



Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery

Environmental and Social Management Plan for the rehabilitation of
building Re_212, Re_214, Re_714, Me_30, Me_46

Prepared by
UN-Habitat

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Executive Summary

The Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery ([P176577](#)) – BERYT project implemented by UN-Habitat aims to support the recovery of Beirut following the Port of Beirut explosion by rehabilitating severely and moderately damaged residential buildings of heritage value and providing emergency support to cultural creative entities and practitioners.

This Environmental and Social Management Plan (ESMP) was prepared for an activity under the first component of this project – the rehabilitation and / or reconstruction of Re_212, Re_214, Re_714, Me_30, Me_46 buildings in the Rmeil (Re) and Medawar (Me) cadasters located in the explosion affected area. Component 1 of the Project aims at supporting the return of the displaced residents to the selected buildings. Three ESMP reports were developed earlier, [the first for Batch 1 of buildings](#) which includes four buildings (Re_679, Re_710, Re_694 and Ac_726), [the second for Batch 2 of buildings](#) which includes eight buildings (Me_119, Re_264, Re_364, Re_425, Re_643/644, Re_692, Re_2011 and Re_2307) and the [third for a single building](#) (Re_738); all were disclosed on the websites of UN-Habitat and the World Bank.

The ESMP includes mitigation, monitoring, documentation and reporting, and institutional setup and capacity building plans primarily aiming at meeting the [World Bank’s Environmental and Social Framework](#) (ESF) requirements and relevant national regulations and in line with the cleared and disclosed [Environmental and Social Commitment Plan \(ESCP\)](#).

National Legislation and Legal framework

According to the Environmental and Social Management Framework and labor management procedures ([ESMF-LMP](#)), developed for this project, the following World Bank Environmental and Social Standards (ESSs) were triggered by the project: Assessment and Management of Environmental and Social Risks and Impact (ESS1), Labor and Working Conditions (ESS2), Resource efficiency and pollution prevention and management (ESS3), Community Health and Safety (ESS4), Cultural Heritage (ESS8), and Stakeholder Engagement and Information Disclosure (ESS10), in addition to the General Environmental, Health and Safety Guidelines (EHSGs) of the World Bank. Furthermore, the national environmental regulations such as Law 444 (Protection of the Environment) and Environmental Impact Assessment (EIA) Decree 8633/2012, the Labor Law of 1946 and its amendments, health and safety guidelines and regulations related to Cultural Heritage are mostly relevant for the current project.

Project description

The engineering design of the project started in May 2024 by Spectrum consultancy firm with a preparation phase where site and Environmental and Social (E&S) assessments and design activities were initiated. The rehabilitation and reconstruction activities will be undertaken by a selected contractor following a competitive process. The works will include rubble removal and sorting works, excavation and foundation works, scaffolding system installation, restoring and preserving heritage elements, dismantling and demolition works, masonry and wood works, concrete works, mechanical and plumbing, and electrical works, roof works, walls, floors and ceiling finishes and adding the required equipment and accessories. Execution works for Re_212, Re_214, Me_30, Me_46 and Re_714 are expected to start in the last week of August 2024 and to be completed by end of May 2025. This ESMP will be an integral part of the tender documents for contractor’s selection, requiring the selected

contractor to prepare a Construction Environmental and Social Management Plan (CESMP) based on this ESMP. The CESMP must be cleared by UN-Habitat before the commencement of project activities, ensuring alignment with World Bank and national environmental and social safeguards requirements.

Baseline assessment

The environmental and social baseline assessment conducted for this ESMP described the current conditions with respect to the physical, biological and socio-economic environments in the project area. The area falls in the very dense historic center of Beirut. A lot of reconstruction and rehabilitation works are already taking place in the area, thus relatively moderate to high background levels of dust and noise emissions. In fact, the Maroun Semaan Faculty of Engineering and Architecture (MSFEA) Air Pollution Observatory at the American University of Beirut (AUB) Campus monitors the airborne particles (PM_{2.5} and PM₁₀¹) and indicates that urban areas in Lebanon generally exceed associated World Health Organization (WHO) guidelines (MSFEA website²). Besides background dust reportedly brought by storms from Arabian and Saharan deserts, additional sources of dust in the area are anthropogenic and comprise the transport and energy sectors in addition to dust caused by the ongoing numerous rehabilitation activities taking place in the area. In October 2023, noise measurements were conducted by UN-Habitat around the targeted buildings using a Lutron SL-4023SD handheld noise meter. It showed levels ranging between 45.9 and 85.6 decibels (dBA) thus higher at times than the national standards for residential areas with construction sites, or commercial zones, or near a major road (50-60 dBA between 7 am and 6 pm based on Decision 52/1 of 1996).

Regarding the ecological conditions and given the location of the project, it can be considered that there is no biodiversity of significant value in the area.

With respect to socio-economic aspects, and according to UN-[Beirut city profile](#) (2021) it is estimated that there are 1,291,280 residents from different nationalities in Beirut city (Beirut and its suburbs), with 23 percent Syrian and Palestinian refugees from Syria and Palestinian refugees from Lebanon (GoL/UN, 2021³, UN-Habitat, 2021⁴). With the multi-faceted crisis that Lebanon is facing and the rapid deterioration of peoples' livelihoods, the poverty level has increased, with an estimated 28.9 percent of households in Beirut experiencing extreme poverty and 73 percent of households in Beirut experiencing multidimensional poverty (ESCWA, 2021⁵). Key economic sectors in the area include construction and real estate, tourism and other vital urban services. With respect to cultural heritage, the targeted area is a crowded area and one of the most vibrant neighborhoods of Beirut with a mixed architecture of

¹ Particulate matter (PM) includes microscopic matter suspended in air or water. Airborne particles are called aerosols. PM₁₀ includes particles less than 10 µm in diameter, PM_{2.5} those less than 2.5 µm.

The toxicity of suspended particles is mainly due to particles with a diameter of less than 10 µm. They can be emitted directly into the air from anthropogenic activities (industry, residential, agriculture, transport) and natural sources (forest fires, volcanic eruptions, etc.). Particles can also be formed directly in the atmosphere by physico-chemical reactions between pollutants already present in the atmosphere (definition according to the "Institut national de la statistique et des études économiques (Insee, France))

² [MSFEA Air Pollution Observatory \(aub.edu.lb\)](https://www.msfea.aub.edu.lb/)

³ Lebanon Crisis Response Plan 2017 – 2021, 2021update, produced by the Government of Lebanon and the United Nations, January 2021

⁴ UN-Habitat, 2021, Beirut City Profile, <https://unhabitat.org/sites/default/files/2021/07/2021.07.19.pdf>

traditional buildings and high-rise modern buildings. An assessment of the heritage value of the targeted buildings was conducted and showed that they mostly date back to the Ottoman and colonial periods.

Environmental and social management plan

The ESMP for the project includes four main sections, namely the mitigation, monitoring, documentation and reporting and institutional setup and capacity building plans. It stresses that the contractor should hire an ESS / Occupational Health and Safety (OHS) expert who would follow up on the implementation of the various plans including reporting and record keeping activities and regular training of the workforce under the supervision of the supervising consultant. It equally stresses that the ESMP should be included in the tender documents of the contractor(s) so that they would take its requirements into account in their financial offers. Also, the agreement with the contractor should include the requirement of ESMP implementation as well as financial penalties in the event of non-compliance with its provisions.

Stakeholder engagement and Grievance Mechanism

UN-Habitat and their implementing partner, [Al Makassed Philanthropic Islamic Association](#), have identified and engaged with the project stakeholders through several means: stakeholder meetings, Technical Advisory Committee (TAC) meetings, in-person interviews, commercial units' surveys, unstructured interviews, etc. To date, in-person meetings were conducted with the landlords/tenants and/or legal representatives of buildings, among which five are targeted by the current ESMP report. In general, the project received positive feedback from the community and the stakeholders including affected landlords and tenants. The main concerns shared by the stakeholders were related to safe and fast return to the units without any eviction threat, possible traffic, noise and dust exposure during rehabilitation and/or reconstruction works and any possible discontinuity or disruption of businesses in the study area due to the works. UN-Habitat has established several channels to register concerns or feedback including a dedicated grievance mechanism (GM) email⁵, WhatsApp⁶, complaint box⁷ and the website⁸ 24/7. It is also possible to submit complaints in person through all BERYT partners including Al Makassed. Training sessions on the project's GM were conducted for all partners involved on the project and the GM process has been widely disseminated to local communities through the various stakeholder engagement meetings implemented under the project. Additionally, two complaint boxes have been installed till date, one at the [BERYT field office](#) (Medawar) and [the second one](#) at another targeted building where rehabilitation activities have started (building Re_679). Other boxes will be installed later at several locations within the affected areas including around the buildings targeted in this ESMP report. The GM flyer has been updated with a QR code for the map showing the locations of complaint boxes. All grievances can be submitted in both languages, English and Arabic, through the aforementioned channels. Anonymous grievances are also accepted, and all received grievances are treated in high confidentiality.

⁵ GM email address: unhabitat-lb-gm@un.org

⁶ GM phone number: +961 81 582 376

⁷ A complaint box has been installed at BERYT field office, and a second one has been installed at another targeted building where rehabilitation activities have started (building Re_679).

⁸ BERYT project webpage: <https://unhabitat.org/project/beirut-housing-rehabilitation-and-cultural-and-creative-industries-recovery>

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List of Abbreviations

3RF	Reform, Recovery and Reconstruction Framework
Ac	Achrafieh
AUB	American University of Beirut
BBHR	Beirut Built Heritage Rescue
BHI	Beirut Heritage Initiative
BoQ	Bill of Quantities
CESMP	Construction Environmental and Social Management Plan
CoC	Code of Conduct
CDR	Council for Development and Reconstruction
CDW	Construction & Demolition Waste
CMU	Concrete Masonry Unit
CSO	Civil Society Organization
dBa	Decibels
DGA	Directorate General of Antiquities
EDL	Electricité du Liban
EIA	Environmental Impact Assessment
ESCP	Environmental and Social Commitment Plan
ESF	Environmental and Social Framework of the World Bank
ESHS	Environmental, Social, Health and Safety requirements
EHSG	Environment, Health and Safety Guidelines of the World Bank Group
EHS	Environment, Health and Safety
Eoi	Expression of Interest
ESIA	Environmental and Social Impact Assessment
ESA	Environmental and Social Assessment
ESMF	Environmental and Social Management Framework
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standard
FER	Forward Emergency Room
GAC	Grant Approval Committee
GBVIMS	Gender Based Violence Information Management System
GBV	Gender Based Violence
GHG	Greenhouse Gases
GIIP	Good International Industry Practice
GM	Grievance Mechanism
IEE	Initial Environmental Examination
ILO	International Labor Organization
LCRP	Lebanon Crisis Response Plan
LMP	Labor Management Procedures
LGBTQI	Lesbian, Gay, Bisexual, Transgender, Queer and Intersex
LIBNOR	The Lebanese Standards Institution
Me	Medawar
MEP	Mechanical, Electrical and Plumbing
MoB	Municipality of Beirut
MoC	Ministry of Culture
MoE	Ministry of Environment
MoEW	Ministry of Energy and Water

Mol	Ministry of Industry
MoIM	Ministry of Interior and Municipalities
MoL	Ministry of Labor
MoSA	Ministry of Social Affairs
MSFEA	Maroun Semaan Faculty of Engineering and Architecture
NGO	Non-Government Organization
OEA	Order of Engineers and Architects
OHS	Occupational Health and Safety
OHSP	Occupational Health and Safety Plans
PCU	Project Coordination Unit
PM	Particulate Matter
PIU	Project Implementation Unit
PM	Particle Matter
PPE	Personal Protective Equipment
PSEA	Protection from Sexual Exploitation and Abuse
Re	Rmeil
RHA	Risk Hazard Assessment
SEA	Sexual Exploitation and Abuse
SEP	Stakeholder Engagement Plan
SH	Sexual Harassment
SEL	Socio-Economic and Legal
SME	Small and Medium Enterprise
TAC	Technical Advisory Committee
TO	Task Order
UN	United Nations
UNDP	United Nations Development Program
UNESCO	United Nations Educational, Scientific and Cultural Organization
UN-Habitat	United Nations Human Settlements Programme
USD	United States dollar
WB	World Bank
WS	Work Stage
WHO	World Health Organization

1 Introduction

1.1 Background

On 4 August 2020, a massive explosion occurred at the Port of Beirut, killing 218 people, injuring around 7,000, displacing around 300,000 persons and causing widespread damage within a radius of 5 km from the explosion epicenter. Rmeil, Achrafieh, Medawar and Saifi cadasters located within a radius of 2 km were the most affected areas ([ReliefWeb, 2022](#)⁹; [UN-Habitat, 2021](#)¹⁰).

Lebanon was already experiencing compounded crises – with the Syrian refugee crisis, the political, economic and financial crisis, the COVID-19 pandemic and most lately the Cholera outbreak.

In this context, the Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery ([P176577](#)) – BERYT project was launched in February 2022¹¹. Implemented by UN-Habitat and funded by the Lebanon Financing Facility (LFF) and administered by the World Bank, the project will support the reconstruction / rehabilitation of several severely or moderately damaged residential buildings of heritage value of the explosion-affected area. It will also provide emergency support to affected creative entities and practitioners to sustain their livelihoods and recover the vibrancy and cultural identity of the area.

As the LFF is administered by the World Bank, the reconstruction / rehabilitation process needs to be consistent with the requirements of the Environmental and Social Framework (ESF) of the World Bank as described in the project's [Environmental and Social Management Framework \(ESMF\)](#), [Labour Management Procedures \(LMP\)](#), [Environmental and Social Commitment Plan \(ESCP\)](#), and [Stakeholders Engagement Plan \(SEP\)](#) which have been cleared and disclosed on the project webpage during the preparation phase of the project. It would also need to be compliant with the relevant national regulations as indicated in the aforementioned instruments.

1.2 Objective of ESMP

The ESMF developed for the project covers all the project's components and will guide UN-Habitat and its partners in ensuring that all project activities meet the requirements of the World Bank's ESF, including the preparation and implementation of subproject, site specific Environmental and Social Management Plans (ESMPs). The ESMPs would need to take into consideration the requirements described in the project's ESMF including Labor Management Procedures (LMP), ESCP and SEP.

This ESMP was prepared to meet the requirements of the World Bank's ESF during the rehabilitation of five damaged buildings, Re_212, Re_214, Re_714, Me_30 and Me_46, all falling under the category of vacant buildings. The rehabilitation works are expected to start in August 2024.

The rehabilitation process will encompass a range of works with potential inherent environmental and social impacts. The ESMP will provide, for each identified impact, a set of mitigation and monitoring measures to ensure compliance with the World Bank's ESF and to reduce it to an acceptable level. The Environmental and Social Standards (ESSs) triggered under this project – and as developed in the ESMF – are: Assessment and Management of Environmental and Social Risks and Impact (ESS1), Labor and

⁹ [Beirut Explosion: Two years on, Lebanon needs our support now more than ever - Lebanon | ReliefWeb](#)

¹⁰ https://unhabitat.org/sites/default/files/2022/01/p176577_esmf_lmp-un-habitat_final_.pdf

¹¹ Information regarding the project can be consulted on the project's website [Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery | UN-Habitat \(unhabitat.org\)](#)

Working Conditions (ESS2), Resource efficiency and pollution prevention and management (ESS3), Community Health and Safety (ESS4), Cultural Heritage (ESS8), and Stakeholder Engagement and Information Disclosure (ESS10), in addition to the General Environmental, Health and Safety Guidelines (EHSs) of the World Bank.

1.3 Project Organizational Structure

The project's organizational structure is provided in Figure 1 below. In summary, the project is funded by LFF through the World Bank and is implemented by UN-Habitat in partnership with UNESCO. The Project Implementation Unit (PIU) at UN-Habitat includes a multidisciplinary team of experts and engineers specialized in urban development and restoration, social development, environmental management, procurement, communication and outreach as well as legal issues.

Contractors and Non-Governmental Organizations (NGOs) are involved in the implementation, Civil Society Organizations (CSOs) and NGOs are involved in outreach activities. The NGO working on component 1 is Makassed whereas the CSOs include Real Estate Syndicate of Lebanon (REAL) and The Lebanese Association for Energy Saving & For Environment (Almee). A technical advisory committee (TAC) has been formed for the project with the role of providing strategic level advice on project implementation to support integration and synergies among the activities and components. The committee includes representatives from Beirut Governorate, the Municipality of Beirut (MoB), the Ministry of Culture/ Directorate General of Antiquities (DGA), the Ministry of Social Affairs/ Public Corporation for Housing (PCH), the Order of Engineers and Architects (OEA) in Beirut, UNESCO and two representatives of local CSO/NGOs. Also, a Grant Approval Committee (GAC) was set up and chaired by UNESCO in close collaboration with the PIU and comprised of external members (on a pro-bono basis) who represented local cultural experts. The GAC role is to review and approve applications received from cultural practitioners and entities under project Component 2.

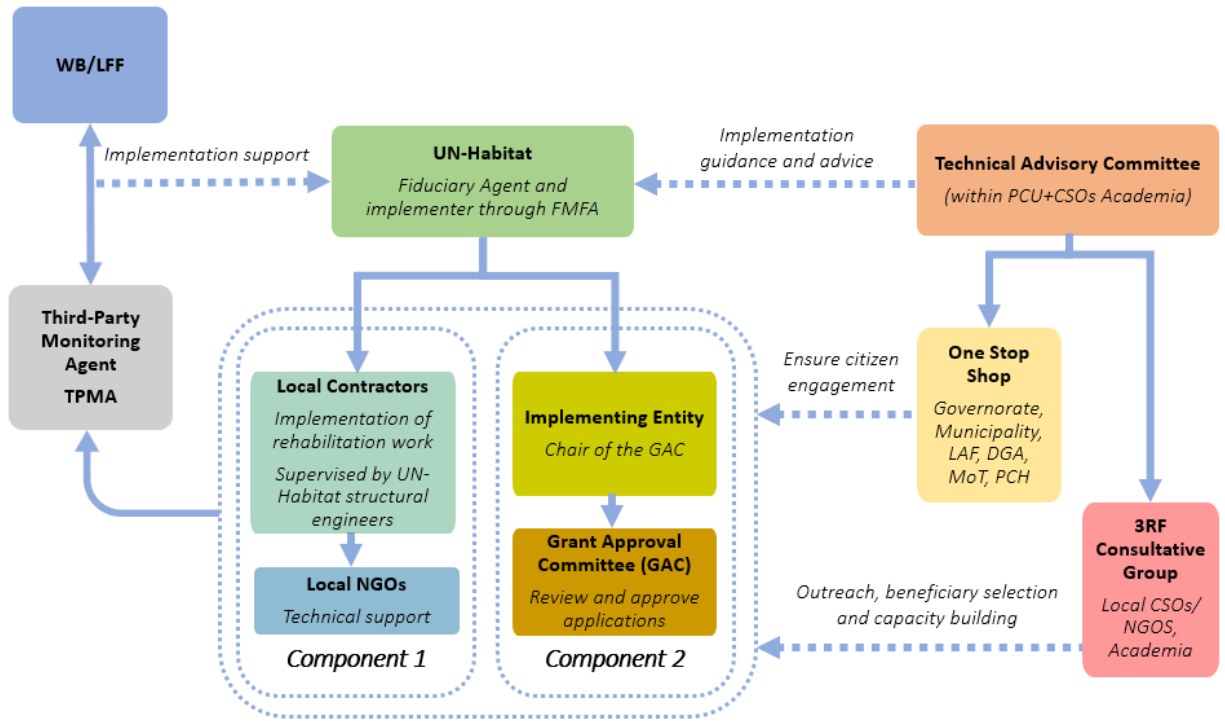


Figure 1: Project's organizational chart

1.4 ESMP team

This report has been prepared by the UN Habitat team:

- Layale Abi Esber, Environmental and Social Specialist
- Maryam Nazzal, Social Specialist
- Sarah Saad, Housing Analyst
- Aziza Yassine, Social Specialist
- George El Chami, Civil Engineer
- Elie Mansour, Civil Engineer and Urban Planner

2 Project Description

2.1 Project location

The buildings which are targeted by the current ESMP are located in Rmeil and Medawar cadasters within a 2 km radius from the Beirut Port explosion (Figure 2). They are located at the center of Beirut city and surrounded by some of Beirut's most remarkable neighbourhoods with a vibrant urban fabric rich in cultural activities and a built environment with many heritage buildings. In addition to being dense and residential, the target area also hosts many of Lebanon's public and private services, with the *Electricite du Liban*, and a major hospital (Orthodox/ St. Georges hospital) that were heavily affected by the explosion.

2.2 Project duration and schedule

The project started in February 2022 with a launch event organized at the Grand Serail and is expected to end by June 2025. The *Residential buildings rehabilitation* subcomponent started with a study phase to select the buildings that will be rehabilitated, the recruitment of 1- the implementing NGO partner, Al Makassed responsible for the mobilization and outreach to targeted families, 2- the legal firm, Legalis responsible for analyzing the legal situation of ownership and occupancy of each building under consideration, and 3- two engineering consulting firms, Spectrum for Me_46 and Re_212 and Rafik El Khoury & partners for Me_30, Re_214 and Re_714, through a bidding procedure and responsible for site assessments, conceptual designs, acquisition of necessary official permits, development of tender documents and later on supervision of implementation.

Contractors will be hired through a competitive tendering process which will be launched by UN-Habitat. Selected contractors are expected to start execution in the last week of August 2024. The project's execution schedule, developed for the purpose of this ESMP, is provided in Annex 1 and shows the estimated timeline for project planning, design and implementation. Both consultants along with UN-Habitat engineers and the restorer of the project will supervise the rehabilitation and reconstruction activities which are expected to span a period of around 10 months.

2.3 Project activities

A) Description of the building

Batch 4 includes the rehabilitation of five buildings damaged by the Beirut Port explosion: Me_30, Me_46, Re_212, Re_214 and Re_714 (Figures 2 and 3 and Table 1).



Figure 2: Map of buildings' location – the red dot is the explosion epicenter (UN-Habitat, 2024).



Medawar 30



Medawar 46



Rmeil 212



Rmeil 214



Rmeil 714

Figure 3: Selected buildings under Batch 4 labelled based on the cadastre where they are located and on the plot numbers (UN-Habitat, 2023)

Table 1: Summary description of targeted buildings

Building code	# of floors	# of residential units	# of commercial units (# of operational units)	Area (m ²)	Building use	Building occupancy status (residential units)	Minimum # of new comers ^{1/}
Me_30	3	3	4 (0)	900	Mixed	Vacant	9
Me_46	4	3	1 (0)	800	Mixed	Vacant	9
Re_212	3	3	1 (1)	720	Mixed	Vacant	6
Re_214	3	3	4 (0)	510	Residential	Vacant	9
Re_714	4	5	0 (0)	700	Mixed	Vacant	15

^{1/}In the targeted area, it is assumed that, for every residential unit, a minimum of two persons are expected to occupy each unit

Me_30 (Figure 4) is located in Gouraud street, Gemmayze neighborhood. It is a three-floor building, with vaulted commercial units on the ground floor, built during the late Ottoman period (1850-1919). Natural sandstone is the main building bearing material used in addition to marble balconies. Due to its proximity to the port and the exposure of its Northern façade to the explosion site, the building was severely affected by the explosion of August 2020, as can be seen in the general photos of the building (Figure 4). According to site observations and typological analysis, the house shows one phase of construction (during Ottoman period with no further additions during later heritage eras) and high level of damage such as disconnection of the facades, collapse of the pitched roof, and large internal and external structural cracks. The building was stabilized after the explosion, through an effort led by the DGA along with private sector contributors, to avoid further collapse and to protect the remaining parts from weathering conditions.

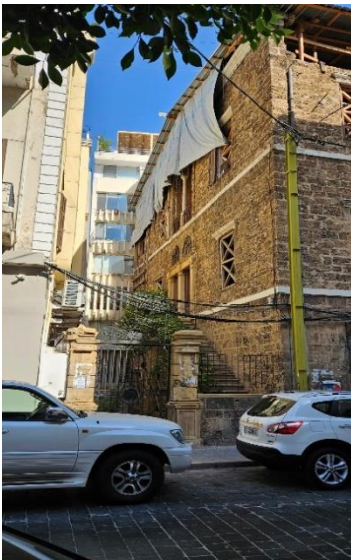


Figure 4: General Images of Me_30 (UN-Habitat, 2023)

Me_46 (Figure 5) is located in Pasteur street, facing St. Anthony church and it is 100 meters away from Three Doctors school (Ecole des Trois Docteurs) which is located in Michel Bustros Road and can be accessed from Gouraud street and not from Pasteur street. It is a four-floor building, with one commercial unit on its ground floor, with the first three levels, built with sandstone material, during the late Ottoman period (1850-1919) and the fourth and final level, built with concrete, during the colonial eclectic period (1920-1935). Due to its proximity to the harbor and the exposure of its Northern and main façade to the explosion site, the building was severely affected by the explosion of August 2020, its balconies and pitched roof collapsed and is currently propped as can be seen in the general photos of the building. According to site observations and typological analysis, the house shows two different phases of construction (Ottoman and early French mandate eras) and high level of damage. After the explosion, the

building was also stabilized and supported by a DGA led initiative called Li-Beirut to avoid further deterioration and collapse.



Figure 5: General photos of Me_46 (UN-Habitat, 2023)

Re_212 (Figure 6) is located in Lebanon street, Gemmayze, facing Couvent Terre Sainte monastery. It is a three-floor building, with one operational commercial unit on its ground floor level. The commercial unit is a library (Librairie St. Paul) managed by the owner of the building who voluntarily agreed to close it down in the event of any needed structural intervention. The first floor is informally utilized by a carpenter as a temporary workshop, and as already communicated and agreed with the carpenter, the workshop will voluntarily be vacated as equally confirmed by the building owner¹². Moreover, a legal document was

¹² Based on a personal communication with Priest Marwan Sayde on 15 May 2024

prepared (provided in Annex 13) to be signed by the carpenter before the start of rehabilitation works. According to the heritage elements and ornaments (triple arcades, marble balconies with stone brackets, etc.) of the building, one can clearly determine that it was built during the late ottoman period (1850-1919). Natural sandstone covered with lime plaster is the primary construction material utilized complemented by the adornment of marble balconies. Over the years, several interventions have taken place, with the most recent involving the replacement of the pitched red tiles roof with a newly constructed reinforced concrete slab. As communicated by the building owner, this building was vacant at the time of the explosion whereby no families existed by that time except for the intermittent presence of the carpenter who was informally using one room on the first floor. However, this workshop will be voluntarily vacated by the carpenter as already agreed with him the building was severely affected due to its proximity to the explosion site and currently denotes a high level of damage mainly due to the large internal structural cracks that were identified during the site inspections.

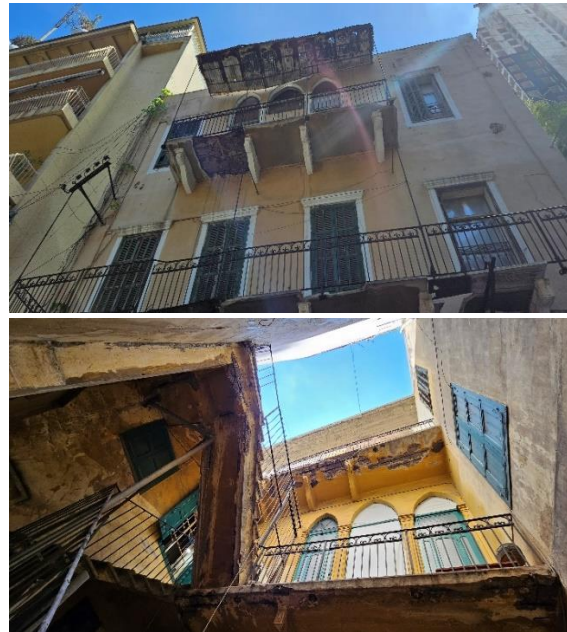




Figure 6: Images of Re_212 showing the building and its internal damages (UN-Habitat, 2023)

Re_214 (Figure 7) is located in Mar Antonios street, Gemmayze, parallel to Gouraud street and adjacent to Arthaus guesthouse and restaurant in Beirut (around 60 meters away, as illustrated in Figure 10 below). It is a three-floor building, with all units being residential and the last floor unit having half of the building surface area. According to the heritage elements and ornaments (triple arcades, marble balconies with stone brackets, etc.) of the building, one can clearly determine that it was built during the late ottoman period (1850-1919). Natural sandstone covered with lime plaster is the primary construction material utilized complemented by the adornment of marble balconies. Over the years, the building was totally neglected, and no renovation interventions have been implemented which resulted in severe decaying that can be clearly identified along the facades. The wood and brick pitched roof totally collapsed through the years and was replaced with a temporary steel corrugated sheet. This building was vacant at the time of the explosion and was severely affected due to its proximity to the explosion site and currently denotes a severe level of damage.



Figure 7: General Images of Re_214 (UN-Habitat, 2023)

Re_714 (Figure 8) is located at Salah Labaki Street in Rmeil, at a close proximity to the Saint George Hospital University Medical Center and directly next to the Rmeil cluster previously rehabilitated by UN-Habitat. It's a four-floor building, with all units being residential and the last floor unit having half of the building's surface area. It is clear that this building was constructed during different phases: The ground floor dates back to the late Ottoman period (1850-1919), primarily constructed using natural sandstone and bricks. The remaining floors were constructed using reinforced concrete as construction materials, with the second-floor dating back to the colonial eclectic period (1920-1935) and the third and fourth floors dating back to the early modernist period (1936-1955). The entire building is covered with a layer of lime plaster. Over the years, the building was totally neglected, and no renovation interventions have been implemented. This building was vacant at the time of the explosion, and was severely affected due to its proximity to the explosion site and currently denotes a severe level of damage. UN-Habitat applied

an emergency propping intervention to avoid any sudden collapse or avoid any fallen parts that might threaten the surroundings.

The introduction of concrete into the architectural landscape was a significant development, with the material being regarded as an "artificial cast stone" capable of emulating a variety of historical styles. By the 1920s, the importation of cement from Europe, particularly France, marked a pivotal moment in residential building construction. Initially, this imported cement facilitated the replication of traditional architectural vernaculars. However, it soon led to the adoption of new styles through its increasing availability. Between 1923 and 1930, the demand for imported cement saw a notable rise, reflecting its growing influence on the residential expansion of Beirut during the 1920s and 1930s. In the case of Re_714, concrete stands as the cornerstone of construction, with solid concrete blocks forming the essential structure of the walls, showcasing the material's versatility and enduring appeal in modern architecture.



Figure 8: General Images of Re_714 (UN-Habitat, 2023)

B) Rehabilitation and reconstruction activities

The project design started with a site assessment phase including site visits, data collection, survey (photogrammetry, drone, laser scanning, manual measurements, topography, etc.), documentation of the actual situation of the buildings, production of historical and typological research and development of reports, production of recommendations on the site conditions and safety, digitization of survey and as-built drawings. A geotechnical report and soil investigation tests are done where needed. The structural integrity of the buildings was also assessed and reported as part of the site assessment reports. Conceptual designs, outlining the methodology of rehabilitation and the techniques to be used, followed afterwards.

With respect to actual project implementation, which is comprised of the rehabilitation and reconstruction activities, it will use a Build Back Better approach inspired by UN-Habitat extensive experience in this field. The implementation activities of Me_30, Me_46, Re_212, Re_214 and Re_714 will be supervised by UN-Habitat team, the project restorer and the selected consultants respectively and will include the below activities:

Preliminary activities

The activities at this phase shall include the contractor mobilization (the series of actions required to bring a contractors' personnel/ workers, site office, equipment and materials to the work site), obtaining municipal permits to install fences/ scaffoldings/ reserving the public domain, followed by the marking, site cleaning (sorting of materials) and hoarding installation. Banners shall also be prepared highlighting the project's title, plot number, donors, implementing partners, logos, commencement and completion dates and grievance channels as per the project's requirements. In this phase, all needed investigations, soundings and further verifications shall be conducted in order to complete any missing data (if any).

Rehabilitation Works

Site construction activities shall include mobilization and all the necessary earthworks including excavation, filling, dismantling and demolition works. It will include the transportation of materials and debris and their sorting and dumping at appropriate sites through effective coordination with the relevant parties. It will also include boring and jacking, and foundation and load-bearing elements' works. In Re_212, Re_214 and Re_714 for instance, a lot of demolition waste including rubble, soil and scattered stones can be found on the ground floor and in the garden due to the collapse of the structures and/or the fallen parts of the buildings' elements. The latter waste will require proper management including sorting before and after cleaning. Unusable materials will then be transported to a controlled dumpsite which is certified by MoB and the Governor of Beirut. In this regard, reusable material shall be stored for later reuse in the restoration (if possible). Demolition work on the other hand, also generates a lot of debris, where some rubble management, sorting and disposal processes should take place.

Shoring and propping activities shall include all necessary works to ensure the stability of the building along with public safety. Most parts of Batch 4 buildings (Me_30, Me_46, Re_212, Re_214, Re_714) are accessible, and Re_714 was lately propped by UN-Habitat in May 2024 considering it was prone to collapse. However, all buildings need to be further propped and additional emergency measures need

to be taken for the dismantling or protection of particular areas in order to safeguard workers' and public safety. Shoring and propping requirements will be detailed in the buildings' respective CESMPs.

Concrete works activities shall include all concrete related works from concrete forms and accessories, concrete reinforcement, cast-in-place concrete and concrete restoration and cleaning. Works shall include the use of heavy machinery such as concrete pumps and mixers. Concrete will also partially be used in Me_46 and Re_714, namely in the reconstruction of the demolished concrete elements (concrete slabs, deteriorated columns, etc.).

Masonry works activities shall include all masonry related works, from stone preparation (stone cutting and carving) to masonry assemblies, restoration and cleaning. This activity can be found in all the buildings of Batch 4. Existing collapsed stones can be cleaned, manually cut, and reused in reconstructions. New stones can be prepared and carved according to shapes and designs, such as cornices, arches, corbels and others. The nature, color, finish, size, and shape of selected stones should match the existing building stones.

The main stone material used in these buildings is sandstone. It represents the main constituent of the masonry walls. Sandstone was extracted locally from quarries but is now becoming much rarer to find. It is sometimes sold as reused stones. However, it is important to note here that in some cases, illegally demolished buildings are the source of sandstones sold in the market. Special attention will therefore be paid to the source of the stone procurement. In other cases, sandstone can also be bought from Syria or other neighboring countries.

Limestone is also found in these buildings. Blocks which are similar in size, color and petrographic characteristics to the existing ones will be acquired. They can be purchased from local quarries.

Marble is largely used in tiles, columns or balconies. Elements which are similar in size, color and petrographic characteristics to the existing ones will be acquired. Marbles such as Carrara marble, Statuario or other, are imported blocks and can be bought from different factories in Lebanon.

Lime mortar is also needed for stone bonding. Usual materials are comprised of quicklime or natural hydraulic lime (NHL3.5 and NHL 5), soil, aggregates, sand and sometimes fine plant fiber or straw.

The totality of these materials can be sourced locally with the exception of hydraulic lime (NHL 3.5 and NHL 5) which is imported from Europe.

Reinforced concrete, can be found employed in the formation of solid slabs, the roof slab, as well as columns and beams in some buildings such as Re_212 and Re_714. The solid concrete blocks are covered by cement plastering and paint for a final aesthetic finish. Additionally, the design incorporates tiling for both floors and walls, enhancing the overall look and durability of the spaces.

To ensure the structural stability of the buildings, all buildings will be wrapped with structural glass fiber reinforcing polymers to enhance their resistance to natural hazards such as earthquakes. Those elements consist of a structural mesh that will be attached to the external masonry walls.

Metal works activities shall include all structural metal framing (ceiling beams), ornamental metal, and metal restoration and cleaning works (balustrades, fences...). Existing metal I-Beams found on site can be kept in place and restored, such as in Re_212, Me_30, Me_46 and Re_714. New metal/wrought iron elements will also be needed. These can be found collapsed and stored aside, in which case they

can be restored and re-installed. They can also be completely missing and will therefore need to be renewed using traditional restoration techniques. The restoration of iron work in the building involves the repair or re-instatement of corroded or damaged components. This work is to be carried out by skilled blacksmiths to 1- retain as much as possible the original work and only replace details that are beyond practical repair, 2- study and reproduce the personal style and working techniques of the original smith, and 3- protect and treat the ironwork to avoid future corrosion.

For the restoration and repair of the historic wrought ironwork it may be possible to use old wrought iron salvaged from scrap metal, or to adapt modern alternatives, which include mild steel or pure iron heated and bent to shape. The raw materials are imported then produced, sized and sold locally.

Wood works activities shall include all rough and finished carpentry, architectural woodwork (roofs /ceilings / stairs), and wood restoration and cleaning works. These activities cover all five buildings in Batch 4 (Me_30, Me_46, Re_212, Re_214, Re_714). Their wooden beams and ceilings have suffered severe damage and are either completely missing or in bad condition, such in Me_30 and Me_46, and therefore require to be restored or replaced by new similar wooden beams.

The wooden timber is mostly made of wood cedar “Qotrani” of various sizes and dimensions or sometimes of pine wood. Similar wood in terms of quality should be used in the restoration, and these are usually imported from Turkey and Europe and sold in Lebanon. The project is adopting the restoration principles that dictate salvaging existing wooden elements for re-use. In most of the sites, not less than 40% can be salvaged and refurbished, while the remaining elements will be imported. The roof structures are covered with red brick tiles traditionally made in Marseille, France (Abeille de Marseille). New tiles can either be repurposed from old buildings to restore the roofs of these buildings, or new similar tiles can be locally bought (imported from France or Spain).

Thermal and Moisture Protection works activities shall include all damp proofing and waterproofing works, thermal protection, roof tiles, and roof coverings. The flat roofs of all Batch 4 buildings, Re_212 and Re_714, require waterproofing works. The pitched roofs of Me_30, Me_46 and Re_214 require restoration and therefore the addition of thermal protection, roof tiles and draining system.

Waterproofing solutions include the following: Bituminous membrane, Polyurethane, Cementitious liquid products or others. Specialized providers can be found in Lebanon for material procurement and application.

Doors and windows work activities shall include all new fabrication and restoration of metal and wood doors and windows and all related glazing works. All of Batch 4 buildings are missing many of their windows and doors. Some can be found scattered on site and will need to be sorted, restored and reused, while the rest need to be made new using the traditional technique whenever required. High quality, Iroko solid core wood or “Qotrani” wood can be used for new doors and windows, and any other areas using flat glass. They are imported from various sources and supplied locally.

Finishing works activities shall include all ceiling, flooring and wall finishes (internal and external) including new application and restoration works of plaster, tile, paints and coatings. Lime plaster will be mainly used in all buildings with sandstone walls, and cement plaster will be applied minorly in buildings with concrete walls. These activities shall require an external scaffolding system installation

to complete the facades' works. Lime plaster work requires the following: quicklime (Lime putty) or natural hydraulic lime (NHL3.5), sand and stone powder. The totality of these materials can be sourced locally except for NHL 3.5 which is imported from France.

Existing tiles will be kept, cleaned and restored, and missing tiles will be substituted with new tiles according to the restoration design documents and recommendations. This includes limestone/Umi tiles (can be found in local stone factories), marble (imported and sold in Lebanon), terracotta (locally found), terrazzo (locally produced), cement (locally produced) or ceramic tiles (found in the local market).

Special construction activities shall include lightning protection that can be adopted, and hazardous material remediation. It is important to note here that in all Batch 4 buildings, asbestos materials have been observed. Asbestos pipes were found on the external facades and sides of Me_30, Me_46, Re_212, Re_214 and Re_714. Possible lead-based paint may be found on walls or carpentry and only causes harm when scraped or cleaned. Therefore, workers involved in painting or paint scraping activities will be required to wear full personal protective equipment such as face masks with filters, coveralls, gloves, etc.

Mechanical/Plumbing works activities shall include all building piping, plumbing fixtures and equipment, heating, ventilating, and air conditioning equipment and testing, adjusting, and balancing works. Mechanical and plumbing works in buildings of heritage value with special facades overlooking the main streets, will have to be done with care, and less surface damage, according to the design recommendations. These works will be applied in all buildings of batch 4.

