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PROJECT DOCUMENT - ADDENDUM

Lebanon

Project Title: Energy and Waste Solutions - Social Stabilization through Integrated Solid Waste Management in Vulnerable Communities (A7).

Award Number: 00077650

Project Number: 00090039 – Activity 7

Implementing Partner: UNDP (DIM)

Start Date: March 2019

End Date: March 2020

Brief Description

The project aims at strengthening municipalities ability to provide sustainable solid waste management for social stabilization. Solid waste management is a key area of interventions not only for the environment and public health but also for social stabilization, as stipulated in the Lebanon Crisis Response Plan 2017-2020.

The project targets North Bekaa region, where there are around 227,000 Lebanese, and 41% of the population are living under the poverty line. In addition, Deir Al Ahmar region hosts 10,000 registered Syrian displaced. In Deir El Ahmar and surrounding villages, the local community finds itself very far from the nearest landfill of Baalbek and have accordingly approached the government to support in the provision of an integrated solid waste management facility to service the area. The solid waste issue was exacerbated with the influx of Syrian refugees which has stretched the capacity of the municipalities in the area.

The local stakeholders in Deir El Amhar have strong willingness to support the municipality on solid waste management. In addition, a parcel of land has been secured to be used for the sanitary landfill and the waste management facility. This was confirmed through official requests sent to the Ministry of Environment for approval.

This project will accordingly support the design and implementation of integrated solid waste management of these communities by 1) establishing a material recovery facility and 2) raising the awareness on Integrated solid waste management in the communities of Deir El Ahmar (with the support of a local NGO). This facility would not affect any of the existing facilities in the region (such as Baalbek facility) and its design has been cleared by the Ministry of Environment in line with the national strategy.

The project will directly contribute to SDG 11: Make cities and human settlements inclusive, safe, resilient and sustainable, SDG 12: Sustainable consumption and production patterns.

Contributing Outcome:
UNSF Outcome 3.1 Environmental Governance Improved
CPD Outcome 4.2 National and Environmental Management Strengthened, Indicator 4.2.2 No. of solid waste, water and wastewater management initiatives implemented
Indicative Output(s) with gender marker²: Number of individuals targeted by awareness raising campaign and sensitized – GEN 2

Total resources required:	USD 1,785,714	
Total resources allocated:	UNDP TRAC:	
	Japan:	USD1,785,714
	Government:	
	In-Kind:	
Unfunded:		

Agreed by (signatures):

Council for Development and Reconstruction (CDR)	United Nations Development Programme (UNDP)
  Mr. Nabil El-Jisr President	 Ms. Celine Moyroud Resident Representative a.i.
Date: 30 MAY 2019	Date: 24/07/2019

PROJECT DOCUMENT - ADDENDUM**Lebanon****I. DEVELOPMENT CHALLENGE****Situation Analysis*****Lebanon`s Developmental Challenges in Solid Waste Management***

Solid waste management is a key area of interventions not only for the environment and public health but also for social stabilization, as stipulated in the Lebanon Crisis Response Plan 2017-2020¹. It is estimated that Lebanon produces approximately 6,500 tons of municipal solid waste (MSW) per day across the country, which is composed of about 52.5% organic matter, 16% paper/cardboard, 11.5% plastics, 5.5% metal, 3.5% glass, and 11% inert and other materials. The incremental quantity of MSW attributed to displaced population is about 887 tons per day, accounting for 13.6% of the total MSW generated in Lebanon². In addition, there has been a 40 percent increase in municipal spending on waste management since the beginning of the war in Syria in 2011¹. **MSW is currently disposed of as follows: about 50% in uncontrolled dumpsites (about 940 dumpsites); about 35% in sanitary landfills; and the remaining 15% of MSW is streamed into recycling process,** where recyclable or reusable materials (paper, cardboard, plastic, metal, glass, etc.) are sorted, and organic matter is converted into compost in approximately 50 facilities in Lebanon. Despite its importance in reducing landfilling, energy recovery is practically not carried out in these existing facilities, except two or three facilities.

The widespread uncontrolled dumping causes a range of environmental impacts on air, water and land, resulting in serious public health risks of vulnerable local communities². Uncontrolled dumping leads to increased contamination of land and soil, as well as surface and groundwater pollution, which are negatively affecting public health including displaced population and children. Furthermore, in more than 300 uncontrolled dumpsites, the open burning practice has been taking place^{2,3}, posing serious health risks for the country's residents including displaced people, especially for those living near dumpsites. Open burning of MSW releases very toxic and carcinogenic compounds including polychlorinated dibenzodioxins and dibenzofurans, which will negatively affect the health of the population living in the vicinity such as increased risk of heart disease, cancer, skin diseases, asthma, and respiratory illnesses. In addition, open burning is the largest contributor to Particulate Matter (PM) 2.5 and 10, severely damaging the air quality in Lebanon.

Solid waste management in Lebanon remains a technical and political challenge given varying conceptions about best-practices, critical concerns of communities about locations of waste facilities (i.e. securement of landfill sites, consensus building with various stakeholders and local communities), sustainable operation of waste facilities (i.e. budgeting and fee collection at both local and central level) and cross-sector institutional coordination. Furthermore, given the lack of proper incentives and regulation for material and energy recovery, it is not economically feasible to recycle more than 25% of MSW in Lebanon even after proper sorting (e.g. even developed country like Denmark can recycle only 27% of MSW). Thus, **to protect the environment and thereby public health from threats caused by the waste crisis, it is very important to adopt integrated solid waste management in an environmentally and economically viable manner.**

To reform the country's highly pollutive and unsustainable solid waste management, the policy on integrated solid waste management was approved in early 2018 (CoM Decision 45). **The policy focuses on the protection of the environment and thus public health while promoting material and energy recovery as much as possible** by adopting the integrated solid waste management hierarchy towards a circular economy. By 2024, the policy targets: 25% material recovery, 35% energy recovery and 40% sanitary landfilling along with the closure and rehabilitation of uncontrolled dumpsites. From an administrative perspective, **the policy adopts a decentralized approach in accordance with the conditions set by the laws and regulations, by devolving to the municipalities the first stages of the waste management hierarchy** (reduction, re-use, sorting at source, sweeping and collection). The municipalities or unions of municipalities can be responsible for the late stages of the hierarchy (treatment preceded by additional necessary sorting and final disposal), in part or in whole, conditional upon prior approval from the Ministry of Environment based on environmentally and economically viable projects proposed by relevant municipalities. From a financial perspective, the implementation of the first stages of the solid waste

¹ Government of Lebanon & United Nations (2018 Updated). Lebanon Crisis Response Plan 2017-2020.

² MoE & UNDP (2015). Lebanon Environmental Assessment of the Syrian Conflict & Priority Interventions: Updated Fact Sheet – December 2015.

³ Human Rights Watch (2017). The Health Risks of Burning Waste in Lebanon.

management hierarchy and sweeping and collection of waste shall be funded by local authorities from municipality revenues (municipal fees, the independent municipal fund, including mobile telephone revenues, donations, etc.). The late stages of the hierarchy will be funded jointly by municipality revenues and the Treasury. Overall, strong commitment from the municipalities is prerequisite to implement integrated waste management in Lebanon.

Following the adoption of the above policy, the integrated solid waste management law (number 80) was ratified by the Parliament on the 10th of October 2018. **The law is based on the principles of integrated waste management hierarchy, which prioritizes source reduction, reuse and recycling over other stages of integrated solid waste management in Lebanon with an objective to reducing their adverse effects on the environment.** The law allows solid wastes that cannot be reused, recovered or recycled to be disposed of in an environmentally sound manner and in accordance with the provisions of this law; applicable national environmental standards, in particular those relating to air emissions or the environment; and public health and safety requirements. The law also forbids uncontrolled dumping, landfilling and burning of solid waste while outlining the sanctions corresponding to each type of breaching. The law consecrates the principle of decentralization and the principle of subsidiarity which means more incline towards partially or fully de-centralized projects, subject to the approval of the required Environmental Impact Assessment studies by MoE. The application of sanction would require follow up by the MoE, the environmental prosecutors and investigation judges, of which capacity building and institutional support still needed to put monitoring and enforcement mechanism in place.