Electrical works activities shall include all wiring, power, low-voltage, lighting, distribution boards, and testing works. Electrical works in buildings with heritage value with special historic paint will have to be done with care, and less surface damage, according to design recommendations. These works will be applied in all buildings of batch 4.

The project will end with a handover phase where all systems and components of the building will be tested to ensure it is meeting the operational requirements. Contractors will be demobilized, and the site will be handed over to the beneficiaries.

3 National Legislation and World Bank Policies that Apply to the Project

As indicated earlier, the project would need to respect the national policy and legislative framework as well as the requirements of the World Bank's ESF. Below is a description of the applicable regulations and frameworks. The description is consistent with ESMF provisions and includes additional regulations published after ESMF development.

3.1 National legislation

This section details the applicable and relevant national legislations in Lebanon.

3.1.1 Environmental regulations

The key legal instruments which are relevant for the current project are the following:

- *Ministerial Decision 52/1 of 1996*: sets the environmental quality standards and criteria for air, noise, water and soil, and maximum allowed ambient and occupational noise levels.

Annex 10 of the Decision indicates the maximum permissible noise levels and time of occupational exposure according to the region type (commercial and administrative areas in town centers, residential areas with some construction sites, urban residential areas, etc.)

Annex 14 of the Decision indicates the maximum limits for the following outdoor pollutants: Sulphur dioxide, Nitrogen dioxide, Ozone, Carbon monoxide, Total suspended particles, PM₁₀, Lead (pb) and Benzene.

- *Ministerial Decision 8/1 of 2001*: sets the National Standards for Environmental Quality related to air pollutants and liquid waste emitted from classified establishments and wastewater treatment plants.
- *Law 444 of 2002*: represents the Environmental Protection Law and is composed of seven parts divided into 68 articles addressing: fundamental principles and public rules, organization of environmental protection, environmental information system and participation in the management and protection of the environment, environmental impact assessment, environment protection, responsibilities and fines, other regulations.
- *Decree 8633 of 2012*: represents the Environmental Impact Assessment (EIA) Decree. It requires that project proponents in the public or private sector carry out environmental assessment studies for any project which is likely to cause any negative impact on the environment. Projects are classified into three categories according to their environmental risks and sensitivity:
 - Projects which require a full EIA study (included in Annex 1 of the Decree)
 - Projects which require an Initial Environmental Examination (IEE) study (included in Annex 2 of the Decree)
 - Projects which do not require the preparation of an environmental assessment study

The proposed rehabilitation activities are not listed in the annexes of the EIA Decree. Therefore, EIAs and IEEs are not required.

- *Law 78 of 2018 and Decree 6212 of 2020*: respectively set the framework to protect ambient air quality and the national strategy for managing ambient air quality.
- *Decree 5606 of 2019*: provides the procedure for the integrated management of hazardous waste, including requirements related to generation, sorting, transport and disposal. More specifically, section 2/ chapter 1 defines the obligations related to the generation and transport of waste. Noting that asbestos might be found in the building (although the site assessment did not show any asbestos), this decree is relevant to the project.

- *Decision 16/1 of 2022*: cancels Annexes 1 and 2 of Decision 8/1 and sets the new Environmental Limit Values for air emissions to the environment.

3.1.2 Building and construction

The Original Building Law in Lebanon was put into practice in 1919 and was officially written in 1940 during the French mandate. This law gave the full authority to the municipality to regulate and control the various aspects of construction, such as setbacks, building heights, plots and areas banned from construction, space between urban blocks and the building area with respect to the total plot area. In 1954, it was issued as Decree 6285. It divided Beirut into zones, along with setting height limits, exploitation ratios and dimensions of development parcels for each zone.

The Legislative Decree 148 of 1983 included amendments related to permits, insurance, parking spaces, and an increase in exemptions for exploitation ratios. Besides, it allowed side attachment of buildings, creating continuous barriers along the street, or “wall effect” taking place at both sides of the streets, preventing decent ventilation and reducing airflow.

Decree 444 of 2002 proposed to reserve half of leftover areas inside parcels as gardens and green areas but the latter has never been adopted.

The latest Construction Law (Law 646 of 2004) allows significant increase in building heights and resulted in the proliferation of high-rise buildings. Real estate developers – through the Building Promoters Federation of Lebanon – contributed to this Law (through influencing, pressuring the Lebanese State and politicians, and drafting the law in the best ways that suited their practices). One year later, the Enforcement Decree (No. 15874 of 2005) provided an increase of 25 percent of built-up area for high rises and building envelopes (i.e., all building components).

There are several steps needed to obtain a construction permit. However, following the Beirut Port explosion, the permitting process was simplified in order to expedite the rehabilitation process and includes now the following two stages:

- DGA approval,
- MoB approval.

3.1.3 Earthquakes

Decree 14293 of 2005 regulates safety procedures in buildings, installations and elevators for protection against fires and earthquakes.

The Lebanese Standards Institution (LIBNOR) issued standards NL135 in 2012 – Protection from earthquakes: general rules, which defines the measures to address seismic risks when designing buildings in Lebanon.

3.1.4 Rent laws

The old Rent Law (Law 25/1941) is a rent control law introduced in 1941. It follows the French Civil Code and provides for the intervention of the State in the housing sector. The law defines a rent price cap, extends rental periods indefinitely, allowing the inheritance of rental contract, and sets very strict termination conditions of a lease contract along with a relatively generous compensation for the tenant. Before 1992, the State took few corrective actions to adjust rents following the sharp devaluation of the

Lebanese currency in 1980, and existing contracts remained official with some tenants paying less than 5 percent of market value for their rental.

In 1992, the Law was revoked and Laws 159 of 1992 and 160 of 1992 aiming at releasing the rental market were adopted for all rental contracts signed after 1992.

In 2014, a new Rent Law (Rent Law 27 of 2014) was published aiming to progressively release the rental price of the remaining units leased prior to 1992. Over nine years, the rental contracts will be progressively readjusted until the rental price reaches the corresponding market rate.

The implications of the rent-control laws have been severe, especially for the most vulnerable households, as the market rental rates have been steadily increasing due to the real estate boom and have reached at times rates which are unaffordable to most of the population.

3.1.5 Cultural heritage

Order 166/LR of 7 November 1933 on the regulation of antiquities serves as the document of reference for managing cultural heritage and defines what is considered antiques. It defines antiquities as the result of activity before 1,700 on the one hand and defines a protection system per building rather than urban ensembles on the other hand.

In 1996, the Ministry of Culture provided a list of buildings to be protected in Beirut and ten of these buildings are in the overall project's targeted area (Rmeil, Achrafieh, Medawar and Saifi); however, none of them is considered for the project.

A benchmark rehabilitation manual was published in 2004 by [Corpus Levant](#) and was adopted by the DGA. It details the different architectural styles and construction technologies, and proposes solutions to repair, restore and rehabilitate buildings of heritage value in order to respect the original architecture and guarantee the durability and integrity of the buildings.

Law 194 of 2020 was issued after the explosion of Beirut port. This law freezes real estate transactions for two years in the heritage districts of Port, Medawar, Achrafieh, Saifi and Rmeil. In 2022, it was extended for another two years.

Heritage value was one of the criteria considered by UN-Habitat during the building selection process.

3.1.6 Labor Law

The 1946 Labor Law and its amendments set the framework and rules governing the relationship between employers and employees and protect the employees from any sort of violations. It includes among others the following provisions:

- Minimum age of employment: 13 years (if the candidate is in good health); subject to yearly examination until the age of 18,
- Minimum age for employment in industrial workplaces and tedious tasks and works requiring substantial physical effort, or those posing health risks: 15 years,
- Minimum age for employment on tasks and works that pose risks or hazards to health and safety: 16 years,

- Employment record issued by the Ministry of Labor specific to every employee, comprising name, nationality, employer name, photograph, specialty, health consultations and date of joining and leaving each establishment,
- Working hours for employees under the age of 18: maximum 6 hours, including a one-hour break following four continuous working hours. Working hours must exclude the period between 7:00 pm and 7:00 am,
- Adolescent employees must be given a resting period of at least 13 consecutive hours between two working shifts. Overtime work and work during breaks, on weekends and holidays are forbidden for adolescents,
- Minimum vacation days for adolescents: 21 days following employment for a complete year; 2/3 of which must be taken continuously,
- No gender discrimination is allowed in the workplace regarding work type, remuneration, employment, promotion, training and clothing. Employment of women in industrial settings and other tedious and risky works is forbidden,
- The right of women for a paid maternity leave (10 weeks according to the latest legislation),
- It is forbidden to fire women during their maternity leave,
- Maximum weekly working hours: 48 hours with a one-hour break (mid-day),
- Working hours can be reduced based on the level of physical effort required by the job,
- Right of employees to a continuous 9-hour resting period during a working day between shifts,
- Right of employees hired since at least one year to 15 days of vacation per year, without the right of employers to fire employees during their leave,
- Right of employees to a paid occupational sick leave in case of occupational accident, the duration of which varies based on the case.

Ministry of Labor Decision 49/1 of 1997 forbids employment of adolescents and children under 18 years old of age in non-industrial settings, unless a medical examination proves them apt to perform such work.

Decree 11802 of 2004 provides the general regulations for the prevention of occupational hazards and accidents, and the promotion of health and safety in all industrial establishments subject to the Labor Law. It namely covers prevention and safety measures, provision for healthy and protected work environment and provision of clean drinking water.

Decree 8987 of 2012 forbids the employment of adolescents and children under 18 years in jobs that pose a risk to their health, safety and behavior.

Decree 3791 of 2016 sets the minimum daily wage to 26,000 LBP, which is equivalent to 17 USD at the official rate of 1,507 LBP per USD. However, as the LBP has lost most of its value, the rate which is being used across the country reached more than 64,000 LBP per USD at the time of the preparation of this report.

Ministry of Labor Decision 29/1 of 2018 restricts a substantive number of jobs to Lebanese citizens, including tiling, plastering, gypsum board, iron, wood and aluminum profile installation and other decorative tasks. Engineering is also restricted to Lebanese citizens. In March 2018, the Ministry of Labor issued a letter that mentions that Syrians are allowed to occupy the jobs of the construction sector which are not restricted to the Lebanese. However, this does not provide Syrian workers with work permit or legal residency. According to the law, all foreigners must have legal residency and work permit to work in Lebanon officially.

3.1.7 Social Protection

The Law on the Protection of Women and Family members from Domestic Violence (Law 293 of 2014) advances women's rights and safety. It includes protection measures and related policing and court reforms but leaves women at risk of marital rape and other abuse.

Law 205 criminalizes sexual harassment. It targets sexual harassment in the workplace. Perpetrators can be sentenced to up to two years in prison and fined up to twenty times the value of the minimum wage (675,000 LBP). The punishment increases to between six months and two years in prison and a fine of between ten and twenty times the minimum wage if there is a relation of dependency or work between the perpetrator and the victim.

3.2 Applicable World Bank policies

The World Bank's ESF sets out the World Bank's commitment to Sustainable Development. Only ESS1, ESS2, ESS3, ESS4, ESS8 and ESS10 (Environmental and Social Standards) are deemed relevant to the Project. The standards establish objectives and requirements to avoid, minimize, reduce, and mitigate environmental and social risks and impacts, and to compensate for or offset any residual impacts.

In the context of the Project, UN-Habitat shall address the project's environmental and social risks as part of the environmental and social assessment process in accordance with the requirements of all triggered ESS.

3.2.1 ESS 1 Assessment and Management of Environmental and Social Risks and Impacts

ESS1 applies to all projects for which bank investment project financing is sought. ESS1 establishes the borrower's responsibilities for assessing, managing and monitoring environmental and social risks and impact throughout the project life cycle.

3.2.2 ESS 2 Labor and Working Conditions

ESS2 sets out the borrower's responsibilities to promote sound worker management relationships and enhance the development benefits of a project by treating workers in the project fairly and providing safe and healthy working conditions. It applies to project workers, including full-time, part-time, temporary, seasonal and migrant workers.

3.2.3 ESS 3 Resource Efficiency and Pollution Prevention and Management

ESS3 sets out the requirement of the borrower to address resource efficiency, pollution prevention and GHG emissions reductions during the project's implementation.

3.2.4 ESS 4 Community Health and Safety

Project activities can increase community exposure to health, safety and security risks and impacts. ESS4 sets out the responsibility of the borrowers to avoid or minimize the related risks and impacts, with attention to vulnerable groups.

To note that, occupational risks and safety requirements for workers are mentioned in the ESS2.

3.2.5 ESS 8 Cultural Heritage

ESS8 sets out measures designed to protect cultural heritage throughout the project life cycle. ESS8 recognizes that cultural heritage provides continuity in tangible and intangible forms between the past, present and future. People identify with cultural heritage as a reflection and expression of their constantly evolving values, beliefs, knowledge and traditions. Cultural heritage, in its many manifestations, is important as a source of valuable scientific and historical information, as an economic and social asset for development, and as an integral part of people's cultural identity and practice.

3.2.6 ESS 10 Stakeholder Engagement and Information Disclosure

This ESS recognizes the importance of open and transparent engagement between the borrower and project stakeholders as an essential element of good international practice. Effective stakeholder engagement can improve the environmental and social sustainability of projects, enhance project acceptance, and make a significant contribution to successful project design and implementation.

3.2.7 World Bank EHS Guidelines

The ESF also requires that borrowers apply the relevant requirements of the World Bank Group Environmental, Health and Safety Guidelines (EHSGs), especially the General Guidelines. These are technical reference documents, with general and industry specific examples of [Good International Industry Practice \(GIIP\)](#). They cover the following chapters describing binding general requirements for borrowers and clients:

- Environmental: air emissions and ambient air quality, energy conservation, wastewater and ambient water quality, water conservation, hazardous materials management, waste management, noise, and contaminated land.
- Occupational Health and Safety: general facility design and operation, communication and training, physical hazards, chemical hazards, biological hazards, radiological hazards, personal protective equipment, special hazard environments and monitoring.
- Community Health and Safety: water quality and availability, structural safety of project infrastructure, life and fire safety, traffic safety, transport of hazardous materials, disease prevention, and emergency preparedness and response.
- Construction and decommissioning guidelines: environment, occupational health and safety, community health and safety.

3.3 ESF screening

Based on the project's ESMF document, the World Bank has classified the overall environmental and social risks of the Project as substantial. The World Bank will review the risk classification assigned to the project on a regular basis, including during implementation, and will change the classification where necessary, to ensure that it continues to be appropriate. Any change to the classification will be disclosed on the World Bank's website.

4 Description of Baseline Physical, Biological and Socio-Economic Environments

4.1 Geographic conditions

Beirut is the capital city of Lebanon and is located on a peninsula on the Eastern Mediterranean shore. It is bounded by the Beirut River to the East and extends to Mount Lebanon to the North and South¹³. The Beirut District covers approximately 18 square kilometers and is composed of 12 cadastral areas falling under the jurisdiction of the Municipality of Beirut. A satellite image showing major land uses in the area surrounding the targeted area is provided in Figure 14.

Beirut is the Lebanon's central urban area and a vital area in terms of size, population, social, political and economic importance. Most businesses as well as one of two main Lebanese ports are located in Beirut.

Over the years, the high urbanization rate in Beirut had an unfortunate effect on the coastal ecosystems in Lebanon. Built-up areas form most of the space in the Beirut area, with minimal spaces of wooded areas, agricultural land, empty lots and/or public spaces. Construction activities impinged on the coastal areas, with no proper urban planning.

The targeted area is crowded and one of the most vibrant neighbourhoods of Beirut with a mixed architecture of traditional buildings and also high-rise modern buildings.

¹³ Beirut city profile, UN-Habitat, 2021, accessed from: <https://unhabitat.org/sites/default/files/2021/07/2021.07.19.pdf>



Figure 9: Satellite image showing major land uses in the target area, land use data is adapted from Beirut City Profile 2021 (UN Habitat, 2023)

4.2 Climate

The country's climate is Mediterranean, characterized by a cool wet season from November till April, and a hot dry season from May till October⁶. And although Lebanon is a small country, due to its topographical variation and different altitudes and mountainous as well as flat areas, it has a wide variety of microclimates.

As for Beirut city, it is characterized by a mild Mediterranean climate; the wet season is typically from November to March, with short and intercepted, yet heavy downpours. Precipitation during the dry season (April-October) is minimal and is non-existent during the months from June till August. The climate in summer is hot and humid with temperatures reaching 41 degrees.

The below table shows the average temperatures of Beirut.

Table 2: Average temperature of Beirut (timeanddate.com)

Average Yearly Temperatures in Beirut City ¹⁴												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Record high °C	27.9	30.5	36.6	39.3	39.0	40.0	40.4	39.5	37.5	37.0	33.1	30.0
Average high °C	17.4	17.5	19.6	22.6	25.4	27.9	30.0	30.7	29.8	27.5	23.2	19.4
Daily mean °C	14.0	14.0	16.0	18.7	21.7	24.9	27.1	27.8	26.8	24.1	19.5	15.8
Average low °C	11.2	11.0	12.6	15.2	18.2	21.6	24.0	24.8	23.7	21.0	16.3	12.9
Record low °C	0.8	3.0	0.2	7.6	10.0	15.0	18.0	19.0	17.0	11.1	7.0	4.6

4.3 Air Quality and Noise

Air Quality

Air quality is an essential component in assessing social wellbeing and health status of a community and air pollution is significant in Lebanon. The driving sources of ambient air pollution in the targeted areas stem from different sources ranging from natural to anthropogenic sources¹⁵. Air quality monitoring that included 15 stations all over the country were established by the Ministry of Environment in 2013 but stopped fully in April 2019 due to a lack of funds¹⁶, and there is a lack of accurate and recent data on air quality (the last report issued by the Ministry of Environment dates back to September 2017). The Maroun Semaan Faculty of Engineering and Architecture (MSFEA) Air Pollution Observatory at AUB Campus monitors the airborne particles known as PM2.5 and PM10 and indicates that urban areas in Lebanon generally exceed WHO guidelines on PM as shown in the table below.

¹⁴ <https://www.timeanddate.com/weather/lebanon/beirut/climate> (based on data for the period 1995-2023)

¹⁵ Air quality, State and trends of the Lebanese environment, 2010, accessed from: <http://www.studies.gov.lb/getattachment/Sectors/Environment/2010/ENV-10-2/4-Air-Quality.pdf>

¹⁶ WHO, air quality monitoring, April 2020, accessed from: <https://www.emro.who.int/images/stories/lebanon/no-7-04-air-quality-monitoring-april-2020.pdf?ua=1>

Table 3: Concentration of particulate matter in Beirut (MSFEA website)

	Sampling date	Value	WHO recommended value (2021)
PM10	27-30 December 2022 (MSFEA website)	26.9 µg/m ³ (average value)	15 µg/m ³
PM2.5	27-30 December 2022 (MSFEA website)	20.6 µg/m ³ (average value)	5 µg/m ³

In the targeted area, there are many anthropogenic sources that cause air pollution, and the following are the most relevant to the targeted areas: transport, energy, and dust caused by the dumping of materials related to the rehabilitation activities taking place in the area.

The targeted building is in a busy area; overcrowded with private cars and heavy-duty vehicles, namely construction materials and related equipment. The transport sector is one of the main sources of air pollution in Lebanon, noting that the age of the vehicles and lack of maintenance increase the magnitude of the problem. Also, the financial crisis, high prices of car parts and intermittent suspension of vehicle inspection services are further exacerbating the problem. Me_30 and Me_46 are located in busy and commercial streets while Re_212, Re_214, and Re_714 are located in relatively less busy streets.

Another factor that affects air quality in the targeted area is the presence of private or commercial generators due to the lack of electricity provided by the EDL, especially since 2021; an article published in Arab news on 13 September 2022 states that "Air pollution from diesel generators contains more than 40 toxic air contaminants, including many known or suspected cancer-causing substances"¹⁷ and the use of generators has more than doubled in 2021 compared to 2019¹⁸ (Charbel Afif, associate professor at Saint Joseph University).

As for construction related air pollution, construction works are ongoing in the targeted area, more specifically close to Me_46. Typical associated activities contributing to the air pollution problem include the transportation and loading/unloading of bulk material, open-air storage of raw materials, concrete and mortar making, cutting and filling, and the movement of equipment.

Noise emissions

Noise emissions are considered an environmental impact due to the disturbance they might cause to the local community and the construction team at the different sites. If improperly managed, potential exposure to high noise for a prolonged period of time might have negative health impacts - such as hearing impairment, stress and high blood pressure, insomnia and anxiety.

As mentioned, the rehabilitation projects are mostly nestled in busy residential and commercial areas at the same time, with civilian cars, service and delivery trucks, as well as civilians and residents passing by

¹⁷ <https://www.arabnews.com/node/2161331/amp>

¹⁸ Air Pollution in Lebanon: the cases of the cement industry and the private generators, 23 May 2022, <https://www.salamwakalam.com/articles/593/air-pollution-in-lebanon-the-cases-of-the-cement-i/en>

to get their groceries, needs and going to restaurants and cafes. The major noise sources include trucks, cranes, heavy machinery, sawing and hammering.

A noise measurement campaign was implemented by UN-Habitat team around building batch 4 on 26 October 2023. The measurements were taken on mid-day in the middle of the week, with relatively busy traffic and ongoing construction activities taking place in the area, using a Lutron handheld noise meter. The result of the study showed that the existing noise levels varied between 45.9 dBA and 85.6 dBA (Table 4). The average measurements are lower than the 8-hour occupational exposure limit which is 90 dBA (based on OSHA guidelines and national Decision 52/1 of 1996).

Table 4: Average noise level (dBA) for the plots included in batch 4 (samples from 26 October 2023)

Plot number	Average (range) dBA	Comment
Me_30	60.6 (51.4 – 73.6)	Located on the main Gouraud street, proximal to heritage buildings with nearby ongoing commercial activities
Me_46	65.6 (58.3 – 85.6)	Located on the main Pasteur Street, facing a church and adjacent to tall buildings and nearby ongoing commercial activities
Re_212	52.5 (46.6 – 67.7)	Located in a busy area, facing tall buildings, proximal to heritage buildings and commercial activities
Re_214	55.1 (48.7 – 73.5)	Located in a busy area, proximal to heritage buildings
Re_714	56.1 (45.9 – 72)	Located on the main street, proximal to heritage buildings on both sides

4.4 Hydrogeology conditions

Due to its topography including mountainous hills that favor moderately high rates of precipitation, Lebanon has more water resources than its neighbors. Water infiltrates into its aquifers and becomes groundwater, with the remaining water evaporating or flowing as surface water runoff. Unsustainable water resource management practices and weak governance have put a strain on the country's water resources¹⁹. It's worth noting that there is a lack of accurate and recent data that would reveal the reduction of springs and river base flows, or wells yields from aquifers.

The rapid urbanization (as mentioned above) also led to over-pumping of water, mainly through wells, therefore preventing natural aquifer recharge.

Seismically, Lebanon is located in a moderate seismic region²⁰. Though it didn't suffer from large and destructive earthquakes for almost two centuries, it lies on the 1,000 km Levant fault system, that separates the Arabian plate in the East from the African plate in the West. The presence of major faults generated devastating historic earthquakes. In addition, and because of the highly urbanized coastal strip,

¹⁹ Assessment of groundwater resources of Lebanon, UNDP, accessed from:

<https://www.undp.org/sites/g/files/zskgke326/files/migration/lb/Assessment-of-Groundwater-Resources-of-Lebanon.pdf>

²⁰ ESMF Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery, UN-Habitat, accessed from:

https://unhabitat.org/sites/default/files/2022/01/p176577_esmf_imp-un-habitat_final_.pdf

and the rudimentary building code, Lebanon turned into one of the most exposed Mediterranean countries. The population's high density is another factor of risk.

Beirut is surrounded by two active faults; the Yammouneh and the Serghaya faults to the East, respectively 25 and 55 km away, the Roum fault to the South 15 km away, and the Mount Lebanon fault passing just under the city of Beirut and merging further with the Yammouneh fault.

4.5 Ecology conditions

The targeted neighbourhoods are highly urbanized. The biodiversity is therefore expected to be very low with no plant or animal species of significant biodiversity value. Nevertheless, the explosion had an impact on public spaces, including parks, staircases and gardens that were assessed in [the report](#) conducted by the WB after the explosion.

4.6 Heritage environment

Beirut has a rich culture and history that can be observed in urban fabric, sociocultural fabric and architecture. The blast severely damaged the architectural heritage, with several neighbourhoods with French and Ottoman era buildings.

The Beirut cultural heritage should facilitate connection among people, preserve the written/oral traditions, document the history through physical investigations and in that sense, Beirut heritage should be preserved with the following: traditional construction systems and materials, recognizable regional character responsive to functional, social and environmental constraints, coherence of style, form and appearance, and traditional expertise in design and construction transmitted informally²¹. Likewise, in addition to the visual characteristics, the social functions of the urban fabric shouldn't be neglected in any project and participation of the community should be fostered.

The Beirut houses of Rmeil, Zouqaq Al Blat and Minat al Housn were inspired between 1840 and 1880 by European aesthetics; this distinctive architecture explores new possibilities of lighting, and the central courtyard is covered yet open to the outside through numerous windows and triple broken "Oriental" and glazed arcades. This typology was introduced by the wealthy classes surrounding their houses with gardens and adding red tiled roofs. In Rmeil and Medawar areas, houses were most often built by families for their own use, with one or two floors; it used to shelter families of the same lineage and border with the houses of related families or associated by marriage or business. The evolution of housing typology became evident in new buildings caused by the transition of the lifestyle from strictly residential to mixed use buildings, combining commercial and leisure. It is worth mentioning that Re_212 has a commercial activity on the ground floor level whereas the rest of buildings in batch 4 do not include any commercial units that are currently or were operational before the explosion.

Constructed primarily from sandstone and plastered with lime, Re_212, Re_214, Me_30, and Me_46 feature traditional architectural elements including Baghdadi walls, Baghdadi ceilings and wooden pitched roofs. These buildings were built in the early 1900's. Following the Beirut port explosion, non-heritage interventions, such as the addition of concrete slabs, were made to Re_212.

Re_714 presents a blend of historical and modern construction techniques: the first two floors are built with sandstone, while the upper floors, added in later stages, utilize concrete elements.

²¹ Cultural heritage safeguards, a summary of heritage laws, regulations and conservation guidelines, Nov. 2022 (draft version)

4.7 Socio-economic aspects

While there is no accurate data on the population of Beirut city, the 2021 LCRP data estimates that there are 1,291,280 residents from different nationalities in Greater Beirut area), with 23 percent Syrian and Palestinian refugees from Syria and Palestinian refugees from Lebanon (GoL/UN, 2021²², UN-Habitat, 2021²³). It is important to mention that the country also hosts an estimated 250,000 migrant workers (Amnesty International, 2020²⁴) – mostly current or former female domestic helpers – from Africa and Asia. A big number of this group residing in Beirut live in groups and in poor conditions.

With the multi-faceted crisis Lebanon is facing and the rapid deterioration of the livelihood, the poverty level has increased, with an estimated 28.9 percent of households in Beirut experiencing extreme poverty and 73 percent of households in Beirut experiencing multidimensional poverty (63,000 households) (ESCWA, 2021). A 2022/2023 household survey conducted by the World Bank indicates that between 2012 and 2022, the share of individuals in Lebanon living under poverty line in five covered governorates covered by the study more than tripled from 12 percent to 44 percent. Among the Lebanese in 2022, one out of every three were poverty-stricken, which has since tripled from 11 percent in 2012 (The World Bank, 2024²⁵). The recent crises also led to increased tensions between Lebanese and refugee communities, with incidents reported all over the country²⁶. On top of that, the COVID-19 pandemic brought a halt to many businesses, the dollar versus lira exchange rates, as well as the Beirut port explosion, where a lot of enterprises have shut down or it was something business owners struggled to get back on their feet.

On another hand, Beirut is Lebanon's biggest economic hub, with key public institutions and Lebanon's governmental, diplomatic, educational and health care institutions being based in Beirut's central district. The port of Beirut was a key driver of the historic growth of the city and was of great importance to the Lebanese economy until the explosion. It has been of regional importance since its establishment in the late 19 century and handled in 2019 almost three quarters of the country's imports and creating an embracing and lively context.

Key economic sectors include construction and real estate, tourism and services. The service sector is the larger employer (with more than three quarters), followed by industry and agriculture.

Many buildings and shops in Beirut are still not rehabilitated and remain closed. The ILO (2021)²⁷ identifies a set of issues affecting their businesses, namely the decrease in the demand for product and services, the reduction in the number of staff to reduce operational costs and be able to pay rent and electricity and generator bills. Businesses have also been affected by worldwide inflation and the subsequent increase in the price of raw materials (which affected the quality and the demand for products and services offered), the increase in rent, and consequently the increase in debts.

The Historic Housing Rehabilitation component of this project will support the rehabilitation of severely damaged buildings, including commercial units who will benefit from exterior rehabilitation where

²² Lebanon Crisis Response Plan 2017 – 2021, 2021update, produced by the Government of Lebanon and the United Nations, January 2021

²³ UN-Habitat, 2021, Beirut City Profile, [2021.07.19.pdf \(unhabitat.org\)](https://unhabitat.org/2021.07.19.pdf)

²⁴ [Lebanon: Revised contract must lead to end of kafala system - Amnesty International](https://www.amnesty.org/en/latest/news/2020/07/lebanon-revised-contract-must-lead-to-end-of-kafala-system/)

²⁵ The World Bank, 2024, Lebanon Poverty and Equity Assessment 2024, Weathering a Protracted Crisis [P1766511325da10a71ab6b1ae97816dd20c.pdf \(worldbank.org\)](https://www.worldbank.org/en/publications/lebanon-poverty-and-equity-assessment-2024)

²⁶ <https://coar-global.org/2022/02/17/lebanon-conflict-analysis-central-bekaa>

²⁷ [Businesses struggle to build back from the Beirut blast \(ilo.org\)](https://www.ilo.org/lebanon/news/2021/07/15/businesses-struggle-to-build-back-from-the-beirut-blast)

applicable. It will prioritize complex repairs of severely affected residential units that have not yet been completely rehabilitated.

According to the socio-economic vulnerability assessment map conducted by MapAction in August 2020²⁸, the Rmeil and Medawar cadasters are mixed in terms of socio-economic vulnerability of households, whereas vulnerable households constitute a minority in the Achrafieh cadaster.

5 Environmental and Social Management Plan

The ESMP for the project includes four main sections, namely the mitigation plan, monitoring plan, the documentation and reporting plan and the institutional setup and capacity building plan. The ESMP should be included in the tender documents of the contractor involved in building restoration to take its requirements into account in their financial offers. Also, the ESMP should be an integral part of the agreement with the contractor which would also need to include financial penalties in the event of non-compliance with ESMP provisions.

5.1 Mitigation Plan

The environmental and social mitigation matrix below shows the mitigation activities that need to be implemented by the contractor(s), the design and supervision consultant and UN-Habitat.

28 Lebanon: Beirut Explosion, Zone socio-economic vulnerability with ACAPS explosion radius damage estimate (21 august 2020), <https://reliefweb.int/map/lebanon/lebanon-beirut-explosion-zone-socio-economic-vulnerability-acaps-explosion-radius-damage>

Table 5: Environmental and Social Mitigation Plan

Important note: all the mitigation measures listed below are imperative and binding during the implementation of works. The selected contractor will be responsible of implementing all the mitigation measures at his/her own expenses. The pricing of the mitigation measures should be included and considered in the tender Bill of Quantities (BoQ) within the item lines. All listed actions will be thoroughly monitored by UN-Habitat and the consultant assigned on this project and reported to the World Bank on a regular basis and will be an integral part of the performance evaluation of the contractor. Also, a Construction Environmental and Social Management Plan (CESMP) including an Occupational Health and Safety Plan (OHSP) manual should be prepared by the contractors and cleared by UN-Habitat prior to the commencement of activities.

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
Construction	Emissions:				
	Air Emissions	Generation of dusts, exhaust related and other gases from preliminary activities such as marking and site cleaning, and from rehabilitation works demolition, piling, foundation, site clearance, excavation, dismantling, masonry, wood, carpentry, infrastructure, painting	Use equipment and vehicles in appropriate technical conditions and ensure regular maintenance	Negligible	Contractor
			Ensure optimal traffic routes to minimize lengths of travel		
			<ul style="list-style-type: none"> Implement dust control measures as follows: Cover raw materials and truck loads to avoid dust blow; Avoid dust-generating work on high wind days; Minimize onsite stockpiles and cover them when unavoidable; Keep demolition debris in a controlled area and spray with water mist to reduce airborne particles; Remove debris through approved route, covered and netted vehicles; Trucks and vehicles exiting the sites should be dust-free; When possible, prepare the masonry / wood works off site 		
Use low emission paints					
Wastewater Generation	Generation of domestic wastewater by the workforce	Provide latrines that are connected to public sewers or to temporary septic tanks that will be regularly desludged	Negligible	Contractors	
Solid Waste Generation	Generation of solid waste by the workforce	Ensure commitment to the 3Rs (reduce, reuse recycle);	Low	Contractor	

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			Implement onsite segregation and recycling of waste		
			Sufficient and adequate waste disposal bins must be provided onsite		
		Generation of construction and demolition debris	Coordination with the Municipality of Beirut for the regular collection of waste by licensed service providers or disposed by the contractor in approved dumping sites		
		Generation of excavation waste	Maximize the reuse of excavation waste for onsite filling		
	Hazardous Waste Generation	Generation of used oil from construction equipment and vehicles if maintained onsite	Implement offsite maintenance of construction equipment and vehicles	Negligible	Contractor
			Any used oil generated onsite (if any) should be stored in covered barrels and placed on absorbent material		
		Generation of asbestos laden demolition debris	<p>If rehabilitation works indicate / confirm the presence of asbestos in the building, the following should be implemented:</p> <ul style="list-style-type: none"> • Handle asbestos laden debris using the standard operating procedures (SOPs) included in Annex 2 <ul style="list-style-type: none"> • Provide protective equipment and training • If possible, do not disturb it, break it or cut it • Do not burn it • Wet it • Cover it • Wrap it up • Dispose asbestos using the standard operating procedures • Dispose asbestos laden debris using the SOPs included in Annex 2 <ul style="list-style-type: none"> • Locate a suitable site in collaboration with Beirut municipality 	Low	Contractor

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			<ul style="list-style-type: none"> • Label vehicles and ensure they are operated by trained and equipped personnel • Cover waste at disposal site with at least 15 cm of non-asbestos containing material • Install barriers to prevent unauthorized access to site • Final closure should use an additional 75 cm of non-asbestos material • Supply proper PPEs to workers in line with the SOPs included in Annex 2 and train them on their use; PPEs to include respiratory protective equipment, overalls, footwear, etc • Train workers on personal decontamination in line with the procedure included in the SOPs provided in Annex 2 		
		Generation of empty paint containers	Return empty paint containers to supplier	Low	Contractor
	Noise/Odors/Light	Preliminary and rehabilitation works	Limit hours of operation for specific machineries to 10 am till 3 pm During operations, keep equipment as far as possible from residential areas where possible Avoid vehicle movements at night Ensure use of modern and well-maintained equipment Inform local communities including surrounding shops of timing of noisy activities if any Ensure the use of a shield to minimize light nuisance Ensure that trucks transporting asphalt, or any other odorous materials are always covered	Low for noise Negligible for odors and light	Contractor
	Accidental Releases		All refueling and maintenance operations should be done off-site	Low	Contractor

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
		Accidental releases of construction materials, fuel, paint	<p>A spill response plan should be developed and implemented by the contractor</p> <p>Ensure all workers are trained on the spill response plan</p> <p>Spills or leakages should be recorded and reported to the assigned entity</p>		
Depletion of Resources:					
	Energy Resources	Use of fuel in construction machinery and equipment	<ul style="list-style-type: none"> Regularly maintain equipment and vehicles Ensure that equipment not in use are turned off Record monthly fuel consumption 	Negligible	Contractor
	Land Resources	Foundation works and excavation	Ensure appropriate storage of any topsoil removed to be able to use it for the restoration of the area	Negligible	Contractor
		Sourcing of materials from unlicensed quarries	Ensure raw materials are sourced from licensed quarries	Negligible	Contractor
	Water Resources	Rehabilitation works and dust control	<ul style="list-style-type: none"> Use strictly needed amounts of water in rehabilitation works all while avoiding losses Seek renewable sources of water (rainwater, treated wastewater, etc.) for the control of dust 	Negligible	Contractor
	Biological Resources	Building works; dismantling and demolition works.	<ul style="list-style-type: none"> Limit vegetation cleaning / trimming to areas where it's strictly necessary Ensure cleaning and revegetation of any cleared areas where possible 	Negligible	Contractor
Other Impacts:					
	Landscape & Visual intrusion	Hoarding, crane, scaffolding system	<ul style="list-style-type: none"> Implement aesthetic elements on scaffold and any visible materials that will be on site for a long period of time / use decorative finishes 	Low	Contractor
			<ul style="list-style-type: none"> Apply minimum lighting standards to reduce light pollution Minimize the use of nighttime lights as much as possible 		

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
	Socio-Economic Impacts	Possible nuisance to surrounding communities Possible negative influence on businesses	<ul style="list-style-type: none"> • Implement the SEP developed for the project and disseminate the project's GM whenever possible including during all stakeholder engagement and public engagement meetings • Hospitals of the target area should be notified and communication with them should be maintained throughout the project • When possible, avoid using noisy equipment during business peak hours. • Ensure access to any surrounding shops is visible and safe. • Scaffolding could include printings to indicate the shops are still open • Where possible, ensure local SMEs are preferred over other SMEs for supply of goods and services 	Low	Contractor / Consultant / UN-Habitat
	Archeological/Cultural	Buildings with heritage value, possible chance finds	<ul style="list-style-type: none"> • Ensure intervention does not harm heritage values and follows the measures recommended by the Beirut Assist Cultural Heritage, UN-Habitat and the DGA. • Where possible, ensure that any adopted measures do not impede future preservation work • Traditional methods and materials should be preferred and specialized labor should be hired. Each intervention should, as far as possible, respect the concept, techniques, and historical value of the original or earlier state of the structure and leave evidence that can be recognized in the future • Ensure that utilities (heating and air conditioning, etc.) are installed with due 	Negligible	Contractor/ consultant and UN-Habitat

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			recognition of historic and aesthetic features of the building		
	Community health and safety hazards	Potential projections from works in building	<ul style="list-style-type: none"> • Implement all measures required to ensure buildings' structural integrity (as per findings from site assessment reports and detailed designs); do not proceed to implementation of works at any building which is found by engineering studies implemented during site assessment phase to be prone to collapse • Scaffolding systems should be installed by qualified staff and pedestrians should be protected by adding to the scaffolding system safety nets, plastic debris chutes (to protect from dust and noise), and protective foam on scaffold. • Please refer to Annexes 3, 4, 5 and 6 for example designs that could be used for the management of safety including decorative designs • Installation of retaining nets to hold falling debris during construction 	Low	Contractor / consultant / UN-Habitat
		Risks resulting from unauthorized access to work zones	<ul style="list-style-type: none"> • Ensure that construction sites are only open to staff and workers • Implement measures to prevent unauthorized access to dangerous areas (signs in Arabic, warning tape, etc.) 	Low	Contractor
	Labor and Working Conditions	Workspace accidents and unequal employment opportunities	<ul style="list-style-type: none"> • Develop OHSP manual to be included in the CESMP report and hire an ESS/OHS expert to follow up on its implementation • Provide related training to the workforce • Availability at all times of qualified first aid personnel and availability of first aid kits • Develop an emergency response plan as part of the CESMP / OHSP report 	Negligible	Contractor/ Consultant

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			<ul style="list-style-type: none"> • Ensure implementation of all prevention and protection measures (i.e., Installation of guardrails, etc.) • Implement training regarding material safety data sheet (MSDS) of any hazardous materials used on site • Make sure all operators of heavy equipment and vehicles are licensed if applicable and have experience in their operation • Contractors to compensate workers and their families in case of injuries or deaths in line with national labor law and ESS2 / LMP requirements (included in the cleared and disclosed ESMF-LMP instrument) • Ensure equal work opportunities to and non-discrimination among all while maximizing the recruitment of local communities • Ensure fair payment based on responsibilities irrespective of nationality of workers • Enforce the implementation of GM among workers and implement related training 		
		Exposure to environmental emissions	<ul style="list-style-type: none"> • Provision of personal protective equipment (PPEs) for the workers/ persons/visitors (missions) accessing the construction sites such as safety boots, hard hats, reflective jackets, N95 mask, etc. • Provide workers involved in scraping of lead paint with face masks equipped with filter cartridges • Limit exposure to hazardous dust/ materials by implementing a rotation system among workers • Provide workers present in noisy areas with hearing protection 	Low	Contractor

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			<ul style="list-style-type: none"> • Provide adequate and clean sanitary facilities and clean eating and rest areas • Provide an adequate and clean supply of water. 		
		Discrimination and SEA and SH issues	<ul style="list-style-type: none"> • Ensure that all workers and surrounding communities are aware of the Grievance Mechanism and trained on its use • Display easy to understand posters illustrating the grievance mechanism with clear reference to its various channels and the specific contacts involved at all levels • Provide workers with awareness and training on issues regarding SEA and SH continuously. Training will take place for new staff/workers engaged throughout the project. Refresher training will be offered twice per year or on as needed basis. Training should be consistent with the most recent practice note regarding SEA/SH published by the WB in October 2022 and provided in Annex 7 • Ensure all contractors provide documented evidence of signature and endorsement of code of conduct (CoC) regarding employment and workforce behavior • Provide the CoC in a language understood by the workers who will sign the CoC and ensure the requirements are well understood through implementation of related training and regular repetition as needed • Provide updates regarding the signature of and training related to CoC in monthly progress reports • Ensure minimum standards as mentioned in the Lebanese Labor Law above (no discrimination, 	Low	Contractor

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			<p>working hours, no child labor, etc.) are respected</p> <ul style="list-style-type: none"> For workers not protected by the Labor Law, contractors must ensure that no discrimination is taking place during the recruitment of workers and rehabilitation phase and should maintain records of recruitment and attendance 		
	Pedestrians and traffic	Preliminaries; hoarding installation; building works: crane installation and mobile crane operation, scaffolding installation, handling/management of construction materials and waste	<ul style="list-style-type: none"> Prepare a traffic management plan to ensure safety and the least possible nuisance for the road users and the workers; report preparation, review and approval need to take place before start of works Identify as part of the traffic management plan alternative roads to be used during any temporary road blockages Hire competent drivers and use speed limits and speed control devices on trucks, etc. Operators of heavy machinery should be specialized in their operation. Ensure continuous coordination with the municipality and local police regarding traffic management Maintain access for pedestrians by limiting as much as possible the extension to the sidewalks of the construction works Ensure adequate warning and signage around the building under rehabilitation and 50 m away from any rehabilitation site with excavation works including the display of grievance mechanism related posters Schedule traffic activities outside of peak hours to the extent possible 	Negligible	Contractor/consultant

Phase	Sources of Impact	Project Activities	Mitigation measures	Residual impacts	Institutional responsibility
			<ul style="list-style-type: none"> Organize carpools for workers' transportation where possible Prohibit storage of construction materials and equipment on the road 		
Operation	Emissions:				
	Air Emissions	Maintenance related activities	During maintenance works, ensure machinery and equipment are in appropriate conditions	Negligible	Landlords
	Wastewater Generation	Wastewater generated by the households/ shops	Ensure periodic maintenance of wastewater network	Negligible	Landlords / municipality
	Solid Waste Generation	Solid waste generated by the households and/or shops	Coordination with the Municipality is needed to ensure regular waste collection	Negligible	Landlords/ municipality
	Hazardous Waste Generation	None	Not applicable	Not applicable	Not applicable
	Noise/Odors/Light	Operation of businesses	Ensure equipment is in good condition and use proper insulation	Negligible	Landlords / municipality
	Accidental Releases	None	Not applicable	Not applicable	Not applicable
	Depletion of Resources:				
	Energy Resources	Improved energy consumption due to Build Back Better approach	None	None	Not applicable
	Land Resources	None	Not applicable	Not applicable	Not applicable
	Water Resources	Improved water consumption due to Build Back Better approach	None	Not applicable	Not applicable
	Biological Resources	None	Not applicable	Not applicable	Not applicable

*NA: Not available

5.2 Monitoring Plan

The monitoring plan which needs to be implemented is provided in the table below. The aims of the monitoring plan are as follows:

- Verify the environmental and social impacts predicted in the ESMP study.
- Determine project compliance with national and international requirements and standards.
- Monitor the performance of the project and the effectiveness of mitigation measures.
- Take remedial action if unexpected problems and unanticipated impacts arise.

Table 6: Environmental and Social Monitoring Plan

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
Construction	Emissions:						
	Air Emissions	Implementation of the dust management measures included in CESMP	Daily	On site	Not applicable	WB ESS1, General EHS guidelines	Contractor/consultant
		Maintenance sheets for vehicles and trucks	Monthly	On site	Not applicable	As per manufacturers' requirements	Contractor/consultant
		Engines switched off	Daily	On site	Not applicable	NA	Contractor/consultant
	Wastewater Generation	Appropriate wastewater containment and disposal	Weekly	On site	Not applicable	WB ESS1, General EHS guidelines	Contractor/consultant
	Solid Waste Generation	Sufficient waste disposal bins	Weekly	On site	Not applicable	NA	Contractor/consultant
		Regular collection by licensed contractors	Daily	On site	Not applicable	NA	Contractor/consultant
	Hazardous Solid and Liquid Waste Generation	Waste records	Monthly	On site	Not applicable	Decree 5606/2019	Contractor/consultant
	Noise	Noisy levels (min. and max.)	Weekly, during noisy activities	Around the rehabilitation sites	One 15-min sample per location	Ministerial decision 52/1 of 1996	Contractor/consultant
	Accidental Releases	Number of spill/leaks reported	Weekly	Around the rehabilitation sites	Not applicable	NA	Contractor/consultant
	Depletion of resources:						
	Energy resources	Fuel consumption rates	Monthly	On site	Not applicable	NA	Contractor/consultant
Ensure equipment not in use are turned off		Randomly during site inspection	On site	Not applicable	NA	Contractor/consultant	

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
	Land resources	Ensure topsoil is safely stored	During foundation and excavation works	On site	Not applicable	WB ESS3	Contractor/consultant
	Water resources	Water consumption and water quality	Monthly	On site	Not applicable	NA	Contractor/consultant
	Biological resources	Greeneries	Before commencement of works and at the end of the construction phase	Around rehabilitation and reconstruction sites	Not applicable	Not applicable	Contractor/consultant
Other Impacts:							
	Landscape & Visual intrusion	Housekeeping practices at rehabilitation site	Weekly	On site and around	Not applicable	Not applicable	Contractor/consultant
		Grievance log	Daily	On site	Not applicable	Not applicable	Contractor/consultant
	Stakeholder consultations	Updates on implementation of SEP (number of meetings, consultations, etc.)	Monthly	BERYT field office, on site	Not applicable	Not applicable	Contractor/consultant/ UN-Habitat
		Written leaflets/ posters in the area informing on dates and location of works	Monthly	Around rehabilitation and reconstruction sites	Not applicable	Not applicable	Contractor/consultant
	Communication with stakeholders and training of project workers	Once before start of works followed by regular refresher trainings and briefings afterwards	Continuously during construction phase	Within and around construction site	Not applicable	Not applicable	Contractor/consultant/ UN-Habitat
		Presence of GM box(es) within 50 m from building containing all relevant	Continuously during	Within 50 m from building	Not applicable	Not applicable	UN-Habitat/consultant/contractor

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
	regarding GM process	information, brochures, etc. about the project different GM channels.	construction phase				
		Level of information/ awareness of Project GM channels including WhatsApp number, website online complaints form, GM email, complaint boxes, and in person complaints assessed through: <ul style="list-style-type: none"> • Number of grievances recorded from workers • Number of grievances recorded from other stakeholders • Number of related trainings and briefings that are implemented 	Continuously during construction phase	Within and around construction site	Not applicable	Not applicable	UN-Habitat/ consultant/ contractor
	Archeological / cultural	Intervention in line with the Beirut Assist Cultural heritage, UN-Habitat and DGA	At each step of the construction works	On site	Not applicable	WB ESS8	Contractor/ consultant, UN-Habitat
	Community Health and safety	Number of injuries related to project activities	Daily	On site	Not applicable	NA	Contractor/ consultant
		Access controlled by clear signs	Daily	On-site	Not applicable	WB ESS4	Contractor/ consultant
	Labor & Working conditions	Grievance and incident logs	Monthly	On-site	Not applicable	1946 Labor Law, MoL decision 49/1 of 1997, Decree 11802 of January 2004, decree 8987 of 2012, MoL 29/1, law 205	Contractor/ consultant and UN-Habitat
		Equal work opportunities	Monthly	On-site	Not applicable	NA	Consultant

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
		Fair payment based on responsibilities	Monthly	On-site	Not applicable	NA	Consultant
		Number of participants in H&S training	After each recruitment phase	Around the sites	Not applicable	1946 Labor Law, Decree 11802 of January 2004, MoL 29/1	Contractor/consultant
		Use of PPE on-site	Daily	On-site	Not applicable	1946 Labor Law, Decree 11802 of January 2004	Contractor/consultant
		H&S facilities available on site (drinking water, a place to eat and rest, a hand-washing facility)	Daily	On-site	Not applicable	1946 Labor Law, Decree 11802 of January 2004	Contractor/consultant
		Signature of the CoC	After each recruitment phase	On-site	Not applicable	NA	Contractor/consultant
		Attendance sheets to H&S, PSEA and SH training	Monthly	On-site	Not applicable	NA	Contractor/consultant
		Child and forced labor through age verification	Daily	On-site	Not applicable	NA	Contractor/consultant
	Ensure local SMEs are preferred over other SMEs for supply of goods & services	Monthly	On-site	Not applicable	NA	Contractor/ UN-Habitat	
Pedestrians & traffic	Implementation of Traffic Management Plan	Monthly	At the site	Not applicable	NA	Contractor/consultant	
Operation	Emissions:						
	Air Emissions	None					
	Wastewater Generation	Status of wastewater network	Bi-annually	On site	Not applicable	NA	Landlords
	Solid Waste Generation	Presence of bins around building	Daily	Around building	Not applicable	NA	Landlords / municipality
Absence of waste accumulation		Daily	Around building	Not applicable	NA	Landlords/ municipality	

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
	Hazardous Solid and Liquid Waste Generation	None					
	Noise	None					
	Accidental Releases	None					
Depletion of Resources:							
	Energy Resources	Energy consumption by the building	Monthly	Individual apartments and common areas	Not applicable	NA	Landlords
	Land resources	None					
	Water resources	None					
	Biological Resources	None					
Other Impacts:							
	Landscape & Visual intrusion	Final feedback from the community	Once at completion of rehabilitation works	UN-Habitat	NA	NA	UN-Habitat
	Socio-Economic	Socio economic situation of future beneficiaries (to make sure they are low- to middle-income families)	Handover phase, then, once per year till end of agreement	Building rehabilitated	NA	Criteria agreed with the WB for the selection of beneficiaries from vacant buildings	UN-Habitat
	Archeological / cultural	Feedback from TAC and the community	Once at completion	UN-Habitat	Not applicable	NA	UN-Habitat

Phase	Sources of Impacts	Parameters to monitor	Frequency	Monitoring Location	# of samples	Standard/Guidelines National/International	Institutional Responsibility
			of rehabilitation works				
	Health and safety Hazards	None					
	Labor & Working conditions	None					
	Pedestrians & traffic	None					

*NA: Not available

5.3 Reporting and documentation

Prior to commencement of rehabilitation activities, the contractor involved in the project should prepare the following ESF tools and submit them for review by the consultant and subsequent approval by UN-Habitat:

- Construction Environmental and Social Management Plan (CESMP) including easy to use inspection checklists and an emergency response plan (fires, spills, accidents). The CESMP should include an OHSP manual in its annex section,
- Traffic management plan,
- Code of conduct,
- Workers' registration form and muster roll,
- Record of grievances including all information required by project's GM (data regarding complainant, type of grievance including those related to SEA/SH, how it was resolved, etc.)
- Accident / incident recording form in line with WB Environment and Social Incidence Response Toolkit (ESIRT),
- Solid waste log,
- Inductions and Environmental and Social training log,
- Training modules related to the above,
- Monthly reports documenting results of ESMP monitoring activities.

5.4 Institutional Setup and Capacity Building

The contractor involved in project implementation should hire an ESS / OHS expert who will be responsible for the preparation and implementation of all ESF tools listed in the previous section. The Terms of Reference (TOR) for the latter expert should be shared with UN-Habitat who will submit them to the WB for no objection. In addition, the ESS / OHS expert will be responsible for the follow-up on the implementation of mitigation and monitoring plans, including the required record keeping activities as per the forms listed in previous section. The ESS / OHS expert will also be responsible of the implementation and repetition of workers' trainings related to the following topics:

- CESMP,
- OHSP and Code of Conduct,
- GM,
- SEA and SH.

6 Stakeholder Engagement and Grievance Mechanism

6.1 Public Consultation

6.1.1 Process description

The SEP prepared by UN-Habitat identifies the different stakeholders as per their level of engagement and their needs. The stakeholders were and will continue to be involved in the project throughout all its stages, from the initial inception phase until the completion of the project. This identification, from its early stages, has allowed the project's team to define the roles and responsibilities of each category of stakeholders.

UN-Habitat has identified several methods of communication according to the project's phase, to keep the stakeholders well informed, and where they will be able to share their feedback and concerns. They include UN-Habitat's official website, social media via Facebook, Twitter, Instagram and LinkedIn, in addition to WhatsApp and emails. Written and printed publications will also be used to inform the stakeholders about the project's objectives and activities. Progress reports will be shared with stakeholders to stay updated on the project's developments. The SEP also mentions specific actions to address the needs and issues of the vulnerable and marginalized groups identified by UN-Habitat (detailed below).

In addition, Al Makassed Philanthropic Islamic Association already engaged to support UN-Habitat in the mobilization and outreach to targeted families, has established BERYT field office in the affected area, enabling all stakeholders to submit inquiries or share feedback in person.

Communication and feedback from stakeholders will be taken into consideration at each phase of this project and stakeholder meetings have been and will be organized by UN-Habitat as described in the SEP. Participation and comments from stakeholders will be fostered by the participatory approach proposed in the SEP. Meetings with identified key leaders have been and will continue to be conducted throughout the project. The TAC will continue to meet regularly. In-person interviews were conducted (more details are included below). Focus Group Discussions with the community will be conducted upon need. In addition, this ESMP will be part of the tender documents of the contractor(s) who will also be responsible for continuously engaging stakeholders as relevant to his/their activities.

6.1.1.1 Stakeholder mapping

An updated stakeholder mapping exercise was conducted as part of the current ESMP and focused on the identification and mapping of vulnerable stakeholders that may be affected by the project as provided in the results' section (section 6.1.2)²⁹.

6.1.1.2 Information disclosure

UN-Habitat has established several channels of communication to disclose project information as well as to engage with relevant stakeholders at each stage of the project. As such, since the onset of the Project and throughout, eligibility criteria for the buildings to be rehabilitated were shared on social media via UN-Habitat's [Facebook](#), [Instagram](#), [Twitter](#) and [LinkedIn](#) accounts in Arabic and English. The same social media platforms are used to regularly post updates regarding the project. Also, stakeholders are engaging with UN-Habitat and asking for updates using the GM.

²⁹ The project's SEP will be a dynamic document which will be regularly updated to reflect any changes as deemed necessary.

6.1.1.3 Engagement with the stakeholders and consultation process

Between March 2023 and April 2024, in-person meetings were conducted by UN-Habitat and Al Makassed in presence of the legal team, with the landlords and/or the legal representatives of the five buildings targeted by the current ESMP report. Discussions aimed at completing the files of the owners, to sign the initial consent (provided in Annex 8) to ensure that owners will commit to the conditions set by UN-Habitat, also to discuss the proposed design by the technical team. This contributed to increasing the engagement of stakeholders as the landlords became afterwards in regular contact with UN-Habitat and Al Makassed.

A round of unstructured interviews (survey provided in Annex 9) was implemented by Al Makassed in October 2023 and revised in May 2024 to ensure that all collected information are up to date. The interviews targeted communities (residents, shops, social services) living and/or operating in close proximity to the targeted buildings. The aim of the interviews is to assess communities' perceptions regarding the potential environmental and social impacts of the rehabilitation works and their opinions regarding the needed mitigation measures, also to communicate the different GM channels of the project. It should be mentioned that consultations will be repeated on quarterly or on as needed bases or with all identified stakeholders including the residents of the plot, subject of this ESMP, in line with the SEP program of consultations and the provisions of the cleared and disclosed ESCP. Moreover, these consultations will be documented in the quarterly progress reports.

6.1.1.4 Inclusion of Marginalized Groups

As part of the stakeholder mapping that was conducted during the preparation of the SEP, potential marginalized individuals/groups were identified, as well as preferred means of communication. The exercise was updated during the preparation of this ESMP. The updated stakeholders' map is provided in Figure 6 below; vulnerable stakeholders include hospitals, schools, religious institutions, proximal commercial activities who may be affected by the upcoming reconstruction/rehabilitation works. UN-Habitat will specifically invite organizations and communities representing the most marginalized groups to attend the upcoming stakeholder meeting, such as organizations representing persons with disabilities, refugees, migrant workers and LGBTQI+ communities.

As these buildings contain vacant units, these will be rented out at a rate below the average market rate for equivalent units. Low-income and middle-income families will have access to these Below Market Rate (BMR) rentals and will be identified following an outreach and selection methodology which was prepared by UN-Habitat and submitted to the WB for review and feedback. The methodology which included in Annex 10, was endorsed by the WB team, and a round of stakeholder consultations are scheduled to take place during June and July to inform the final version of the methodology.

The selection of beneficiaries benefitting from access to these BMR rentals will prioritize:

- a. Female-headed households.
- b. Families with children.
- c. Elderly individuals or families with elderly members.
- d. Students studying in the area.

e. Families who were living in the BERYT project area but had to relocate following the Port of Beirut explosion.

f. Families that have members working within the BERYT project area.

While there is a strong intention to prioritize people with disabilities (PWD), it is essential to acknowledge that the historic buildings rehabilitated under the project do not have the necessary infrastructure, such as elevators, to accommodate them fully. However, UN-Habitat is committed to ensuring inclusion as much as possible by offering more accessible units, such as ground floor options, to individuals with disabilities, and will actively seek ways to improve accessibility within the constraints of these structures.

6.1.2 Results

The updated stakeholders' map is provided in Figure 6 whereas a summary of the main outcomes from the engagement and consultation meetings directly relevant to the current ESMP and the list of stakeholders involved in each class of meeting is outlined in Table 7.

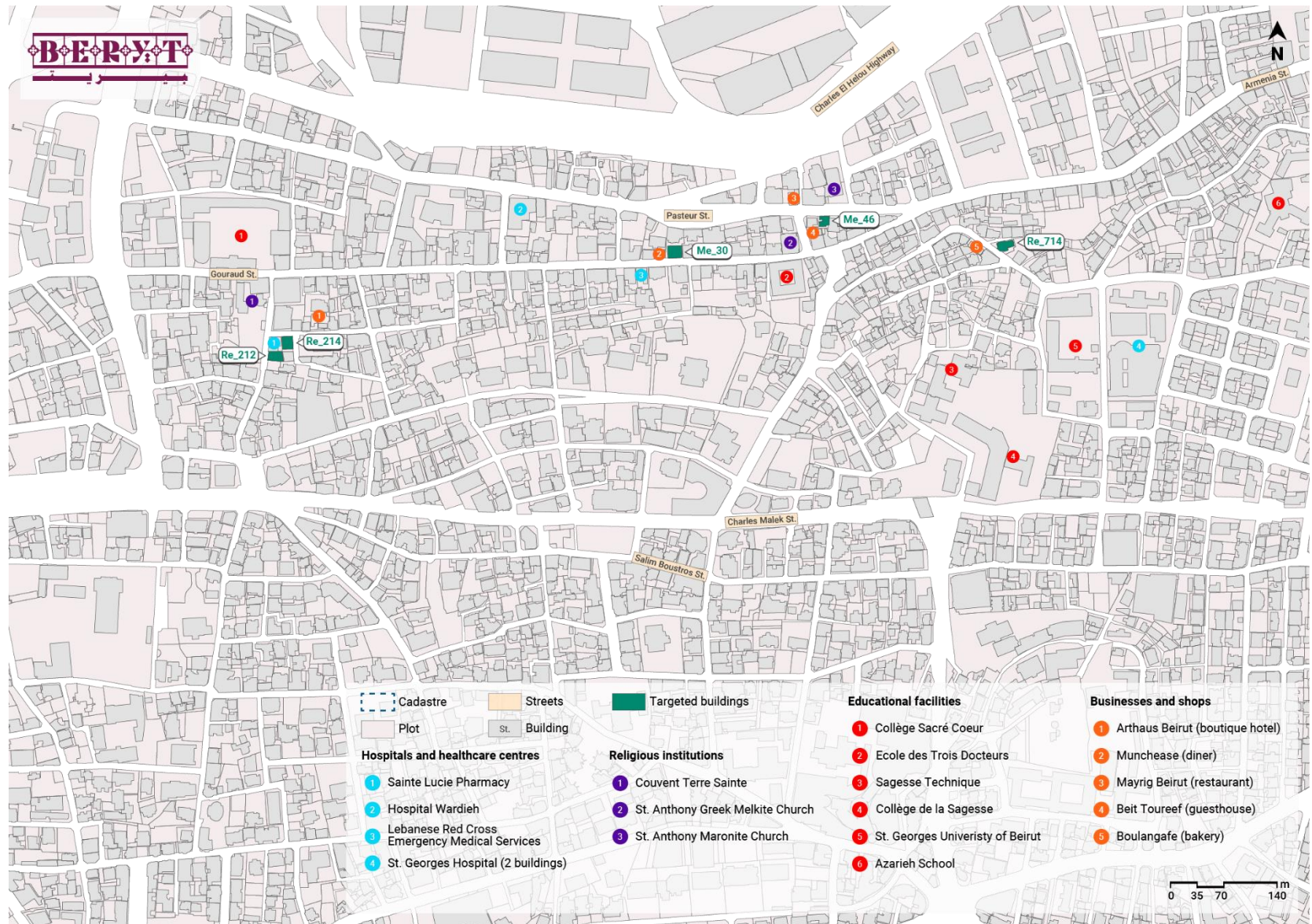


Figure 10: Stakeholder mapping for batch 4 buildings

Table 7: Main findings of the consultation and engagement process with key stakeholders

Consultation method	Findings / results	Stakeholders involved
In-person meetings		
3 in person meetings conducted by UN-Habitat and Makassed with the owner of Me_30 (March 2023, November 2023 and April 2024)	One meeting was dedicated to introducing the project and learning more about the building structure and occupancy status. Another two meetings were held to collect the legal papers, sign the initial consent, discuss the design and propose the new rehabilitation modality; also, a meeting was held to negotiate with the owner how the vacant units will be offered for below market rental. The GM was also described.	Owner of Me_30
3 in person meetings conducted by UN-Habitat and Makassed with the owners of Me_46 (March 2023, October 2023 and April 2024)	One meeting was dedicated to introducing the project and learning more about the buildings structure, issues and occupancy status. The other three meetings were mainly to sign the initial consent, discuss the project deed of commitments terms and conditions, in addition to the below market rental methodology. The GM was also described.	A minimum of three of the owners of Me_46
One in person meeting conducted by UN-Habitat and Makassed with part of the owners of Re_714 (October 2023)	One meeting was dedicated to introducing the project and learning more about the building structure and occupancy status as well as to collect the legal papers. The GM was also described.	Owners of Re_714
3 in person meetings conducted by UN-Habitat and Makassed with the representative of the religious party – Owner of Re_212 and Re_214 (March 2023, October 2023 and April 2024)	One meeting was dedicated to introducing the project and learning more about the buildings structure, issues and occupancy status. The other two meetings were mainly to discuss the project deed of commitments and terms and conditions in addition to the below market rental methodology. The GM was also described.	Official representative of the religious party owning the buildings

Consultation method	Findings / results	Stakeholders involved
Unstructured interviews with surrounding communities conducted by Makassed		
Plot Me_30	<p>The main concern raised by the interviewees is related to pedestrian's safety and access, as well as the possible exposure to dust and noise.</p> <p>No major impact and effect on the operation of surrounding commercial activities.</p> <p>It was explained to the interviewees that mitigation measures related to the latter concerns will be developed as part of the ESMP and implemented. The GM was also described.</p>	Owners and investors of surrounding shops (Daily dose shop, Pizzeria, DRIPD)
Plot Me_46	<p>Main concerns are related to noise, dust and pedestrians' safety that may be affected by reconstruction activities, in addition to the possible road closure and the limited parking places.</p> <p>It was explained to the interviewees that mitigation measures related to the latter concerns will be developed as part of the ESMP and implemented. The GM was also described.</p>	Owners and employees in the adjacent stores, restaurants, and one tenant of a proximal building. (Absi, Abercrombie, Olgaz, Phill and Will)
Plots Re_212 and 214	<p>Main raised concerns were related to potential exposure to dust, noise and safety of the neighbours who are mainly old persons, as well as the pedestrian' safety and access that may be affected by reconstruction activities.</p> <p>It was explained to the interviewees that mitigation measures related to the latter concerns will be developed as part of the ESMP and implemented. The GM was also described.</p>	Owners and residents of adjacent residential units, in addition to investors of commercial units.
Plot Re_714	The main concerns are related to traffic, pedestrian safety and noise and dust. The interviewees also	Residents of surrounding buildings

Consultation method	Findings / results	Stakeholders involved
	<p>shared their concerns regarding the road that might be blocked because of the reconstruction equipment and vehicles, especially that it leads to a hospital (Figure 10). It was explained to the interviewees that mitigation measures related to the latter concerns will be developed as part of the ESMP, and that any road blockage will be temporary and that there are alternative access roads which can be used. Also, information regarding the GM was shared.</p>	

6.2 Grievance Mechanisms

6.2.1 Mechanisms

UN-Habitat has established grievance mechanisms for different streams of complaints as per the ESCP. The GM includes a complaints mechanism for stakeholders in general (and another one for workers in particular as per the Labor Management Procedures (LMP) prepared, cleared and disclosed on the UN-Habitat project website³⁰), receiving complaints related to environmental and social safeguards, sexual exploitation and abuse, and labor issues among other types of grievances. All grievances should be resolved within specific timelines as later described depending on the type of grievance. Grievances related to criminal and SEA allegations and incidents should be immediately reported to UN-Habitat who will in turn forward them to the WB within 48 hours. A training regarding the GM process in general, and the types of grievances which should be immediately reported in particular, is provided to all BERYT partners (including contractors and their workers) before the startup of their work.

6.2.2 Process description

A GM has been developed and is operationalized, in line with the requirements of ESS10. The GM provides opportunities for stakeholders to submit complaints related to any of the environmental and social safeguards related to the project as set out in the ESF. Stakeholders can submit grievances to the GM email³¹, WhatsApp³², complaint box³³ and the website³⁴ 24/7. All submissions will provide an automatic reply with information that the grievance has been received, and when a response to the grievance can

³⁰ The GM flyer, complaint form and location map of GM boxes are accessible on the following link [Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery | UN-Habitat \(unhabitat.org\)](https://unhabitat.org/project/beirut-housing-rehabilitation-and-cultural-and-creative-industries-recovery)

³¹ GM email address: unhabitat-lb-gm@un.org

³² GM phone number: +961 81 582 376

³³ A complaint box has been installed at BERYT field office and another one next to Re_679

³⁴ BERYT project webpage: <https://unhabitat.org/project/beirut-housing-rehabilitation-and-cultural-and-creative-industries-recovery>

be expected. The GM phone is operated by the ESS team members during office hours. Outside office hours, complainants can record a voice message or send a WhatsApp message. In person grievances can be submitted at BERYT field office during business working hours (Monday-Friday, 8-4). Additionally, two complaint boxes are available: one next to the BERYT office, and a second one has been installed at another targeted building where rehabilitation activities have started (building Re_679). The stakeholders can anonymously drop their grievances there at any time, 24/7.

In addition, all project workers will have access to a complaints mechanism for any complaints related to the LMP, which is applicable to all project workers hired by UN-Habitat, UNESCO, consultants, and contractors, whether full-time, part-time, temporary, or daily workers. The grievance mechanism will be provided for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns. Workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers. The mechanism is designed to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language that they understand, without any retribution, and will operate in an independent and objective manner. The grievance mechanism may utilize existing mechanisms, provided that they are properly designed and implemented, are able to address concerns promptly, and are readily accessible to such project workers. Existing grievance mechanisms may be supplemented as needed with project-specific arrangements.

The contractors who stand on the front lines have been trained to receive grievances and initiate their resolution whenever they fall within their area of responsibilities. In the event that they don't fall under their responsibilities, or the acceptable period for their resolution by the contractor has been exceeded, clear and organized procedures have been established to refer the grievances to the next levels, i.e. to the project's supervision consultant and the UN-Habitat ESS team, for follow-up and resolution. The UN-Habitat ESS team also has access to the contractors' online grievance logs and oversees grievance resolution from their initial recording onwards.

Grievances submitted through any of the GM channels that are related to allegations of sexual exploitation and abuse (SEA) and sexual harassment (SH) will be treated as urgent complaints and action will be proposed at once. The WB team will be informed within a maximum of 48 hours of such complaints as per the ESCP.

A [PSEA action plan](#) was developed to outline specific steps for preventing and responding to incidents of sexual exploitation and abuse within the project. It establishes a framework for identifying, addressing, and reporting such cases, including clear procedures for handling complaints and ensuring the safety and support of survivors. The PSEA action plan serves as a guide for effectively implementing PSEA measures and integrating them into the overall GM framework. The plan was endorsed by the WB team and then disclosed on the website.

For all complaints related to SEA/SH, UN-Habitat has also established closed partnerships with the Prevention of Sexual Exploitation and Abuse (PSEA) Network and the Gender Based Violence (GBV) working group in Lebanon. UN-Habitat will partner with local GBV service providers to ensure that survivors can have immediate access to services after a complaint. UN-Habitat is committed to provide a survivor centered approach and to make sure that survivors get the support needed by experts by

referring them to service providers offering this support, and that all actions are undertaken on the wishes of the survivor. Grievances can be submitted anonymously using the channels mentioned below:

- **Project webpage:** the [webpage](#) is currently functioning, and the GM complaint form can be accessed [here](#), both in Arabic and English. Complaint forms exist and can be submitted in Arabic or English. When the complaint form is submitted on the site, a message appears with the confirmation of receipt of the feedback/complaint and that a response will be shared with the complainant within ten days of receipt. Urgent and/or sensitive cases require a response within 48 hours. The website is monitored daily by the above-mentioned ESS team.
- **E-mail:** The created email address: unhabitat-lb-gm@un.org is being monitored daily by the ESS team. Once an e-mail is received to the GM account, an automatic reply will be sent confirming the receipt of the feedback/complaint and that a response will be shared with the complainant within ten days of receipt. Urgent and/or sensitive cases require a response within 48 hours.
- **WhatsApp:** The WhatsApp account (+961 815 823 76). Once a message is recorded (voice or text) an automatic reply is sent confirming the receipt of the feedback/complaint and by when the ESS team is expected to provide feedback. Only the ESS team will have access to the device, and all grievances are logged and registered and regularly reported to the World Bank.
- **Complaint boxes:** The boxes were procured and ready to be installed at the building sites. One box was installed at BERYT field office which is situated in the same area (200 meters away from Rmeil 692), and a second one has been installed at another targeted building where rehabilitation activities have started (building Re_679). The complaints will be collected twice a week.
- **In-person GM:** The project partners, Al-Makassed, and to a certain degree the design consultants and contractors are receiving primarily in-person complaints (they also receive complaints through other channels at times such as through phone calls or using the GM boxes). All complaints are registered and logged by Al-Makassed, the consultants and the contractors, and cases are referred to the ESS team daily. Al-Makassed, consultants and contractors' teams have been trained on how the GM works, and sensitized on environmental and social issues, gender-based violence, SEA and SH.
- **Dissemination of information and awareness of GM:** The GM information flyers have been printed and are accessible via QR codes and [social media](#). GM flyers also have QR codes that display the locations of the complaint boxes. Printed flyers are placed at BERYT field office and are distributed during stakeholder engagement and public consultation meetings.

The GM includes several channels that are appropriate to the different groups of stakeholders, including the marginalized groups and workers.

When a grievance is received, all relevant information will be filled in the project log by the ESS team. For complaints related to SEA, the following information only will be requested: nature of the complaint, information about whether the perpetrator was associated with the project, age and sex of the perpetrator and if possible, information on whether the survivor was referred to the appropriate services. **All grievances related to SEA or other sensitive issues will be reported to the WB within 48 hours of receiving such grievances. All information is kept confidential by the ESS team.**

The ESS team will investigate the grievance. The team will verify the validity of the information. If needed, the ESS team may request further information from the complainant.

For SEA/SH related complaints, the ESS team will immediately assist the survivor by referring them to GBV service providers (within 48 hours). For straightforward/not applicable grievances related to environmental and social complaints, the ESS team will provide a response within 10 days, and for grievances that require further assessment, the ESS team will engage with the complainant to collect further information and will provide, within additional 7 days, actions proposed to resolve the complaint. If the complainant is not satisfied with the proposed action, they have the right to appeal within 14 days. The ESS team will then propose an alternative action within 30 days. The response should include a summary of the issues raised and the reason for the decision taken. The complainant will be notified of this response (decision/ solution/ action) either in writing, verbally or electronically.

The GM flowcharts and associated online form are respectively provided in Annexes 11 and 12. It is important to note finally that the GM and associated channels have been and continue to be widely disseminated among the project stakeholders during all public consultation and engagement meetings and through project communication materials. Also, all BERYT partners including consultants and contractors will assist in the dissemination of GM and the latter requirement will be included in their tender documents.

7 Annexes

[Annex 1: Project's execution schedule](#)

[Annex 2: Standard Operating Procedures for asbestos handling and management](#)

[Annex 3: Pictures of overhead canopy and safety nets](#)

[Annex 4: Example of decorative scaffolding](#)

[Annex 5: Example of scaffold protection foam](#)

[Annex 6: Example of debris chutes](#)

[Annex 7: Practice note regarding SEA / SH](#)

[Annex 8: Initial consent form](#)

[Annex 9: Survey used in unstructured interviews](#)

[Annex 10: BMR methodology](#)

[Annex 11: GM flowcharts](#)

[Annex 12: GM online form](#)

7.1 Annex 1: Project's execution schedule

Batch	Plot #	Description of activity	Months																		
			M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19
4	Me_30	Design ¹																			
	Me_46	Procurement																			
	Re_212	Contract Award																			
	Re_214																				
	Re_714	Implementation ²																			

¹Design: includes site assessment, ESMP report, conceptual design, permits and tender documents

²Implementation: includes contractor mobilization and site clearance, propping of the structure, Rubble removal, Excavation and foundation works, Scaffolding system installation, Redressing, Dismantling and demolition works, Masonry and wood works, concrete works, MEP works, Roof works, Wall-floor and ceiling finishes, Testing and commissioning and demobilization.

7.2 Annex 2: Standard Operating Procedures for asbestos handling and management

ASBESTOS HEALTH AND SAFETY REQUIREMENTS

A. KEY POINTS FOR THE SAFE HANDLING OF ASBESTOS

SAFE HANDLING OF ASBESTOS



1. PROVIDE PROTECTIVE EQUIPMENT AND TRAINING

- As a minimum, provide workers with gloves, goggles, disposable clothing or replacement clothing, adequate footwear and disposable masks (see Appendix C for specifications).
- Dispose of contaminated clothing and protective equipment in the same way as other asbestos-containing materials (ACMs).
- Provide washing facilities for workers and training to all involved if possible, or work supervisors as a minimum



2. IF POSSIBLE, DO NOT DISTURB IT, BREAK IT OR CUT IT

This can release asbestos dust which contains hazardous fibres



3. DO NOT BURN IT

Never burn suspected ACMs as this releases dangerous fibres into the air



4. WET IT

- If it is necessary to move, saw or break up the materials, keep them thoroughly wet to reduce the amount of airborne fibres
- Work only in well-ventilated areas
- Take particular care with friable materials
- Clean any contaminated surfaces by wetting the area or using damp cloths. Never dust or sweep as this propels fibres into the air



5. COVER IT

- When disposing of it, keep piles of ACMs covered with plastic sheets until they can be disposed of
- Always wet the materials before moving



6. WRAP IT UP

- Store asbestos-containing waste in sealable containers until it can be disposed of safely
- Use metal or plastic drums or strong polyethylene bags
- If using bags put one bag inside another and seal with strong tape
- Label the containers in the local language(s) and include a hazard warning before disposal

ASBESTOS HEALTH AND SAFETY REQUIREMENTS

B. DEDICATED ASBESTOS DISPOSAL SITE SELECTION AND DEVELOPMENT

ASBESTOS SITE SELECTION AND DEVELOPMENT



1. Site

In collaboration with the local government, locate a site where adequate cover material is available, access is good and controllable and where the waste cannot be exposed by water or wind erosion, slope failure, further disasters or re-excavation



2. VEHICLES

Clearly label vehicles transporting asbestos waste and ensure they are operated by trained personnel



3. EMISSION PROTECTION

During and after the disposal of asbestos waste, make sure no visible emissions occur and cover waste with at least 15cm of compacted non-asbestos-containing material within 24 hours of disposal



4. BARRIERS

If no natural barriers exist around the site to deter access, install fencing, trenches or other barriers to prevent unauthorised access to the designated area



5. WARNING SIGNS

Post warning signs at the entrance of the site and around the perimeter



6. CLOSURE

Final closure of an area containing asbestos waste requires at least an additional 75cm of compacted non-asbestos material to provide a 1m final cover. This must be done within 90 days of the last deposition

ASBESTOS HEALTH AND SAFETY REQUIREMENTS

MINIMUM STANDARDS for working with debris waste in Beirut

C. PPE REQUIREMENTS WHEN COMING INTO CONTACT WITH ASBESTOS CONTAINING MATERIALS

Personal protective clothing and equipment is an essential line of defence for minimising the risks presented by contact with asbestos when elimination and isolation of the hazard is not practicable. It is essential that workers receive prior training on the use of personal protective equipment.

WHAT IS PERSONAL PROTECTIVE EQUIPMENT (PPE)?

PPE is clothing or equipment which provides protection to the user from a potential hazard.

WHAT PPE MUST BE WORN WHEN ASBESTOS IS OR MAY BE PRESENT?

If asbestos or asbestos containing materials are present, or there is a possibility of presence, the following should be worn:

- **Respiratory Protective Equipment (RPE)** should be used by those designated to handle asbestos whenever practicable – to avoid inhaling asbestos fibres
- **Overalls** disposable, to avoid the risk of carrying asbestos fibres away from the worksite on clothing
- **Footwear** – appropriate for the work being undertaken (see next page for details).

WHAT PPE IS REQUIRED

Although controls must be in place to prevent or reduce exposure to asbestos fibres when working with ACMs (see Appendix A), when exposure cannot be avoided the last line of defence against dangerous exposure is the use of appropriate PPE. The following details the levels of PPE recommended for work with asbestos materials, from that which provides the best protection to the minimum standard required.



Figure 1: Full face covering

Respiratory Protective Equipment

For long periods of continuous use in demolition related works, effort must be made to use the highest level of mask available and practical in the circumstances. Figure 1 shows the type of mask, covering the whole face, which should be used by those working significant amounts of time with or in close proximity to ACMs. Full face masks should conform to BS EN 136 standard with P3 filter and should be used by licensed operators.



Figure 2: Reusable face covering

If a full-face mask is not available to those needing to clear debris containing or potentially containing ACM, then a face mask covering nose and mouth should be used. Figure 2 shows a reusable mask (applicable standard EN140 with P3 filter), covering nose and mouth, which would be suitable for those working for regular periods in debris clearance.



Figure 3: Basic disposable face covering

Figure 3 shows the minimum standard face mask that must be used by anyone working with or near ACMs if higher level masks are not available. This equipment should be suitable for most short-duration non-licensed work, especially for open-air debris removal and disposal activities.

The mask used should be of FFP3 or FMP3 standard and should be used at all times when in close proximity to ACMs. When using FFP3 (applicable standard BS EN 1827) or FMP3 (applicable standard BS EN 149) masks, these should be properly disposed of at the end of each day and a new mask worn the following working day.