Current Situation in North Baalbek

In Baalbek Caza, there are around 227,000 Lebanese, and 41% of the population are living under the poverty line. In addition, Baalbek region hosts 119,447 registered Syrian refugees, where 10,000 live in Deir Ahmar. In Deir El Ahmar and surrounding villages, the local community finds itself very far from the nearest landfill of Baalbek and have accordingly approached the government to support in the provision of an integrated solid waste management facility to service the area. The solid waste issue was exacerbated with the influx of Syrian refugees which has stretched the capacity of the municipalities in the area. The initial targeted community for this assignment is made up of 18 villages including Deir Al Ahmar and the following surrounding villages: Btedai, Ainata, Barqa, Al Zrazir, Bechwat, Nabha Al Qouddam, Nabha Al Mehara, Chlifa, Yammouneh, Kneisseh, Riha, Ram, Ouyoun Ourgosh, Mazraat Al Sayad, Mazraat Beit Bou Salibi, Mazraat Beit Matar and Safra). Recently, these municipalities have submitted the project proposal on the late stages of the SWM hierarchy to the Ministry of Environment while securing the land for sanitary landfills and MRF.

Urgency and Unpredictability

Uncontrolled dumping and open burning are posing serious health risks to vulnerable populations with a disproportionate impact on poor communities, where people may be least able to afford healthcare costs or avoid exposure by moving to another location³. The UNDP's report shows that the influx of displaced people has been increasing the number of open dumping and the majority of open burning takes place in some of the poorest areas in the country⁴, and now it's at an alarming level. Since displaced Syrians are often forced to live near dumpsites, they are among the vulnerable facing severe environmental health risks. Therefore, the intervention on waste management with a sufficient resource to implement an integrated approach is urgently and critically needed to counter increased open dumping and protect these vulnerable populations from severe environmental health risks and maintain social stability.

As described above, the operational integrated solid waste management is in critical and urgent need to protect vulnerable populations from environmental health risks in a sustainable manner. However, the following unpredictable factors has posed a great challenge to its implementation through the general programming cycle: 1) commitment and support from the local municipality, 2) availability of land for waste facilities, 3) availability of sufficient funds/resources to implement integrated solid waste management. Without meeting all these factors, the project will face critical risks of failure despite its urgent needs. For example, many projects have unintended consequences, such as accelerated uncontrolled dumping (due to the absence of sanitary landfills) and abandonment of collection/sorting equipment (due to lack of budget and economically unviable planning). Since the factors of 1) and 2) largely depend on political environment and are highly unpredictable, the successful implementation of the project must seize the right momentum. In the targeted area, these unpredictable factors of 1) and 2) have been recently cleared in the targeted area because the consortium of the municipalities in North Baalbek showed strong willingness to implement ISWM and has already secured the land for facilities. As for 3), the funding from the Netherlands have been recently mobilized to build the sanitary landfill, complementing the proposed project. Thus, the other critical

⁴ MoE and UNDP (2017). Update Master Plan for the Closure and Rehabilitation of Uncontrolled Dumpsites Throughout the Country of Lebanon.

parts of ISW won't be able to be addressed without JSB. Hence, the timely and sufficient scale of support from Japan will be able to address the waste management issues in an integrated approach, contributing to social stabilization and improvement of public health.

Contribution toward the Sustainable Development Goals

The project will directly contribute to SDG 11: Make cities and human settlements inclusive, safe, resilient and sustainable, SDG 12: Sustainable consumption and production patterns. More specifically, the following targets will be addressed through the project:

- 11.6 By 2030, reduce the adverse per capita environmental impact of cities, including by paying special attention to air quality and municipal and other waste management
 - 11.6.1 Proportion of urban solid waste regularly collected and with adequate final discharge out of total urban solid waste generated, by cities
 - 11.6.2 Annual mean levels of fine particulate matter (e.g. PM2.5 and PM10) in cities (population-weighted)
- 12.5 By 2030, substantially reduce waste generation through prevention, reduction, recycling and reuse
 - 12.5.1 National recycling rate, tons of material recycled

The successful operationalization of the sorting facility through public-private partnership (PPP) will also contribute to SDG 17: Strengthen the means of implementation and revitalize the Global Partnership for Sustainable Development.

II. STRATEGY

The proposed project aims at strengthening the social stability of the host and refugee community in the area of Deir Al Ahmar in North Baalbek by protecting public health and improving environmental protection through the implementation of the integrated waste management. This will build on UNDP's many years of experiences in the country's solid waste management and the well-established partnership with both the government and local municipalities. The theory of change of this project is as follows (Figure 1).

The total quantity of waste generated by the villages of concern (Deir El Ahmar, Btedai, Ainata, Barqa, Al Zrazir, Bechwat, Nabha Al Qouddam, Nabha Al Mehara, Chlifa, Yammouneh, Kneisseh, Riha, Ram, Ouyoun Ourgosh, Mazraat Al Sayad, Mazraat Beit Bou Salibi, Mazraat Beit Matar and Safrajis) is estimated at 25 t/day or around 9,000t/year. The total population equivalent to be currently served by the SWM system is 35,000, including seasonal residents and displaced Syrians.

For the integrated waste management, upon continuous discussions with the Deir Al Ahmar union of municipalities, it was recommended to undertake the implementation of the following components: 1) sorting through mechanical separation, 2) composting facility, 3) landfilling of non-recyclable waste residues, and 4) awareness raising on integrated solid waste management in the local communities. The awareness raising should also be conducted to maximize the efficiency of downstream waste management while promoting reduction and reuse of the material. This integrated approach could eliminate all open burning activities and illegal dumping within the study area since there are no Solid Waste Management Facilities (SWMFs), recycling initiatives, or identified local markets for recyclables within the Municipalities' area.

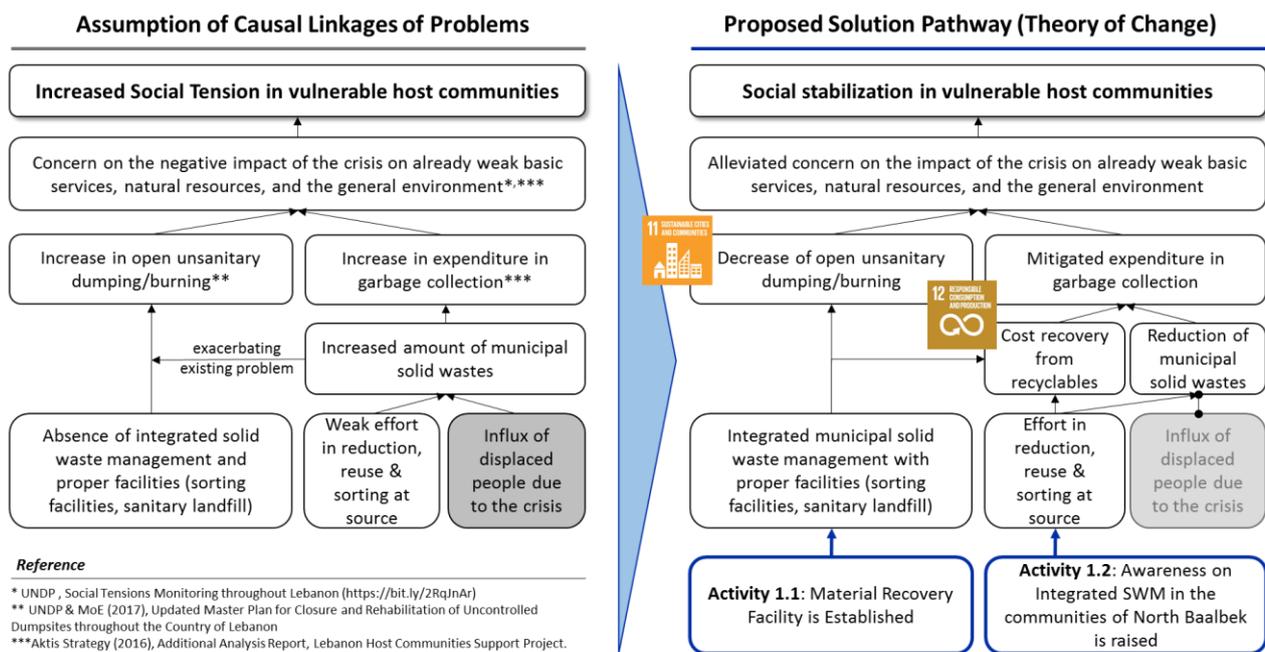


Figure 1. Causal linkages of problems and the Project's theory of change toward social stabilization

III. RESULTS AND PARTNERSHIPS

Expected Results

The proposed project will implement the following activities to strengthen municipalities ability to provide sustainable solid waste management for social stabilization.

Activity 1: Material Recovery is Established
Sub Activity 1.1: Design of material recovery facility and composting plant
Sub Activity 1.2: Construction of the facility
Sub Activity 1.3: Capacity building and commission of the facility
Sub Activity 1.4: Feasibility study of environmental technologies for non-recyclable waste in Lebanon
Sub Activity 1.5: Invitation of government officials to Japan

This output will design and establish the material recovery facility. The facility should recover a maximum amount of recyclables (paper and cardboard, plastics, non-ferrous metal, and ferrous metal) while properly separating organic fraction for composting. Recovered recyclable materials will be sold to local market (e.g. paper industry), which will cover part of the operational cost for municipal solid waste management. Materials that are left after material recovery should be landfilled in an environmentally sound manner. In addition, the output will assess and promote the application of advanced environmental technologies (e.g. plasma pyrolysis).