Figure 4: Safety goggles

Safety Goggles

Should one of the masks shown in Figure 3 or Figure 6 be used, then it is recommended that safety goggles are used, meeting BS EN 166 standard) as shown in Figure 4.



Figure 5: Wellington boots

Footwear

Appropriate footwear is an important part of the PPE required when working with asbestos contaminated debris. It is recommended that Wellington Boots designed specifically for this purpose be worn by everyone involved in this work. Wellingtons should be EN ISO 20345:2011 compliant, to provide solid sole protection from penetration and steel toecaps. An example of this footwear is shown in Figure 5.

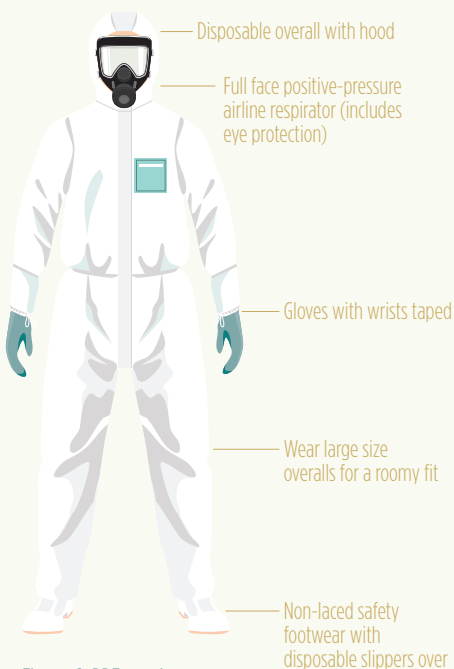


Figure 6: PPE requirements when working with asbestos

Full PPE for High Risk Work

Figure 6 shows the necessary full PPE required when working to clear ACMs. This is the level of PPE necessary for trained people spending significant amounts of time working to separate and dispose of ACMs who will therefore have a high level of exposure to asbestos over a sustained period. Disposable overalls should be Type 5/6 (relevant standard BS EN ISO 13982+A1). Gloves should be Type 5/6 single use and be appropriately disposed of at the end of each day. Footwear should be solid sole, ankle high wherever possible. Wellington boots (see Figure 5) or non-laced pull-on footwear is preferable as these are easier to clean. Disposable overshoes should be used if non-laced footwear is not available. Disposable overalls, gloves and overshoes should be treated as hazardous and disposed of with other asbestos waste.

ASBESTOS HEALTH AND SAFETY REQUIREMENTS

D. PERSONAL DECONTAMINATION

It is important that everyone working with or near asbestos materials ensures they are fully decontaminated before leaving the workplace. This will help alleviate the possibility of taking asbestos fibres home on clothing and exposing family and friends.

The following procedure should be followed by each person working at on debris clearance involving asbestos materials.

PROCEDURE



Damp Rag



Asbestos Waste Bag

- Clean boots with damp rags
- Use damp rags in a gentle ‘patting’ action on overalls (rubbing can disturb fibres)
- Where there are two workers, they can help to clean each other
- Peel off disposable overalls. They should be inside-out when they have been removed. Put the overalls in a suitable asbestos waste bag (UN-approved Class 9 plastic bag)
- Remove RPE last. If using disposable face covering, place these in the asbestos waste bag. For non-disposable RPE, clean after use and store in safe place away from contamination
- Tape the waste bag securely closed and dispose of with hazardous waste

7.3 Annex 3: Pictures showing good practice overhead canopy and safety nets



Sidewalk overhead protection, available from: <https://superiorscaffold.com/services/sidewalk-overhead-protection-sidewalk-shed-canopy/>, Accessed on 10/01/23



Overhead protection, accessible from: <https://superiorscaffold.com/customizing-your-overhead-protection-the-ritz-carlton-philadelphia-pa/>, accessed on 10/01/23



Outrigger scaffolding system, accessible from Google images, accessed on 10/01/23



Overhead canopy with safety nets, accessible from Google Image, accessed on 10/11/23



Safety nets, accessible from: safesmartaccess.com.au/safety-net-fans, accessed on 10/01/23



Safety nets, accessible from: tss-me.com/blog-posts/all-about-construction-safety-nets/, accessed on 10/01/23



Scaffold net, accessible from Google image, accessed on 10/11/23

7.4 Annex 4: Example of decorative scaffolding



Decorative scaffolding, accessible from: <https://alamy.com/stock-photo-decorative-scaffolding-screens-construction-site-hoarding>, accessed on 10/01/23

7.5 Annex 5: Example of scaffold protection foam



Scaffolding protection foam, accessible from: <https://trumark.com.au/product/grey-foam-handrail-protector>, accessed on 11/01/23

7.6 Annex 6: Example of debris chutes



Debris chutes, accessible from: superiorscaffold.com/products/debris-chutes/ accessed on 10/01/23

7.7 Annex 7: Practice note regarding SEA / SH

Good
Practice
Note

Environmental & Social Framework for IPF Operations

Addressing Sexual Exploitation and Abuse and Sexual Harassment (SEA/SH) in Investment Project Financing involving Major Civil Works

Third Edition



Good Practice Notes (GPNs) are produced to help World Bank staff in providing implementation support to Borrowers in meeting the requirements of the Environmental and Social Framework (ESF). They are written in a style and format that is intended for all staff and development partners to use. GPNs are advisory in nature and are not World Bank policy nor are they mandatory. They will be updated according to emerging good practice.

Third Edition

Published October 2022

The first edition of this Good Practice Note (GPN), titled “Good Practice Note on Addressing Gender Based Violence in Investment Project Financing involving Major Civil Works,” was published September 28, 2018. It was prepared by a team from the then Transport Global Practice and the Gender Group, comprised of Christopher R. Bennett, Diana J. Arango, Nora Weisskopf and Keelye Hanmer under the guidance of Franz Drees-Gross, Caren Grown and Maninder Gill. Key inputs and support were provided by Verena Phipps-Ebeler, Michael Mahrt, Subha Latchmi Ram, Qays Hamad, Nathalie Munzberg, Tesfaalem Gebreyesus, Deviyani Dixit and the GTDDR Task Force for GBV members, including Karla Gonzalez Carvajal, Julie Babinard, Karla Dominguez Gonzalez, and Nato Kurshitashvili.

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Second Edition

The second version was updated to incorporate: definitions of sexual exploitation and abuse and sexual harassment (SEA/SH) and their operationalization in Bank-financed projects; updated language changing Gender Based Violence (GBV) to SEA/SH where relevant; and additional information on third-party monitoring of SEA/SH.

The second edition was prepared by a team including Caren Grown, Diana Arango, Victor Mosoti, Maninder Gill, Charles Di Leva, and Enzo De Laurentiis. Support was provided by Ian White and editing by Katherin George Golitzen.

Third Edition

The present edition has been updated to clarify specific aspects related to sexual exploitation and abuse of children and to align with the Good Practice Note on Addressing SEA/SH in Human Development Operations, issued in September 2022.

The third edition was prepared by a team including Caren Grown, Maninder Gill, Charles Di Leva, Michael Mahrt, Celine Calve, Bethany Kriss, Diana J. Arango, Verena Phipps, Niyati Shah, Daniela Greco. Key inputs and support were provided by Colin Scott and Maree Newson.

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Abbreviations

BIA	Best interests assessment
BID	Best interests determination
CoC	Code of Conduct
E&S	Environmental and Social
ESA	Environmental and Social Assessment
ESCP	Environmental and Social Commitment Plan
ESF	Environmental and Social Framework
ESHS	Environmental, Social, Health and Safety
ESIRT	Environment and Social Incident Response Toolkit
ESMP	Environmental and Social Management Plan
ESS	Environmental and Social Standard
GBV	Gender-based Violence
GCLS	Grievance Complaint Logging System
GPN	Good Practice Note
GM	Grievance Mechanism
HIV/AIDS	Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome
IA	Implementing Agency
ICB	International Competitive Bidding
IPF	Investment Project Financing
ISR	Implementation Status Report
IVA	Independent Verification Agent
M&E	Monitoring and Evaluation
NCB	National Competitive Bidding
NGO	Nongovernmental Organization
PCN	Project Concept Note
PMU	Project Management Unit (also often referred to as a Project Implementation Unit, or PIU)
QER	Quality Enhancement Review
SBD	Standard Bidding Document
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment

SEP	Stakeholder Engagement Plan
SPD	Standard Procurement Document
TOR	Terms of Reference
TPM	Third-Party Monitoring organization for SEA
UN	United Nations
UNICEF	United Nations International Children’s Fund
VAC	Violence Against Children
VAW/VAWG	Violence Against Women/Violence Against Women and Girls
WHO	World Health Organization

Glossary

Best Interest of the Child	Children have the right to have their best interests assessed and taken into consideration in all actions that concern them, both in the public and private spheres. The best interest of the child is determined by a variety of individual circumstances, such as the age, gender, level of maturity and experiences of the child. Other factors also determine well-being, such as the presence or absence of parents, the quality of the relationships between the child and their family or caregivers, the physical and psychosocial situation of the child and their protection situation (security, protection risks, etc.). Children should be active participants in defining their best interests. All of these circumstances and elements should be considered and balanced against each other by any decision-maker having to determine a child’s best interest ¹ .
Best Interest Assessment (BIA)	Best Interest Assessment refers to an assessment of children’s best interests conducted by organizations with required expertise and requires the participation of the child. An assessment of children’s best interest is also required within national systems and can have legal implications.
Best Interest Determination (BID)	Best Interest Determination is used to describe the formal UNHCR process, which has strict procedural safeguards designed to determine the child’s best interests when taking particularly important decisions affecting the child in contexts of displacement. ² It should facilitate adequate child participation without discrimination, involve decision-makers with relevant areas of expertise and balance all relevant factors to assess and determine the best option.
Child	Article 1 of the UN “Convention on the Rights of the Child” defines children as those under the age of 18. The UN Secretary General’s Bulletin on Special Measures for protection from sexual exploitation and abuse, October 9, 2003 ST/SGB/2003/13 also defines children as anyone under the age of 18 and explicitly prohibits sexual activity with a child regardless of the age of majority or age of consent locally (para 3.2 b).
Child marriage	Child marriage refers to any formal marriage or informal union between a child under the age of 18 and an adult or another child (UNICEF).

¹ This definition is based on article 3 of the Convention on the Rights of the Child and is used by UNICEF and UNHCR and a wide range of actors working to protect children. See “Convention on the Rights of Child” and UNHCR 2021, Best Interest Procedures Guidelines: Assessing and Determining the best interest of the child.

² 2021 UNHCR, Best Interest Procedures Guidelines: Assessing and Determining the best interest of the child, Definitions and Explanations of key terms, Pages 9. and 10.

Engineer The Borrower’s representative who is responsible for supervising the works. The supervising Engineer is appointed by the Borrower, who specifies the tasks they want the supervising Engineer to carry out (frequently set out in a Terms of Reference (TOR)). Responsibilities may include: monitoring the site, contractor(s) and personnel to make sure the agreed contract is followed; measuring contractor’s achievement against key performance indicators; making decisions on behalf of the Borrower in areas delegated for day-to-day control and; supervising environmental and social issues. Depending on the needs of the project and the supervising Engineer’s TOR, the team supporting the supervising Engineer may need to include individuals with specific skills, for example E&S specialists and GBV specialists.

Supervising Engineer is the term used in the context of large civil works, which is the focus of this GPN. Different terms may be used to describe the role conducted by the supervising Engineer, including “supervising consultant”. Note that under the FIDIC contract, which is commonly used for large civil works in projects supported by the World Bank, the supervising Engineer is referred to simply as the “Engineer”.

Gender-based violence (GBV) Gender-based violence (GBV) is an umbrella term for any harmful act that is perpetrated against a person’s will and that is based on socially-ascribed (i.e., gender) differences between males and females. It includes acts that inflict physical, sexual or mental harm or suffering, threats of such acts, coercion, and other deprivations of liberty. These acts can occur in public or in private (2015 Inter-Agency Standing Committee Gender-based Violence Guidelines, pg. 5).

Gender-based violence (GBV) service provider An organization offering specific services for GBV survivors, such as health services, psychosocial support, shelter, legal aid, safety/security services, etc.

Human trafficking Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation. Women and children are particularly vulnerable to trafficking practices (Environmental and Social Standard (ESS) 2, footnote 15).

SEA/SH Prevention and Response Action Plan Document which outlines how the project will put in place the necessary protocols and mechanisms to address SEA/SH risks; and how to address any SEA/SH allegations that may arise. This is the new name for the GBV Action Plan, as used in the original (2018) version of this note.

The SEA/SH Prevention and Response Action Plan should include an Accountability and Response Framework, which details how allegations of SEA/SH will be handled (investigation procedures) and disciplinary action for violation of the Code of Conduct (CoC) by workers.

- Sexual exploitation and abuse (SEA)** **Sexual exploitation:** any actual or attempted abuse of a position of vulnerability, differential power or trust for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 6).
- Sexual abuse:** actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (UN Glossary on Sexual Exploitation and Abuse 2017, pg. 5).
- Sexual harassment (SH)** Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment. This may include unwelcome sexual advances, requests for sexual favors, and may take place through online activity or mobile communications as well as in person.
- Survivor-centered approach** The survivor-centered approach is based on a set of principles and skills³ designed to guide professionals—regardless of their role—in their engagement with survivors (predominantly women and girls but also men and boys, and transgender and nonbinary people) who have experienced sexual or other forms of violence. The survivor-centered approach aims to create a supportive environment in which the survivor’s interests are respected and prioritized, and in which the survivor is treated with dignity and respect. The approach helps to promote the survivor’s recovery and ability to identify and express needs and wishes, as well as to reinforce the survivor’s capacity to make decisions about possible interventions.

³ Please see the GBV Guidelines for Integrating Gender-Based Violence Interventions in Humanitarian Action for guidance, “How to support a survivor of gender-based violence when there is no GBV actor in your area: User Guide” Annex II, including “Survivor-Centered Communication Skills” and “Survivor-Centered Attitudes”, available at: https://gbvguidelines.org/wp/wp-content/uploads/2018/03/GBV_UserGuide_021618.pdf

Violence against women (VAW)

Article 1 of the 1993 UN *Declaration on the Elimination of Violence against Women* defines violence against women as any act of gender-based violence that results in, or is likely to result in, physical, sexual or psychological harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life. Article 2 of the Convention further states that violence against women shall be understood to encompass, but not be limited to, the following: (a) physical, sexual and psychological violence occurring in the family, including battering, sexual abuse of female children in the household, dowry-related violence, marital rape, female genital mutilation and other traditional practices harmful to women, non-spousal violence and violence related to exploitation; (b) physical, sexual and psychological violence occurring within the general community, including rape, sexual abuse, sexual harassment and intimidation at work, in educational institutions and elsewhere, trafficking in women and forced sex work; (c) physical, sexual and psychological violence perpetrated or condoned by the State, wherever it occurs. The term **violence against women and girls** is also used.

1. Introduction

1. No country, community, or economy can achieve its potential or meet the development challenges of the 21st century without the full and equal participation of women and men, girls and boys. The World Bank is therefore committed to closing gaps between males and females globally for lasting impact in tackling poverty and driving sustainable economic growth that benefits all (World Bank, 2018).⁴
2. Worldwide, 30 percent of women have experienced either non-partner sexual violence or physical and/or sexual intimate partner violence (IPV) (WHO 2021), both manifestations of Gender-Based Violence (GBV).⁵ Every community in which the World Bank has operations includes women and children who have experienced or will experience GBV. Out of 189 economies surveyed by the Women Business and the Law report of 2018, 69 percent were found to have legislation addressing sexual harassment in employment.
3. This Good Practice Note (GPN) focuses on specific forms of GBV that may arise in relation to major civil works⁶ projects supported by the World Bank through Investment Project Financing (IPF): sexual exploitation and abuse (SEA) and sexual harassment (SH) (hereafter referred to as SEA/SH). There are a number of ways SEA/SH may occur in the context of Bank-financed projects, by a range of perpetrators. For example:
 - Projects with a large influx of workers may increase the demand for sex work—even increase the risk for trafficking of women for the purposes of sex work—or the risk of forced early marriage in a community where marriage to an employed man is seen as the best livelihood strategy for an adolescent girl. Furthermore, higher wages for workers in a community can lead to an increase in transactional sex. The risk of incidents of sexual activity between laborers and minors, even when it is not transactional, can also increase.
 - When land redistribution occurs—for example due to resettlement for civil works—women may be extremely vulnerable to SEA. This is particularly true in countries where the legal system precludes women from holding land titles.
 - Projects create changes in the communities in which they operate and can cause shifts in power dynamics between community members and within households. These power dynamics are a key driver of GBV and can be triggered by labor influx on a project when male workers are believed to be interacting with community women. Hence, abusive behavior can

⁴ The World Bank, *The World Bank in Gender*, available at: <http://www.worldbank.org/en/topic/gender>.

⁵ GBV also affects men and boys as well as sexual minorities or those with gender-non-conforming identities. GBV affects people throughout their lives, with profound, long-term impacts on survivors' health, agency, achievement and well-being.

⁶ Major civil works include construction, maintenance and/or upgrading of infrastructure (transport, energy, water & sanitation, irrigation and urban infrastructure, school or hospital construction, etc.) and related supervision oversight, as well as technical assistance activities related to such projects.

occur not only between project staff and those living in and around the project site, but also within the homes of those affected by the project.

- Job opportunities for women and girls can be limited due to a lack of appropriate transportation options. While Bank-financed projects create job opportunities for women within projects, traveling to and from work in some settings can force women and girls to use unsafe, poorly-lit commuter routes, or unsafe public transport which can expose them to harassment and abuse. The increased risk of experiencing violence may thwart their uptake of added economic opportunities.
4. The World Bank has developed GPN to assist Task Teams in identifying risks of SEA/SH – as opposed to all forms of GBV that can emerge in IPF involving major civil works contracts – and to advise Borrowers on how to best manage such risks. The GPN builds on World Bank experience, relevant international instruments, and good international industry practices, including those of other development partners. While World Bank Task Teams are the primary audience, the GPN also aims to contribute to a growing knowledge base on the subject.
 5. GPNs are prepared to support the implementation of the Environmental and Social Framework (ESF) in World Bank financed operations. **This GPN, however, is designed to apply not only to new projects under the ESF, but also to assist in addressing SEA/SH risks in projects that are currently under preparation and pre-date the ESF.**
 6. The ESF’s Environmental and Social Standards (ESSs) set out the requirements for Borrowers relating to the identification and assessment of environmental and social risks and impacts associated with projects supported by the World Bank. While the ESF itself does not explicitly mention SEA/SH, various ESSs are in alignment with the recommendations of this GPN for addressing SEA/SH, including:
 - ESS1: Assessment and Management of Environmental and Social Risks and Impacts;
 - ESS2: Labor and Working Conditions;
 - ESS4: Community Health and Safety; and
 - ESS10: Stakeholder Engagement and Information Disclosure.
 7. This GPN also forms part of the World Bank’s response to the 2017 recommendations of an independent Task Force⁷ of external experts (hereinafter called the “2017 GBV Task Force Report”), which provided guidance on how the World Bank could strengthen its systems to prevent and mitigate GBV, in particular SEA/SH, in the projects it finances.
 8. The GPN is guided by several key principles:

⁷ Gupta, Geeta Rao and Katherine Sierra. 2017. Working Together to Prevent Sexual Exploitation and Abuse: Recommendations for World Bank Investment Projects (English). Report of the Global Gender-based Violence Task Force. Washington, D.C. World Bank Group.

<http://documents.worldbank.org/curated/en/482251502095751999/Working-together-to-prevent-sexual-exploitation-and-abuse-recommendations-for-World-Bank-investment-projects>.

- 1) *Be survivor-centered*: Approach considerations related to SEA/SH mitigation and response through a survivor-centered lens,⁸ protecting the confidentiality of survivors; practicing non-discrimination, centering their safety, and treating them with agency, dignity and respect for their needs. For adults it means following the survivor’s wishes and recognizing the survivor as the principal decision maker in their own care. For children it means ensuring that the best interest of the child is always the primary consideration in all actions concerning a child. In relation to incidents of SEA/SH involving children, the child’s wishes and opinions on their situation should be considered in determining the best interests of the child.⁹
- 2) *Emphasize prevention*: Adopt risk-based approaches that aim to identify key risks of SEA/SH and to undertake measures to prevent or minimize harm.
- 3) *Build on existing local knowledge*: Engage community partners—local leaders, civil society organizations, gender and child advocates—as resources for knowledge on local-level risks, effective protective factors and mechanisms for support throughout the project cycle.
- 4) *Be evidenced-based*: Build on existing global research and knowledge on how to address GBV effectively.
- 5) *Be adaptable*: Adapt and adjust prevention and mitigation measures to respond to the unique drivers and context in any given setting, using the operational guidance presented in this GPN, which provides the foundation for an effective SEA/SH risk management approach.
- 6) *Minimize harm to survivors*:¹⁰ The project staff must be trained on how to preserve the confidentiality and safety of survivors while safety planning, and/or referring survivors to services. Survivors may suffer physical harm and other forms of violence if partners/perpetrators discover that they have been talking to others about their personal relationships. Because many violent partners/perpetrators control the actions of women with whom they are in a relationship, even the act of speaking to another person without their permission may trigger a woman’s abuse. As such, asking survivors or complainants about violence should be confidential, and should take place in complete privacy, with the exception of children under the age of two. Consent for any data collection, even as part of an incident case file, should be offered and if anonymity can be guaranteed, it should also be provided. Where mandatory reporting requirements apply, any complainant should be advised of this **before** they share information or disclose any incident of GBV.

⁸ See glossary of terms for the definition of a survivor-centered approach, best interests of the child, best interests assessment and best interests determination.

⁹ For specific guidance on children’s participation in decision-making by age group, see IRC and UNICEF, *Caring for Child Survivors of Sexual Abuse Guidelines, Case Management for Child Survivors*, p. 102, available at: <https://www.unicef.org/documents/caring-child-survivors-sexual-abuse>.

¹⁰ *Violence Against Women and Girls (VAWG) Resource Guide – Introduction*, available at: <https://www.worldbank.org/content/dam/Worldbank/document/Gender/VAWG%20Resource%20Guide%20Introduction%20July%202014.pdf>.

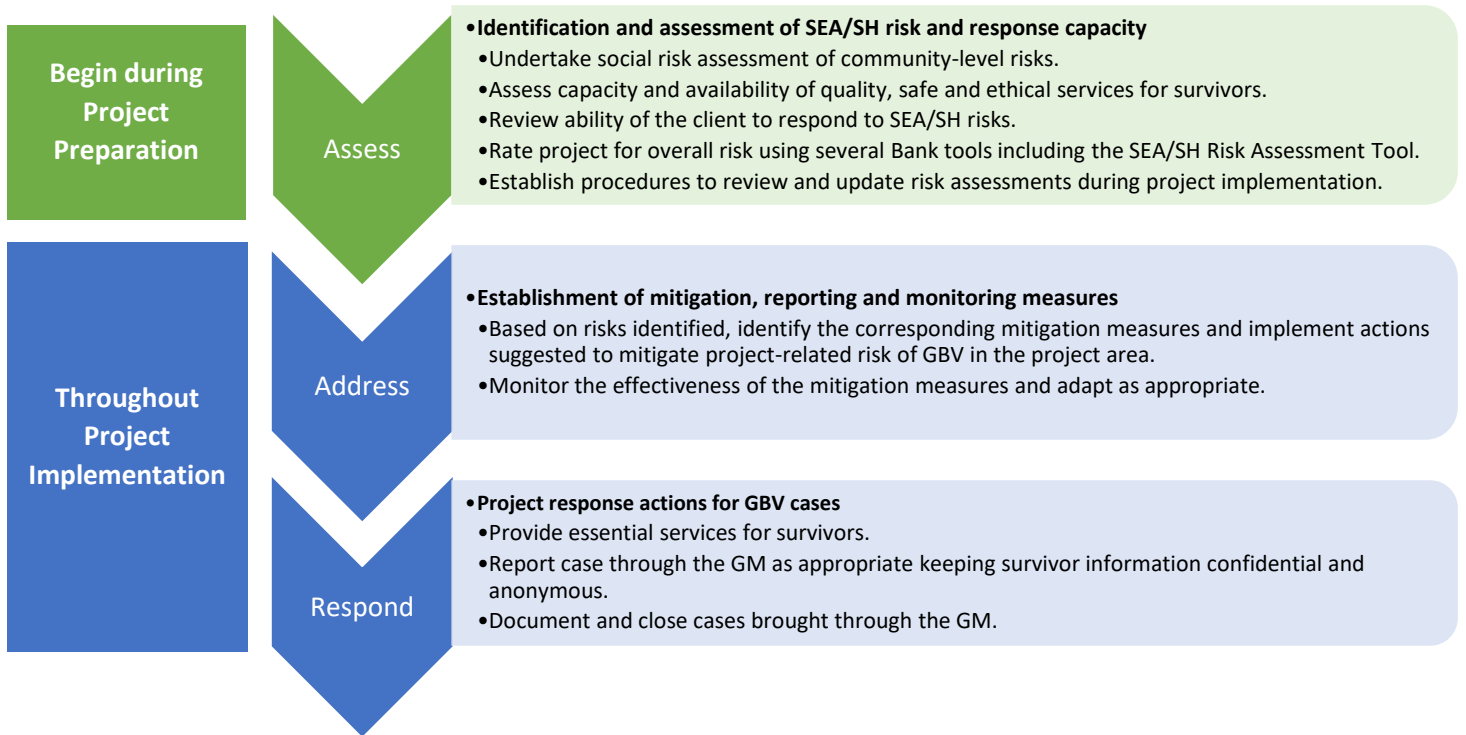
- 7) *Enable continuous monitoring and learning*: Ensure operations integrate mechanisms for regular monitoring and feedback to track effectiveness and to build internal knowledge of what works to prevent, mitigate and respond to SEA/SH.

Scope and Structure of this GPN

9. This GPN applies to IPF in any World Bank Global Practice that involves major civil works, defined here as civil works large enough to be carried out by a contractor, i.e., not small-scale projects such as community-driven development investments, which often involve self-construction by beneficiary communities. The recommendations here do not apply to Development Policy Financing and Program-for-Results operations. The GPN also does not focus on addressing GBV through specific infrastructure design-related interventions (e.g., appropriate lighting in public transit spaces, construction of schools with toilets that are lockable and physically located in opposite areas for girls and boys). Some examples of how to prevent and respond to GBV through project design and implementation can be found in the online resource: [Violence Against Women and Girls Resource Guide](#).
10. The GPN is structured around three key steps that cover project preparation and implementation (see **Figure 1**).
 - First, identify and **assess** the risks of SEA/SH, including social and capacity assessments. Ideally, this is done during project preparation, with the understanding that SEA/SH risk assessment is a continuous process and should take place throughout the project life cycle as SEA/SH can occur at any moment.
 - Second, **address** the risks by identifying and implementing appropriate SEA/SH risk mitigation and monitoring measures.
 - Third, **respond and refer** any reported GBV allegations to GBV service providers, whether related to the project or not. Projects should include effective monitoring and evaluation (M&E) mechanisms, which meet the World Bank’s requirements on SEA/SH and allow for reporting on allegations that are project-related and for monitoring case follow-up.
11. Resource materials to assist with implementing the GPN recommendations, such as Terms of References (TOR), and examples of Codes of Conduct (CoCs) and assessments, are available to Task Teams through their GBV Focal Point.¹¹

¹¹ Example documents are also available on the WBG Intranet GBV page: <https://worldbankgroup.sharepoint.com/sites/WBGender/sitepages/publishingpages/information-about-sexual-exploitation-abuse-and-harassment-in-world-bank-operations-03172021-112450.aspx>

Figure 1: Assessing, Addressing and Responding to SEA/SH in IPF Involving Major Civil Works



2. GBV Considerations in Investment Project Financing involving Major Civil Works

12. This chapter describes the broader context of Gender-Based Violence (GBV), including GBV against children, and then highlights the specificities of SEA/SH. These are the forms of GBV that are the focus of project screening and mitigation measures in this note. The Bank strongly condemns all acts of GBV, and any allegation of GBV reported to a World Bank-financed IPF will be referred to available quality service providers.

GBV – An Umbrella Term

13. GBV is an umbrella term for any harmful act that is perpetrated against a person’s will and that is based on socially-ascribed gender differences. GBV includes acts that inflict physical, mental, sexual harm or suffering; threats of such acts; and coercion and other deprivations of liberty, whether occurring in public or in private life. GBV disproportionately impacts women, girls and LGBTQI+ individuals across their lifespan and takes many forms, including sexual, physical, and psychological abuse. It occurs at home, on the streets, in schools, workplaces, farm fields, and refugee camps; during times of peace as well as in conflicts and crises.

14. The term GBV is most commonly used to refer to violence perpetrated by men against women girls and its prevalence is correlated with systemic inequality between males and females—which exists in every society in the world.¹² GBV acts as a unifying and foundational term for most forms of violence perpetrated against women and girls (VAWG).¹³ The term GBV stems from the 1993 United Nations (UN) Declaration on the Elimination of Violence against Women, which defines violence against women as “any act of gender-based violence that results in, or is likely to result in, physical, sexual or psychological harm or suffering to women.” Women and girls, men, boys, and transgender or nonbinary people may all experience GBV. Discrimination on the basis of sex, sexual orientation, or gender identity is not only a cause of many forms of GBV, but also contributes to the widespread acceptance and invisibility of such violence—so that perpetrators are not held accountable and survivors are discouraged from speaking out and accessing support. The prevention and mitigation measures proposed in this GPN apply to all SEA/SH affected individuals.

15. To understand if an act of violence is an act of GBV, one should consider whether the act reflects and/or reinforces socially-ascribed gender norms or unequal power relations between males and females.

¹² See, for example, Heise and Kotsadam, “Cross-national and multilevel correlates of partner violence: an analysis of data from population-based surveys,” 2015, *Lancet Global Health*, available at: <https://pubmed.ncbi.nlm.nih.gov/26001577/>.

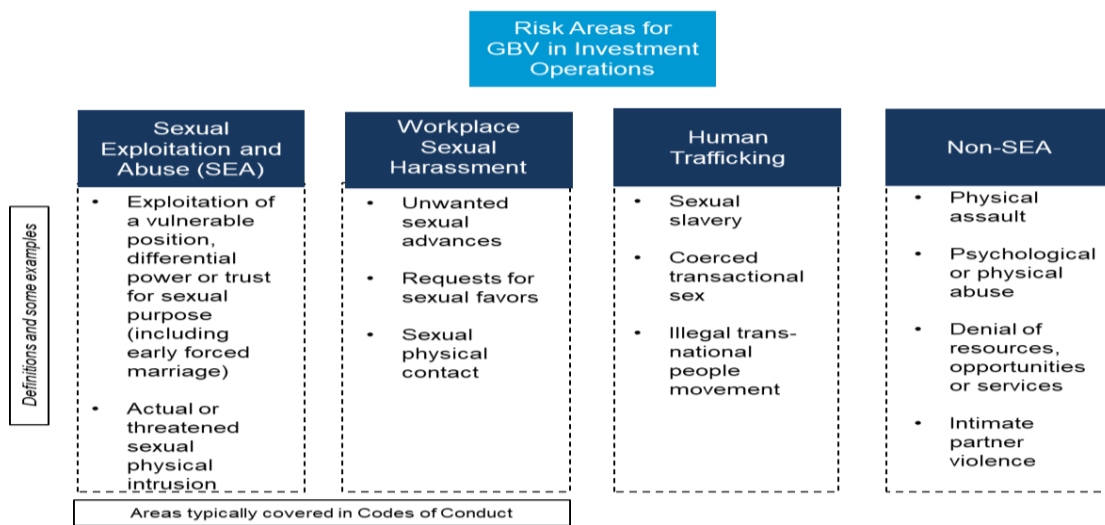
¹³ The term GBV is often used interchangeably with Violence against Women and Girls (VAWG). See Arango, D., M. Morton, F. Gennari, S. Kiplesund, and M. Ellsberg. 2014. *Interventions to Prevent and Reduce Violence Against Women and Girls: A Systematic Review of Reviews*. Women's Voice, Agency, and Participation Research Series. Washington, DC: World Bank.

16. Many—but not all—forms of GBV are criminal acts in national laws and policies. This differs from country to country, and the practical implementation of laws and policies can vary widely. Widespread impunity is a barrier in both developed and developing countries, and weak implementation of laws is characteristic in low- and middle-income settings.¹⁴
17. Most countries have specific laws prohibiting sexual violence against children, but implementation of those laws varies greatly. Most countries have more severe punishment for sexual violence against children than for sexual violence against adults and most countries have laws that consider any sexual relationship with a child under a certain age to be rape, regardless of consent.¹⁵

Sexual Exploitation and Abuse and Sexual Harassment

18. SEA and SH are manifestations of GBV. There are four broad categories of GBV that may be relevant to World Bank-financed IPF involving major civil works. However, since SEA and workplace SH are the types of GBV most relevant to IPF, the risk identification and mitigation of these forms of GBV are the primary focus of this GPN.

Figure 2: Types of GBV that May Be Relevant Risk Areas for IPF Involving Major Civil Works



¹⁴ See, for example, United Nations Office on Drugs and Crime (UNODC), 2019, Handbook for the Judiciary on Effective Criminal Justice Responses to Gender-based Violence against Women and Girls, available at: https://www.unodc.org/pdf/criminal_justice/HB_for_the_Judiciary_on_Effective_Criminal_Justice_Women_and_Girls_E_ebook.pdf; and Hughes, Christine, 2017, “Legislative Wins, Broken Promises: Gaps in implementation of laws on violence against women and girls,” Oxfam Research Reports, Oxfam Canada, available at: <https://oxfamilibrary.openrepository.com/bitstream/handle/10546/620206/rr-legislative-wins-broken-promises-vawg-080317-en.pdf>.

¹⁵ WHO, Global status report on preventing violence against children, 2020, Part 1 – Current Global State of Preventing Violence Against Children, page 34, available at: <https://www.who.int/teams/social-determinants-of-health/violence-prevention/global-status-report-on-violence-against-children-2020>.

19. In the context of Bank-financed projects, project beneficiaries or members of project-affected communities (both adults and children) may experience SEA. A Bank-financed project may introduce goods, benefits or services to a project-affected community, either momentarily or indefinitely. Project workers may broker access to the goods, benefits or services that are Bank financed. This creates a power differential between the project worker who uses access to the goods, benefits or services to extract gain or favor from those who seek them. The power differential is created when a project worker has real or perceived power over a resource that can then be used to leverage or pressure a community member into an unwanted sexual act. If the project worker uses this differential power to extract sexual gain, he is sexually exploiting a project beneficiary.
20. SEA versus SH: SEA occurs against a beneficiary or member of the community. SH occurs between personnel/staff and involves any unwelcome sexual advance or unwanted verbal or physical conduct of a sexual nature. The distinction between SEA and SH is important so that agency policies and staff training can include specific instructions on the procedures to report each.

Table 1: Operationalizing SEA/SH Definitions

Definition	Bank Operationalization	Example
<p>Sexual Exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Any sexual exploitation of a minor is also sexual abuse (see below)</p>	<p>In Bank-financed operations/projects, sexual exploitation occurs when access to or benefit from Bank-financed goods, works, non-consulting services or consulting services is used to extract sexual gain.</p>	<ul style="list-style-type: none"> - A community member is promised employment on the World Bank-financed project site in exchange for sex. - A project worker connecting water lines to homes requests a sexual favor for access to water connection. - A project worker denies a woman passage through the worksite unless she performs a sexual favor. - A project worker is housed in the community near to the worksite. He pays for school fees in exchange for sexual activity with the family's adolescent daughter.
<p>Sexual Abuse: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.</p>	<p>In Bank-financed operations/projects, sexual abuse occurs when a project worker (contractor staff, subcontractor staff, supervising engineer) uses force or unequal power vis-a-</p>	<ul style="list-style-type: none"> - A project worker abuses a community member. - A project worker has a sexual relationship with an underage child.

	<p>vis a community member or colleague to perpetrate or threaten to perpetrate an unwanted sexual act.</p>	<ul style="list-style-type: none"> - A project worker befriends an underage child, supporting her and/or her family in exchange of sexual favors. - A project worker stays in the cafeteria after dinner and sexually assaults a kitchen staff member. - A project worker touches an administrative staff member’s body repeatedly. - A project worker sexually assaults an adolescent girl on a pedestrian rural road adjacent to the worksite.
<p>Sexual Harassment: Any unwelcome sexual advance, request for sexual favor, verbal or physical conduct or gesture of a sexual nature, or any other behavior of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation to another, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment.</p>	<p>In Bank-financed operations/projects, sexual harassment occurs within the context of the company of a subcontractor or contractor and relates to employees of the company experiencing unwelcome sexual advances or requests for sexual favors or acts of a sexual nature that are offensive and humiliating among the same company’s employees.</p>	<ul style="list-style-type: none"> - A project worker sends sexually explicit text messages to a coworker. - A project worker leaves an offensive picture that is sexually explicit on a co-worker’s desk. - A project worker asks all female employees to greet him with a kiss on the cheek every day before work. - A project worker compliments his co-worker’s body. -A project worker continuously invites a co-worker out for drinks or dinner after being told that they are not interested.

SEA/SH and Consent

21. **Consent** is a key consideration in GBV particularly with regards to SEA/SH. GBV arises when consent is not voluntarily and freely given. Consent must be informed, based on a clear appreciation and understanding of the facts, implications and future consequences of an action. In order to give consent, the individual concerned must have all relevant facts at the time consent is given and be able to evaluate and understand the consequences of an action. The individual also must be aware of and

have the power to exercise the right to refuse to engage in an action and/or to not be coerced (i.e., by financial considerations, force or threats). There are instances where consent might not be possible due to cognitive impairments and/or physical, sensory, or developmental disabilities.

22. There is no consent when agreement is obtained through:
- The use of threats, force or other forms of coercion, abduction, fraud, manipulation, deception, or misrepresentation;
 - The use of a threat to withhold a project benefit to which the person is already entitled; or
 - A promise made to the person to provide a benefit from the project.

SEA and Children

23. Children are considered unable to provide consent because they do not have the ability and/or experience to anticipate the implications of an action, and they may not understand or be empowered to exercise their right to refuse. **The World Bank considers children as anyone under the age of 18—even if national law may have a lower age—and, as such, not able to give free and voluntary consent.**¹⁶ Even if a child agrees to a sexual relationship, that does not constitute consent.¹⁷ As shown in Annex 1, this definition is reflected in the CoC requirements in the World Bank’s Standard Procurement Documents (SPDs). Mistaken belief regarding the age of the child and consent from the child is not a defense in SEA of children. Any sexual activity between an adult and an individual below the age of 18 is therefore considered child sexual abuse, except in cases of pre-existing marriage.¹⁸
24. As part of conditions of their employment, project staff and personnel must not participate in sexual contact or activity with anyone below the age of 18. Mistaken belief regarding the age of a child is not a defense. The CoC should therefore include provision to prohibit sexual relationship with anyone under the age of 18.

¹⁶ Articles 1 of the UN “Convention on the Rights of the Child” defines children as those under the age of 18. The UN Secretary General’s Bulletin on Special Measures for protection from sexual exploitation and abuse, October 9, 2003 ST/SGB/2003/13 also defines children as anyone under the age of 18 and explicitly prohibits sexual activity with a child regardless of the age of majority or age of consent locally (para 3.2 b).

¹⁷ Because a child is not mature enough to understand the consequences and implications of sexual relationships, they may give assent, but this can not and should not be construed as consent.

¹⁸ The age of consent has important implications for workers employed on World Bank-financed projects. If a worker is married to someone under the age of 18 and that marriage is recognized by a public, religious or customary authority and consistent with the legal age for marriage in the country, such underage marriage shall not constitute a reason not to employ the worker. Under any circumstances other than these, Codes of Conduct shall prohibit workers from engaging in sexual intercourse with anyone under the age of 18. If a worker engages in sexual intercourse with anyone under the age of 18 while employed under the project, a range of employment sanctions shall apply, as set out in the Code of Conduct, following a full and fair review.