As described above, the construction of sanitary landfill will be complemented by the funding from the Government of the Netherlands through a parallel financing mechanism to be implemented directly by UNDP as well. To establish the material recovery facility, the preliminary design of the facility will be undertaken through in-depth data collection and topographic survey. The Environmental Impact Assessment (EIA) of the project will be prepared and submitted for the approval by the MoE according to the Lebanese EIA decree no. 8633/2012. In parallel, the bidding process for the construction of the facility will be initiated to select the Contractor through the UNDP procurement process. An operational plan for the facility and related capacity building will also be prepared and undertaken by the contractor to ensure the municipalities in operating the facility in a sustainable manner including the adoption of potential public-private partnership for solid waste management.

Based on current estimates and knowledge of the local conditions in Lebanon, after the material recovery process, around 40% of the total municipal waste will be non-recyclable residues (including rejects from composting Facility) and thus has to be disposed in the sanitary landfills. Given the limited availability of land for sanitary landfills in Lebanon, the non-recyclable fraction should be reduced as much as possible in a safe, reliable and economic viable manner. Although the option of waste incineration/plasma for the treatment of non-recyclable waste is often adopted in developed countries, the use of such technologies could pose serious risks in terms of environmental health without specific environmental regulatory framework and enforcement for management and emissions controls.

On the one hand, there have been growing interests in using advanced alternative environmental technologies to treat non-recyclable fractions, such as plasma pyrolysis. However, given the current context in Lebanon, the applicability of such a technology within the Lebanese framework should be thoroughly assessed to avoid any potential irreversible risks on local communities while also aligning with the Lebanon's long-term plan toward circular economy as articulated in the newly adopted law. To this end, this output will undertake a feasibility study of environmental technologies such as plasma pyrolysis for non-recyclable waste in Lebanon. The study will thoroughly assess the applicability of advanced technologies by taking into account reliability, robustness, economic viability and potential environmental health risks with comparison to other available technologies under the local context. The study will also conduct baseline survey on the non-recyclable fractions (such as plastic and other chemical) and its informal waste stream to identify its waste composition and potential resource recovery.

Finally, the project will strengthen the understanding of government officials on the applicable technologies through the mission to Japan in order to support the development of enabling regulatory framework and approval process. For this activity, the UNDP will consider tapping into the environmental technology database⁵ of UNIDO ITPO Tokyo⁶ and expertise of UN Environment IETC Osaka⁷ or CTCN Network, which

⁵ <http://www.unido.or.jp/files/sites/2/ETDBbrochure2018.pdf>

⁶ http://www.unido.or.jp/en/about_us/itpo_tokyo/

focuses on technology transfer in waste management. This will also promote the environmental technology transfer from Japan.

Activity 2: Awareness on Integrated Solid Waste Management in the Communities of North Baalbek is raised.

Sub Activity 2.1: Development of waste management and reduction recycling plan at source-level

Sub Activity 2.2: Provision of necessary equipment

Sub Activity 2.3: Capacity building and awareness raising

This output aims at raising awareness on the general concepts of ISWM, specifically waste minimisation (reduction), sorting at source and implementing recycling activities in the targeted communities, in addition to building the capacity of municipalities' personnel in relation to ISWM. Based on the plan developed in Activity 1, the necessary equipment will be provided to the municipalities. In addition, an awareness raising campaign will be designed in line with the national approaches, international best practices, and the local capacity and context. In parallel with the design and construction of material recovery facility, the waste management and reduction-recycling plan at source-level will be developed to maximize material recovery and minimize waste production, i.e. at the community-level, in a cost-effective way. This planning will include the determination of the number and volume of necessary bins and collection trucks as well as Identifying buyers and markets (considering proximity of the buyer, market price of the material and available interim storage space within the concerned municipality).

The intensive awareness raising will be undertaken by a local NGO (LOST) to ensure the participation of wide range of local populations. This NGO has been selected given its competitive advantage in the region: large network with the municipalities, access to the local communities, previous experience in awareness raising and community engagement and preference from the side of the donor. A responsible party agreement will be signed with LOST once the project is initiated. The awareness campaign will complement the efforts of the concerned municipalities in improving the solid waste disposal practices while influencing the public to increase their shared-responsibility and improve ISWM including their daily measure to reduce, reuse, sort solid wastes (when, how). Following various techniques including: door to door visits, social media outreach, investing in youth councils, investing in partner organisations and local networks, public events, town hall meetings, peer to peer coaching among several other approaches, the project aims at reaching a large number of residents in the target villages (Lebanese 13,000, displaced Syrian 4,760), also bringing about high visibility. The trainees shall include members of Scouts, Social Clubs, Women's Clubs, etc. in the targeted villages. The Output 2 will be implemented by LOST, a local NGO and responsible party for this output.

Resources Required to Achieve the Expected Results

The inputs and budget required to deliver the project's outputs are described in Section VII. The project also needs UNDP Country Office staff time for procurement, contract management, finance, coordination, reporting and general support.

Partnerships

Humanitarian-development nexus

The implementation of integrated solid waste management will protect vulnerable local Lebanese communities and displaced Syrians from severe and urgent health risks of the uncontrolled dumping (Humanitarian needs) while improving the environmental protection and resource management toward circular economy (Development Goals). By strengthening the local municipalities' capacity to provide the integrated solid waste management, the project will contribute to social stabilization in the host communities, which is the urgent humanitarian needs in Lebanon. At the same time, the project will support Lebanon's shift toward circular economy by promoting sustainable consumption and resource management.

Involvement of Japanese Institutions

The embassy's GGP has been assisting NGOs and local public authorities to implement small-scale projects directly benefiting the people at grassroots level as well as contributing to the socio-economic development. Since GGP is working on several SWM projects at local level, UNDP is in close coordination with Japanese Embassy to complement respective activity while also providing technical support to the GGP team for projects related to solid waste management. In addition, the project will consider future collaboration with Japan through other programmes (e.g. Dispatch of Expert (専門家派遣), JICA Knowledge Co-Creation Program(本邦受入)) to address varying conceptions or miss-conceptions about best-practices. UNDP will

⁷ <https://www.unenvironment.org/jietc/ja>

utilise the network of UNIDO ITPO Tokyo and UN Environment IETC Osaka, both of which focus on environmental technology transfer from Japan.

Work with Other UN Agencies in Lebanon

This project is fully in line with the Lebanon Crisis Response Plan (LCRP) for 2017-2020 and directly contribute to its outcome for social stability. LCRP has been jointly developed by between the Government of Lebanon and its international and local partners to provide urgent humanitarian assistance to all vulnerable communities while addressing longer-term development challenges in a holistic and comprehensive manner. It consists of 10 different thematic sectors and inter-sector response management is led by MoSA co-chaired by UNHCR and UNDP. The project will also directly contribute to the planned outcomes of Social Stability. The project will utilize LCRP mechanism for better coordination on the ground with other UN agencies such as UNHCR and UNICEF. Furthermore, the project will consider the participation of Syrian refugee farmers in the awareness building by coordinating with UNHCR to identify potential beneficiaries from refugees in North Baalbek.

Work with Local NGO – Responsible Party

Established in 1998, LOST focuses on social and economic development of the conservative and underdeveloped communities in Lebanon via versatile programs that strengthen communal capacity, educate and train youth and women on matters of civic and intellectual nature, and engage them in civic affairs. Currently, LOST operates nine sub-regional branches across Baalbek-Hermel region. LOST is the most long-established organization of its type in this region. The years of experiences and presence in this region allows LOST to establish strong and trusted network with local communities, which enables LOST to effectively mobilize and engage people in awareness building and training. To promote social stability, LOST conducts several trainings for Syrians and Lebanese, such as civic trainings, conflict resolution, municipal law, and team-building. These community projects include solid waste management and LOST has implemented it through GGP support in 2017 and 2018.

Women`s Engagement

The project promotes the participation of women equally as men in the awareness raising programme. Assessments and data collected will be gender disaggregated to the extent possible.

Risks and Assumptions

Key risks that could threaten the achievement of results through the chosen strategy have been identified and rated using UNDP's procedure; the below table summarizes project risks and responses. As per standard UNDP requirements, these risks will be monitored quarterly by the Project Manager. The Project Manager will report on the status of the risks to the UNDP Country Office who will record progress in the UNDP ATLAS risk log. Risks will be reported as critical when the impact and probability are high (i.e. 5).

Description	Type	Impact & Probability	Mitigating Measures	Owner
Political instability and security situation in the country can slow down or stop the project activities.	Political	P = 2 I = 2	Close follow up and monitoring of the situation in the country, timely notification of potential threats to the PB, and close coordination with UNDSS especially for fieldwork. In the case of serious worsening of the situation, activities will be contained to safer areas.	UNDP
Low engagement and willingness of beneficiaries to manage and maintain the installed equipment.	Operational	P = 2 I = 2	UNDP to engage the beneficiaries and to build capacity to ensure knowledge about operation and maintenance.	UNDP & LOST
Limited capacities of local municipalities/institutions.	Institutional	P = 2 I = 2	The project will provide capacity development to ensure appropriate project and financial management, transparent implementation, monitoring and reporting. The project will depend on diversified implantation modalities that include engaging and contracting of local authorities, community-based organizations, NGOs, and the private sector.	UNDP
Duplication of efforts with other humanitarian/ development agencies	Strategic	P = 2 I = 1	The information about the activities will be regularly shared in Sector Working Groups nationally and locally to ensure coordination and complementarity	UNDP

Stakeholder Engagement

Municipalities in Deir Al Ahmar Region

The Union of Deir Al Ahmar municipalities has initially taken the initiative to implement the integrated solid waste management given that they had identified this issue as a critical need. This project is built on the strong commitment of the Union and the approval of the Ministry of Environment in line with its decentralised approach to waste management. Since these municipalities will be fully responsible for the solid waste management and the operation of the facilities, the project will be implemented in close coordination with them and ensure the sustainable and successful operation by providing necessary technical support and capacity building.

Communities in North Baalbek

The sustainable solid waste management is also the responsibility of local communities. The project will promote their commitment on municipal solid waste management by raising awareness on the general concepts of ISWM, specifically waste minimisation (reduction), sorting at source and implementing recycling activities. To effectively reach the local communities, the project will utilize the network of Scouts, Social Clubs, Women's Clubs, etc. in the targeted villages

The Ministry of Environment (MoE)

MoE, which is responsible for the national-level planning and management of the solid waste sector in Lebanon, as re-emphasized in the law number 80 that was adopted in October of 2018 on Integrated Solid Waste Management Planning. The project will coordinate regularly, on a technical and policy level, with the Ministry of Environment in line with national legislation.

Knowledge

The project will produce the reports in accordance with UNDP's programming policies and procedures. In addition, knowledge, good practices and lessons will be captured and shared with other LCRP projects through the regular internal meetings. There will also be events organised around the inauguration of projects which will specifically target high-level participation and ensure the activities are widely reported by the main media outlets. Finally, the project activities and results will continuously be reported and reflected on the UNDP Lebanon website social media platforms such as Facebook, Twitter etc. This will be the responsibility of communication officers based on the projects and working in coordination with the UNDP Country Office Communications team. At the LCRP level the contribution will be reported and reflected in the relevant sector reporting.

Sustainability and Scaling Up

As mentioned above, the project is designed to ensure the ownership and the sustainability of the infrastructure and equipment after the handover to municipalities. Capacity building on the systems for the municipalities and beneficiaries will be also provided. Furthermore, by promoting the environmental technologies for non-recyclable fractions that are applicable in Lebanon's framework, the project will further contribute to the integrated waste management at both local and national level.

IV. PROJECT MANAGEMENT

Cost Efficiency and Effectiveness

The project uses a portfolio management approach to improve cost-effectiveness and efficiency through synergies with other interventions through the Solid Waste Management project team in UNDP. For any balance at the end of the project, the country office will consult with the Embassy of Japan.

Project Management

The Project Team will be responsible for the day-to-day management of the project. The work will be integrated within and managed by the on-going Energy and Environment Portfolio which currently runs over 20 projects in the field of energy and environment. UNDP will also ensure that the results are communicated to the Government of Lebanon.

The implementation of works on the ground will also closely liaise with the on-going work with municipalities, the Ministry of Environment, and the Ministry of Interior and Municipalities. Coordination with other UNDP projects that are under implementation such as the Lebanon Host-Communities Project (LHSP) will also take place.

Reporting

Reports for submission to the donor will include narrative midterm progress reports (if it is requested by the donor) in addition to a final project report, including the financial reporting. Work on the ground will be followed up daily by the team, and the project site engineers will undertake regular field visits to all areas where installation of the systems is taking place. Given that the project will be implemented using UNDP direct implementation modality (DIM), the contribution will be subject to the internal and external auditing procedures provided for in the financial regulations, rules, policies and procedures of UNDP. Therefore, internal audits will be undertaken accordingly in consultation with the Independent Evaluation Office of UNDP. For the evaluations, regular project oversight and evaluation will take place by the Project Management teams assigned specifically to follow-up on the delivery of the project objectives. Should independent evaluations be required, these can be undertaken however after the completion of project activities.

Visibility and Communication

In accordance with “UNDP and Japan in the Arab States Region – Donor communications and visibility action plan” and “Guidance for Donor Visibility on Japan-Funded Projects”, UNDP will ensure to publicize and increase the visibility of the Japanese contribution with strong emphasize on how the project could contribute to achieve which SDGs goal(s), with what quantitative results. Various press releases and publication including social media and website, use of the Japan’s ODA logo and the launching ceremony with the presence of Japanese officials were conducted. In addition, UNDP’s Regional Bureau of Arab States (RBAS) will support the country office as follows:

- Produces regional and global level donor/project visibility materials in press releases, social media, brochures and web sites
- Provide support to country office on donor visibility, including the implementation of the UNDP-Japan Arab States visibility toolkit
- Shares visibility products created at country level with the HQ partner community and among partners
- Provide support to country office on timely & quality results reporting to meet donor expectations and corporate standards
- Maintain strategic dialogue with the donor on project specific issues
- Ensure that project forms part of the overall strategic impact at the regional level and is represented to the donor in this way

The Japanese Programme Analyst (currently JPO) will be responsible for the general, day-to-day oversight support to the project implementation, monitoring, reporting, and specifically communication and outreach, which will in turn ensure to increase the visibility of Japan in its contribution to international cooperation. The project will also assist the JPO in developing the career after JPO’s period. This is in line with the Japan’s 2017 Priority Policy for International Cooperation, which encourages the involvement of Japanese staff in the project funded by Japan.

V. RESULTS FRAMEWORK

Intended Outcome as stated in the UNDAF/Country Programme Results and Resource Framework: Outcome 3.1 Environmental Governance Improved

Outcome indicators as stated in the Country Programme Results and Resources Framework, including baseline and targets: 4.2 National and Environmental Management Strengthened, Indicator 4.2.2 No. of solid waste, water and wastewater management initiatives implemented (Baseline 2, Target 10)

Applicable Output(s) from the UNDP Strategic Plan: 1.4.1 Solutions scaled up for sustainable management of natural resources, including sustainable commodities and green and inclusive value chains

Project title: Social Stabilization through Integrated Solid Waste Management in Vulnerable Communities (Atlas Project Number: 0009039)

EXPECTED Activity	Activity INDICATORS	DATA SOURCE	BASELINE		TARGET		DATA COLLECTION METHODS & RISKS
			Value	Year	2019	2020	
Activity 1: Material Recovery and composting facility is established	1.1: Number of material recovery and composting facility established and operationalized (Target: 1)	UNDP, Ministry of Environment, relevant municipalities, Union of Municipalities, local communities	0	2018	0	1	Progress report of contractors, Field visit
	1.2: Number of environmental technologies for non-recyclable fractions whose the applicability in Lebanon is assessed (and promoted if they are applicable) (Target: 1)		0	2018	0	1	Reports and Sessions/Meeting records
Activity 2: Awareness on Integrated Solid Waste Management in the Communities of Deir Al Ahmar is raised	2.1: Number of municipalities and villages ⁸ that are collecting municipal wastes with bins and collection trucks (Target: 18)		0	2018	5	18	Progress report of contractors, Field visit
	2.2: Number of individuals targeted by awareness raising campaign and sensitized for waste separation and reduction (13,000 Lebanese, and 4,760 Displaced Syrians)		Lebanese: 0 Displaced Syrian: 0	2018	Lebanese: 10,500 Displaced Syrian: 3,900	Lebanese: 13,000 Displaced Syrian: 4,760	Sessions records and field trips

⁸ Some of the villages belong to the Union and the others do not have Municipalities

VI. MONITORING AND EVALUATION

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans: *[Note: monitoring and evaluation plans should be adapted to project context, as needed]*