25. ¹⁹The United Nations International Children’s Fund (UNICEF) estimates that 10 percent of girls worldwide under the age of 18 (approximately 120 million) have experienced rape or other unwanted sexual acts.²⁰ Boys also report sexual abuse, although usually at lower levels than girls.²¹
26. There is a high co-occurrence of VAW and Violence against children (VAC) and risk factors are shared amongst them: unequal gender norms and discrimination, lack of responsive institutions, weak legal sanctions and impunity for VAC, cultural and legal acceptance of certain types of VAC, male dominance in the household, marital conflict with violence used for conflict resolution, and the harmful use of alcohol and drugs. Moreover, the link between witnessing violence in childhood and perpetrating or experiencing violence in adulthood is so strong that there is a high likelihood that preventing exposure to violence in childhood will prevent violence in adulthood and future generations.²²
27. Supporting children who have experienced violence, including sexual violence, necessitates specific measures that differ from the response to GBV among adults. In particular, the provision of assistance/support to children should be guided by the application of best interests of the child principles. This GPN sets out good practices for responding to both adults and children who have experienced SEA/SH.²³

¹⁹ According to the report *What Works to Prevent Sexual Violence Against Children: Evidence Review*, all children can be the target of sexual violence, and data suggest that girls are generally at higher risk for it. An analysis of available data for 24 countries (primarily in high- and middle-income countries) showed that sexual violence in childhood ranged from 8% to 31% for girls and 3% to 17% for boys. See, Ligiero, D., Hart, C., Fulu, E., Thomas, A., & Radford, L. (2019) *What Works to Prevent Sexual Violence Against Children: Evidence Review*, p. 13, available at: <https://www.togetherforgirls.org/wp-content/uploads/2019-11-15-What-Works-to-Prevent-Sexual-Violence-Against-Children-Evidence-Review.pdf>

²⁰ UNICEF, *Hidden in Plain Sight: A Statistical Analysis of Violence Against Children*, p. 167, available at: <https://data.unicef.org/resources/hidden-in-plain-sight-a-statistical-analysis-of-violence-against-children/>.

²¹ Ligiero et. al., 2019, *What Works to Prevent Sexual Violence Against Children: Evidence Review*, p. 13, available at <https://www.togetherforgirls.org/wp-content/uploads/2019-11-15-What-Works-to-Prevent-Sexual-Violence-Against-Children-Evidence-Review.pdf>.

²² Alessandra Guedes, Sarah Bolt, Claudia Garcia-Moreno and Manuela Colombini, 2016, “Bridging the gaps: a global review of intersections of violence against women and violence against children,” *Global Health Action*, 2016: 9: 31516, available at: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4916258/>.

²³ External resources covering responses to VAC include: (i) World Health Organization, 2017, Responding to children and adolescents who have been sexually abused: WHO Clinical Guidelines, available at: <https://apps.who.int/iris/bitstream/handle/10665/259270/9789241550147-eng.pdf>; (ii) IRC and UNICEF, 2012, *Caring for Child Survivors of Sexual Abuse*, available at: <https://www.unicef.org/documents/caring-child-survivors-sexual-abuse> ; and (iii) World Health Organization, 2016, *INSPIRE: Seven Strategies for Ending Violence Against Children*, available at: <https://www.who.int/publications/i/item/inspire-seven-strategies-for-ending-violence-against-children>.

Potential Perpetrators of SEA/SH

28. For the purposes of this GPN, potential perpetrators of SEA/SH can be any personnel associated with the project and may include not only construction workers, but also consultants and project staff supervising the civil works or undertaking technical assistance activities or studies, or the security guards hired to protect a project site.
29. While labor influx clearly increases risk, the changes in local power dynamics that can arise with a new project mean that local workers or partners of local women and girls employed by the project may be at increased risk of becoming perpetrators of GBV. It is therefore important to consider broadly the range of potential perpetrators, combined with other contextual and project-related risks, to ensure projects integrate appropriate SEA/SH risk mitigation strategies. Risks of SEA/SH may arise in relation to an influx of laborers to complete civil works. However, risks may also arise in situations with no labor influx. In activities to raise awareness of SEA/SH and GBV service provision, violence that occurs at the hands of a variety of perpetrators should be addressed.
30. The World Bank’s guidance for assessing risks to communities from temporary project-induced labor influx is presented in the [2016 Labor Influx Guidance Note](#). The framework aims to help Task Teams screen projects to identify the risk profile for labor influx which then governs mitigation measures. The two key considerations of the labor influx impact risk profile are: (i) the scale of the labor influx; and (ii) the “absorptive capacity” of the local community to accommodate this influx. For example, an influx of 100 workers in a major urban area would generally have a low impact, while the same number in a remote rural area, or one where Indigenous Peoples live, would normally have a high impact. Other factors (e.g., cultural, duration of works) may further refine the risk assessment. Labor influx risk is a key element to be considered when assessing SEA/SH risk. Further information is given in the 2016 Labor Influx Guidance Note.

3. Assessing Risks and Capacity to Respond to SEA/SH

Introduction

31. When identifying risks, it is important to understand that there is no single driver of GBV, including SEA/SH. Research has identified multiple risk factors for GBV at the individual, relationship, community, institutional and policy levels. These include male-dominated household decision-making and income, policies and laws that discriminate against women, and cultural norms that justify or condone the use of violence against women and girls as a form of conflict resolution or discipline. GBV is experienced predominantly by women across all social and income groups.
32. The 2017 GBV Task Force Report used the ecological framework model to identify how SEA/SH risks may arise in IPF involving major civil works.²⁴ **Figure 3** below outlines some of the key risk factors that can contribute to SEA/SH in World Bank-financed projects, and these risk factors will be elaborated with ongoing implementation experience. Identifying and understanding project-related risk factors as they interact with other contextual risk factors is critical for development of appropriate prevention and mitigation measures in project design. **Risks change over time, so it is essential they are continuously monitored throughout the life of a project.**

Figure 3: Example Risk Factors that Can Contribute to SEA/SH in World Bank-Financed Projects

SOCIETAL	COMMUNITY	PERPETRATOR	FAMILY	INDIVIDUAL
WORLD BANK PROJECT-RELATED				
<p><i>National, regional</i></p> <ul style="list-style-type: none"> Higher levels of GBV than regional average Low education levels of national labor force Limited GBV services; low capacity for GBV service provision for survivors; in particular, limited or no judicial or police services to facilitate redress for survivors Lack of specific legislation addressing incidence of GBV; weak implementation of existing legislation 	<p><i>Project size</i></p> <ul style="list-style-type: none"> Geographic span of projects and communities that the project affects (e.g., larger projects intersect with more communities and are harder to monitor) Duration – longer term projects increase risk <p><i>Project-affected population</i></p> <ul style="list-style-type: none"> Small host community, unable to absorb large influx of workers 	<p><i>Project workers</i></p> <ul style="list-style-type: none"> Not local Lack of sanctions for inappropriate behavior from employer Increase in income of workers amplifies power imbalance between workers and communities, and male workers and women and girls Increase in income enables transactional sex 	<p><i>Working with only men or women in a household</i></p> <ul style="list-style-type: none"> Non-egalitarian decision-making Alcohol use Economic stress Not conforming to gender role expectations Opposition to departure from social norms about gender roles 	<p><i>Lack of information on how to report project-induced grievances</i></p> <ul style="list-style-type: none"> Being a woman or a girl Being a sexual or gender minority Being part of an ethnic or racial minority group Age Disability

²⁴ The ecological framework for understanding GBV is fully presented in the 2017 GBV Task Force Report, and in the [Violence Against Women and Girls Resource Guide introduction](#).

<ul style="list-style-type: none"> • Legal barriers and/or weak implementation of laws providing women access to and control over productive resources, such as land • Higher rates of child marriage • Gender norms that perpetuate inequality between women/girls and men/boys • Fragile, conflict, or post-conflict setting • Conditions of forced displacement • Poverty 	<ul style="list-style-type: none"> • Lack of information on how to report project grievances • Rural host community lacking access to services and institutions, low capacity for absorption • Unequal participation of community members in community consultations • Social isolation of women, girls, and family • Tolerance of harsh physical punishment of children • Male right to discipline and control female behavior • Acceptability of sexual relationships with adolescent girls and children 	<p>and exploitative relationships</p> <ul style="list-style-type: none"> • Work carried out in remote areas or under limited supervision 		<ul style="list-style-type: none"> • Language and level of educational attainment • Low social support, lack of networks • Lack of sufficient personal income
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33. Children are on the whole more vulnerable to harm and violence than adults. This is because they hold less power, may be less visible, are more dependent on others for survival, or are marginalized. Boys and girls may experience different levels of risk and different risk factors in different settings, but in general girls experience higher risk of SEA than boys.²⁵ A risk assessment must therefore take into account risk factors relevant to children in the specific setting.

34. All World Bank-financed IPF involving major civil works currently under preparation should assess the risks that they may have related to SEA/SH and identify and implement prevention and mitigation measures to address those risks. There are two considerations:

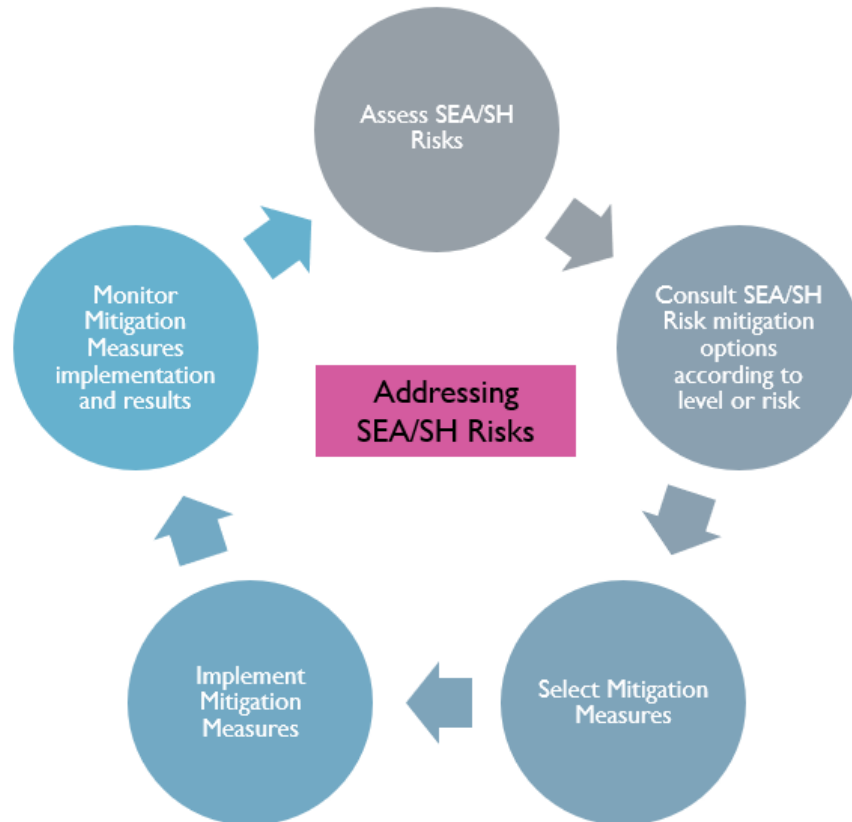
- **Project-related SEA/SH Risk Assessment:** assessment of the risk of exacerbation/introduction of SEA or SH at the community level; and
- **Capacity Assessment:** assessment of the local capacity of formal systems to prevent and respond to GBV, including SEA/SH, and the availability of safe and ethical service provision for survivors, especially children.

35. Assessing the project-related risk of exacerbating SEA/SH involves two essential issues. First, the country and/or regional context in which the project takes place, and second, the potential risks that

²⁵ Ligiero, et. al. 2019, What Works to Prevent Sexual Violence Against Children: Evidence Review, p. 13, available at <https://www.togetherforgirls.org/wp-content/uploads/2019-11-15-What-Works-to-Prevent-Sexual-Violence-Against-Children-Evidence-Review.pdf>.

the project may bring. These SEA/SH risks need to be assessed throughout the project’s life by monitoring the situation, assessing the effectiveness of risk mitigation measures, and adapting them accordingly (see **Figure 4**). When continuous monitoring efforts detect changes to the identified SEA/SH risks and/or actual incidences of SEA/SH, projects will need to adapt the SEA/SH risk level and mitigation strategy. Additional guidance helpful for continuously monitoring SEA/SH risk can be found under the “[Integrate](#)” tab of the “Violence Against Women and Girls Resource Guide” and in each accompanying sectoral brief.

Figure 4: SEA/SH Risk Management Throughout Project Life Cycle



Risk Assessment

36. The assessment of SEA/SH risk has to be undertaken by the client, assisted by the World Bank Task Team through its due diligence. For the client, the assessment of SEA/SH risks of a project is normally undertaken as part of project preparation, particularly during community consultations. For the Task Team, risk screening should be done through the World Bank’s SEA/SH Risk Assessment Tool. Both processes are detailed below.
37. When considering SEA/SH risks, there are different “areas of impact” that influence both the nature of the risk and the appropriate prevention and mitigation measures that a project can implement:

- The **project site** is the location where the project’s activities are being undertaken. This includes both the actual locations where civil works are conducted, and also the associated areas such as the locations of workers’ camps, quarries, etc.
- The area of impact beyond the project site includes **communities adjoining the project**. This extends beyond the specific location where civil works are being carried out. These communities are at risk of SEA/SH, particularly when workers are highly mobile.
- There are also **regional and national** areas of impact that will not be affected by the specific interventions of a project but may benefit through institutional strengthening and other efforts to address SEA/SH risks. An assessment at the regional and/or national level can give clients and Task Teams an understanding of those experiencing GBV in the region or country, as well as the type and scale of violence, and its acceptability, in the communities where World Bank-financed projects are implemented. For example, the less equality between men and women and the more violence against women and girls, the more likely it is that the project will inadvertently reinforce these situations if it does not proactively acknowledge and seek to mitigate this risk.

38. In most cases, the necessary information on the prevalence of GBV at the national level is already available. Clients and Task Teams should rely on existing studies and research to guide their decision-making. Creating **baseline GBV surveys for the purpose of risk assessment should be avoided**. As discussed in Annex 2, extreme care needs to be taken when considering the collection of information on SEA/SH to assess risks.

39. Fragile or conflict-affected environments need to be carefully considered when assessing SEA/SH risks for a project. In such environments, communities may have undergone traumatic experiences and the social fabric may be broken down. Children in the community may experience multiple forms of vulnerability, such as being orphaned or unaccompanied, being the head of a household, experiencing forced displacement or disability. Further, as a result of insecurity and conflict, the required support services and care are often limited. There may be a lack of security for communities and rampant impunity for crimes committed. Supervision of projects in such areas is difficult and, in some instances, requires reinforced security arrangements. Contractors may need to recruit police, peacekeepers or military personnel for security; however, these forces may not be subject to the national legal system but have their own internal judicial mechanisms that may either not have adequate enforcement, or not specifically prohibit GBV, especially SEA/SH. The combination of these factors can significantly increase the risk for SEA/SH and should be carefully considered in project preparation and implementation.

World Bank SEA/SH Risk Screening Tool

40. A tool for Task Teams to screen the project SEA/SH risk has been developed by the World Bank and can be found [online](#).²⁶ This SEA/SH Risk Screening Tool helps Task Teams understand the issues and

²⁶ The World Bank Sexual Exploitation & Abuse/Sexual Harassment Risk Screening Tool, available to Bank staff at: <https://radweb.worldbank.org/gendersea/home>

risks of SEA/SH in the project areas. It takes into consideration both project-specific details, such as labor influx levels, as well as the country context²⁷ where the project takes place—such as situations of conflict. Through 25 questions, 12 to be answered by the Task Team and 13 that are prepopulated, the tool gives each project a risk “score” based on the responses to the questions. The questions are meant only as a starting point and are not intended to be exhaustive. As multiple forms of GBV have the same risk factors and drivers, the tool can be used to understand the overall context and how the project may interact with this context in relation to multiple forms of GBV, not just SEA/SH.

41. The risk score is calculated on a scale of 0 to 25. Projects that score 0-12.25 are considered “**Low**” risk; 12.5-16 “**Moderate**” risk; 16.25-18 “**Substantial**” risk, and 18.25-25 “**High**” risk.
42. The SEA/SH Risk Screening Tool is designed to be applied at the outset of a new project. It is recommended that the SEA/SH risk rating be included in the Project Concept Note (PCN) for consideration at the PCN review meeting. On the basis of additional information gathered during project preparation, the risk should be updated as appropriate for the Quality Enhancement Review (QER) meeting or at the Decision Review meeting.
43. As with any tool, there may be situations where it is prudent to adopt a higher risk category than the tool suggests, if local conditions warrant. It should be emphasized that estimating SEA/SH risk is not an exact science. The tool is meant to help launch the Task Team on a path to understanding how the proposed project may have SEA/SH-related impacts. The tool is periodically monitored for its usefulness and accuracy for rating SEA/SH risk. For more information on the tool, refer to Annex 3.

Client-led SEA/SH Risk Assessment

Stakeholder Engagement

44. As described in ESS10, stakeholder engagement is an inclusive process conducted throughout the project life cycle and is important for managing the project’s risks. Stakeholders²⁸ in the communities adjoining the project need to understand project risks and benefits. Projects are required to develop a Stakeholder Engagement Plan (SEP) to be implemented over the life cycle of the project to keep these communities and other stakeholders informed about the project, and to enable ongoing engagement with and feedback from these communities. For Substantial and High risk projects, the SEP is recommended to include SEA/SH-specific considerations for how to appropriately conduct consultations (see below).
45. Children are also stakeholders and their viewpoints on the risks and impacts of a project should be included. However, consulting directly with children on SEA/SH issues as part of stakeholder consultations or other assessments is strongly discouraged. It is recommended to consult instead with adults representing organizations that work for and with children and that represent the interests and

²⁷ Country context considerations are already populated automatically and require no additional input.

²⁸ The stakeholders of a project will vary depending on the details of the project. They may include local communities, national and local authorities, neighboring projects, and NGOs.

rights of children. In the very rare cases where such consultations may be justified or particularly important (i.e. when children are primary project beneficiaries or clearly affected by the project), projects are recommended to resource support for highly qualified people with significant training and experience consulting with children to allow for their safe participation. Such engagement may include outreach to youth-led organizations, clubs, or adolescent groups where these are active.

46. Technology can facilitate continual communication and exchange with communities, particularly to track perceptions of SEA/SH risk as linked to a project. It can also be an asset in assisting the community with access to services and updated information related to GBV. Refer to the note on Grievance Mechanisms (GMs) for SEA/SH, including child friendly procedures for SEA against children, in World Bank-financed projects²⁹ for further information on technology and how it is currently being used in some World Bank operations to monitor SEA/SH risks.
47. Stakeholder guidance should be sought to identify existing and potential local SEA/SH risks, and stakeholders should be consulted on potential interventions and risk mitigation measures. Consultations with women leaders and those working with adolescent girls and boys and other at-risk groups should be prioritized to enable understanding of SEA/SH risks and trends in the community.
48. Task Teams should carefully monitor that effective and inclusive community consultations are undertaken. The consultations are generally organized by the implementing agency (IA)³⁰ with the support of the supervising engineer's E&S specialists. If the project's needs are substantial, then an independent consultant to support the IA with consultations may be a more effective approach. **These consultations are needed throughout the life cycle of the project, not only during preparation.**
49. To understand recommendations pertaining to safe and ethical GBV consultations, see the [Ethics](#) section of the [Violence Against Women and Girls Resource Guide](#). Stakeholder consultations **should never directly ask about individual experiences of GBV**. Rather, they should focus on gaining an understanding of the experiences of women and girls in affected communities, including wellbeing, health and safety concerns. If any consultations are to take place with children, they must be carried out by a person trained in child consultations, with an understanding of local culture and customs. Before commencing with consultation, teams should be prepared with information related to those providing services to survivors in a community so anyone who discloses violence can be immediately referred. Taking into account these safety and ethical principles can prevent inadvertently causing harm when consulting with community members. Key considerations for the consultation process (see ESS10 for further details) are:
 - Identify the communities adjoining the project and plan stakeholder consultations on this basis.

²⁹ See [Grievance Mechanisms for Sexual Exploitation and Abuse & Sexual Harassment in World Bank-financed Projects](#).

³⁰ Clients should consider hiring a GBV specialist to undertake consultations and key informant interviews related to GBV. This will ensure appropriate methodology and adherence to global safety and ethical standards.

- Undertake consultations in accordance with ESS10. Community consultations should be conducted so that those affected by the project are properly informed and can provide their feedback on project design and E&S issues.
- Ensure consultation activities provide opportunities to share information with stakeholders on project-related risks and the proposed reporting and response measures, with a particular focus on women, children and other at-risk groups—each of which may require different approaches to enable a safe space for discussion. Recognizing the gender power and social dynamics within a community and how they may inhibit participation, it is key to ensure that spaces are made available for women, men and children affected by the project to participate in consultations. It is important that the stakeholders be aware, at a minimum, of:
 - The purpose, nature and scale of the project;
 - The duration of the proposed project activities;
 - Potential risks to and impacts on local communities, and related to SEA/SH:
 - The labor influx implications;
 - The environmental, social, health and safety (ESHS) and SEA/SH risks that may be associated with the project;
 - The employer’s (i.e., Government) ESHS policy as required in the World Bank’s SPDs;
 - The CoC standards to be used in the project (e.g., from the SPDs), with clear communication on what constitutes a violation and how a violation can be reported; and
 - Who the local GBV service providers are, how to contact them, and the support services offered;
 - The proposed stakeholder engagement process and how stakeholders can provide feedback on the project; and
 - The channels available to lodge complaints through the Grievance Mechanism (GM) and how they will be addressed.

50. It is also recommended that the IA and environmental and social (E&S) consultant consult with local organizations, women’s groups, nongovernmental organizations (NGOs) and relevant multilateral or UN agencies to:

- Understand the types of GBV that are present in the community and that may be exacerbated by the project; including identification of groups or individuals most vulnerable to harm; where women and girls feel most unsafe; how the community currently deals with GBV allegations; and why SEA/SH may be introduced or exacerbated by the project;
- Map services and safe spaces available to survivors of GBV, including child friendly services and spaces where GBV and SEA/SH is currently reported³¹ – this includes specific places where children can safely report;

³¹ See [Grievance Mechanisms for Sexual Exploitation and Abuse & Sexual Harassment in World Bank-financed Projects](#).

- Identify measures to mitigate project risks.
- During SEA/SH risk assessment activities, the IA and E&S consultant should make no attempt to contact survivors of any form of GBV or question them about any GBV incident.³² However, those carrying out consultations should be familiar with protocols for what to do in case a participant discloses a GBV incident, including any mandatory reporting obligations.

Environmental and Social Documents

51. The **Environmental and Social Assessment (ESA)** identifies potential environmental and social impacts early on in project preparation and is usually the primary vehicle for assessing SEA/SH risks on an IPF involving major civil works. The Borrower carries out an ESA of the project to assess its environmental and social risks throughout the project life cycle. In areas of Substantial and High risk of SEA, as determined by the SEA/SH Risk Assessment Tool, the ESA should pay particular attention to identifying SEA/SH risks. The consultants undertaking the ESA for such projects should ideally include a GBV specialist with expertise on children, so that SEA/SH challenges, including those that particularly affect children, can be properly assessed, and prevention and mitigation measures, proposed.³³
52. For ESAs to capture the socioeconomic, cultural and risk context for SEA/SH, they should consider:
- Existing gender country diagnostics/country action plans;
 - Information on GBV and violence against children, including mandatory reporting requirements;
 - Data on partner/non-partner physical violence against women³⁴, and violence against children;
 - Data and/or information for harmful practices vis-à-vis women and girls (early marriage, female genital mutilation);
 - Identifying existing services available from GBV service providers including child-friendly services and identifying services that are mandated under national law to determine the best

³² See: (i) [Violence Against Women and Girls Resource Guide](#) Ethics page, <https://www.worldbank.org/en/programs/violence-against-women-and-girls/ethics>; (ii) Ellsberg, M., and L. Heise. 2005. *Researching Violence Against Women: A Practical Guide for Researchers and Activists*. Washington DC, United States: World Health Organization, PATH, available at: http://whqlibdoc.who.int/publications/2005/9241546476_eng.pdf?ua=1; (iii) World Health Organization, 2001, *Putting women first: Ethical and safety recommendations for research on domestic violence against women*, available at: <https://apps.who.int/iris/handle/10665/65893>; and (iv) World Health Organization, 2007, *WHO Ethical and safety recommendations for researching, documenting and monitoring sexual violence in emergencies*, available at: <https://www.who.int/publications/i/item/9789241595681>.

³³ A [list of vetted GBV specialists](#) can be found under the “Resources” tab in the SEA/SH Risk Screening Tool page.

³⁴ These data are available in many Demographic and Health Surveys and are summarized as part of the Gender Sustainable Development Goals. The data exist for over 90 countries. See UN Women’s [Global Database on Violence against Women](#).

interests of children by conducting Best Interest Assessment (BIA), and/or Best Interest Determination (BID)³⁵;

- Where health centers are located and what types of services are offered (e.g., whether they treat sexually transmitted diseases, provide reproductive health services, have supplies of rape kits including post-exposure prophylactics and emergency contraception, etc.);
- Whether women and girls have easy access to these services, and if they have mobility and/or economic constraints that may impede access; and
- Information obtained from consultations carried out in the preparation of the project.

53. Environmental and Social Assessments should explore the country’s **mandatory reporting requirements related to SEA/SH incidents**. Some countries or states have legislation that requires individuals or designated individuals (such as health care providers) to report cases of sexual violence to the police or legal system. In many countries mandatory reporting relates primarily to abuse of children and maltreatment of minors but in others it has been extended to reporting intimate partner violence or to all forms of sexual violence. Research on sexual violence has raised concerns about the impacts of mandatory reporting on survivors’ rights, autonomy, and self-determination.³⁶ However, the Borrower, implementing agencies, and GBV service providers should be aware of and abide by any legal obligations to refer SEA/SH incidents for criminal prosecution. These requirements may differ depending on the country, legal context, and institution. When relevant, building on the results of the E&S Assessment, GM procedures should outline how mandatory policies will be enacted, and how information will be provided to survivors prior to disclosure of any GBV case.

54. A robust methodology for social risk assessment and analysis can help identify critical markers to address project-related risk. Tools such as key informant interviews, observations, free listing, pair-wise ranking, timelines and seasonal calendars, causal flow analysis and open-ended stories have all been used in the field of GBV research. For more information on how to apply these tools safely and

³⁵ Best Interest Assessment refers to an assessment of a child’s best interests conducted by organizations with required expertise and requires the participation of the child. It can take various forms and may not necessarily be called a “best interest assessment”. An assessment of children’s best interest is also often required within national systems, and the factors to be taken into account may be set out in legislation. Best Interest Determination describes the formal UNHCR process, which has strict procedural safeguards designed to determine the child’s best interests when taking particularly important decisions affecting the child. It should facilitate adequate child participation without discrimination, involve decision-makers with relevant areas of expertise and balance all relevant factors in order to assess and determine the best option. 2021 UNHCR, Best Interest Procedures Guidelines: Assessing and Determining the best interest of the child, Definitions and Explanations of key terms, Page 9. And 10.

³⁶ For further information and a summary of relevant research, see World Health Organization, 2013: Responding to intimate partner violence and sexual violence against women: WHO clinical and policy guidelines, p. vii, available at: https://apps.who.int/iris/bitstream/handle/10665/85240/9789241548595_eng.pdf.

ethically see Chapter 9 of the manual: *Researching Violence Against Women: A Practical Guide for Researchers and Activists*.³⁷

55. It is vital that the ESA adequately identify SEA/SH risks. The project **Environmental and Social Management Plan (ESMP)** will then define the specific ways that SEA/SH risks are to be addressed in the project by identifying prevention and mitigation measures, including the development of a SEA/SH Action Plan. The ESMP is usually included as part of the tender package and thereby forms part of the construction contract, with the contractor using the project ESMP to create the contractor's ESMP (C-ESMP).³⁸ Annex 4 provides recommendations on the C-ESMP and describes the project ESMP and the C-ESMP in relation to SEA/SH.
56. The project ESMP lays the first building block for addressing SEA/SH risks and should provide the appropriate umbrella framework for any proposed SEA/SH prevention and mitigation measures, particularly those proposed in this GPN.
57. Project-level measures to address SEA/SH risks should consider other ongoing efforts to prevent and respond to GBV more broadly, including ongoing efforts to prevent sexual and physical violence against children, and how the project will complement/use them. Project SEA/SH prevention interventions should be linked wherever possible with existing activities in the health sector, and other GBV service providers, such as justice/security, psychosocial support and economic empowerment programming.

SEA/SH Action Plan and Accountability and Response Framework

58. For the project's SEA/SH risks to be properly addressed, it is recommended to have an effective "SEA/SH Action Plan," which outlines:
- How the project will put in place the necessary protocols and mechanisms to address the SEA/SH risks; and
 - How to address any SEA/SH allegations that may arise.
59. A SEA/SH Action Plan is recommended for Moderate, Substantial and High risk projects but the activities outlined in the Action Plan will vary in accordance with the level of risk: the higher the risk, the more the Action Plan will need to address. It must be emphasized that the Action Plan elements need to be customized for each project, taking into account local labor legislation, mandatory reporting requirements regarding GBV, as well as sexual violence against children, child maltreatment, and industrial agreements (see Annex 1).

³⁷ An adequate methodology to employ in risk assessments is: Ellsberg M, and L. Heise. 2005. *Researching Violence Against Women: A Practical Guide for Researchers and Activists*. Washington DC, United States: World Health Organization, PATH, available at: http://whqlibdoc.who.int/publications/2005/9241546476_eng.pdf?ua=1.

³⁸ The relevant provisions of the ESMP should be included in the contract specifications so that the contractor is clear about what is required, it can be costed and included in the contract, as this ensures that the requirements are put forward in a manner that contractors can understand and implement.

60. The IA is responsible for producing the SEA/SH Action Plan. As outlined above, the project ESMP lays the first building blocks for addressing SEA/SH risks and should provide the basis of the Action Plan. The Action Plan is finalized with input from the contractor. For instance, the proposed approach on how to implement and monitor the Action Plan, including agreed sanctions pursuant to an Accountability and Response Framework (see below), should be provided by the contractor and consultants as part of the C-ESMP.
61. The Action Plan needs to include specific **arrangements** for the project by which SEA/SH risks will be addressed. This includes considerations such as:
- Awareness raising strategy, which describes (i) how workers and local communities will be sensitized to SEA/SH risks, including elements to reach children and their guardians, and (ii) the worker’s responsibilities under the CoC;
 - How the project will provide information to employees and the community on how to report cases of SEA/SH, in violation of the CoC, to the GM;
 - The GM process for notifying the contractor of allegations;
 - GBV service providers to which GBV survivors, including SEA/SH survivors, will be referred, and the services which will be available. This should include specific services appropriate for and catering to child survivors of GBV; and
 - Plans to coordinate with others working on GBV and SEA/SH in country, including agencies or organizations that work on child safeguarding and protection.
62. The SEA/SH Action Plan should include or provide for preparation of an **Accountability and Response Framework** which details how allegations of SEA/SH will be handled (investigation procedures) and disciplinary action for violation of the CoC by workers. The Accountability and Response Framework should include at minimum:
- How allegations will be handled, in what timeframe, and the range of possible disciplinary actions for violation of the CoC by workers, taking account of due process;
 - Procedures to report SEA/SH allegations internally for case accountability;
 - Protocols on responding to survivors, applying the survivor-centered approach, including a referral pathway to refer survivors to appropriate support services;
 - Procedures that clearly lay out confidentiality requirements for dealing with cases;
 - Specific provisions to address allegations involving children who are survivors of SEA/SH, including the consideration of the best interests of the child, specialist support services, and the role of parents/guardians in the response process;
 - Protocols to comply with mandatory reporting requirements, if applicable under national law, including to inform survivors (ideally prior to disclosure) of this obligation and any limits on confidentiality (see para 93 below);

- Procedures for review of complaints or incident reports, including information on the investigation and verification process and related information-sharing and reporting requirements; and
- Protocols for protection of whistleblowers and prohibition on retaliation against survivors, consistent with the World Bank’s Commitments on Reprisals.³⁹

63. While the SEA/SH Prevention and Response Action Plan is recommended for Moderate, Substantial and High risk projects, the Accountability and Response Framework is recommended for all projects. The World Bank’s SPDs for large civil works procured under ICB require that all contractors Personnel are provided with (and acknowledge receipt of) a CoC, so it is important that each project has an Accountability and Response Framework, detailing how allegations of violation of the CoC will be handled. In circumstances where an Action Plan is not required for a project, the Framework may be developed as a separate document in conjunction with the CoC.

64. **It is essential** that any disciplinary action for violation of the CoC by workers be determined and carried out in a manner that is consistent with local labor legislation and applicable industrial agreements, otherwise there is a risk that the CoC will not be implemented effectively. It is important to note that disciplinary sanctions in each case are intended to be part of a process that is entirely internal to the employer, is placed under the full control and responsibility of its managers and is conducted in accordance with the applicable national labor legislation and the individual worker’s employment contract. The proposed sanctions must be in line with local law as the latter may prohibit certain types of disciplinary measures, including termination of the employee.

65. The supervising Engineer should monitor and report on the effectiveness of the implementation of the SEA/SH Action Plan to mitigate SEA/SH risks associated with the project. Reporting should be done on a monthly basis (see more on Reporting in **Table 3: Proposed Reporting of SEA/SH During Implementation**).

Assessing Capacity to Respond to SEA/SH

66. An adequate response to SEA/SH depends on the ability of the project to provide access to safe and ethical services for survivors. GBV service provider(s) and/or community-based organizations are critical not only for supporting the project in addressing any case of SEA/SH that may arise, but also in assisting the project to proactively prevent incidences of SEA/SH.

67. Chapter 5 and Annex 5 provide recommendations on how to identify and work with GBV service providers. Where appropriate, in Substantial and High risk projects, teams should verify that the GBV service provider selected can offer services in accordance with [international standards that articulate a minimum basic package of services](#), ideally including case management support, health services,

³⁹ See World Bank, March 2020 “World Bank Commitments Against Reprisals,” <https://www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/world-bank-commitments-against-reprisals>.

psychosocial support, police support and security, access to legal services, and shelter, if needed.⁴⁰ When identifying GBV service providers, the quality of service provision should be a key consideration.⁴¹ This includes assessment of the availability of child-friendly services and protocols that take into consideration child survivors' needs. To maximize access to all appropriate services a survivor might need, a service provider should be able to actively refer survivors to other service providers, to enable the survivor to get the range of services that will provide a path to healing. In the majority of cases, service providers offer one or two services, but not the whole range of applicable services. Documentation on how referrals should be made is often denoted as a referral pathway.

⁴⁰ For more information on services needed by GBV survivors, see: <http://www.vawgresourceguide.org/overview>

⁴¹ Quality standards for medical care can be found in WHO, 2014, Health Care for Women Subjected to Intimate Partner Violence or Sexual Violence: a clinical handbook, available at: <https://apps.who.int/iris/handle/10665/136101>. Other service standards can be found in UN Women, Essential Services Package for Women and Girls Subject to Violence, 2015, available at: <https://www.unwomen.org/en/digital-library/publications/2015/12/essential-services-package-for-women-and-girls-subject-to-violence>; and UNFPA, 2015, Minimum Standards for Prevention and Response to Gender-Based Violence in Emergencies, available at: <https://www.unfpa.org/sites/default/files/pub-pdf/GBVIE.Minimum.Standards.Publication.FINAL.ENG.pdf>.

4. Addressing SEA/SH Risks

SEA/SH Risk Mitigation and Response Measures

68. Once Task Teams have assessed and established the level of SEA/SH risk as described in Chapter 3, they will need to work with the Borrower to consider a series of prevention and mitigation measures to address and monitor these risks throughout the life cycle of the project. These prevention and mitigation measures are put in place by the Borrower.
69. Table 2 provides a summary of actions proposed to mitigate SEA/SH risks, based on the risk and the phase of preparation or implementation of the project. **The level of effort associated with the mitigation measures in Table 2 will usually vary by risk.** For example, the design of the GM may vary according to the SEA/SH risk.
70. For projects that do not use loan/credit/grant proceeds to hire GBV service providers at the start of project implementation, it is recommended that Borrowers include an escalation clause in the Environmental & Social Commitment Plan (ESCP) should SEA/SH risks become apparent over the course of project implementation. Borrowers might commit, for example, to hire (additional) GBV service providers using loan/credit/grant proceeds should the incidence of SEA/SH create a need for additional support.
71. Sample TORs, CoCs, SEA/SH Prevention and Response Action Plans and other materials to support implementing the recommendations are available through GBV Focal Points, and on the WBG GBV intranet page:

<https://worldbankgroup.sharepoint.com/sites/WBGender/sitepages/publishingpages/information-about-sexual-exploitation-abuse-and-harassment-in-world-bank-operations-03172021-112450.aspx>

Table 2: Recommended Actions to Address Project-Induced SEA/SH Risks

☑ = Actions are recommended given the risk level; ○ = Actions that should be considered to be done, and adopted if appropriate, given the nature of the project and the associated risks; ⊗ = Actions are unlikely needed given risk level

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
Identification/Appraisal	Sensitize the IA as to the importance of addressing SEA/SH in the project, and the mechanisms that will be implemented.	<ul style="list-style-type: none"> ○ Preparation. ○ Implementation. 	<ul style="list-style-type: none"> ○ Task Team. 	<ul style="list-style-type: none"> ○ Task team to monitor and provide additional guidance as necessary. 	☑	☑	☑	☑
	Include in the project’s social assessment an assessment of the underlying and project induced SEA/SH risks, including risks to children and social situation, using the SEA/SH Risk Assessment Tool to provide guidance and keeping to safety and ethical considerations related to GBV data collection. No prevalence data or baseline data should be collected as part of risk assessments.	<ul style="list-style-type: none"> ○ Preparation. ○ Implementation (before civil works commence). ○ PCN and QER/Decision Review (SEA/SH Risk Assessment Tool). 	<ul style="list-style-type: none"> ○ IA for social assessment and ESMP. ○ Contractor for C-ESMP. ○ Task Team for SEA/SH Risk Assessment Tool. 	<ul style="list-style-type: none"> ○ Ongoing review during implementation support missions. ○ Update project ESMP and C-ESMP if risk situation changes. 	☑	☑	☑	☑

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	<p>Map out GBV prevention and response actors in communities adjoining the project.⁴² This should incorporate an assessment of the capabilities of the service providers to provide quality survivor-centered services, including GBV case management, acting as a victim advocate, providing referral services to link to other services not provided by the organization itself. This should include an assessment of the capacities of the service providers to provide child-friendly services, and to implement appropriate procedure to determine the best interests of child survivors.</p>	<ul style="list-style-type: none"> ○ Preparation. ○ Implementation. 	<ul style="list-style-type: none"> ○ IA 	<ul style="list-style-type: none"> ○ Update mapping as appropriate. 	✓	✓	✓	✓
	<p>Are SEA/SH risks adequately reflected in all E&S project documentation (i.e., Project ESMP, C-ESMP)? Include the GBV service provider mapping in these instruments.</p>	<ul style="list-style-type: none"> ○ Preparation. ○ Implementation (before civil works commence). 	<ul style="list-style-type: none"> ○ IA for social assessment and ESMP. ○ Contractor for C-ESMP. 	<ul style="list-style-type: none"> ○ Ongoing review during implementation support missions. Update project ESMP and C-ESMP if risk situation changes. 	✓	✓	✓	✓

⁴² A mapping exercise of GBV prevention and response actors should ideally be undertaken at a country level and shared with all Task Teams, including consulting with inter-agency networks on child protection and GBV

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	Develop a SEA/SH Action Plan including an Accountability and Response Framework as part of the ESMP, including specific provisions for children. The contractor/consultant’s response to these requirements will be required to be reflected in the C-ESMP.	<ul style="list-style-type: none"> Preparation. Implementation (before civil works commence). 	<ul style="list-style-type: none"> IA 	<ul style="list-style-type: none"> Ongoing review during implementation. 	✗	✓	✓	✓
	Review the IA’s capacity to prevent and respond to SEA/SH, including their ability to adequately respond to child survivors needs, as part of safeguard preparation .	<ul style="list-style-type: none"> Preparation. Implementation. 	<ul style="list-style-type: none"> Task Team 	<ul style="list-style-type: none"> Ongoing review during implementation support missions. Update project ESMP if risk situation changes. 	✓	✓	✓	✓
	As part of the project’s stakeholder consultations, properly inform those affected by the project of SEA/SH risks and project activities to get their feedback on project design and E&S issues. Consultations need to engage with a variety of stakeholders (political, cultural or religious leaders, health teams, local councils, social workers, women’s organizations and groups working with children) and should occur at the start and throughout the implementation of the project.	<ul style="list-style-type: none"> Consultations need to be throughout the project cycle, not just during preparation. 	<ul style="list-style-type: none"> IA. 	<ul style="list-style-type: none"> Monitoring of implementation of SEP. Ongoing consultations, particularly when C-ESMP is updated. 	✓	✓	✓	✓

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	Specifically address SEA/SH-related issues in the SEP of the project, which will be implemented over the life of the project to keep the local communities and other stakeholders informed about the project’s activities.	○ Consultations need to be throughout the project cycle, not just during preparation.	○ IA.	○ Monitoring of implementation of SEP. ○ Ongoing consultations, particularly when C-ESMP is updated.	○	○	✓	✓
	Make certain of the availability of an effective GM with multiple channels to initiate a complaint. It should have specific procedures for SEA/SH, including confidential reporting with safe and ethical documenting of SEA/SH cases. It should outline procedures for receiving reports on SEA/SH against children. Parallel GM outside of the project GM may be warranted for substantial to high risk situations.	○ Prior to contractor mobilizing.	○ IA, but discussed and agreed upon with the Task Team.	○ Ongoing monitoring and reporting on GM to verify it is working as intended.	✓	✓	✓	✓
	Ensure IA has a GBV specialist to support project implementation.	○ Preparation.	○ IA.	○ Ongoing reporting.	⊗	○	✓	✓

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	For supervision , have a social /environmental specialist in the supervising Engineer’s team with GBV (including against children) specific skills to supervise issues related to SEA/SH (e.g. supervise signing of CoCs, verify working GM for SEA/SH is in place, refer cases where needed) and work with GBV service providers as entry points into service provision to raise awareness of the GM.	○ During procurement evaluation process.	○ IA.	○ Ongoing reporting.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Ensure oversight through an independent Third Party Monitoring (TPM) organization/Independent Verification Agent (IVA) (civil society organization, international or local NGO, academic partner, private sector firm) with experienced GBV (including against children) staff to monitor implementation of the SEA/SH Prevention and Response Action Plan and ensure all parties are meeting their responsibilities.	○ Preparation.	○ IA.	○ Ongoing reporting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	Ensure funding is available for IA to recruit GBV service providers to facilitate access to timely, safe and confidential services for survivors (including money for transportation, documentation fees, and lodging if needed).	○ Preparation	○ IA.	○ IA.				
	For projects that do not use loan/credit/grant proceeds to hire GBV service providers at the start of project implementation, encourage Borrowers to include an escalation clause in the general contract terms and the ESCP should SEA/SH risks become apparent over the course of the project implementation.	○ Preparation.	○ Task Team.	○ Task Team.				
Procurement	Clearly define the SEA/SH requirements and expectations in the bid documents .	○ Procurement.	○ IA.	○ Review by Task Team.				
	Based on the project’s needs, the Bank’s SPDs, and the IA’s policies and goals, define the requirements to be included in the bidding documents for a CoC which addresses SEA/SH .	○ Procurement.	○ IA.	○ Review by Task Team.				

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	For National Competitive Bidding (NCB) procurement , consider integrating the International Competitive Bidding (ICB) SPD requirements for addressing SEA/SH risks.	○ Procurement.	○ IA.	○ IA with review by Task Team.	<input type="radio"/>	<input type="radio"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Set out clearly in the procurement documents how adequate SEA/SH-related costs will be paid for in the contract. This could be, for example, by including: (i) line items in bill of quantities for clearly defined SEA/SH activities (such as preparation of relevant plans) or (ii) specified provisional sums for activities that cannot be defined in advance (such as for implementation of relevant plan/s, engaging GBV service providers, if necessary).	○ Procurement.	○ IA.	○ Review by Task Team.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Clearly explain and define the requirements of the bidders' CoC to bidders before submission of the bids.	○ Procurement.	○ IA.	○ Review by Task Team.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	Evaluate the contractor’s SEA/SH Accountability and Response Framework in the C-ESMP and confirm prior to finalizing the contract the contractor’s ability to meet the project’s SEA/SH prevention and response requirements.	○ Procurement.	○ IA.	○ Review by Task Team.	⊗	✓	✓	✓
Implementation	Review C-ESMP to verify that appropriate mitigation actions are included.	○ Implementation.	○ IA.	○ Review by IA. ○ Review by Task Team.	✓	✓	✓	✓
	Review the GM’s reception and processing of complaints to ensure that the protocols are being followed in a timely manner, referring complaints to an established mechanism to review and address SEA/SH complaints.	○ Implementation.	○ Task Team. ○ IA.	○ Ongoing reporting. ○ Monitoring of complaints and their resolution.	✓	✓	✓	✓

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	<p>Codes of Conduct signed and understood</p> <ul style="list-style-type: none"> ○ Ensure requirements in CoCs are clearly understood by those signing. ○ Have CoCs signed by all those with a physical presence at the project site. ○ Train project staff on the behavior obligations under the CoCs. ○ Disseminate CoCs (including visual illustrations) and discuss with employees and local communities. ○ Create an appropriate Accountability and Response Framework. 	○ Initiated prior to contractor mobilization and continued during implementation.	○ Contractor, Consultant, IA.	<ul style="list-style-type: none"> ○ Review of SEA/SH risks during project supervision (e.g., Mid-term Review) to assess any changes in risk. ○ Supervising Engineer reporting that CoCs are signed and that workers have been trained and understand their obligations.⁴³ ○ Monitoring of GM for SEA/SH complaints. ○ Discussion at public consultations. 	✓	✓	✓	✓
	Have project workers and local community undergo training on SEA/SH.	○ Implementation.	○ IA, Contractors, Consultants.	○ Ongoing reporting.	✓	✓	✓	✓
	Undertake regular M&E of progress on SEA/SH prevention and response activities, including reassessment of risks as appropriate.	○ Implementation.	○ IA, Contractors, Consultants.	<ul style="list-style-type: none"> ○ Monitoring of GM. ○ Ongoing reporting. 	✓	✓	✓	✓

⁴³ Civil works supervising Engineer’s monthly reports should confirm all persons with physical presence at the project site have signed a CoC and been trained.

When	Action to Address SEA/SH Risks	Timing for Action	Who is Responsible for Action	Ongoing Risk Management	Whether Action is Recommended or Advisable by SEA/SH Risk Level			
					Low	Moderate	Substantial	High
	<p>Implement appropriate project-level activities to reduce SEA/SH risks prior to civil works commencing such as:</p> <ul style="list-style-type: none"> ○ Have separate, safe and easily accessible facilities for women and men working on the site. Locker rooms and/or latrines should be located in separate areas, well-lit and include the ability to be locked from the inside. ○ Visibly display signs around the project site (if applicable) that signal to workers and the community that the project site is an area where SEA/SH is prohibited. ○ As appropriate, ensure public spaces around the project grounds are well-lit. 	<ul style="list-style-type: none"> ○ Prior to works commencing. 	<ul style="list-style-type: none"> ○ Contractor (implementation) ○ Supervising Engineer (supervising/enforcing contract) ○ Task Team. 	<ul style="list-style-type: none"> ○ Ongoing reporting. ○ Reviews during implementation support missions. 	○	✓	✓	✓

Addressing SEA/SH risks through the Procurement Process

72. Embedding SEA/SH requirements in procurement processes is a critical mechanism to ensure legal accountability for addressing SEA/SH in projects. Recent revisions to World Bank procurement requirements have strengthened measures to address SEA/SH risks in World Bank-financed operations. SPDs and Standard Bidding Documents (SBDs), which the Borrower agrees to apply for international competitive procurement, provide the basis for ensuring that contractors and consultants fulfil their GBV obligations. The requirements to comply are enshrined in the covenants of the Financing Agreement.⁴⁴

Bidding (Procurement) Documents

73. It is important that the bidding documents sufficiently reflect the findings of any ESA, and the requirements of the ESMP, to address SEA/SH and overall ESHS risks. The Bank's SPDs and SBDs (works-related and for supervising Engineers) provide the framework and contain explanations and notes for including SEA/SH provisions in the procurement documents, through, among others, appropriate specifications in the employer's requirements/TOR.

74. It is essential that the Task Teams ensure that the bidding documents clearly define the project's SEA/SH requirements through the specifications and employer's requirements. Key considerations include:

- The bidding documents to be used are recommended to be reviewed to confirm that potential risks of SEA/SH are adequately addressed given the nature of the project. This is particularly important when it is anticipated that:
 - The project will result in major labor influx; or
 - National Competitive Bidding (NCB) will be used but the country's NCB documents do not adequately address SEA/SH and ESHS risks.
- As part of the decision to use National Procurement Procedures, an assessment of the national procurement documents should be undertaken to establish how and where provisions in respect to SEA/SH should be included. The Task Team (including procurement, E&S specialists) should work with the Borrower to identify the best mechanism for incorporating the necessary requirements. Should this process prove to be impractical for the project (e.g., requires lengthy clearances by multiple levels of authorities), an alternative

⁴⁴ The Recipient shall ensure that all the bidding documents and contracts for works or non-consulting services under the Project require that the contractor, sub-contractor or consultant adopt a code of conduct that shall be provided to and signed by all workers, as applicable to such works or non-consulting services commissioned or carried out pursuant to said contracts, which shall, inter alia, cover gender-based violence, violence against children and sexual exploitation and abuse, along with an action plan designed to effectively implement said code of conduct, including appropriate training on said code of conduct.

interim approach would be to have the Borrower adopt a minimum CoC for all bidders to follow, which reflects the necessary ESHS and SEA/SH requirements.

- High risk projects are recommended to include the requirement that bidders submit not only a CoC, but also a Labor Influx Management Plan for the proper management of the workers on the project.
- Specifications (ideally) and/or the Particular Conditions to the Contract should be used to adequately address SEA/SH risks and more broadly improve ESHS performance.
- The project ESMP and other E&S documents should fully describe the SEA/SH risk (including a SEA/SH Prevention and Response Action Plan), and more broadly the ESHS expectations, and include appropriate prevention and mitigation measures. This should be incorporated into the specifications.
- As described in further detail in the SPD (Works SPD PCC 4.1), the contract will include a requirement that the contractor shall not carry out any works, including mobilization and/or pre-construction, unless the supervising Engineer is satisfied that appropriate measures are in place to address environmental and social, risks and impacts (as defined in the SBD). At a minimum, the contractor shall be required to apply the Management Strategies and Implementation Plans and CoC, submitted as part of the bid and agreed as part of the contract.

75. Careful consideration needs to be given to how the costs for the contractor to implement the SEA/SH requirements will be treated in the bid, evaluated, and paid as such. The project budget should be realistic about these costs. One option to consider is the use of a provisional sum which would cover the contractor's reasonable costs of implementing the SEA/SH Prevention and Response Action Plan. The advantage of this approach is that all bidders would have a consistent level of funding in their bids, neutralizing the implications of underpricing or overpricing.

During Bidding

76. It is essential to draw the attention of bidders to the specific SEA/SH requirements of the project. This can be done for example through market engagement (during the development of the Project Procurement Strategy for Development), use of clarifications, and/or during any pre-bid meetings. Details on how to do this are provided in the SPDs and the Procurement Guidance - Environmental, Social, Health and Safety in Procurement. It is recommended to be as clear as possible regarding the form and nature of the known SEA/SH risks during this process, as well as the measures that bidders will need to take. The key information to provide bidders includes:

- The ESMP requirements, particularly with regard to ESHS expectations, and SEA/SH requirements (including a response to the SEA/SH Prevention and Response Action Plan);

- That civil works will not commence until the C-ESMP has been approved by the IA or the supervising Engineer;⁴⁵ and
- That the C-ESMP—including the SEA/SH Prevention and Response Action Plan—may be disclosed on the IA’s web site,⁴⁶ and that the contractor should participate in public consultations at its own expense.

Bid Evaluation

77. The specifications or ESMP in bidding documents must include the requirements to respond to particular SEA/SH risks or predicted impacts. As part of the contractor’s Social Management Plan, which should be submitted with the bid, the following details should be included:

- The contractor’s proposed approach to implementing the SEA/SH Prevention and Response Action Plan including the Accountability and Response Framework (in response to the requirements outlined in the ESMP);
- The contractor’s Codes of Conduct; and
- Other activities to address the SEA/SH risks of the project (e.g., Labor Influx Management Plan).

78. This information is to be assessed by the Borrower as part of the bid’s responsiveness. Where deviations or omissions are not assessed to be material—which would lead to the bid being rejected—the Borrower may request the bidder to provide clarifications and/or additional information, for further evaluation.

79. In procurement processes that include rated criteria or a points system, SEA/SH requirements may be part of the proposal scoring system. Where this is used, the Task Team should ensure that the requirements are specific and clear, and that the allocation of points relative to other factors is balanced.

80. Bidders are required to submit a declaration of whether they have had a contract terminated, suspended or a performance security called for reasons relating to past poor performance on ESHS issues. The declaration includes details of the reasons. If it is established that the cause is due to SEA/SH, due diligence should be carried out by the IA to determine whether bidders have learned

⁴⁵ For complicated or lengthy projects, it may be acceptable to have a “phased” C-ESMP. This means the C-ESMP would be approved in phases, reflecting the order in which civil works are done. For example, if a five-year project to construct an expressway only has asphalt paving in year four, then there is no need to have the asphalt plant’s environmental requirements included in the initial C-ESMP, which would instead focus on initial activities such as project mobilization and earthworks.

⁴⁶ This is not a World Bank requirement, but experience has shown that it is beneficial to the project engaging local communities as it allows them to be well informed of the specific project construction activities which may affect them. While ESMPs are disclosed through the World Bank’s external website, C-ESMPs should not be disclosed through the external website as they do not require a World Bank “no objection.” Their disclosure is recommended only to be on the IA’s website.

from past experience and how they have modified or implemented management controls to prevent recurrence. In the absence of the bidder demonstrating appropriate controls to prevent recurrence, the Task Team should review the IA's assessment and recommendation on next steps and consult with the IA as necessary as to how to ensure appropriate controls are in place.

Codes of Conduct

81. Since 2017, the World Bank's SPDs for large works have required that all contractors Personnel are provided with (and acknowledge receipt of) a CoC. A CoC clarifies an organization's mission, values and principles, linking them with standards of professional conduct.⁴⁷ The CoC articulates the values the organization wishes to foster in leaders and employees and, in doing so, defines desired behavior. As a result, a written CoC can become a benchmark against which individual and organizational performance can be measured. **The SPD requirements for CoCs include provisions for addressing SEA/SH and include prohibitions against sexual activity with anyone under the age of 18. Mistaken belief regarding the age of the child and consent is not a defense for engaging in sexual activity with minors.**
82. As noted earlier, the CoC is associated with a SEA/SH Prevention and Response Action Plan, which includes an Accountability and Response Framework. The Framework outlines how complaints will be handled, in what timeframe, and the range of possible consequences for perpetrators of SEA/SH so that the CoC can be implemented effectively.
83. The SPDs provide a sample CoC (see Annex 1) as guidance on the minimum content of issues to be addressed in the CoC. Bidders are also required to describe the implementation arrangements for the CoC. As noted in Annex 1, some projects in low-capacity environments have worked with IAs to develop the IA's CoC, which is used as the minimum standard acceptable from bidders in their submissions. This IA CoC may be used by bidders should they not have one of their own. Sample CoCs from multiple organizations from around the world are available from GBV Focal Points. These may be used as reference documents when CoCs are being prepared by IAs or contractors' CoCs are being evaluated.
84. A key element of the CoC is the sanctions that may be applied if an employee is confirmed as a SEA/SH perpetrator. The sanctions need to be proportional to the violation. Prior to imposition of sanctions, if a worker raises a credible challenge to alleged violation with the CoC, the worker's employer should place the worker on administrative leave pending a full and fair review to determine the veracity of said allegation(s). Examples of potential sanctions include the following:
 - Informal warning;
 - Formal warning;
 - Additional training;
 - Loss of up to one week's salary;

⁴⁷ Ethics and Compliance Initiative (ECI) Website, 2022, "Developing an Organizational Code of Conduct" available at: <http://www.ethics.org/resources/free-toolkit/code-of-conduct>

- Suspension of employment (either administrative leave as above or without payment of salary), for a minimum period of one month up to a maximum of six months;
- Termination of employment; and/or,
- Referral to the police or other authorities as warranted.

Contractor’s ESMP

85. As noted in Chapter 3, the client’s E&S documents should identify the risk of SEA/SH and propose prevention and mitigation measures—particularly through the project ESMP. The project **ESMP is usually the foundation for the C-ESMP**, which is the plan prepared by the contractor outlining specifically how it will implement the civil works activities in accordance with the project ESMP’s requirements and with the contract.⁴⁸ The C-ESMP, therefore, is a fundamental instrument for ensuring oversight and management of SEA/SH risks.
86. Annex 4 shows how an effective C-ESMP is essential for addressing SEA/SH risks during implementation. Contractually, the contractor must follow the C-ESMP, which is why it is important that the C-ESMP build upon the findings and proposed measures identified in the project’s ESA and ESMP. In the rare instance that an IPF involving major civil works lacks an ESMP or C-ESMP, an alternative modality would need to be found.
87. Public disclosure and consultations on the C-ESMP—particularly with regard to SEA/SH risk mitigation—is beneficial (but not mandatory) as it ensures that local communities are aware of the specific actions proposed to address the risks. The works contract should require the contractor to participate in the consultations at its own expense, since they are related to the project works.

SEA/SH Training for Contractors, Consultants and Clients

88. To properly address SEA/SH, the training and sensitizing of workers is essential. These workers include civil works contractors (including sub-contractors and suppliers and their workers), supervising Engineers, consultants who may have a presence in the communities adjoining the project—as well as the IAs. Projects can seek to embed training modules that incorporate SEA/SH into the regular Occupational Health and Safety “toolbox” meetings with workers, official training and/or standalone training efforts. Partnering with health and education sector professionals may be beneficial in developing the curriculum.
89. Training on SEA/SH should be thorough and proportional to the SEA/SH risk. The modality, frequency and content of the training should be detailed in the SEA/SH Prevention and Response Action Plan. At a minimum, training should include:
- What SEA/SH is and how the project can exacerbate SEA/SH risks;

⁴⁸ As part of the bid, the contractor submits management strategies, implementation plans, and a CoC. The contractor also submits, on a continuing basis, for the supervising Engineer’s prior approval, such supplementary management strategies and implementation plans as are necessary to manage the ESHS risks and impacts of ongoing works. These management strategies and implementation plans collectively comprise the C-ESMP.

- Specific risks to women, children, and other contextually relevant groups;
- Standards of conduct for project staff and acts prohibited by the project CoC, including the prohibition on sexual activity with people under the age of 18 as a condition for employment;
- SEA/SH allegation reporting mechanism, accountability structures, and referral procedures within agencies and for community members to report cases related to project staff;
- Services available for survivors of SEA/SH and GBV; and
- Follow-up activities to reinforce training content.

90. Training and awareness raising is a strong step toward behavior change. As projects are implemented, training on SEA/SH should be made available to the communities adjoining the project so they can learn about the roles and responsibilities of actors involved in the project, processes for reporting allegations of SEA/SH, mandatory reporting requirements (where relevant), and the corresponding accountability structures. Training of both the communities adjoining the project and project implementers allows all stakeholders to understand the risks of SEA/SH, as well as appropriate mitigation and response measures, putting everyone on the same page.

91. Training IAs will also help them to better understand the potential for SEA/SH that a project may induce. An example of training conducted by the World Bank with clients in Uganda, as well as other recommendations on training and examples from several projects, can be found in Annex 7.

Grievance Mechanisms

92. All World Bank-financed IPFs are required to have a GM. To properly address SEA/SH risks, the GM needs to be in place prior to contractors mobilizing. While many projects have traditionally only considered GM in the context of resettlement, the World Bank’s ESF requires that IPF have a grievance mechanism that will be “proportionate to the potential risks and impacts of the project”.⁴⁹ This is **meant to apply to all aspects of the project**.⁵⁰ Any parallel GMs operated by contractors and consultants should include processes to refer complaints to the project GM so as to ensure that an accurate understanding of the project’s complaints is always available.

93. For GBV—and particularly SEA/SH—complaints, there are risks of stigmatization, rejection and reprisals against survivors. This creates and reinforces a culture of silence so survivors may be reticent to approach the project directly. Some survivors will choose to seek services directly and never report to the GM, which may lead to a discrepancy in the number of cases reported to the Bank by service providers and the GM operators. To enable women to safely access the GM, multiple channels through which complaints can be registered in a safe and confidential manner can be enabled. Specific GM considerations for addressing SEA/SH are:

- The GM is usually operated by the IA, or the project management unit (PMU) on the IA’s behalf. When there are Substantial or High SEA/SH risk projects, consideration should be

⁴⁹ ESS10, para 27.

⁵⁰ ESS10 notes that the same GM can be used for land acquisition and resettlement (ESS5) and Indigenous Peoples (ESS7), but recommends a separate one for project workers under ESS2.

given to a separate SEA/SH GM system, potentially operated by a GBV service provider—with feedback to the project GM similar to that for parallel GMs operated by contractors and consultants. A separate note on GMs for SEA/SH in World Bank-financed projects provides additional discussion on the pros and cons of addressing SEA/SH through the overall project GM system as opposed to an independent parallel SEA/SH GM. The GM operators are to be trained on how to receive and document SEA/SH cases confidentially and empathetically (with no judgement). See Annex 2 for further details.

- In some areas where other agencies are actively mitigating and responding to SEA/SH inter-agency SEA/SH reporting channels may exist. Evaluating the feasibility of leveraging and strengthening existing SEA/SH reporting channels is part of the participatory process of identifying the most appropriate complaint entry point(s).
- Because of the best interest of the child principles, GMs will need to have specific provisions for responding to cases involving children and GM operators will need to be trained on how to respond to such cases, regardless of whether the child or a third party lodges the complaint. Where possible, GM operators should place an emphasis on establishing a positive dialogue with guardians and caregivers of children who have experienced SEA, with the objective of seeking the best interests of the child.
- Before the survivor reports a complaint about SEA/SH to the project GM, the survivor should be made aware if there is any mandatory reporting requirement that would apply – i.e. any obligation under national law for the GM operator, or the project, to report certain incidents. When there is no legal obligation to report the case according to local law, survivors should always make the decision of whether to report cases the authorities, including after having received advice on their rights and legal options as part of the referral to minimum, holistic care. Whenever possible, reporting to the police should be done exclusively with the survivor’s consent.⁵¹
- Projects must have multiple complaint channels, and these must be trusted by those who need to use them. Community consultations may be one mechanism to identify effective channels (e.g., local community organizations, health providers, etc.).
- No identifiable information on the survivor should be stored in the GM.
- The GM should **not** ask for, or record, information on *more than the following* related to the SEA/SH allegation:
 - The nature of the complaint (what the complainant says in her/his own words without direct questioning);

⁵¹ For further guidance on how GM procedures can reconcile mandatory reporting requirements and the survivor-centered approach, please consult a GBV specialist or a regional GBV Focal Point. Further guidance can be found in the Interagency Gender-Based Violence Case Management Guidelines, 2017, Section 2.2.2, available at: <https://reliefweb.int/report/world/interagency-gender-based-violence-case-management-guidelines>

- If, to the best of the survivor’s knowledge, the perpetrator was associated with the project;
 - If possible, the age and sex of the survivor; and
 - If possible, information on whether the survivor was referred to services.
- The GM should assist SEA/SH survivors by referring them to GBV service provider(s) for support immediately after receiving a complaint directly from a survivor. This should be possible because a list of service providers would already be available before project work commences as part of the mapping exercise (see Table 2).
 - The information in the GM must be confidential—especially when related to the identity of the complainant. For SEA/SH, the GM should primarily serve to: (i) **refer** complainants to the GBV service provider; and (ii) **record** resolution of the complaint (see Chapter 5).

94. **Data Sharing:** The GBV service provider should have its own case management process to gather the necessary detailed data to support the complainant and facilitate resolution of the case referred by the GM operator. The GBV service provider should enter into an information-sharing protocol with the GM operator to close the case. This information should not go beyond the resolution of the incident, the date the incident was resolved, and the closing of the case, as described in Chapter 5. Service providers are under no obligation to provide case data to anyone without the survivor’s consent. If the survivor consents to case data being shared the service provider can share information when and if doing so is safe, meaning the sharing of data will not put the survivor or service provider at risk of experiencing more violence. For more information on GBV data sharing see: <http://www.gbvims.com/gbvims-tools/isp/>.

95. The costs of operating the GM are usually modest and should be financed by the project as part of the general project management costs.⁵²

96. The GM should have in place processes to immediately notify both the IA and the World Bank of any SEA/SH complaints, with the consent of the survivor. For World Bank reporting protocol refer to the Environmental and Social Incident Response Toolkit (ESIRT), described in Chapter 5.

Monitoring and Reporting

97. It is essential that the project monitor SEA/SH prevention activities. M&E plays a key role in assessing the effectiveness of prevention and mitigation measures. As part of the M&E process, indicators need to be selected for inclusion in the project Results Framework.

⁵² The operation of the GM does not include the cost of resolving SEA/SH complaints (e.g., survivor support services), which, depending on the risk level and the mechanism in place, may be more costly.

Results Framework Indicators

98. The project’s Results Framework should include indicators related to: (i) the SEA/SH prevention activities on the project; and (ii) the GM.

99. SEA/SH prevention indicators may include:

- Successful implementation of agreed SEA/SH Prevention and Response Action Plan (Y/N);
- Number of training courses related to SEA/SH delivered;
- Percentage of workers that have signed a CoC; and/or
- Percentage of workers that have attended CoC training.

100. **GM indicators:** A GM indicator that is useful to monitor is the time it took to resolve the SEA/SH-related complaint.

Reporting During Implementation

101. Projects have a significant role to play in supporting safe spaces for women and children to report their experiences of violence. It should be noted that an increase in the number of reported cases does not necessarily mean that SEA/SH incidents have increased; it can also reflect improved mechanisms for safe and confidential reporting and increased interest in accessing GBV support services. Table 3 proposes the reporting mechanisms for SEA/SH prevention monitoring. It should be emphasized that no reporting should have identifiable information on individual cases. It is essential that the confidentiality and safety of survivors be protected.

Table 3: Proposed Reporting of SEA/SH During Implementation

Who	To Whom	What	When	Objective
GM Operator	IA (and IA to furnish to Bank)	<ul style="list-style-type: none"> • Reporting of SEA/SH allegations with four key data: <ul style="list-style-type: none"> ○ Nature of the case; ○ Project-related (Y/N); and ○ Age and/or sex (if available). ○ Whether the survivor was referred to services. 	As soon as becomes known	<p>For IA to monitor response.</p> <p>For Bank to report to management in accordance with ESIRT (see Chapter 5).</p>
GBV Service Provider (contracted to project)	IA and supervising engineer	<p>Aggregate data on case load:</p> <ul style="list-style-type: none"> • Number of SEA/SH cases received/referred by the GM, disaggregated by age and by sex; • The number of cases open, and the average time they have been open; and • The number of cases closed, and the average time they were open. 	Monthly	To ensure accountability of GBV service provider particularly if financial support is being provided for survivor support.
Supervising Engineer	IA	<ul style="list-style-type: none"> • Status on the implementation of project’s SEA/SH Prevention and Response Action Plan; • The agreed project SEA/SH indicators, e.g.: <ul style="list-style-type: none"> ○ Successful implementation of agreed SEA/SH Prevention and Response Action Plan (Y/N); 	Monthly	Part of overall supervising Engineer’s duty to monitor day-to-day activities and implementation of project’s CoC.

		<ul style="list-style-type: none"> ○ Number of training courses related to SEA/SH delivered; ○ Percentage of workers that have signed a CoC; and/or ○ Percentage of workers that have attended CoC training; ● That the GM is functioning correctly for receiving and resolving complaints; ● The GM indicators; and ● That an appropriate mechanism to resolve SEA/SH complaints is established and functional. 		
Implementing Agency	Bank	<ul style="list-style-type: none"> ● Project SEA/SH indicators; and ● GM indicators (as supplied by the supervising Engineer) 	In accordance with project legal agreements	In accordance with the standard project Results Framework reporting.
TPM/IVA (if applicable)	IA (and IA to furnish to Bank)	<ul style="list-style-type: none"> ● The implementation of the SEA/SH Prevention and Response Action Plan; ● The functioning of an appropriate mechanism to address and resolve SEA/SH complaints; ● The functioning of the GBV service provider; and ● The functioning of the GM and the status of GM indicators related to SEA/SH. 	Quarterly	Part of overall duty of TPM/IVA to monitor implementation of the CoC.

102. **Aide Memoires:** Aide Memoires should include the data provided by the IA through the supervising Engineer as well as any information from the TPM/IVA.

103. **Implementation Status Reports (ISRs):** The ISRs should include updates on the status of the SEA/SH prevention activities on the project, as well as to the indicators in the Results Framework.

Stakeholder Engagement

104. As noted in Chapter 3, consultations with people in the communities adjoining the project **need to occur throughout the life cycle of the project**. These regular consultations should provide opportunities to share information with communities on project-related risks and reporting and response measures, and to identify any issues that may be arising with regard to SEA/SH. This means the consultations should have a particular focus on women, children and other at-risk groups—each of which may require different approaches to enable age- and gender-appropriate content and a safe space for discussion.

Supervision and Oversight

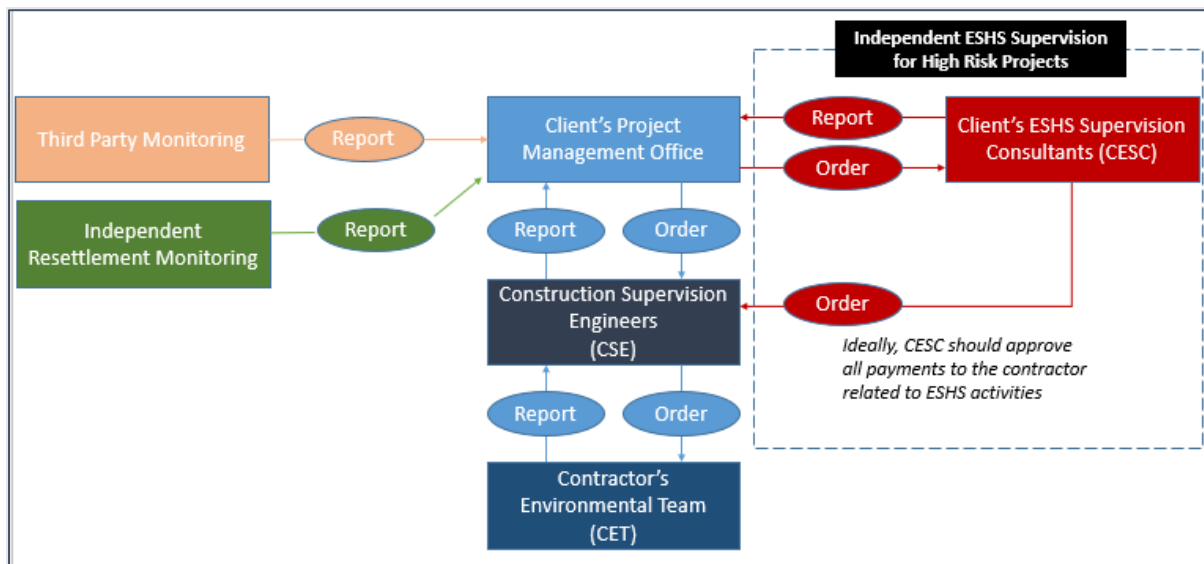
105. Contractors on civil works projects are typically supervised by a consulting firm on behalf of the IA. A key challenge faced by many projects is that the supervision and oversight of SEA/SH prevention

activities during civil works is inadequate. This section outlines activities that can be incorporated into the project to make supervision and oversight more proactive.

Supervision Modalities

106. Effective supervision and oversight of the project’s SEA/SH prevention efforts are vital and should therefore be carefully considered during project preparation. As shown in **Figure 5**, effective oversight requires various actors: additional actors are needed in high/substantial risk projects. All entities involved—supervising Engineer, the IA, any independent oversight entities, as well as other entities such as steering committees and civil society—must have clear roles and responsibilities throughout the implementation of the project. All those involved in SEA/SH prevention activities should have appropriate training and skills for the tasks assigned to them.

Figure 5: Supervision and Oversight Options for High Risk Projects, Based on China Hubei Yiba Highway Project



Supervising Engineer

107. The TOR for the supervising Engineer need to clearly outline the expectations of their role in ensuring that SEA/SH risks and prevention and mitigation measures are properly reflected in the C-ESMP and are implemented. It is critical that the supervising Engineer has appropriately qualified social and environmental specialists. In addition, for Moderate, Substantial and High risk projects, the consultants need to demonstrate that they have the appropriate capacity to take on SEA/SH-related responsibilities, such as supervising the signing of CoC, verifying that a working GM for SEA/SH is in place so that referral of SEA/SH cases can be made when needed, and working with GBV service providers and entry points into service provision (as required) to raise awareness of the GM. They also have a role in the resolution of SEA/SH complaints made to the GM, not only for the project but also for ensuring any sanctions on their own staff are applied.

108. For projects with Substantial and High risk of SEA/SH, it is prudent to require quarterly inspections to monitor the implementation of SEA/SH prevention and mitigation measures. It is recommended that the inspections include: (i) the supervising Engineer, who is the one tasked with day-to-day oversight of the contractor; (ii) the supervising Engineer’s GBV specialist; and (iii) the IA’s GBV specialist. The presence of the IA’s GBV specialist—who may be the project’s social specialist—will support the supervising Engineer in assessing whether the necessary SEA/SH standards have been followed. It will also provide the Borrower with an opportunity to verify that the relevant reports adequately reflect the actual situation with regard to mitigating SEA/SH risks.

Implementing Agency Staffing

109. It is recommended that the IA have appropriate environmental and social specialists available. Without them, it will be very difficult to manage the project’s ESHS risks—especially related to SEA/SH. For projects at Substantial or High risk of SEA/SH, it is recommended for the IA to have a GBV specialist as part of the E&S team to ensure SEA/SH-related activities and services are being delivered according to global quality and ethical guidelines.

Independent Monitoring of SEA/SH

110. If there is a high risk of SEA/SH in a project, **independent third-party SEA/SH monitoring (TPM) is recommended**. The TPM or IVA is an organization commissioned to independently monitor and report on the effectiveness of the SEA/SH Prevention and Response Action Plan implementation to prevent and mitigate SEA/SH risks associated with the project.⁵³ The role of the TPM/IVA **is not to track, investigate or follow up on individual cases of SEA/SH**. The TPM/IVA has a higher-level oversight function to confirm that all project actors, including the GBV service provider and the designated focal points or committee to address and resolve SEA/SH complaints, are implementing the SEA/SH Prevention and Response Action Plan. The TPM/IVA verifies that the provisions to prevent and respond to SEA/SH are in place and functioning, and also can provide early warning of problems that may surface.
111. The selection of the TPM/IVA should be based on the project context, scope and reality on the ground and may be a civil society organization, international or local NGO, academic partner, private sector firm or dispute board mechanism. The TPM/IVA will be required to have experience in GBV so that part of the monitoring can be used to evaluate the quality of the actions undertaken. It should provide regular reports (minimum quarterly) directly to the IA, who should remit them to the Task Team.
112. The TPM/IVA plays a key role, especially in High risk projects in monitoring: (i) the measures put in place and implementation of said measures by contractors; (ii) the functioning of GMs; and (ii) the successful functioning of the referral pathways and service provision that have been contracted out (in most cases to specialized NGOs). In order to ensure that the TPM/IVA can independently carry

⁵³ TPM typically involves verification of outputs by an entity paid from a source of funding that is external to the project whereas IVA play a similar verification role but can be contracted using project funding. Many refer to IVA as TPM, including the 2017 GBV Task Force Report.

out the above aspects of implementation, it would be preferable that the TPM/IVA role be fulfilled by organizations (including NGOs) other than those that are responsible for service provision – so as not to create a conflict of interest. However, in low-capacity or FCV situations where it may be difficult to find a separate entity to play the TPM/IVA role, a service provider, other than a government entity, could also potentially play the TPM/IVA role, provided measures are put in place to minimize potential conflicts of interest.

5. Responding to SEA/SH allegations

A Survivor-Centered Approach

113. Global best practice recognizes that it is essential to respond appropriately to a survivor's complaint by respecting the survivor's choices. This means that the survivor's rights, needs and wishes are prioritized in every decision related to the incident. The survivor of SEA/SH, who has the courage to come forward, must always be treated with dignity and respect. Every effort should be made to protect the safety and wellbeing of the survivor and any action should always be taken with the survivor's consent. These steps serve to minimize the potential for re-traumatization and further violence against the survivor. In SEA/SH cases involving children, the survivor-centered approach is guided by an age- and gender-sensitive assessment of the best interests of the child.
114. **Confidentiality** is essential throughout the process. Otherwise, the survivor risks retaliation and a loss of security.
115. If the alleged perpetrator is an employee of the contractor, consultant or IA, to protect the safety of the survivor, and the workplace in general, the IA, contractor or consultant should assess the risk of ongoing abuse to the survivor and in the workplace. This should be done in consultation with the survivor and with the support of the GBV service provider. Reasonable adjustments should be made to the alleged perpetrator's or survivor's work schedule and work environment—preferably by moving the perpetrator rather than the survivor—as deemed necessary. The employer should provide adequate leave to survivors seeking services after experiencing violence.
116. Service providers have the responsibility to uphold children's best interests throughout the support they provide to children including case management, which includes promoting actions that are in the best interest and advocating with other service providers.⁵⁴ Close coordination with organizations working on GBV as well as organizations working on child protection is crucial when it comes to responding effectively to child victims of sexual exploitation and abuse. It is also important to ensure that children are referred to services that can cater to the age and development stage of that particular child.
117. Confidentiality protocols and decisions are less straightforward when working with children. Working with children, especially younger children, requires understanding the legal limits to confidentiality (including the existence of mandatory reporting laws and policies, the need to protect a child's physical and/or emotional safety or to provide immediate assistance, the need to inform a child's parent/caregiver in order to obtain permission to provide care and treatment to the child if there are no dangers in doing so) in terms of decisions pertaining to the case as well as

⁵⁴ IRC and UNICEF, Caring for Child Survivors of Sexual Abuse Guidelines, Case Management for Child Survivors, page 98, available at: <https://www.unicef.org/documents/caring-child-survivors-sexual-abuse>.

referring the case. Children should be informed of what will happen to their case and why, and should be consulted as much as possible, depending on their age and developmental stage.⁵⁵

GBV Service Providers

118. As noted in Chapter 3 and Annex 5, one of the most effective ways of addressing SEA/SH risks and incidences lies in working with GBV service providers and community-based organizations that are able to support the project in addressing any case of SEA/SH, while also working to proactively prevent such cases.
119. **Identifying GBV Service Providers:** All projects are recommended to identify GBV services provider(s), including those with expertise to provide services to child survivors —prior to project appraisal—irrespective of the risk level. This is because SEA/SH allegations may arise on any project and it is necessary to have the appropriate response mechanisms in place. Mapping of GBV prevention and response actors in a given community may already exist, particularly in humanitarian settings. Where no or insufficient local knowledge on prevention and response service providers is available, ideally the Country Management Unit should undertake a mapping exercise through a portfolio approach that identifies qualified GBV service providers, interagency child protection networks and services, NGOs and community-based organizations in communities adjoining the project. Task Teams can also undertake the exercise if the Country Management Unit has not done so. In all cases, mapping of GBV service providers should be verified during project preparation as funding for GBV service provision is scarce and can shift rapidly. If no such organization exists in the project area, service providers from other areas (national or international) that meet international standards are recommended. Alternatively, if this is not possible, the Task Team, in consultation with the necessary GBV and/or health specialists, should evaluate whether there is a possibility in the project to finance a capacity development program to provide appropriate GBV support. This has to be carefully planned and considered.⁵⁶
120. **Financing GBV Service Providers:** In High or Substantial risk projects in remote areas, where existing arrangements are not already in place to cover the costs of GBV service providers, it may be prudent to have the IA contract with one or more GBV service providers to provide specific services (typically using loan/credit/grant proceeds). This will make it easier to ensure that any survivors receive the necessary support. **No monetary compensation should be given directly to the survivor; all support services and accompanying transportation, housing and support requirements (money for official documentation or collection of forensic evidence) are paid through the service provider.**

⁵⁵ IRC and UNICEF, *Caring for Child Survivors of Sexual Abuse Guidelines, Case Management for Child Survivors*, pgs. 95-96, available at: <https://www.unicef.org/documents/caring-child-survivors-sexual-abuse>

⁵⁶ An example of this is the Tuvalu Aviation Investment Project, where an activity was included under the third Additional Finance to establish support services for survivors of SEA/SH as such services were unavailable in Tuvalu. The Fiji Women's Crisis Centre undertook training and capacity building activities in this regard financed by the project.