Monitoring Plan

Monitoring Activity	Purpose	Frequency	Expected Action	Partners (if joint)	Cost (if any)
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Quarterly	Slower than expected progress will be addressed by project management.	UNDP	Internal
Monitor and Manage Risk	Identify specific risks that may threaten achievement of intended results. Identify and monitor risk management actions using a risk log. This includes monitoring measures and plans that may have been required as per UNDP's Social and Environmental Standards. Audits will be conducted in accordance with UNDP's audit policy to manage financial risk.	Quarterly	Risks are identified by project management and actions are taken to manage risk. The risk log is actively maintained to keep track of identified risks and actions taken.	UNDP	Internal
Learn	Knowledge, good practices and lessons will be captured regularly, as well as actively sourced from other projects and partners and integrated back into the project.	At least annually	Relevant lessons are captured by the project team and used to inform management decisions.	UNDP	Internal
Annual Project Quality Assurance	The quality of the project will be assessed against UNDP's quality standards to identify project strengths and weaknesses and to inform management decision making to improve the project.	Annually	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.	UNDP	Internal
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.	UNDP	Internal
Project Report	A progress report will be presented to the Project Board and key stakeholders, consisting of progress data showing the results achieved against pre-defined annual targets at the output level, the annual project quality rating summary, an updated risk log with mitigation measures, and any evaluation or review reports prepared over the period.	Annually, and at the end of the project (final report)		UNDP	Internal
Project Review (Project Board)	The project's governance mechanism (i.e., project board) will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. In the project's final year, the Project Board shall hold an end-of-project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.	Annually	Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.	UNDP	Internal

VII. MULTI-YEAR WORK PLAN ⁹¹⁰

EXPECTED ACTIVITIES	PLANNED SUB ACTIVITIES	Planned Budget by Year		RESPONSIBLE PARTY	PLANNED BUDGET		
		2019	2020		Funding Source	Budget Description	Amount (USD)
Activity 1: Material Recovery is Established	<u>Activity 1: Material Recovery is Established</u> Sub Activity 1.1: Design of material recovery facility	31,522.80	21,015.20	UNDP	Japan	Material Recovery Facility Design & Commission	52,538.00
	Sub Activity 1.2: Construction of the facility	456,513.60	304,342.40	UNDP	Japan	Construction of Material Recovery Facility	760,856.00
	Sub Activity 1.3: Capacity building and commission of the facility	60,000.00	40,000.00	UNDP	Japan	Feasibility study of environmental technologies for non-recyclable waste in Lebanon	100,000.00
	Sub Activity 1.4: Feasibility study of environmental technologies for non-recyclable waste in Lebanon	21,000.00	14,000.00	UNDP	Japan	Capacity Building - Invitation of key Government Officials to Japan	35,000.00
	Sub Activity 1.5: Invitation of government officials to Japan	108,000.00	72,000.00	UNDP	Japan	UNDP Project Staff (Project team – Site Engineers, Drivers)	180,000.00
		12,000.00	8,000.00	UNDP	Japan	Transportation	20,000.00
		6,000.00	4,000.00	UNDP	Japan	Office supplies	10,000.00
		24,000.00	16,000.00	UNDP	Japan	Miscellaneous	40,000.00
		23,493.20	5,873.30	UNDP	Japan	DPC (UNDP Direct Project Cost, HR, Procurement, Finance, Security, and Communication)	29,366.50
		13,227.51	3,306.88	UNDP	Japan	Advocacy and visibility work by RBAS	16,534.39
Activity 2: Awareness on Integrated Solid Waste Management in the Communities of North Baalbek is raised.	<u>Activity 2: Awareness on Integrated Solid Waste Management in the Communities of North Baalbek is raised.</u> 2.1 Sub Activity: Development of waste management and reduction recycling plan at source-level	60,037.50	20,012.50	LOST	Japan	Awareness Raising Campaign - Personnel (Trainers): 5,000 - Workshop (Venues): 5,000 - Travel: 3,000 - Communication (brochures, media): 34,500 - Miscellaneous: 32,550	80,050.00
	2.2 Sub Activity: Provision of necessary	46,800.00	15,600.00	LOST	Japan	Purchase of Bins for recyclables	62,400.00

⁹ Cost definitions and classifications for programme and development effectiveness costs to be charged to the project are defined in the Executive Board decision DP/2010/32

¹⁰ Changes to a project budget affecting the scope (outputs), completion date, or total estimated project costs require a formal budget revision that must be signed by the project board. In other cases, the UNDP programme manager alone may sign the revision provided the other signatories have no objection. This procedure may be applied for example when the purpose of the revision is only to re-phase activities among years.

	equipment to the municipalities 2.3 Sub Activity: Building the capacity of local farmers and technicians	117,000.00	39,000.00	LOST	Japan	Purchase of equipment (collection trucks)	156,000.00
		83,020.50	27,673.50	LOST	Japan	LOST Project Management Cost	110,694.00
Sub-Total for Activity 1							1,653,438.89
GMS							132,275.11
TOTAL							1,785,714.00

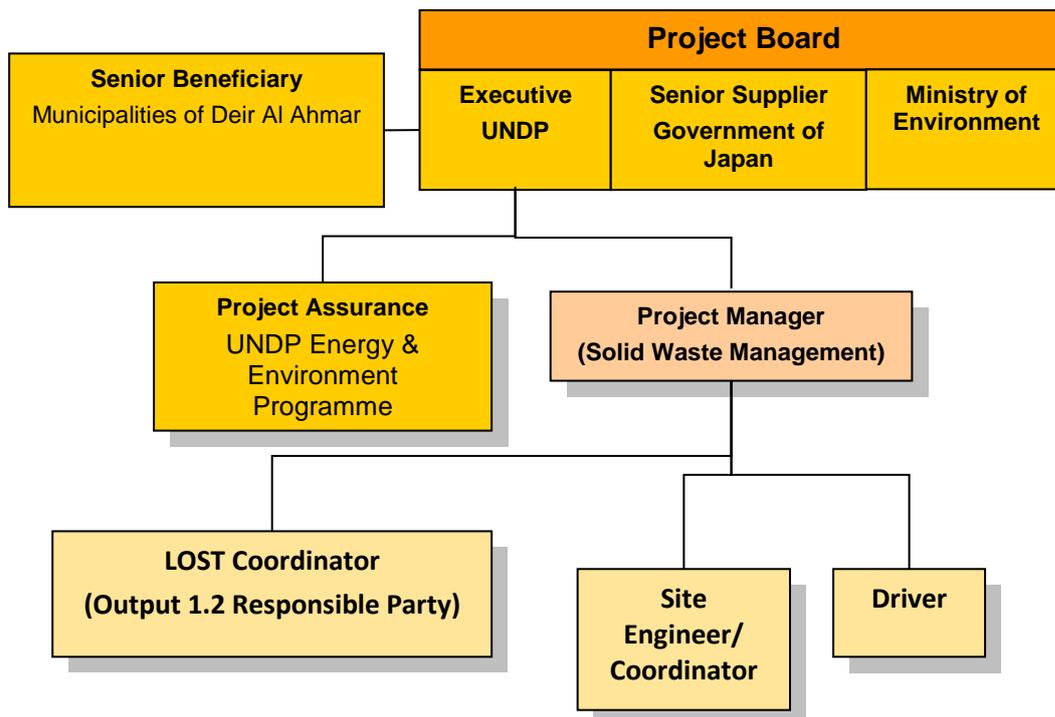
VIII. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

i. Execution Modality

The Project will be executed under the UNDP Direct Implementation Modality (DIM), whereby UNDP will act as the executing and implementing agency. The UNDP will monitor the progress towards intended results, and will ensure high-quality managerial, technical and financial implementation of the project, and will be responsible for monitoring and ensuring proper use of administrated funds to the assigned activities, timely reporting of implementation progress as well as undertaking of mandatory and non-mandatory evaluations for each of their respective components. Furthermore, the procurement of goods and services and the recruitment of personnel shall be provided in accordance with UNDP guidelines, procedures and regulations.

A 'Project Board' or 'Project Steering Committee' will be set up and will be responsible for making, by consensus, management decisions for the project when guidance is required by the Project Manager, including a recommendation for UNDP approval of project plans and revisions. The Project Board decisions should be made in accordance with standards that shall ensure management for development results, best value money, fairness, integrity, transparency and effective international competition. The Project Board will meet every six months or more as needed by the project. The steering committee will also provide expertise and ensure the various studies carried out and recommendations are in line with national priorities and are well coordinated with other on-going activities within the sector. The Project Board/Steering Committee will consist of concerned national counterparts, including but not limited to the donor agency, and the UNDP.

LOST as a Responsible Party, is directly accountable to the UNDP in accordance with the standard letter of the agreement (**Annex 3**. The Responsible Party Agreement will be signed between UNDP and LOST).



ii. UNDP Support Services and General Oversight and Management Services:

The UNDP country office will provide the following support services covered by the Direct Project Costs, for the activities of the programme/project:

- i. Payments, disbursements and other financial transactions

- ii. Recruitment of staff, project personnel, and consultants
- iii. Payroll management services and Medical Clearance Services for all staff, external access to ATLAS for project managers and other staff
- iv. Procurement of services and equipment, including disposal
- v. Travel including visa requests, ticketing, and travel arrangements
- vi. Organization of training activities, conferences, and workshops, including fellowships
- vii. Shipment, custom clearance, vehicle registration, and accreditation
- viii. Security management service and Malicious Acts Insurance Policy
- ix. Quality Assurance and Quality Control
- x. Policy advisory support
- xi. Thematic and technical backstopping
- xii. Resource management and reporting

The UNDP will also provide the following corporate management services which include the following:

- i. Corporate executive management and resource mobilisation
- ii. Corporate accounting, financial management, internal audit, legal support and human resources management
- iii. Policy guidance and Bureau/Country Office management

UNDP's corporate management fee (facilities and administration) will be collected at a flat rate of 8%.

iii. Audit

The audit of DIM projects is made through the regular external (UN Board of Auditors) or internal audits (audits managed by UNDP's Office of Audit and Investigations).

IX. LEGAL CONTEXT

This project forms part of an overall programmatic framework under which several separate associated country level activities will be implemented. When assistance and support services are provided from this Project to the associated country level activities, this document shall be the “Project Document” instrument referred to in: (i) the respective signed SBAs for the specific countries; or (ii) in the [Supplemental Provisions to the Project Document](#) attached to the Project Document in cases where the recipient country has not signed an SBA with UNDP, attached hereto and forming an integral part hereof. All references in the SBA to “Executing Agency” shall be deemed to refer to “Implementing Partner.”

This project will be implemented by the Ministry of Environment (“Implementing Partner”) in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

X. RISK MANAGEMENT

1. UNDP as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
2. UNDP as the Implementing Partner will undertake all reasonable efforts to ensure that none of the [project funds]¹¹ [UNDP funds received pursuant to the Project Document]¹² are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml. This provision must be included in all sub-contracts or sub-agreements entered into under this Project Document.
3. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secu-srm>).
4. UNDP as the Implementing Partner will: (a) conduct project and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the project or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other project stakeholders are informed of and have access to the Accountability Mechanism.
5. All signatories to the Project Document shall cooperate in good faith with any exercise to evaluate any programme or project-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to project sites, relevant personnel, information, and documentation.
6. UNDP as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient:
 - a. Consistent with the Article III of the SBA *[or the Supplemental Provisions to the Project Document]*, the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of UNDP’s property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:
 - i. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the project is being carried;

¹¹ To be used where UNDP is the Implementing Partner

¹² To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner

- ii. assume all risks and liabilities related to such responsible party's, subcontractor's and sub-recipient's security, and the full implementation of the security plan.
- b. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the responsible party's, subcontractor's and sub-recipient's obligations under this Project Document.
- c. Each responsible party, subcontractor and sub-recipient will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, subcontractors and sub-recipients in implementing the project or programme or using the UNDP funds. It will ensure that its financial management, anti-corruption and anti-fraud policies are in place and enforced for all funding received from or through UNDP.
- d. The requirements of the following documents, then in force at the time of signature of the Project Document, apply to each responsible party, subcontractor and sub-recipient: (a) UNDP Policy on Fraud and other Corrupt Practices and (b) UNDP Office of Audit and Investigations Investigation Guidelines. Each responsible party, subcontractor and sub-recipient agrees to the requirements of the above documents, which are an integral part of this Project Document and are available online at www.undp.org.
- e. In the event that an investigation is required, UNDP will conduct investigations relating to any aspect of UNDP programmes and projects. Each responsible party, subcontractor and sub-recipient will provide its full cooperation, including making available personnel, relevant documentation, and granting access to its (and its consultants', subcontractors' and sub-recipients') premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with it to find a solution.
- f. Each responsible party, subcontractor and sub-recipient will promptly inform UNDP as the Implementing Partner in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where it becomes aware that a UNDP project or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, each responsible party, subcontractor and sub-recipient will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP's Office of Audit and Investigations (OAI). It will provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

- g. UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud or corruption, or otherwise paid other than in accordance with the terms and conditions of this Project Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail any responsible party's, subcontractor's or sub-recipient's obligations under this Project Document.
- h. Each contract issued by the responsible party, subcontractor or sub-recipient in connection with this Project Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from it shall cooperate with any and all investigations and post-payment audits.
- i. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the project or programme, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
- j. Each responsible party, subcontractor and sub-recipient shall ensure that all of its obligations set forth under this section entitled "Risk Management" are passed on to its

subcontractors and sub-recipients and that all the clauses under this section entitled “Risk Management Standard Clauses” are adequately reflected, *mutatis mutandis*, in all its sub-contracts or sub-agreements entered into further to this Project Document.

XI. ANNEXES

- 1. Social and Environmental Screening**
- 2. Risk Analysis.**
- 3. (Template) Responsible Party Agreement**

Annex 1. Social and Environmental Screening Template

The completed template, which constitutes the Social and Environmental Screening Report, must be included as an annex to the Project Document. Please refer to the [Social and Environmental Screening Procedure](#) and [Toolkit](#) for guidance on how to answer the 6 questions.

Project Information

Project Information	
1. Project Title	Energy and Waste Solutions - Social Stabilization through Integrated Solid Waste Management in Vulnerable Communities
2. Project Number	Award ID:00077650, Project ID: 00090039 – A7
3. Location (Global/Region/Country)	Lebanon

Part A. Integrating Overarching Principles to Strengthen Social and Environmental Sustainability

QUESTION 1: How Does the Project Integrate the Overarching Principles in order to Strengthen Social and Environmental Sustainability?
<i>Briefly describe in the space below how the Project mainstreams the human-rights based approach</i>
The implementation of integrated solid waste management will protect vulnerable local communities and displaced Syrians from severe and urgent health risks of the uncontrolled dumping (Humanitarian needs) while improving the environmental protection and resource management toward circular economy (Development Goals). By strengthening the local municipalities' capacity to provide the integrated solid waste management, the project will contribute to social stabilization in the host communities, which is the urgent humanitarian needs in Lebanon. At the same time, the project will support Lebanon's shift toward circular economy by promoting sustainable consumption and resource management.
<i>Briefly describe in the space below how the Project is likely to improve gender equality and women's empowerment</i>
The project promotes the participation of women equally as men in the awareness raising programme. Assessments and data collected will be gender disaggregated to the extent possible.
<i>Briefly describe in the space below how the Project mainstreams environmental sustainability</i>
The proposed project aims at strengthening the social stability of the host and refugee community in the North Baalbek by protecting public health and improving environmental protection through the implementation of the integrated waste management. This will build on UNDP's many years of experiences in the country's solid waste management and the well-established partnership with both the government and local municipalities.

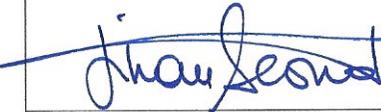
For the integrated waste management, the feasibility study conducted by UNDP, in collaboration with the consortium of the municipalities, recommends the implementation of the following components: 1) sorting through mechanical separation, 2) transporting of the organic fraction to the biogas facility in Baalbek, 3) landfilling of non-recyclable waste residues, and 4) awareness raising on integrated solid management in the local communities. The transportation of organic fraction to the biogas facility in Baalbek will reduce the capital and operation expenditure of the proposed option (CAPEX and OPEX) as well as generating the desired quantity of gas and electricity in the facility, which is not receiving the sufficient amount of organic waste. The awareness raising should also be conducted to maximize the efficiency of downstream waste management while promoting reduction and reuse of the material. This integrated approach could eliminate all open burning activities and illegal dumping within the study area since there are not Solid Waste Management Facilities (SWMFs), recycling initiatives, or identified local markets for recyclables within the Municipalities' area.