121. If financed through the project, the GBV service provider should document the level of support given to a survivor, including referral to other service providers. Beyond unidentifiable aggregate key data points (e.g., number of cases received, nature of case and, if available, age and sex - see Table 3 for details), case data should never be requested of service providers. In the exceptional situation where service providers need to share any more details with an outside party, this must be with the permission of the survivor. The survivor must give consent to data sharing and know what data will be shared, with whom and for what purposes. For more information on GBV information sharing see: <http://www.gbvims.com/gbvims-tools/isp/>.
122. It is important that the GBV service providers understand their legal obligations, the legal limits of confidentiality, mandatory reporting requirements, as well as their professional codes of practice, particularly when it comes to reporting SEA/SH cases to the police. The World Health Organization (WHO) does not recommend mandatory reporting of GBV to the police⁵⁷ but if a country's legislation requires mandatory reporting, the GBV service provider should inform the IA and the potential survivor of this obligation, as well as of any other limits of confidentiality.

Handling SEA/SH Complaints

123. All projects need to have a framework for properly handling SEA/SH allegations, which should be outlined in the Accountability and Response Framework (see Chapter 3). There are a few key actors involved in handling SEA/SH allegations: (i) the GM operator; (ii) the GBV service provider (iii) the representative of the IA (iv) and the employer of the alleged perpetrator. It is therefore essential that prior to SEA/SH complaints being received, all projects clearly identify who specifically will be responsible for handling the complaint: who will assess the nature of the complaint, the appropriate sanction to be applied to the perpetrator, confirmation that the survivor has received support, and that sanctions have been enacted, etc. Teams should note that existing modalities for reporting complaints may not be appropriate to enable reporting or to handle the sensitivities associated with SEA/SH. Teams may therefore need to identify alternate channels for reporting, such as the GBV service provider.
124. The IA should establish the Accountability and Response Framework for resolving SEA/SH cases. While the process for resolution and the people involved may vary, the key guiding principle for the resolution process should be to ensure the complete confidentiality of the survivor's case information, a survivor-centered approach, a fair assessment and due process for all those involved, a speedy resolution and application of the process outlined in the agreed-upon Accountability and Response Framework. Any person involved in the resolution process should be specifically trained⁵⁸

⁵⁷ For further information, see the World Health Organization, 2013, Responding to Intimate Partner Violence and Sexual Violence Against Women: WHO clinical and policy guidelines, https://apps.who.int/iris/bitstream/handle/10665/85240/9789241548595_eng.pdf

⁵⁸ Some countries may require those involved in SEA/SH case assessment to be specifically trained and licensed, given that there will be an investigation of an accusation that could lead to a decision with consequences.

to address and resolve SEA/SH-related complaints and wherever possible a dedicated focal point from the GBV service provider should be part of the resolution process.

125. The process for addressing complaints would typically be along the following lines (see separate note on GMs for SEA/SH in World Bank-financed projects):

- The GM operator will keep SEA/SH allegation reports confidential and, unless the complaint was received through the GBV service provider or other identified reporting channels, refer the survivor immediately to the GBV service provider.⁵⁹
- If a case is first received by the GBV service provider or through other identified reporting channels, the report will be sent to the GM operator to ensure it is recorded in the GM system.
- The GBV service provider provides the necessary support to the survivor until it is no longer needed (see Chapter 5).
- If requested by the IA, a survivor's representative/advocate from the GBV service provider will participate in the SEA/SH resolution mechanism, including referral to the police if necessary and requested by the survivor (the only exception being when countries have mandatory reporting laws). The survivor must give the representative from the GBV service provider consent to participate in the mechanism on her/his behalf. Children should always be given the option of having a representative/advocate present.⁶⁰
- As part of the established resolution mechanism SEA/SH allegations are considered and assessed, paying attention to due process for all involved, and in coordination with the accountability framework of the employer of the subject of the complaint. Agreement is reached on a plan for resolution as well as the appropriate disciplinary action for the perpetrator, all within the shortest timeframe possible to avoid further trauma to the survivor.
- In consultation with the GBV service provider, the appropriate representative from the IA is tasked with implementing the agreed-upon action plan, which should always be in accordance with local legislation, the employment contract and the CoC.
- Through the GBV service provider, the SEA/SH resolution mechanism advises the GM operator that the case has been resolved, and it will then be closed in the GM.
- The IA and the World Bank will be notified that the case is closed.

⁵⁹ Survivors of SEA/SH may need access to police, justice, health, psychosocial, safe shelter and livelihood services to begin healing from their experience of violence. These can be arranged by the GBV service provider on their behalf in accordance with the survivors' wishes.

⁶⁰ For additional guidance see, e.g., Technical Note, UN Victims Assistance Protocol (ENG) 2021_final.pdf (interagencystandingcommittee.org), available at:

[https://psea.interagencystandingcommittee.org/sites/default/files/2021-11/Technical%20Note UN%20Victims%20Assistance%20Protocol%20%28ENG%29%202021_final.pdf](https://psea.interagencystandingcommittee.org/sites/default/files/2021-11/Technical%20Note%20UN%20Victims%20Assistance%20Protocol%20%28ENG%29%202021_final.pdf)

126. As noted earlier, the GBV service provider and IA representatives involved in the SEA/SH case resolution, need to understand their legal obligations when it comes to reporting SEA/SH cases to the police. Reporting should be done in accordance with the law, especially in cases that require mandatory reporting of certain types of GBV allegations, such as sexual abuse of a minor. When there is no legal obligation to report the case according to the local law, survivors make the decision of whether to report cases to the GM for resolution and to other service providers; reporting of a case to anyone can only be made with the consent of the survivor.

Ensuring Appropriate Support for Survivors

127. The support provided to survivors through GBV service providers should include: (i) health; (ii) psychosocial; and (iii) legal support. Services should follow global standards and guidelines.⁶¹ For children, minimum standards for caring for child survivors should be followed.⁶²
128. Any survivor reporting SEA/SH through a reporting mechanism in a World Bank-financed IPF should receive care regardless of whether the perpetrator is known to be associated with the project or not. This is because:
- Often, the specifics of the perpetrator may not be known at the time that support services start, and once started, a survivor should be able to continue to access care.
 - The increased SEA/SH sensitization activities linked to Bank-financed projects in the communities adjoining the project may lead survivors in these communities to seek services through the project, regardless of whether the perpetrator was linked to the project or not.⁶³
129. With regard to the support given to the survivor by the GBV service provider, under the survivor-centered approach the case is only closed when the survivor no longer requires support.

⁶¹ Quality standards for medical care can be found in WHO, 2014, Health Care for Women Subjected to Intimate Partner Violence or Sexual Violence: a clinical handbook, available at: <https://apps.who.int/iris/handle/10665/136101>. Other service standards can be found in UN Women, Essential Services Package for Women and Girls Subject to Violence, 2015, available at: <https://www.unwomen.org/en/digital-library/publications/2015/12/essential-services-package-for-women-and-girls-subject-to-violence>; and UNFPA, 2015, Minimum Standards for Prevention and Response to Gender-Based Violence in Emergencies, available at: <https://www.unfpa.org/sites/default/files/pub-pdf/GBVIE.Minimum.Standards.Publication.FINAL.ENG.pdf>.

⁶² IRC and UNICEF, 2012, Caring for Child Survivors of Sexual Abuse, available at: <https://www.unicef.org/documents/caring-child-survivors-sexual-abuse>

⁶³ While some have expressed concerns that projects may engender GBV reporting, experience has shown that reporting of GBV is generally low globally. Even though a third of women experience violence by an intimate partner, or sexual violence by a stranger, only 7 percent of women and girls experiencing GBV report the incident to a formal source (regional variations go from 2 percent in India and East Asia to 14 percent in Latin America and the Caribbean).

Reporting to Management

130. The World Bank has introduced the “Environmental and Social Incident Response Toolkit” (ESIRT) to outline procedures for World Bank Staff to report negative environmental and social incidents in an IPF. ESIRT outlines the requirements for reporting SEA/SH cases and has a protocol that defines incidents using three categories. “Indicative” events are addressed within the Task Team and “Serious” events need to be elevated to the Country Manager/Director, Global Practice Manager, Social and Environmental Practice Managers, Relevant Program Leaders, and Environmental and Social Standards Advisor (previously called Regional Safeguards Advisor), who may then advise the appropriate Vice Presidents. Finally, a “Severe” event should be reported to the Vice Presidents by the Task Team within 24-48 hours of notification.⁶⁴
131. The information required to meaningfully report to management on SEA/SH cases should come from the monitoring of cases of SEA/SH in the GM and by reviewing regular supervising Engineer’s reports. As noted in Chapter 4, Task Teams should include key data on SEA/SH in the Aide-Memoires and ISRs.

Resolving and Closing a Case

132. There are two elements related to resolving and closing a SEA/SH case:
- The internal project system, in which the case is referred to the GBV service provider for survivor support, and appropriate actions are taken against perpetrators through the established SEA/SH resolution mechanism; and
 - The support that the survivor receives from the GBV service provider.
133. As described earlier, when a complaint is received, it is registered in the project GM and referred to the GBV service provider with the consent of the complainant. The service provider initiates accountability proceedings with the survivor’s consent.
- If the survivor does not wish to place an official complaint with the employer, the complaint is closed.⁶⁵ Survivor-centered inquiries to ensure a safe, respectful workplace may proceed depending on a risk assessment to assess safety of survivor(s).
 - When the survivor proceeds with the complaint, the case is reviewed through the established SEA/SH resolution mechanism and a course of action is agreed upon; the appropriate party who employs the perpetrator (i.e., the contractor, consultant, or IA) takes the agreed disciplinary action in accordance with local legislation, the employment contract and the CoC. Within the established SEA/SH resolution mechanism, it is confirmed that the action is appropriate, and the GM is then informed that the case is closed.

⁶⁴ See Figure 2 of ESIRT for World Bank Staff guidance (Nov 2018):

<https://wbdocs.worldbank.org/wbdocs/component/drl?objectId=090224b08664566d&Reload=1579900748523&dmfClientId=1579900748523>

⁶⁵ However, if the information provided warrants a review of risk mitigation measures these should still be undertaken if they can be done in a manner that does not add harm to the survivor.

134. All SEA/SH survivors who come forward before the project’s closing date should be referred immediately to the GBV service provider for health, psychosocial and legal support. If a project is likely to close with SEA/SH cases still open, prior to closing the project appropriate arrangements should be made with the GBV service provider to ensure that there are resources to support the survivor for an appropriate time after the project has closed, and at a minimum for two years from the time such support was initiated. Funding for this cannot be provided by the project after the closing date, so other arrangements will need to be made, such as financing by the Borrower, involving other projects within the portfolio that may have aligned objectives and budget flexibility—or in extreme circumstances the project closing date may need to be extended.

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ANNEX 1: Codes of Conduct for Contractors and the SEA/SH Prevention and Response Action Plan

1. To build a system for SEA/SH risk prevention and mitigation, projects must:
 - Have all employees of contractors (including sub-contractors), supervising Engineers and other consultants with a footprint on the ground in the project area sign codes of conduct (CoCs);
 - Have an effective SEA/SH Action Plan so that workers understand behavior expectations and policies, as well as an effective GM. This Action Plan should include training and communication. It should also include plans to make the project-affected community aware of the CoC the project staff have just signed; and
 - As part of the SEA/SH Action Plan, define accountability and response protocols, which set out the procedures followed for holding individuals accountable and penalizing staff that have violated SEA/SH policies.

Codes of Conduct from SPD

Code of Conduct for Contractor's Personnel (ES) Form

Note to the Employer:

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.

The types of issues identified could include risks associated with: labour influx, spread of communicable diseases, Sexual Exploitation and Abuse (SEA), Sexual Harassment (SH) etc.

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

Code of Conduct for Contractor's Personnel

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor’s or Employer’s Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;

10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor’s Personnel or the project’s Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor’s Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor’s contact person(s) with relevant experience*] requesting an explanation.

Name of Contractor’s Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

Contents of a SEA/SH Action Plan

1. As described in Chapter 3.3, the SEA/SH Action Plan outlines how the project will put in place the necessary protocols and mechanisms to mitigate SEA/SH risk in the project, as well as to address any SEA/SH issues that may arise.
2. Sample documents and other materials to support implementing the recommendations are available on the WBG GBV Intranet page:

<https://worldbankgroup.sharepoint.com/sites/WBGender/sitepages/publishingpages/information-about-sexual-exploitation-abuse-and-harassment-in-world-bank-operations-03172021-112450.aspx>

ANNEX 2: Collecting Information on SEA/SH

1. It is generally unnecessary to undertake new surveys to determine SEA/SH risks as key information is likely already available from country-level Demographic and Health Surveys or nationally representative standalone surveys on violence against women and girls. Eliminating various forms of violence faced by women and girls is also part of several of the Sustainable Development Goals and has led to an increase in data collection and reporting on GBV.¹
2. There should be **absolutely no data collection** related to SEA/SH from anyone who may be a survivor without making referral services available to support them. If data collection is necessary, Task Teams should confirm that protocols are in place to enable referral of participants disclosing experiences of violence **before data collection commences to avoid retraumatizing survivors**. Training of researchers must cover all safety and ethical guidelines related to GBV. **No focus group discussions with community members asking about personal experiences of GBV or SEA/SH in particular should be undertaken**. Given that IPV and/or non-partner sexual assault affects 35 percent of women aged 15-49, focus groups are likely to have women who are survivors of an incident of GBV. For more information on how to discuss GBV ethically, see:
 - The Violence Against Women and Girls Resource Guide [Ethics page](#)
 - [Ellsberg M, and L. Heise. 2005. Researching Violence Against Women: A Practical Guide for Researchers and Activists. Washington DC, United States: World Health Organization, PATH.](#)
 - [World Health Organization. 2001. Putting women first: Ethical and safety recommendations for research on domestic violence against women.](#)
 - [World Health Organization. 2007. WHO Ethical and safety recommendations for researching, documenting and monitoring sexual violence in emergencies.](#)
3. When data is unavailable, however, and data collection is undertaken on topics related to GBV, such as help-seeking behaviors, perceptions of quality of GBV service providers, or safety mapping of communities, the following guiding principles are to be followed and the ethical issues concerning GBV data collection are to be carefully considered. Only if these can be properly implemented, should data collection be done.
 - The benefits to respondents or communities of documenting GBV must be greater than the risks to them.
 - The safety and security of all those involved in information gathering about GBV is of paramount concern and should be continuously monitored.

¹ For example, see the DHS Program website, available at: <http://dhsprogram.com/What-We-Do/Survey-Types/DHS.cfm>

- Information gathering and documentation must be done in a manner that presents the least risk to respondents, is methodologically sound, and builds on current experience and good practice.²
- Basic care and support for survivors must be available locally before commencing any activity that may involve individuals disclosing information about experiences of GBV.
- The confidentiality of individuals who provide information about GBV must be protected at all times.
- Anyone providing information about GBV must give consent before participating in the data gathering activity.
- All members of the data collection team must be carefully selected and receive relevant and sufficient specialized training and ongoing support.
- Additional safeguards must be put into place if children (i.e., those under 18 years) are to be the subject of information gathering.³

² An example of this is the Ethical and Safety Recommendations section: <http://www.vawresourceguide.org/resources#esr>. In particular, Ellsberg, M., and L. Heise. 2005. *Researching Violence Against Women: A Practical Guide for Researchers and Activists*. Washington DC, United States: World Health Organization, PATH.

³ See recommendation 8 in World Health Organization, 2007, *WHO Ethical and safety recommendations for researching, documenting and monitoring sexual violence in emergencies*, available at: <https://www.who.int/publications/i/item/9789241595681>.

ANNEX 3: The SEA/SH Risk Assessment Tool

1. To help assess the risk of project-related SEA/SH, the Gender Group, alongside colleagues from various Global Practices, has developed the SEA/SH Risk Assessment Tool.¹ The goal of the tool is to stimulate thinking around the risk of project-related SEA/SH. The tool draws on information from a variety of sources to give each project a risk “score” based on the responses to each individual question. The risk score is calculated on a scale of 0 to 25: projects that score 0-12.25 are considered “**Low**” risk; 12.5-16 “**Moderate**” risk; 16.25-18 a “**Substantial**” risk, and 18-25 “**High**” risk. Projects that are in preparation use Sections A and B and aggregate the scores for each section, which can be completed during the PCN phase. On the basis of the additional information gathered during project preparation, the risk should be updated as appropriate for the QER meeting or at the Decision Review meeting.
2. This tool does not address how the project itself may promote gender equality and reduce SEA/SH through its activities. Rather, this is an attempt to reduce the risk of SEA/SH, and allow Task Teams to determine the level of SEA/SH risk that is present in a project before mitigation measures are introduced.
3. The tool is comprised of the following sections:
 - Section A provides an overview of the “**Country context**,” specifically related to the country’s commitment to gender equality and its national incidence of violence.
 - Section B, “**Project context**,” is critical since no matter what the country context, the project in itself can create new risks and vulnerabilities for SEA/SH that may not have existed before. This section is weighted more heavily than Section A.
4. It is important to note that none of the indicators in the tool can alone predict occurrences of SEA/SH, nor does having a good score on any one indicator mean that SEA/SH incidents will not occur. No matter what the project context, Bank projects can influence the risk of SEA/SH, by virtue of shifting existing power dynamics and financial relationships. A lower risk score does not mean that the project does not carry any SEA/SH risk, nor does a high-risk score mean that the project cannot proceed. Rather, this is a tool to help Task Teams to think about the types of measures needed to mitigate SEA/SH risks and adequate response provisions that can be implemented to best accommodate their project setting.
5. The tool contains indicators on GBV against which Task Teams assess their project. For example, the first two indicators under Section A provide an estimate of how prevalent IPV and any sexual violence perpetrated by a partner or a non-partner is at the national level. The first indicator “Prevalence of intimate partner violence” is intended to give an overview of levels of violence against women in the country. No direct correlation has been established between the risk of SEA within a project and the levels of violence against women and girls in countries; however, this statistic is important for giving

¹ In addition, an accompanying Risk Assessment Methodology Guidance Note provides greater detail and guidance for the Risk Assessment Tool and can be found [here](#).

a sense of the country context within which the project occurs. The national IPV prevalence is compared with the regional average as per WHO regional estimates (2013). To assess the risk, higher risk is where national IPV prevalence is above the regional average² and lower risk is where national IPV prevalence is below the regional average (Figure A3.1). Section A will be pre-populated to provide context for Task Teams on the country’s commitment to gender equality and national incidence of violence.

Figure A3.1: SEA/SH Risk Assessment Tool Section A - Country Context – Questions 1-13

Item Number	P# Here:								<--TTLS: Fill out the cells in yellow
	Project Name Here								
	Characteristic	Measure	Rating	Numeric Rating	Possible scoring	Low Score	Medium Score	High Score	Notes or Comments from individual(s) completing worksheet
Section A: Country Context									
Country-level violence background									
1	Prevalence intimate partner violence (select the country then in the 'Common Indicators' tab and scroll to "Physical or sexual violence by a husband/partner")				Higher Risk is having IPV prevalence above regional average per DHS data (see next tab). Lower Risk is having IPV prevalence below the regional average per DHS data (see next tab).	0		0.5	..
2	Prevalence of any form of sexual violence (select the country then in the 'Complete List' tab and click the "Domestic Violence" tab. Select the "Experience of sexual violence" option, then select "Women who ever experience sexual violence" option)				Higher Risk is having a sexual violence prevalence above regional average per DHS data (see next tab). Lower Risk is having a sexual violence prevalence below the regional average per DHS data (see next tab).	0		1.0	..
3	Prevalence of child marriage (defined as marriage before exact age 18 reported by women)				Low prevalence 0-23.9 Medium prevalence 24-36.9 High prevalence 37-100	0	0.5	1.0	..
4	State Department Trafficking in Persons report (Tier 1-3, with one low and 3 high risk)				Higher risk is Tier III and Tier II watch list Medium risk is Tier II Lower risk is Tier I	0	0.25	0.5	..

- Task Teams fill out Section B, on project-related risk factors and vulnerabilities for SEA/SH (Figure A3.2). For example, the tool contains an indicator on the level of infrastructure construction to capture whether the project includes any infrastructure construction or upgrading, as such projects can change the community’s landscape and use of space, social dynamics, and labor influx, and can affect the safety of workers involved in the construction as well as of women, girls and boys using or living in the surrounding areas. Higher risk is where there are major or substantial construction works, while lower risk would have small amounts of construction work.

² Per WHO 2013.

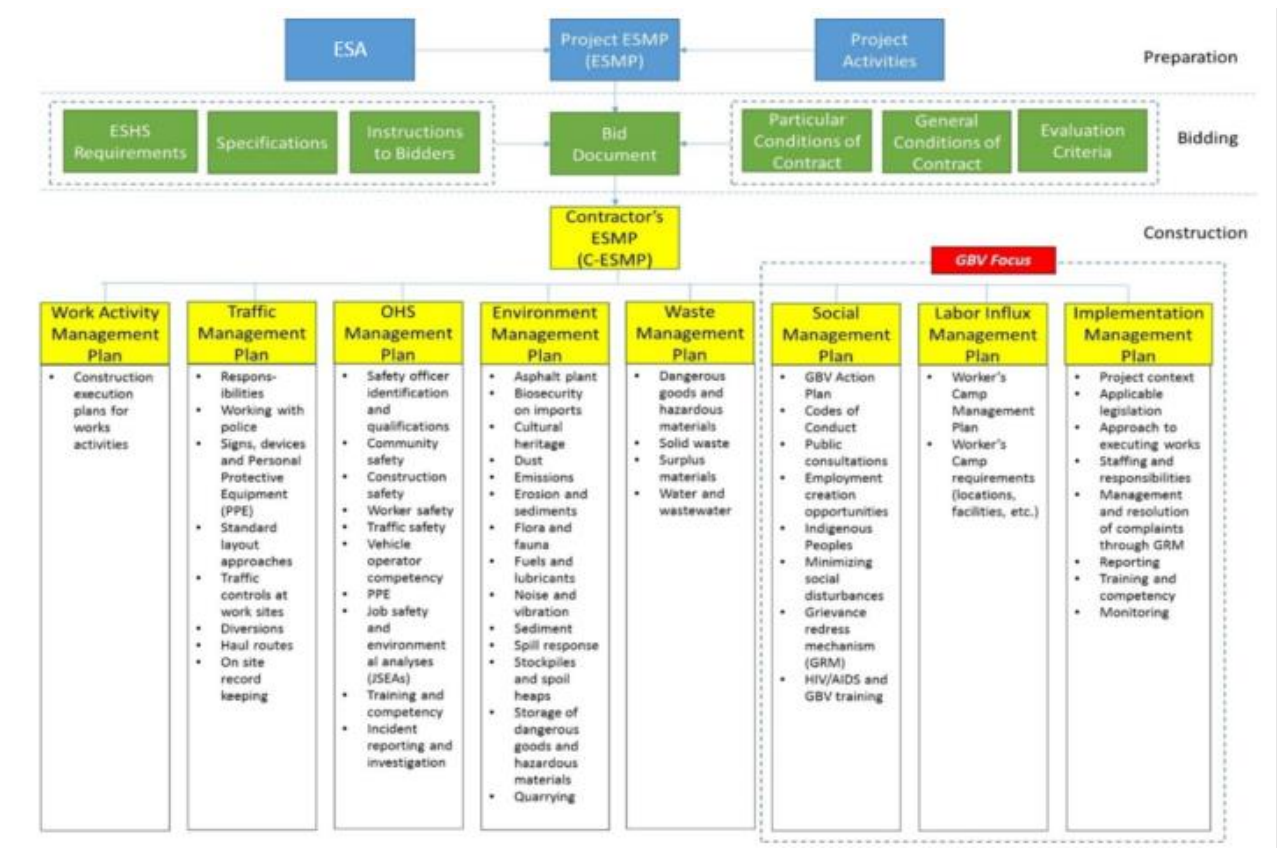
Figure A3.2: SEA/SH Risk Assessment Tool Section B - Project Context – Questions 14-25

Section B: Project Context								
14	<p>Is project in a humanitarian area of the country? Go to Country in the "Countries" tab--> click on Map of the country and view "Maps & Infographics section" and "Updates" for latest humanitarian and emergency situation.</p>				<p>Higher risk is humanitarian or emergency situation in project area Lower risk is no presence of humanitarian or emergency situation in project area</p>			
15	<p>How much infrastructure construction, upgrading or rehabilitation does your project entail? (major = higher risk, medium = medium risk, small amount=lower risk)</p>				<p>Higher risk is major rehabilitation and construction Medium risk is moderate rehabilitation and construction Lower risk is low rehabilitation and construction</p>			
16	<p>According to the guidance from the labor influx note, rate your project as high, medium or low risk related to the level of labor influx. If there is no labor influx, choose the low risk option. This determination is a self-judgement based on project parameters, using the labor influx note guidelines.</p>				<p>Higher risk can be associated with large number of workers, small remote community (low absorption capacity)/context with pre-existing social conflicts, high prevalence of GBV, weak law enforcement, presence of specific marginalized, vulnerable, ethnic groups, etc.</p>			

ANNEX 4: Addressing SEA/SH in the Contractor's ESMP

- As described in Chapters 3 and 4, the project's ESMP contains elements to address SEA/SH risks. [Figure A4.1](#) shows the overall process from preparation through to construction.

Figure A4.1: Managing Environmental and Social Risk from Project Preparation to Construction



- During preparation, the ESA (if prepared) and project ESMP are prepared by the Borrower, publicly consulted on, reviewed and cleared by the World Bank, and publicly disclosed. The Borrower is required to implement the project ESMP as part of the World Bank's Financing Agreement with the Borrower. The project's ESMP principles are embodied in the project's ESHS requirements and specifications, along with the other procurement-related elements that form the bidding documents, with the project ESMP often included as part of the bidding documents.

3. In the bid, contractors have to provide a number of management plans¹ and these ultimately become part of the C-ESMP which the contractor must follow during civil works. The management plans will vary depending upon the nature of the projects, but SEA/SH needs to be included as appropriate.
4. The C-ESMP is the plan prepared by the contractor outlining how it will implement the works activities in accordance with the ESMP's requirements and in accordance with the contract. The development of an effective C-ESMP is a cornerstone for addressing SEA/SH, and more broadly the ESHS risks, during implementation. Contractually, the contractor must follow the C-ESMP, which is why it is important that the C-ESMP build upon the findings and proposed measures identified in the project ESA and ESMP.
5. The C-ESMP should include:
 - **Implementation of SEA/SH Action Plan and Accountability and Response Framework:** As described in Chapter 3, this is the detailed plan by which the contractor will implement the SEA/SH measures outlined in the project ESMP;
 - **Code of Conduct:** The agreed CoC to address behavior which will be used on the project for the contractor's workers, including sub-contractors and suppliers;
 - **Training Plan:** The plan for training workers on SEA/SH;
 - **Community Consultation Plan:** The strategy by which—in consultation with the IA—the communities adjoining the project will be advised on the project activities, how to make complaints, and what GBV support services are available; and
 - **Labor Influx Management Plan:** Should the project involve the influx of labor, how this influx will be managed—particularly to address SEA/SH risks.
6. To ensure that the SEA/SH risks are managed, it is important that:
 - The contractor prepares the C-ESMP in accordance with the requirements of the project ESMP. The C-ESMP should provide a detailed explanation of how the contractor will comply with the project's E&S requirements (embodied in the ESMP) and demonstrate that sufficient funds are budgeted for that purpose.
 - The contractor not carry out **any** works, including mobilization and/or pre-construction activities (e.g., limited clearance for haul roads, site access and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and

¹ As part of the bid, the contractor submits management strategies, implementation plans, and a CoC. The contractor also submits, on a continuing basis, for the engineer's prior approval, such supplementary management strategies and implementation plans as are necessary to manage the ESHS risks and impacts of ongoing works. These management strategies and implementation plans collectively comprise the C-ESMP.

borrow pits), unless the supervising Engineer² is satisfied that appropriate measures are in place to address SEA/SH risks and impacts through the C-ESMP.³

- Public consultations be held on the C-ESMP, with the active participation of the contractor⁴ and the supervising Engineer’s E&S specialist. These consultations must be well documented and include separate consultations with women and girls.
 - The World Bank’s E&S and technical specialists review the C-ESMP and provide the Bank’s technical “no objection” to it being used.⁵
 - The C-ESMP be publicly disclosed on the Borrower’s project web site, and at other local locations.⁶
7. The approved C-ESMP should be reviewed periodically (typically not less than every six months), and updated in a timely manner, as required, by the contractor so that it contains measures appropriate to the works activities to be undertaken. The updated C-ESMP is subject to prior approval by the supervising Engineer, and ideally redisclosed on the IA’s web site.
8. The C-ESMP must include specific prevention and mitigation measures based on the ESMP, the final project design, the proposed construction method statements, the nature of the project site, etc. As shown in [Figure A4.1](#), the C-ESMP should include specific management plans addressing the various risks of the project. SEA/SH is usually addressed as part of the overall “Social Management Plan,” which identifies how to manage the impact of the project on the local community and workers.⁷ For High-risk situations, the C-ESMP should include a labor influx plan to manage the impacts of labor influx on communities, especially with regard to SEA.⁸

² Under the FIDIC contract, which is commonly used for supervising civil works financed by the World Bank, the “Engineer” is the client’s representative who is responsible to watch and supervise works, and test and examine materials to be used and workmanship employed in connection with the works. As part of the supervision team, there is the appointed “engineer,” who is often supported by “resident engineers” in the field. Other members of the supervision team include E&S specialists.

³ With the agreement of the client and engineer, a phased C-ESMP may be prepared addressing specific agreed activities (e.g., mobilization). However, mobilization should not commence until GBV and labor influx management elements of the C-ESMP have been approved.

⁴ Wording such as this should be included in the bidding document: “The Contractor shall participate in public consultations on the C-ESMP by attending public meetings at its own expense as requested by the Engineer to discuss the C-ESMP or any other aspects of the project’s environmental and social compliance of interest to the public.”

⁵ While this is not a required Bank policy, it is good practice.

⁶ Based on advice from the Legal Vice Presidency, while the project ESMP is disclosed by the World Bank through the external website, this should not be done for the C-ESMP.

⁷ Templates and examples of SEA/SH Action Plans for projects according to SEA/SH risk rating are available through GBV focal points and on the WBG GBV intranet page:

<https://worldbankgroup.sharepoint.com/sites/WBGender/sitepages/publishingpages/information-about-sexual-exploitation-abuse-and-harassment-in-world-bank-operations-03172021-112450.aspx>

⁸ Contact GBV Focal Points for example ESMPs: <https://radweb.worldbank.org/gendersea/process-and-resources>

ANNEX 5: Working with GBV Service Providers

1. One of the most effective ways of addressing SEA/SH lies in working with GBV service providers and community organizations that are able to support the project in addressing any cases of SEA/SH, as well as helping to understand increased risks and proactively prevent SEA/SH. Prior to project appraisal, teams therefore need to identify organization(s) (e.g., NGOs and local institutions) who are trusted by the local community and are working on GBV prevention and response. In areas with high GBV prevalence, there may already be an existing mapping of GBV prevention and response actors in a given community. Coordination with local women’s organizations, child safeguarding organizations, government stakeholders (e.g., Ministry of Women’s Affairs, Ministry of Health, etc.) and UN agencies is essential.
2. GBV service providers for survivors of SEA/SH should be identified in accordance with [international standards that articulate a minimum basic package of services](#), ideally including case management support, health services, psychosocial support, police support and security, access to legal services, and shelter, if needed. When identifying GBV service providers, the quality of service provision should be a key consideration.
3. In keeping with a survivor-centered approach, accessing services should be the choice of the survivor. Access to police and justice services should be made available should the survivor choose to pursue charges through the local justice system.
4. It is important to map community organizations working on women’s and girls’ rights as they may be both entry points to services for survivors and useful allies for awareness-raising activities around the CoCs. When identifying community-based organizations, Task Teams can look for those with experience working with the local population to address the root causes of GBV by providing livelihood support or by implementing community-based interventions to challenge the norms and attitudes that underlie GBV. These two activities fall under the broad categories of GBV prevention and response.
5. The activities that GBV service providers provide a project depend upon the risk level. These can include the following:
 - Undertaking a community mapping of GBV risk “hot spots” and vulnerable target groups⁹ that may be most susceptible to SEA/SH;
 - In consultation with the IA, on the basis of the community mapping, identifying the specific SEA/SH mitigation activities to be undertaken to address SEA/SH risks (see Chapter 2 for the types of risks to be considered);

⁹ For example, young women, aged 13-25 – specifically targeting school-aged girls and youth groups; young women, aged 25-35; young men, aged 14-25, school-aged boys and men who have sex with men; and commercial sex workers (particularly for HIV/AIDs).

- Providing services to survivors and/or becoming a victim advocate/victim accompanier, or undertaking case management organization. If required and in High-risk situations, the project should equip this organization with funds that will enable it to facilitate access to timely, safe and confidential services for the survivor (including money for transportation, documentation fees, and lodging if needed);
 - Providing training related to ensuring knowledge of standards laid out in the CoC and services that are available for survivors;
 - Ensuring that the project has “safe spaces” where survivors can report allegations of SEA/SH to trained personnel;
 - Raising awareness about the existing GM and supporting the development of a SEP; and
 - Channeling complaints to the GM (see separate note on GMs for SEA/SH in World Bank-financed projects).
6. **Contracting the GBV service provider.** Experience has shown that the most effective approach is for the IA to hire the GBV service provider. Among the advantages of this approach are:
- The same GBV service provider can be used for multiple contractors, which is not only more cost effective, but also helps ensure consistent provision of services across the project.
 - The GBV service provider can be contracted and mobilized well in advance of the contractor, thereby avoiding any risk of gaps in support during the initial stages of the project.
 - Having the GBV service provider report directly to the IA will make it easier to ensure quality control and consistency of service delivery.
7. Ideally the GBV service provider would also cover HIV/AIDS support services—but not all have the capabilities to do so. In High SEA/SH risk contexts, it may be advisable to put a GBV service provider/NGO under contract to the IA to provide a range of SEA/SH mitigation services throughout the life of the project, as well as case referral services if cases of SEA/SH arise under the project. In other (somewhat less risky) circumstances, it may be more appropriate to require the IA to hire a fulltime GBV specialist (typically as part of its PMU) to ensure the provisions are being adhered to appropriately.
8. Sample TOR are available on the WBG GBV Intranet page (both for GBV service providers/NGOs and for GBV specialists hired by the IA):

<https://worldbankgroup.sharepoint.com/sites/WBGender/sitepages/publishingpages/information-about-sexual-exploitation-abuse-and-harassment-in-world-bank-operations-03172021-112450.aspx>

ANNEX 6: Using Technology to Address SEA/SH

1. There are several ways technology can be used to raise awareness of SEA/SH, help mitigate SEA/SH risks, and enable better monitoring and response to SEA/SH allegations. It is important to note that social media should **not** be used, e.g., for monitoring or as an alert mechanism, as confidentiality and security of SEA/SH survivors is paramount. Some examples of technologies that have been developed externally and by World Bank Task Teams include those in the following paragraphs.
2. **Great Lakes Trade Facilitation Project: Leveraging technology to measure and monitor SEA/SH risks.** Small-scale cross-border trade is a key source of livelihoods for many in the developing world. In Sub-Saharan Africa, the vast majority of those traders are women. Every day, they cross borders multiple times to trade in goods and also services, facing risks of abuse and exploitation including SH and other forms of GBV. In response to such challenges, the World Bank is currently supporting various measures, including the implementation of the “Great Lakes Trade Facilitation Project” (GLTFP). Active at selected borders between the Democratic Republic of Congo, Rwanda, and Uganda, and with plans for extensions to others in Burundi, Tanzania, and Zambia, the intervention aims at facilitating small-scale cross-border trade through infrastructural improvements, policy and procedural reforms, capacity building, and awareness-raising, along with other measures to improve behavior at target border locations and to prevent and mitigate SEA/SH risks. Some GLTFP measures rely on state-of-the-art technology. In each target country, for instance, the project supports the establishment of national toll-free phone line systems to allow traders, and especially women, to anonymously report abuses suffered at the border, both via SMS and voice calls, using basic GSM handsets with no access to the internet. Reports are then automatically stored in and processed by a cloud-based, open-source platform, and subsequently visualized on a website available in two versions: one open to the public, providing details and updates on the status of each issue, that can be used for monitoring and advocacy purposes; and a second, private and only accessible through log-in credentials, which offers selected stakeholders, e.g., border agencies, traders’ associations and civil society the opportunity to review and take action on the various issues reported by traders. In order to preserve their privacy and to minimize the risk of retaliation, the system is also designed in such a way that all reports are submitted and reviewed in total anonymity.
3. **SEA/SH module of the Grievance and Complaint Logging System:** The Grievance and Complaint Logging System (GCLS) is a free and open-source database system developed by the Pacific Transport team to receive and manage complaints. The system has an add-in module that allows survivors of SEA/SH to safely and securely submit their grievance through the project website. On the back end where complaints are processed, the name of the survivor and the grievance are encrypted and can only be accessed through a one-time access password that is sent to a pre-configured email address managed by the responsible grievance manager or GBV service provider. A copy of the anonymized complaint is also directly submitted to the responsible Task Team Leader.
4. **Road Safety app:** [A transport team in India](#) led the development of a Road Safety app which has a special focus on women’s safety. The road safety solution comprises two parts: (i) a mobile app for citizens; and (ii) a control room application for road safety authorities. The mobile app is used by citizens to alert friends and authorities when in need. It has an easy-to-use interface, from which a person who has met with an accident or is a victim of a street crime can choose the appropriate

option, with immediate alerts sent to the relevant nearby authorities and to a pre-configured set of family members. In case of allegations of stalking where it may not be possible to open the app on the mobile or where using a mobile phone will increase risk, the team developed an option whereby women can press a button on a smart amulet (that can be worn conspicuously as a piece of jewelry) to trigger the alert.

5. **Circle of 6:** “Circle of 6” is an app that lets users choose six trusted friends to add to a “circle” to whom the user can automatically send a pre-programmed SMS alert message with the user’s location when in a risky or uncomfortable situation. In dangerous and critical situations there are also two pre-programmed national hotlines or local emergency numbers which are called.
6. **myPlan App:** The “myPlan” is a mobile app to help with safety decisions if a person is experiencing abuse in an intimate relationship. Through the password-protected app, a set of personalized questions are asked of survivors to provide guidance on different options available to them to protect themselves.