Part B. Identifying and Managing Social and Environmental Risks

QUESTION 2: What are the Potential Social and Environmental Risks? <i>Note: Describe briefly potential social and environmental risks identified in Attachment 1 – Risk Screening Checklist (based on any “Yes” responses). If no risks have been identified in Attachment 1 then note “No Risks Identified” and skip to Question 4 and Select “Low Risk”. Questions 5 and 6 not required for Low Risk Projects.</i>	QUESTION 3: What is the level of significance of the potential social and environmental risks? <i>Note: Respond to Questions 4 and 5 below before proceeding to Question 6</i>			QUESTION 6: What social and environmental assessment and management measures have been conducted and/or are required to address potential risks (for Risks with Moderate and High Significance)?
Risk Description	Impact and Probability (1-5)	Significance (Low, Moderate, High)	Comments	Description of assessment and management measures as reflected in the Project design. If ESIA or SESA is required note that the assessment should consider all potential impacts and risks.
No risks identified	I = P =	Low Risk		
	I = P =			
[add additional rows as needed]				
QUESTION 4: What is the overall Project risk categorization?				
Select one (see SESP for guidance)				
<div style="display: flex; justify-content: space-between;"> Low Risk <input checked="" type="checkbox"/> Comments </div>				
<div style="display: flex; justify-content: space-between;"> Moderate Risk <input type="checkbox"/> </div>				
<div style="display: flex; justify-content: space-between;"> High Risk <input type="checkbox"/> </div>				

QUESTION 5: Based on the identified risks and risk categorization, what requirements of the SES are relevant?		
Check all that apply		Comments
<i>Principle 1: Human Rights</i>	<input type="checkbox"/>	
<i>Principle 2: Gender Equality and Women's Empowerment</i>	<input type="checkbox"/>	
<i>1. Biodiversity Conservation and Natural Resource Management</i>	<input type="checkbox"/>	
<i>2. Climate Change Mitigation and Adaptation</i>	<input type="checkbox"/>	
<i>3. Community Health, Safety and Working Conditions</i>	<input type="checkbox"/>	
<i>4. Cultural Heritage</i>	<input type="checkbox"/>	
<i>5. Displacement and Resettlement</i>	<input type="checkbox"/>	
<i>6. Indigenous Peoples</i>	<input type="checkbox"/>	
<i>7. Pollution Prevention and Resource Efficiency</i>	<input type="checkbox"/>	

Final Sign Off

Signature	Date	Description
QA Assessor 	27.03.19	Jihan Seoud, Programme Manager, Energy and Environment Programme
QA Approver 	27.03.19	Edgard Chehab, Assistant Resident Representative - Programme
PAC Chair 	27.03.19	Edgard Chehab, Assistant Resident Representative - Programme

SESP Attachment 1. Social and Environmental Risk Screening Checklist

Checklist Potential Social and Environmental Risks		
Principles 1: Human Rights		Answer (Yes/No)
1.	Could the Project lead to adverse impacts on enjoyment of the human rights (civil, political, economic, social or cultural) of the affected population and particularly of marginalized groups?	No
2.	Is there a likelihood that the Project would have inequitable or discriminatory adverse impacts on affected populations, particularly people living in poverty or marginalized or excluded individuals or groups? ¹	No
3.	Could the Project potentially restrict availability, quality of and access to resources or basic services, in particular to marginalized individuals or groups?	No
4.	Is there a likelihood that the Project would exclude any potentially affected stakeholders, in particular marginalized groups, from fully participating in decisions that may affect them?	No
5.	Is there a risk that duty-bearers do not have the capacity to meet their obligations in the Project?	No
6.	Is there a risk that rights-holders do not have the capacity to claim their rights?	No
7.	Have local communities or individuals, given the opportunity, raised human rights concerns regarding the Project during the stakeholder engagement process?	No
8.	Is there a risk that the Project would exacerbate conflicts among and/or the risk of violence to project-affected communities and individuals?	No
Principle 2: Gender Equality and Women's Empowerment		
1.	Is there a likelihood that the proposed Project would have adverse impacts on gender equality and/or the situation of women and girls?	No
2.	Would the Project potentially reproduce discriminations against women based on gender, especially regarding participation in design and implementation or access to opportunities and benefits?	No
3.	Have women's groups/leaders raised gender equality concerns regarding the Project during the stakeholder engagement process and has this been included in the overall Project proposal and in the risk assessment?	No
4.	Would the Project potentially limit women's ability to use, develop and protect natural resources, taking into account different roles and positions of women and men in accessing environmental goods and services? <i>For example, activities that could lead to natural resources degradation or depletion in communities who depend on these resources for their livelihoods and well being</i>	No
Principle 3: Environmental Sustainability: Screening questions regarding environmental risks are encompassed by the specific Standard-related questions below		
Standard 1: Biodiversity Conservation and Sustainable Natural Resource Management		
1.1	Would the Project potentially cause adverse impacts to habitats (e.g. modified, natural, and critical habitats) and/or ecosystems and ecosystem services? <i>For example, through habitat loss, conversion or degradation, fragmentation, hydrological changes</i>	No

¹ Prohibited grounds of discrimination include race, ethnicity, gender, age, language, disability, sexual orientation, religion, political or other opinion, national or social or geographical origin, property, birth or other status including as an indigenous person or as a member of a minority. References to "women and men" or similar is understood to include women and men, boys and girls, and other groups discriminated against based on their gender identities, such as transgender people and transsexuals.

1.2	Are any Project activities proposed within or adjacent to critical habitats and/or environmentally sensitive areas, including legally protected areas (e.g. nature reserve, national park), areas proposed for protection, or recognized as such by authoritative sources and/or indigenous peoples or local communities?	No
1.3	Does the Project involve changes to the use of lands and resources that may have adverse impacts on habitats, ecosystems, and/or livelihoods? (Note: if restrictions and/or limitations of access to lands would apply, refer to Standard 5)	No
1.4	Would Project activities pose risks to endangered species?	No
1.5	Would the Project pose a risk of introducing invasive alien species?	No
1.6	Does the Project involve harvesting of natural forests, plantation development, or reforestation?	No
1.7	Does the Project involve the production and/or harvesting of fish populations or other aquatic species?	No
1.8	Does the Project involve significant extraction, diversion or containment of surface or ground water? <i>For example, construction of dams, reservoirs, river basin developments, groundwater extraction</i>	No
1.9	Does the Project involve utilization of genetic resources? (e.g. collection and/or harvesting, commercial development)	No
1.10	Would the Project generate potential adverse transboundary or global environmental concerns?	No
1.11	Would the Project result in secondary or consequential development activities which could lead to adverse social and environmental effects, or would it generate cumulative impacts with other known existing or planned activities in the area? <i>For example, a new road through forested lands will generate direct environmental and social impacts (e.g. felling of trees, earthworks, potential relocation of inhabitants). The new road may also facilitate encroachment on lands by illegal settlers or generate unplanned commercial development along the route, potentially in sensitive areas. These are indirect, secondary, or induced impacts that need to be considered. Also, if similar developments in the same forested area are planned, then cumulative impacts of multiple activities (even if not part of the same Project) need to be considered.</i>	No
Standard 2: Climate Change Mitigation and Adaptation		
2.1	Will the proposed Project result in significant ² greenhouse gas emissions or may exacerbate climate change?	No
2.2	Would the potential outcomes of the Project be sensitive or vulnerable to potential impacts of climate change?	No
2.3	Is the proposed Project likely to directly or indirectly increase social and environmental vulnerability to climate change now or in the future (also known as maladaptive practices)? <i>For example, changes to land use planning may encourage further development of floodplains, potentially increasing the population's vulnerability to climate change, specifically flooding</i>	No
Standard 3: Community Health, Safety and Working Conditions		
3.1	Would elements of Project construction, operation, or decommissioning pose potential safety risks to local communities?	No
3.2	Would the Project pose potential risks to community health and safety due to the transport, storage, and use and/or disposal of hazardous or dangerous materials (e.g. explosives, fuel and other chemicals during construction and operation)?	No
3.3	Does the Project involve large-scale infrastructure development (e.g. dams, roads, buildings)?	No
3.4	Would failure of structural elements of the Project pose risks to communities? (e.g. collapse of buildings or infrastructure)	No
3.5	Would the proposed Project be susceptible to or lead to increased vulnerability to earthquakes, subsidence, landslides, erosion, flooding or extreme climatic conditions?	No

² In regards to CO₂, 'significant emissions' corresponds generally to more than 25,000 tons per year (from both direct and indirect sources). [The Guidance Note on Climate Change Mitigation and Adaptation provides additional information on GHG emissions.]

3.6	Would the Project result in potential increased health risks (e.g. from water-borne or other vector-borne diseases or communicable infections such as HIV/AIDS)?	No
3.7	Does the Project pose potential risks and vulnerabilities related to occupational health and safety due to physical, chemical, biological, and radiological hazards during Project construction, operation, or decommissioning?	No
3.8	Does the Project involve support for employment or livelihoods that may fail to comply with national and international labor standards (i.e. principles and standards of ILO fundamental conventions)?	No
3.9	Does the Project engage security personnel that may pose a potential risk to health and safety of communities and/or individuals (e.g. due to a lack of adequate training or accountability)?	No
Standard 4: Cultural Heritage		
4.1	Will the proposed Project result in interventions that would potentially adversely impact sites, structures, or objects with historical, cultural, artistic, traditional or religious values or intangible forms of culture (e.g. knowledge, innovations, practices)? (Note: Projects intended to protect and conserve Cultural Heritage may also have inadvertent adverse impacts)	No
4.2	Does the Project propose utilizing tangible and/or intangible forms of cultural heritage for commercial or other purposes?	No
Standard 5: Displacement and Resettlement		
5.1	Would the Project potentially involve temporary or permanent and full or partial physical displacement?	No
5.2	Would the Project possibly result in economic displacement (e.g. loss of assets or access to resources due to land acquisition or access restrictions – even in the absence of physical relocation)?	No
5.3	Is there a risk that the Project would lead to forced evictions? ³	No
5.4	Would the proposed Project possibly affect land tenure arrangements and/or community based property rights/customary rights to land, territories and/or resources?	No
Standard 6: Indigenous Peoples		
6.1	Are indigenous peoples present in the Project area (including Project area of influence)?	No
6.2	Is it likely that the Project or portions of the Project will be located on lands and territories claimed by indigenous peoples?	No
6.3	Would the proposed Project potentially affect the human rights, lands, natural resources, territories, and traditional livelihoods of indigenous peoples (regardless of whether indigenous peoples possess the legal titles to such areas, whether the Project is located within or outside of the lands and territories inhabited by the affected peoples, or whether the indigenous peoples are recognized as indigenous peoples by the country in question)? <i>If the answer to the screening question 6.3 is “yes” the potential risk impacts are considered potentially severe and/or critical and the Project would be categorized as either Moderate or High Risk.</i>	No
6.4	Has there been an absence of culturally appropriate consultations carried out with the objective of achieving FPIC on matters that may affect the rights and interests, lands, resources, territories and traditional livelihoods of the indigenous peoples concerned?	No
6.5	Does the proposed Project involve the utilization and/or commercial development of natural resources on lands and territories claimed by indigenous peoples?	No
6.6	Is there a potential for forced eviction or the whole or partial physical or economic displacement of indigenous peoples, including through access restrictions to lands, territories, and resources?	No
6.7	Would the Project adversely affect the development priorities of indigenous peoples as defined by them?	No

³ Forced evictions include acts and/or omissions involving the coerced or involuntary displacement of individuals, groups, or communities from homes and/or lands and common property resources that were occupied or depended upon, thus eliminating the ability of an individual, group, or community to reside or work in a particular dwelling, residence, or location without the provision of, and access to, appropriate forms of legal or other protections.

6.8	Would the Project potentially affect the physical and cultural survival of indigenous peoples?	No
6.9	Would the Project potentially affect the Cultural Heritage of indigenous peoples, including through the commercialization or use of their traditional knowledge and practices?	No
Standard 7: Pollution Prevention and Resource Efficiency		
7.1	Would the Project potentially result in the release of pollutants to the environment due to routine or non-routine circumstances with the potential for adverse local, regional, and/or transboundary impacts?	No
7.2	Would the proposed Project potentially result in the generation of waste (both hazardous and non-hazardous)?	No
7.3	Will the proposed Project potentially involve the manufacture, trade, release, and/or use of hazardous chemicals and/or materials? Does the Project propose use of chemicals or materials subject to international bans or phase-outs? <i>For example, DDT, PCBs and other chemicals listed in international conventions such as the Stockholm Conventions on Persistent Organic Pollutants or the Montreal Protocol</i>	No
7.4	Will the proposed Project involve the application of pesticides that may have a negative effect on the environment or human health?	No
7.5	Does the Project include activities that require significant consumption of raw materials, energy, and/or water?	No

Annex 2: OFFLINE RISK LOG

(see [Deliverable Description](#) for the Risk Log regarding its purpose and use)

Project Title: Energy and Waste Solutions - Social Stabilization through Integrated Solid Waste Management in Vulnerable Communities	Award ID: 00077650 Project ID: 00090039 – A7	Date: 2019/12/26
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#	Description	Date Identified	Type	Impact & Probability	Countermeasures / Mngt response	Owner	Submitted, updated by	Last Update	Status
1	Political instability and security situation in the country can slow down or stop the project activities.	2018/12/26	Political	P = 2 I = 2	Close follow up and monitoring of the situation in the country, timely notification of potential threats to the PB, and close coordination with UNDSS especially for fieldwork. In the case of serious worsening of situation, activities will be contained to safer areas.	UNDP			
2	Low engagement and willingness of beneficiaries to manage and maintain the installed equipment.	2018/12/26	Operational	P = 2 I = 2	UNDP and LOST to engage the beneficiaries and to build capacity to ensure knowledge about operation and maintenance.	UNDP & LOST			
3	Limited capacities of local municipalities/institutions.	2018/12/26	Institutional	P = 2 I = 2	The project will provide capacity development to ensure appropriate project and financial management, transparent implementation, monitoring and reporting. The project will depend on diversified implantation modalities that include engaging and contracting of local authorities, community based organizations, NGOs, and private sector.	UNDP			
4	Duplication of efforts with other humanitarian/development agencies	2018/12/26	Strategic	P = 2 I = 1	The information about the activities will be regularly shared in Sector Working Groups nationally and locally to ensure coordination and complementarity	UNDP			



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STANDARD RESPONSIBLE PARTY AGREEMENT

Between the United Nations Development Programme and a Civil Society Organization



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Responsible Party Agreement

[Reference No. insert reference number, if any; if none, delete bracketed text]

1. Country: [Click here and enter Host Country name]	
2. Name of Civil Society Organization (CSO): "[Click here and enter full name of CSO]" incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with address at "[Click here and enter full address of CSO]"	
3. Project Number and Title: "[Click here and enter Project number (if any) and title]"	
4. Implementation Period: From [Click here and enter date] to [Click here and enter date]	
5. Budget: Up to the amount of US\$ [Click here and enter amount] ([Click here and amount in words] United States Dollars)	
6. Information for CSO Bank Account into Which Funds Will Be Disbursed: Account Name: [Click here and enter Owner of Bank Account] Account Title: [Click here and enter Account Title] Account Number: [Click here and enter Account Number] Bank Name: [Click here and enter Bank name] Bank Address: [Click here and enter Bank Address] Bank SWIFT Code: [Click here and enter Bank SWIFT Code] Bank Code: [Click here and enter Bank Code] Routing instructions for disbursements: [Click here and enter any additional instructions]	
7. Notices to CSO: Name: Address: Tel: Fax: Email:	8. Notices to UNDP: Name: Address: Tel: Fax: Email:
9. Signed for " [Click here and enter CSO name] " by its Authorized Representative Date: _____ Signature: _____	

10. Signed for the **United Nations Development Programme** by its Authorized Representative

Date: _____

Signature: _____

The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

this face sheet ("Face Sheet")

[Special Conditions]*[delete if no Special Conditions are identified]*

Standard Terms and Conditions

Annex A – Project Document (including the Work Plan)

Annex B – CSO Technical and Financial Proposals

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

STANDARD TERMS AND CONDITIONS

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP") concluded a project document (hereinafter the "Project Document") for the project named in block 3 of the Face Sheet (hereinafter the "Project");

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the "CSO"), as a responsible party to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan");

WHEREAS UNDP and the CSO (together referred to as the "Parties" or, individually, a "Party"), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Financial Arrangements

2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO's performance of the Activities.

2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.

2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.

2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.0 Refund

3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

4.0 The CSO Personnel

4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

5.0 Assignment

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

6.0 Contracting

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

8.0 Equipment

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

9.0 Copyrights, Patents, and Other Proprietary Rights

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

10.0 Reporting

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;

- c) Corresponding indicators, baselines, sources of data, and data collection methods;
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;
- e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and
- f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

11.0 Maintenance of Records

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

12.0 Confidentiality

12.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable

opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

13.0 Insurance and Liabilities to Third Parties

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.3 The CSO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

14.0 Indemnity

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

15.0 Tax Exemptions

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

15.2 Accordingly, the CSO authorizes UNDP to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

16.0 Security and Anti-Terrorism

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

17.0 Audit and Investigations

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the obligations performed under this Agreement, and the operations of the CSO generally relating to the

performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

18.0 Force Majeure

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement.

19.0 Use of the Name, Emblem and Official Seal of UNDP

19.1 The CSO shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

20.0 Privileges and Immunities

20.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

21.0 Officials Not to Benefit

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

22.0 Observance of the Law

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

23.0 Child Labor

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

24.0 Mines

24.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiaries or affiliated entities (if any) nor any CSO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

25.0 Sexual Exploitation

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

25.3 UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such CSO Personnel.

26.0 Conflicts of Interest; Anti-Corruption

26.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

26.2 The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels; or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

26.3 If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

26.4 The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

27.0 Dispute Settlement

27.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek

such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

27.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

28.0 Termination of this Agreement

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article.

28.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

29.0 Notices

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

30.0 Survival

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

31.0 Other CSO Representations and Warranties

31.1 ___The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

32. Entry into Force, Duration, Extension and Modification of this Agreement

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.