ANNEX 7: SEA/SH Training Programs

1. There are some key principles that should be considered when developing SEA/SH training programs:
 - **Who:** The SEA/SH training program should be aimed at the target groups identified in the SEA/SH Action Plan. Typically, these are: (i) workers, both from the contractor and sub-contractors; (ii) consultants, such as the supervising Engineers or others working in the project area; and (iii) IA staff involved with the project. Managers are particularly important to train as they have the responsibility for ensuring compliance of staff with the CoCs as well as implementing sanctions for non-compliance. Training on SEA/SH should also be done within the project's adjoining communities and will need to be designed in an age-appropriate manner and format when children are included in outreach activities.
 - **When:** All employees should attend an induction training course prior to commencing work on site to ensure they are familiar with the company's commitments to address SEA/SH, and the project's SEA/SH CoC. The sanctions embodied in the CoC need to be clearly explained. It should be noted that the induction course will need to be repeated on a regular basis as new staff start on the project.
 - **How Often:** It is recommended that all employees attend a mandatory training course (no more frequently than monthly) for the duration of the contract starting from the first induction training prior to commencement of work to reinforce the understanding of the project's SEA/SH goals.
2. At a minimum, training should include (see examples of actual training courses at the end of this annex):
 - Definition of SEA/SH, and how the project can induce or exacerbate SEA/SH;
 - Roles and responsibilities of actors involved in the project (the standards of conduct for project staff should be captured in the CoC);
 - Case-reporting mechanism, accountability structures, and referral procedures within agencies and for community members to report cases related to project staff;
 - Services available for survivors of SEA/SH; and
 - Follow-up activities to reinforce training content.
3. Managers will require additional training to ensure that they are familiar with their roles and responsibilities in upholding the SEA/SH CoC. Managers should be required to attend and assist project-facilitated training courses for all employees. Ideally, managers should introduce the trainings and announce the learning evaluations, which should include questions on training quality and suggestions on improving the effectiveness of training. This will help ensure that staff see the importance of the training activities.
4. The project will also need to train:
 - The GM operator on how to handle GBV complaints in a survivor-centered manner and in line with the best interests of the child approach; and

- Any focal points that are part of the SEA/SH resolution mechanism will need training on empathetic and non-judgmental listening, and specific considerations when engaging with child survivors.

Case Study 1: GBV Training in Uganda

In Uganda, a Bank team trained 55 representatives from various government ministries and agencies—ministries such as Energy, Transport, Urban, Education, and Gender, Labor, and Social Development, in April 2017. The two-day training had two goals: the first was to expand the capacity of World Bank staff and their counterparts to address the important issues of GBV within IPF involving major civil works; and the second was to enable the workshop’s participants to develop roadmaps for concrete action, using guidance and recommendations found in the [Violence Against Women and Girls Resource Guide](#).

The workshop included having participants address the ecological model for partner violence, using group discussions and “Post-It Notes” to identify key risk factors that intersect with the projects their ministries head. Groups discussed how early marriage, poverty, the lack of land titles, low literacy rates, cultural beliefs, and harmful norms could all be risk factors and drivers of GBV operating in their project-affected communities.

Participants were also given an overview of the [Violence Against Women and Girls Resource Guide](#), which explains how to initiate, integrate, and innovate on measures to prevent and respond to violence against women and girls. Working in groups by sector, participants applied these and other tools to develop roadmaps for different government agencies to use in the implementation of GBV Action Plans, focusing on:

- Working with contractors to prevent SH in the workplace (as well as within the agency and the contracting firms) and other forms of GBV in the project-affected communities (for example, through CoCs);
- Strengthening GMs and other monitoring mechanisms to provide safe and ethical reporting systems for people wishing to report cases of GBV, and their linkage with adequate response; and
- Promoting interventions to reduce the level of tolerance to GBV by contributing to community mobilization around project sites, including the use of partnerships with NGOs, national and local authorities and other leaders.

Participants concluded that all projects need to guard against GBV. During the sessions, participants opened up about their personal and professional journeys toward a better understanding of the significance of GBV. One participant, a transport engineer, said he had come to realize his job was not only about building roads, it was also about understanding the impact a project had on the communities around the project site, and about managing social risks, especially for women and children. Since the training several agencies have proactively incorporated activities to mitigate the risk of GBV their projects may exacerbate. For example, the Ministry of Energy has asked workers to sign a CoC and reinforces the messaging of the CoC in daily toolbox meetings. Moreover, the ministries are not just seeing their operations as a potential for increasing risks of GBV, they are approaching GBV as an area where they can contribute to positive change and are committed to playing a part in the elimination of violence against women and girls in Uganda.

Vanuatu - Half Day Manager’s GBV Training Program

Time	Topics	Group Work/Tools to Train
0800- 0830	Welcome	<ul style="list-style-type: none"> Opening of training, and introduction of program and participants
0830-0930	Role of a Manager while in Vanuatu Role of a Leader	<ul style="list-style-type: none"> Each manager writes thoughts and sticks notes on butcher paper Discussion
0930-1000	Code of Conduct, do we understand it?	<ul style="list-style-type: none"> Have copies available, and read through Code of Conduct and Action Plan Re-enforce the Code of Conduct - Highlight the role of a leader, emphasize role for the safety and protection of workers against abuse and exploitation and from exploiting and abusing others What are the organizational responsibilities? Managers are not meant to be police officers and do not have to fill that role. Goal is to promote a positive, safe and respectful work environment and surrounding
1030-1230	CARE of Staff: Violence Against Women and Children (VAWC), Child Sexual Abuse, Exploitation	<ul style="list-style-type: none"> Group work on planning a Response Protocol for what a Manager will do if abuse has taken place by one staff, or on one staff Print out Vanuatu Women's Centre (VWC) and GM referral pathways chart and distribute to managers

Vanuatu - Full Day Worker’s GBV Training Program

Time	Topics	Group Work/Tool to Train
0800-0830	Welcome	<ul style="list-style-type: none"> Short word of welcome Participants Introduce themselves All participants fill out pre-training baseline survey (only for induction sessions)
0830-0930	Understanding Gender &	<ul style="list-style-type: none"> PowerPoint slide on referral pathways from VWC Research Results of 2009 on “Women’s Lives & Family Relationships”

	Violence Against Women in Vanuatu	<ul style="list-style-type: none"> • One of the following exercises: <ul style="list-style-type: none"> - Group Work: Perception of Women & Men in Vanuatu - Group Work: Power Dynamics (Tool 17 from Road to Good Health)
0930-1045	Types of Violence against Women and Children	<ul style="list-style-type: none"> • Definitions of the types of violence – GBV, VAC, Domestic Violence (DV)/IPV, Family and Sexual Violence (FSV) <ul style="list-style-type: none"> - Rape - Sexual assault (including transactional sex) - Physical assault - Emotional/psychological assault (withholding resources) - Sexual harassment - Cover the definitions used in Codes of Conduct and Vanuatu • Group Work: Norms and social acceptance of violence - Impacts of GBV/FSV, VAWC and DV/IPV on Offender, Victim/Survivor, their Family, Community – how this leads to a culture of violence
1045-1100 Tea Break		
1100-1130	Understanding Laws: Family Protection Act and Penal Code	<ul style="list-style-type: none"> • What is consent? National and international laws on consent and legal age to give consent. Code of Conduct stance on consent • Penal Code and Family Protection Act, Application for Family Protection Orders (FPO)
1130-1200	The GM and Reporting Cases	<ul style="list-style-type: none"> • How to use the GM for reporting cases: How and who can you report to? VAIP, VPMU, VWC, police, etc. • Accountability and confidentiality of all reporters and survivors
1200-1230	VWC Services	<ul style="list-style-type: none"> • Linkages to Code of Conduct • VWC Counselling & Support Services – How to seek help and/or refer people to VWC • Services provided by VWC for survivors of violence • What other support services exist in Port Vila?
1230-1330 Lunch Break		
1330-1415	GBV and VAC Codes of Conduct	<ul style="list-style-type: none"> • Code of Conduct: Do we understand it? Questions on Codes of Conduct?

		<ul style="list-style-type: none"> • Read through copies of Codes of Conduct and ensure participants understand it • Potential sanctions and penalties
<p>1415-1445</p>	<p>Summarize, Evaluation and Close</p>	<ul style="list-style-type: none"> • Open forum to summarize and reflect on training • Workshop Evaluation (after every session) • Evaluation through post-training survey (only before worker leaves project) • Closing

7.8 Annex 8: Initial consent form

Initial Consent for the Rehabilitation of a Property

Beirut Housing Rehabilitation and Cultural Heritage and Creative Industries Recovery Project "BERYT"

We, the undersigned, in our capacity as owners and usufruct holders of plot No. _____ of _____ cadastral zone, express our desire and initial consent to rehabilitate the aforementioned property affected by the 4 August 2020 explosion, benefiting from Beirut Housing Rehabilitation and Cultural Heritage and Creative Industries Recovery Project ("BERYT") implemented by the United Nations Human Settlements Programme ("UN-Habitat").

In this respect, we affirm our knowledge of the general objectives of the project which aims to rehabilitate a number of buildings affected by the explosion, revive the urban fabric of the affected areas, and secure the right to adequate housing. In this regard, we express our initial consent and commitment to the following:

- 1) Our consent to execute the rehabilitation works and all that relates to or derives from these works by the contractors, engineers, consultants and all other entities and people recruited by UN-Habitat, and our commitment to allow them to execute all necessary works on the property throughout the period of the rehabilitation works;
- 2) Our commitment to ensure that the building remains vacated by people and from all material contents throughout the period of rehabilitation works, unless it is found, based on the opinions of the technical people mentioned in section (1) above, that there is no need to do so on the level of safety standards and if the nature of the rehabilitation works will not pose any danger to the contents of the building/or to the people residing there;

موافقة مبدئية لإعادة تأهيل عقار

مشروع إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت "BERYT"

نحن الموقعون أدناه، بصفتنا مالكي وأصحاب حق الانتفاع في العقار رقم _____ من منطقة _____ العقارية، نبدي رغبتنا وموافقتنا المبدئية على إعادة تأهيل العقار المذكور والمتضرر جراء انفجار 4 آب 2020 عبر الاستفادة من مشروع إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية في بيروت ("BERYT") المنفذ من قبل برنامج الأمم المتحدة للمستوطنات البشرية ("UN-Habitat").

وفي هذا الإطار، نؤكد علمنا بالأهداف العامة للمشروع الرامي إلى إعادة تأهيل عدد من المباني المتضررة جزاء الانفجار وإحياء النسيج العمراني في المناطق المتضررة وضمان الحق في السكن اللائق. وفي هذا السياق، نبدي موافقتنا والتزامنا المبدئيين بما يلي:

- 1) موافقتنا على إجراء أعمال إعادة التأهيل وكافة ما يرتبط بها أو يتفرع عنها من قبل المتعهدين والمهندسين والاستشاريين وسائر الجهات والأشخاص الذين يجري الاستعانة بهم من قبل البرنامج، والتزامنا بالسماح لهؤلاء بإجراء الأعمال اللازمة في العقار طيلة فترة أعمال إعادة التأهيل؛
- 2) التزامنا بضمان بقاء البناء خالياً من الأشخاص ومن المحتويات المادية طيلة فترة أعمال إعادة التأهيل، ما لم يتبين بالاستناد إلى آراء الجهات الفنية المذكورة في الفقرة (1) أعلاه، عدم الحاجة إلى ذلك على مستوى معايير السلامة وإذا كانت طبيعة أعمال إعادة التأهيل لن تشكل أي خطر على محتويات البناء أو على الأشخاص المقيمين فيه؛

- 3) Our commitment to not demolish the building, alter it, change its specifications or exterior appearance after rehabilitation, change its type of use, arrange future rights or burdens burdening it, sell it, assign it in any way, transfer it to others, or assign the usufruct right for a period of nine (9) years starting from the date of completion of the rehabilitation works. The condition of not selling or assigning or transferring the property does not apply to the arrangements among the owners themselves or towards their heirs or relatives of ascendants, descendants, brothers, sisters, and spouses, provided that the successor is committed to all the obligations that the predecessor has committed to in order to benefit from the project;
- 3) التزامنا بعدم هدم البناء أو تحويله أو تغيير مواصفاته أو الشكل الخارجي له بعد إعادة التأهيل أو تغيير وجهة استعماله أو ترتيب حقوق أو أعباء لاحقة مثقلة له أو بيعه أو التنازل عنه بأي شكل أو نقله للغير أو التنازل عن حق الانتفاع فيه وذلك لمدة تسع (9) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل. لا يطبق شرط عدم بيع العقار أو التنازل عنه أو نقله للغير على الترتيبات فيما بين المالكين أنفسهم أو تجاه ورثتهم أو تجاه أقاربهم من أصول وفروع وأشقاء وشقيقات وأزواج وزوجات شرط التزام الخلف بكافة موجبات السلف التي جرى الالتزام بها من قبل هذا الأخير للاستفادة من المشروع؛
- 4) **If the owners or usufruct owners occupy dwellings in the building:** our commitment to return to our homes and to live in them for at least six (6) years from the date of completion of the rehabilitation works;
- 4) **في حال كان المالكون أو أصحاب حق الانتفاع يشغلون مساكن في البناء:** التزامنا بالعودة إلى مساكننا وبالسكن بها لمدة ست (6) سنوات على الأقل من تاريخ الانتهاء من أعمال إعادة التأهيل؛
- 5) **If there are tenants or occupants of residential units in the building (other than owners and usufruct owners):** our commitment to ensure the return of tenants and occupants of residential units to their homes and the continuity of their right to housing under the same terms and conditions for at least three (3) years from the date of completion of the rehabilitation works, provided that the necessary arrangements are made to guarantee this right, taking into account all current and future laws, agreements and judicial decisions in the event that they contain more favourable terms or conditions for tenants and occupants of residential units;
- 5) **في حال كان ثمة مستأجرين أو شاغلي وحدات سكنية في البناء (من غير المالكين وأصحاب حق الانتفاع):** التزامنا بضمان عودة هؤلاء إلى مساكنهم واستمرار حقهم في السكن فيها بالشروط نفسها لمدة ثلاث (3) سنوات على الأقل من تاريخ الانتهاء من أعمال إعادة التأهيل، على أن يصار إلى إجراء الترتيبات اللازمة التي تركز هذا الحق، مع مراعاة كافة القوانين والاتفاقات والقرارات القضائية الحالية واللاحقة في حال كانت تتضمن شروطاً أو أوضاعاً أكثر فائدة للمستأجرين و شاغلي الوحدات السكنية؛
- 6) **If there are tenants or occupants of non-residential units (commercial or any other non-residential use) in the building (other than owners and usufruct owners):** our commitment to ensure the return of these tenants and occupants of non-residential units to their units upon completion of the rehabilitation works;
- 6) **في حال كان ثمة مستأجرين أو شاغلي وحدات غير سكنية (تجارية أو لاستعمالات أخرى غير سكنية) في البناء (من غير المالكين وأصحاب حق الانتفاع):** التزامنا بضمان عودة المستأجرين و شاغلي الوحدات

هؤلاء إلى وحداتهم وذلك عند الانتهاء من أعمال إعادة التأهيل؛

- 7) **If there are vacant residential units in the building:** our commitment to make available housing in a number of the aforementioned residential units for low or middle-income families in need of housing for at least three (3) years from the date of completion of the rehabilitation works and the start of occupancy in accordance with specific objective criteria set by UN-Habitat and in return for rental allowances commensurate with these families' conditions.

(7) **في حال كان ثمة وحدات سكنية شاغرة في البناء:** التزامنا بإتاحة السكن في عدد من الوحدات السكنية المذكورة لأسر محدودة أو متوسطة الدخل وذات حاجة للسكن وذلك لمدة ثلاث (3) سنوات على الأقل من تاريخ الانتهاء من أعمال التأهيل وبدء الأشغال ووفق معايير موضوعية محدّدة يضعها البرنامج ومقابل بدلات إيجار تتناسب وأوضاع تلك الأسر.

We confirm that all the information provided in this document, in addition to the information and documentation provided at earlier stage to UN-Habitat or to any representative of the BERYT project officially assigned by UN-Habitat, including the information and documentation provided during the socio-economic and legal survey, is correct and truthful.

هذا ونؤكّد على أن المعلومات الواردة في هذا الكتاب، فضلاً عن المعلومات والمستندات التي جرى في وقت سابق تزويد البرنامج بها أو تزويد أيّ ممثل لمشروع BERYT معتمد رسمياً من قبل البرنامج بها، بما في ذلك المعلومات والمستندات التي جرى تزويدها خلال المسح الاجتماعي-الاقتصادي والقانوني، هي صحيحة وصادقة.

Noting that we are fully aware that the submission of this document does not confer its signees any automatic right to obtain funding for rehabilitation works or to carry out such works or any other right of any kind, and that it is up to UN-Habitat to assess and approve the matter of rehabilitation and to determine its cost cap, based on social, technical and legal data and findings.

مع الإشارة إلى علمنا التام بأن تقديم هذا الكتاب لا يولي موقعه أيّ حقّ لجهة الاستحصال حكماً على تمويل لأعمال إعادة التأهيل أو القيام بتلك الأعمال أو أيّ حقّ آخر من أيّ نوع كان، بحيث يعود للبرنامج أمر تقدير وقبول موضوع إعادة التأهيل وتحديد سقف كلفته في ضوء المعطيات والخلاصات الاجتماعية والفنية والقانونية.

Accordingly, we grant our initial consent for the rehabilitation of the property, provided that the rehabilitation works shall commence only in case of approval by UN-Habitat, and after granting our final consent at a later stage which shall include the signature of requested documents and of the necessary contracts with related parties guaranteeing their right to housing, as well as obtaining the necessary administrative permits to carry out the rehabilitation works.

بناءً عليه، نمنح موافقتنا المبدئية على إعادة تأهيل العقار، على أن يصار إلى المباشرة بإعادة التأهيل فقط في حال قبول البرنامج، وبعد منح موافقتنا النهائية في وقت لاحق والتي تشمل التوقيع على الأوراق المطلوبة وعلى العقود اللازمة مع ذوي العلاقة ضماناً لحقّهم في السكن، ناهيك عن الاستحصال على التراخيص الإدارية اللازمة للقيام بأعمال إعادة التأهيل.

We also acknowledge that we have read this letter and fully understood the terms and conditions contained herein, and that we have signed it and approved its content of our own free will after taking reasonable time to determine whether this signature is in our own best interest and having the opportunity to consult whomever we deem appropriate in this respect.

Beirut, DAY/MONTH/YEAR

Names and signatures

كما نقرّ بأننا اطّلعتنا على هذا الكتاب مع إدراكنا الكامل للبنود والشروط الواردة فيه، وأننا وقعنا عليه ووافقنا على مضمونه بملء إرادتنا بعد أخذ الوقت الكافي لتقرير ما إذا كان هذا التوقيع يصب في مصلحتنا والحصول على الفرصة لاستشارة من نراه مناسباً بهذا الخصوص.

بيروت في اليوم/الشهر/السنة

الأسماء والتواقيع

7.9 Annex 9: Survey used in unstructured interviews

Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery Project “BERYT”

Consultations methodology to mitigate the social and environmental impacts during the Housing rehabilitation process

Objective: These consultations aim to engage the community groups that will be directly affected by the rehabilitation works and assess its environmental and social impact on the surroundings.

Target group: The field team will visit the building to be rehabilitated and define the direct affected area by the rehabilitation, and accordingly determine the target groups that meet the following criteria:

- Residential buildings located within a radius of 25 meters from the building to be rehabilitated, whereby at least two families should be interviewed within each building, provided that the total number of families interviewed constitutes a representative sample of approximately 20%, taking into account the inclusion of most vulnerable groups, including the elderly and persons with special needs.
- The economic activities located on the main streets within a radius of 100 meters from the building to be rehabilitated. The economic activities include but not limited to shops, gas stations, parking lots, schools, hospitals, etc. A minimum of five to ten interviews must be conducted.

Note: Each interview must be located on the map and given a code/number that matches the code that will be recorded in the interview report. In addition to specifying the vehicular direction, and indicating the presence of any rehabilitation/construction activity in the same area.

Consultations topics:

- Solid waste (production and accumulation of waste in and/or around the area of construction, the spreading of waste due to the rain, etc.)
- Air pollution (dust emissions, machineries’ smoke, odors of paint and lime, etc.)
- Noise and disturbance (cracking, excavation work, huge machineries sound, etc.)
- Public safety (falling of rubble, risk of falling in unprotected pits, SEA/SH risks, etc.)
- Traffic (blockage of road when unloading works supplies, negative impact on the vehicular mobility, difficult access to the buildings, etc.)
- Cultural heritage (change of building's/neighbourhood heritage features, etc.)
- Grievance mechanism

Interview format:

To obtain the required information, the field team will conduct unstructured interviews focusing on the aforementioned topics. The interview will take between 15 to 20 minutes, depending on each respondent. The interview starts by introducing the project and obtaining the consent of the respondent.

Introduction: *Good morning, my name is [...] (interviewer's name). I work with Al Makassed Association, and I am conducting this interview on behalf of UN-Habitat.*

Within the framework of Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery Project “BERYT”, building No. [...] has been selected to be rehabilitated in the coming months. In view of the proximity of your home/ shop to the construction site, which will stay for at least 12 months, we want to understand what in your opinion are the inconveniences that the rehabilitation works may cause and what measures we must take to avoid it.

Are you willing to participate in this interview?

Acknowledgment of consent:

- Yes
- No (if the answer is no, end the interview)

Interview report: The interview report should include the following information:

- Code: The code must match the number already added on the map
- Date and time of the interview
- Interviewer' name
- Respondent' name
- Respondent' profile: *ex. owner of a foodie restaurant, head of a family, mukhtar, head of a building committee, etc.*
- Age and gender
- A summary of the interview (the main problems/concerns + proposed mitigation measures)
- Photos (with the consent of the person/s)

Note: Please document the absence of any targeted group/person not available for the interview.

7.10 Annex 10: BMR methodology



Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery “BERYT” Component 1.2: Housing recovery – technical assistance for rental support

Proposed Methodology for Unfurnished Below Market Rate (BMR) Units

A. Introduction

Under the “Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery” (BERYT) project’s first component: “Housing Recovery”, subcomponent 1.1 addresses housing rehabilitation needs in the areas affected by the Beirut Port explosion, particularly buildings severely damaged and of heritage value while subcomponent 1.2 provides technical assistance for rental support. This includes providing: (1) support to beneficiaries (tenants and owners) of subcomponent 1.1 to resolve disputes and achieve long-term tenure security through rental agreements; (2) capacity development for renters, owners, and concerned institutions and groups in the targeted districts to increase the rental stock, secure renters’ rights and minimize eviction risk and; (3) affordable¹ (or Below Market Rate “BMR”) housing options for low-to-middle income families, particularly in residential units that were vacant before the explosion on 4 August 2020.

Ensuring the provision of affordable or Below Market Rate (BMR) housing units will be achieved by leveraging the rehabilitation works of previously vacant units² to rent them out at affordable rates to eligible families. This becomes a legal commitment on the part of the building owners immediately following the signature of the “*Owners and Usufruct Holders’ Deed of Commitments*”³ (Annex 1), particularly *Chapter 3- Article 12: Commitment of owners and usufruct holders to provide housing to low or middle-income families in need of housing.*

Within this context, this document outlines the key elements of the methodology developed by UN-Habitat to successfully implement this activity.

B. Methodology

This section outlines UN-Habitat's vision for addressing Below Market Rate rentals within the BERYT project, considering existing legal frameworks and market dynamics. It emphasizes UN-

¹ In Lebanon's complex economic landscape, establishing an accurate affordability index is challenging due to economic volatility and the absence of reliable benchmarks. With Lebanon's minimum wage set at around 20,000,000 LPP roughly equivalent to \$220, affordable rent, typically 30% of one's salary, amounts to 66 USD, significantly below market rates. Given the ambiguity of affordability indices, UN-Habitat has favored the adoption of the term "Below Market Rate" for units to be rented out by owners benefitting from rehabilitation from the BERYT project.

² Initially, buildings that were vacant prior the Beirut Port Explosion on 4 August 2020 were not included and considered ineligible to benefit from rehabilitation works under component 1 of the project; however, if they were later introduced and are now considered eligible as a result of the project's restructuring.

³ The Deed of Commitments is a document signed by the owners and usufruct holders which includes their undertakings towards UN-Habitat in order to benefit from the BERYT project in financing the rehabilitation of residential building affected by the Beirut Port Explosion on 4 August 2020.



Habitat's strategy for determining below market rental values and reaching out to families who may benefit from accessing these units.

Rental value identification: Rental agreements concluded as of July 23rd, 1992, are governed by Article 543 of the Code of Obligations and Contracts applicable on rental contracts after liberating contracts from rent control post 1992 (Law No. 159/92⁴). As a result, rental rates have become entirely market-driven, with limited to no real governmental intervention aimed at ensuring affordability or safeguarding tenants from eviction.

Following the onset of the economic crisis in 2019, rents initially began to rise in Lebanese pounds (LBP) but later transitioned to a gradual dollarization trend. Today, the housing market has almost entirely adopted the US Dollar as its currency, rapidly returning to pre-economic crisis price levels.

Subsequently, determining the Below Market Rate (BMR) value can only be achieved by conducting a survey of market rates for equivalent or comparable residential units within the same areas. The most practical approach for gathering these figures involves examining real estate broker websites and inquiring within the area to gather information about rental prices. Local partners⁵ and local authorities, such as the Public Corporation for Housing (PCH) and the Municipality of Beirut, will also be consulted in the process.

During the identification of buildings that are eligible for rehabilitation under subcomponent 1.1 of the BERYT project, UN-Habitat has identified vacant units and commenced negotiations with property owners to obtain their consent for renting out the apartments for a three-year period at maximum one-third of their market rental value, as stipulated in the Deed of Commitments⁶ that will be signed by the building owners before the start of the rehabilitation works.

Subsequently, an inventory list of the apartments has been meticulously compiled, including details such as apartment size, the number of bedrooms, and the number of bathrooms. (Annex 2) Following the completion of this inventory, a market study has been conducted to determine the current market rental value of each apartment. This market value will then be reduced to one-third of its original amount to establish its Below Market Rate (BMR) value as per the specific criteria established for the BERYT project.

Beneficiary families identification/target:

The methodology for identifying families to benefit from the available BMR units will be multifaceted, ensuring a comprehensive and inclusive approach.

⁴ Law No. 159/1992 amended Article 543 of the Code of Obligations and Contracts and liberated all contracts concluded as of 23 July 1992 from rent control in all matters with exception to the term of the rent whereby if the term set in the agreement is less than three years, then the rent shall be considered to be concluded for a period of three years unless the tenant benefiting from the extension intends to leave rented premises priorly.

⁵ Public Works Studio has done extensive work on the [rental market amid crisis in 2021](#). The Beirut Urban Lab has also launched its [City of Tenants](#) initiative, a platform that logs rental costs in relation to housing conditions for rented-out units.

⁶ Chapter 3- Article 12.7 "The rental fee adopted and paid shall not exceed one-third of the equivalent rental allowance as a maximum."



1. **Firstly**, property owners will have the option to proactively identify potential beneficiary families themselves, given that these families meet the specific criteria established by this guide.
2. **Secondly**, UN-Habitat will actively engage with local partners and collaborate closely with local authorities, seeking their assistance in identifying eligible families within the community.
3. **Thirdly**, UN-Habitat will leverage its communication platforms to disseminate information about the program, inviting individuals and families to express their interest and share their eligibility for consideration.

The methodology further focuses on identifying the families targeted to potentially benefit from the Below Market Rate (BMR) units. These families will be selected based on a comprehensive assessment of their income levels and the principle that the identified rental value should constitute no more than 30% of their income. This criterion aligns with the widely recognized definition of housing affordability, which stipulates that affordable housing should not exceed 30% of a household's income to ensure that housing remains financially sustainable for the occupants.

To implement this methodology effectively, a Socio-Economic (Annex 3) survey will be carried out to collect data on family income and expenditures.

Additionally, there is a set of additional selection criteria that will be elaborated further in this document. These criteria serve as a starting point, with the rental value being the initial benchmark, to ensure a comprehensive and fair assessment of potential tenants for the Below Market Rate (BMR) units.

The approach of commencing the study from the actual market rental value also holds the potential for long-term sustainability. By aligning the Below Market Rate (BMR) rental value with the prevailing market rates, this establishes a foundation for future stability. This approach not only ensures that tenants can comfortably afford their apartments but also fosters the potential for tenants and property owners to reach reasonable agreements in the future. This can lead to a sustainable practice, as both parties are more likely to find common ground when it comes to potential rent adjustments after the initial three-year period, further enhancing the long-term viability of this BERYT project initiative.



C. Eligibility and prioritization criteria

a. Eligibility criteria

- i. Low to middle-income families with income levels that are aligned with the baselines established in the inventory list (Annex 2). Applicants must demonstrate a stable income source, evidenced by an employment letter or comparable documentation,
- ii. Families who do not own any residential property within a 10 kilometer⁷ radius from the project site.

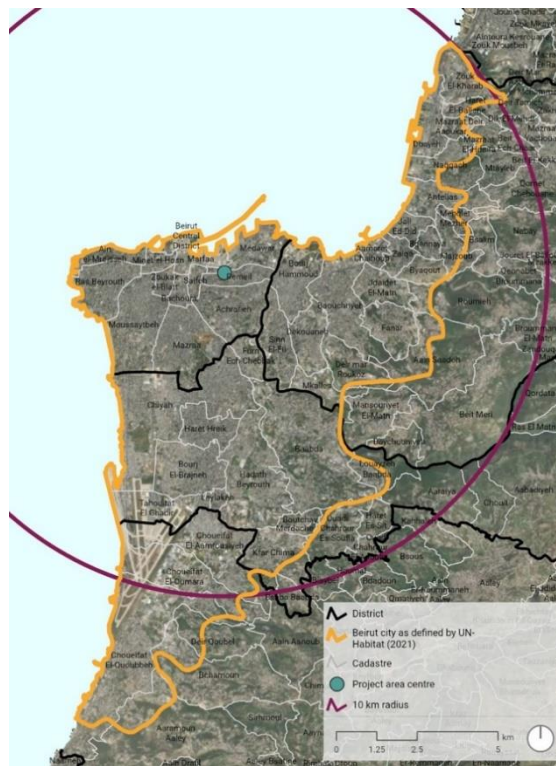


Figure 1. 10 Kilometer radial boundary from the project site

- iii. Vulnerable families meeting the standards applicable for the Below Market Rate (BMR) housing. This will be assessed using an updated version of the Socio-Economic and Legal (SEL) survey used to identify beneficiary eligibility for the rehabilitation of buildings. (Annex 3)

⁷ This distance is determined in line with Article 34 of Law No. 2/2017 amending Rental Law enacted in 2014 aiming to address disputes between landlords and tenants benefiting from old rent agreements under rent control governed by Law No. 160/92. Article 34 specifies conditions whereby the right to an old rent agreement extension is forfeited, and tenants must vacate if they construct, acquire, or own at least three-fourths of a vacant residential building suitable for their residence and matching their current rented unit within the same city, village, or a ten-kilometer radius.



b. Priority will be given to:

- i. Female-headed households.
- ii. Families with children.
- iii. Elderly individuals or families with elderly members.
- iv. Students studying in the area.⁸
- v. People with disabilities (PWD).⁹
- vi. Families who were living in the BERYT project area but had to relocate following the Port of Beirut explosion.
- vii. Families that have members working within the BERYT project area.

D. Implementation steps

The following outlines the sequential steps through which UN-Habitat envisions the progression of this process, including steps that are already in progress:

Step	Breakdown	Status
1. Preparation of an inventory of the total number of vacant units in all buildings.	1.1 Identification of the characteristics of these vacant units (size and number of bedrooms & bathrooms).	Started (Annex 2)
	1.2 Identification, through a market assessment, of the market rental value of similar units.	
	1.3 Calculation of their Below Market Rate (BMR) value.	
	1.4 Identification of income levels of families that will be able to rent these units from an affordability point of view.	
2. Identification of the number of units potentially to be occupied by owners – tenants and number of each.		Started
3. Finalization of the eligibility and prioritization criteria in consultation with key actors.		Not started yet
4. Obtainment of consent from owners guaranteeing to rent out units to new tenants as per the set criteria		Started (2 Deed of commitments documents signed with buildings)

⁸ Certain buildings, such as Rmeil 679 and Rmeil 738, are situated in close proximity to multiple educational institutions, making them particularly suitable for students.

⁹ While there is a strong intention to prioritize people with disabilities (PWD), it is essential to acknowledge that the historic buildings rehabilitated under the project do not have the necessary infrastructure, such as elevators, to accommodate them fully. However, UN-Habitat is committed to ensuring inclusion as much as possible by offering more accessible units, such as ground floor options, to individuals with disabilities, and will actively seek ways to improve accessibility within the constraints of these structures.



(through signature of the Deed of Commitments document).		containing vacant units)
5. Outreach through to potential beneficiaries.	5.1 An expression of interest to be prepared by UN-Habitat.	Not started yet
	5.2 Property owners will have the option to identify potential beneficiary families themselves, given that these families meet the specific criteria established.	Not started yet
	5.3 Outreach through local partners.	Not started yet
5. Interested households will participate in the specific Socio-Economic survey required for this activity.		Not started yet
6. Selection/rejection of beneficiaries by owners – subject to endorsement by UN-Habitat.		Not started yet
7. Follow up on bilateral rental contract signatures and moving into new units.		Not started yet

E. Annexes

Name	Files
Annex 1: General Terms and Conditions of Owners and Usufruct Holders' Deed of Commitments	See attached zip folder
Annex 2: Inventory list of vacant units	
Annex 3: Socio-Economic survey	



Annex 1: General Terms and Conditions of Owners and Usufruct Holders' Deed of Commitments



**United Nations
Human Settlements Programme
(UN-Habitat)**

**برنامج الأمم المتحدة
للمستوطنات البشرية
(UN-Habitat)**

**Beirut Housing Rehabilitation
and Cultural and Creative
Industries Recovery
(BERYT)**

**مشروع إعادة تأهيل المساكن المتضررة
وتعافي الصناعات الإبداعية الثقافية
في بيروت
(BERYT)**

**General Terms and Conditions
Owners and Usufruct Holders'
Deed of Commitments**

**الشروط العامة
وثيقة التزامات المالكين
وأصحاب حق الانتفاع**

**Articles of the
General Terms and Conditions**

**مواد
الشروط العامة**

Introductory Chapter

Article 1: Definitions.

Article 2: Project's general objectives.

باب تمهيدي

المادة 1: تعريفات.

المادة 2: في الأهداف العامة للمشروع.

Chapter 1:

**Engagements Subject of the Present Document
and Conditions for Granting them**

Article 3: Subject of the engagements related to the Present Document, its scope, and its parties.

Article 4: Capacity, eligibility, and ability to conclude required contracts and legal acts.

Article 5: Guaranteeing the authenticity of the information and documents provided to the Programme.

Article 6: Basic obligations of owners and usufruct holders.

الباب الأول:

**في الالتزامات موضوع الوثيقة الحاضرة
وشروط إعطائها**

المادة 3: في موضوع الالتزامات ذات الصلة بالوثيقة الحاضرة، نطاقها وفرقائها.

المادة 4: في الصفة والأهلية والقدرة على إبرام العقود والتصرفات القانونية المطلوبة.

المادة 5: في ضمان صحة المعلومات والمستندات التي يجري تزويد البرنامج بها.

المادة 6: في الالتزامات الأساسية للمالكين وأصحاب حق الانتفاع.

Chapter 2:

Rehabilitation Works

Article 7: Obligation to obtain administrative approvals, permits and licenses as a condition for rehabilitation.

Article 8: Rehabilitation works, their commencement and their completion.

Article 9: Responsibility for the study and the implementation aspects of the rehabilitation works.

Chapter 3:

Relationship between the Project's Beneficiaries

Article 10: Commitment of owners and usufruct holders to return to their residential units and to reside in them.

Article 11: Commitment of owners and usufruct holders to guarantee the right of the tenants and of the rest of residential units' occupants to return to their units and the continuity of their right to reside in them.

Article 12: Commitment of owners and usufruct holders to provide housing to low or middle-income families in need of housing.

Article 13: Right of owners and usufruct holders to reside in their previously vacant units and to provide housing for specific individuals of their families in need of housing.

Article 14: Commitment of owners and usufruct holders to guarantee the right of the tenants and of the rest of non-residential units' occupants to return to their units.

Chapter 4:

Miscellaneous Provisions

Article 15: Duration of commitments subject of the Present Document.

Article 16: Force majeure, emergency circumstances and delays in the implementation of the rehabilitation works.

Article 17: Obligation of collaboration with the Programme and with the Implementing Administrative Parties appointed by the Programme.

Article 18: Obligation of information and right of the Programme to monitor the implementation of the commitments subject of the Present Document.

Article 19: Registering the entry of the Present Document at the Cadaster.

Article 20: Priority of the Present Document over other documents.

Article 21: Interpretation of the Present Document.

Article 22: Amendment of the Present Document.

Article 23: Severability clause.

Article 24: Programme's delay in exercising any of its rights shall not be construed as a waiver of this right.

الباب الثاني:

في أعمال إعادة التأهيل

المادة 7: في موجب الحصول على الموافقات والأذونات والترخيص الإدارية كشرط لإعادة التأهيل.

المادة 8: في أعمال إعادة التأهيل، بدؤها وانتهائها.

المادة 9: في المسؤولية عن الجوانب المرتبطة بالدراسة والتنفيذ المتصلة بأعمال إعادة التأهيل.

الباب الثالث:

في العلاقة بين المستفيدين من المشروع

المادة 10: في التزام المالكين وأصحاب حق الانتفاع بالعودة إلى وحداتهم السكنية والسكن فيها.

المادة 11: في التزام المالكين وأصحاب حق الانتفاع بضمان حق مستأجري وباقي شاغلي الوحدات السكنية بالعودة إلى وحداتهم المذكورة واستمرار حقهم في السكن فيها.

المادة 12: في التزام المالكين وأصحاب حق الانتفاع بتوفير السكن لأسر محدودة أو متوسطة الدخل ذات حاجة للسكن.

المادة 13: في حق المالكين وأصحاب حق الانتفاع بالسكن في وحداتهم الشاغرة من قبل وتوفير السكن فيها لأفراد من عائلاتهم ذوو حاجة للسكن.

المادة 14: في التزام المالكين وأصحاب حق الانتفاع بضمان حق مستأجري وباقي شاغلي الوحدات غير السكنية بالعودة إلى وحداتهم المذكورة.

الباب الرابع:

أحكام متفرقة

المادة 15: في مدة الالتزامات موضوع الوثيقة الحاضرة.

المادة 16: في القوة القاهرة والظروف الطارئة والتأخير في تنفيذ أعمال إعادة التأهيل.

المادة 17: في موجب التعاون مع البرنامج ومع الجهات الإدارية المنفذة المعيّنة من قبل البرنامج.

المادة 18: في موجب الإعلام وحق البرنامج بمراقبة تنفيذ الالتزامات موضوع الوثيقة الحاضرة.

المادة 19: في تسجيل إشارة الوثيقة الحاضرة على الصحيفة العينية.

المادة 20: في أفضلية الوثيقة الحاضرة على سواها.

المادة 21: في تفسير الوثيقة الحاضرة.

المادة 22: في تعديل الوثيقة الحاضرة.

المادة 23: في قابلية الفصل.

المادة 24: في عدم اعتبار تأخر البرنامج عن ممارسة أي من حقوقه تنازلاً عن هذا الحق.

Article 25: Principle of solidarity amongst the members of the same party.

Article 26: Sanction for breaching the commitments subject of the Present Document or refraining from implementing them.

Article 27: Domicile and notices.

Article 28: Grievance Redress Mechanism.

Article 29: Resolving disputes arising between the Programme and the Project beneficiaries, and the applicable rules.

Article 30: Resolving disputes arising between the Project beneficiaries, and the applicable law.

Article 31: Language of the Present Document.

Article 32: Copies of the Present Document.

المادة 25: في مبدأ التضامن بين أعضاء الفريق الواحد.

المادة 26: في جزاء الإخلال بالالتزامات موضوع الوثيقة الحاضرة أو الامتناع عن تنفيذها.

المادة 27: في محل الإقامة والتبليغات.

المادة 28: في آلية معالجة الشكاوى.

المادة 29: في حل النزاعات بين البرنامج والمستفيدين من المشروع والقواعد الواجبة التطبيق.

المادة 30: في حل النزاعات بين المستفيدين من المشروع والقانون الواجب التطبيق.

المادة 31: في لغة الوثيقة الحاضرة.

المادة 32: في نسخ الوثيقة الحاضرة.

Article 1: Definitions.

المادة الأولى: تعريفات.

For the purposes of interpretation and execution of the present document, and unless the context requires otherwise, the following expressions and terms, wherever mentioned in this document, shall have the meanings assigned to them as follows:

لغايات تفسير وتطبيق الوثيقة الحاضرة، وما لم يقتض السياق غير ذلك، يقصد بالعبارات والمصطلحات التالية، أينما وردت في هذه الوثيقة، المعاني المحددة لها أدناه:

- United Nations: United Nations Organization.
 - Programme: United Nations Human Settlements Programme (UN-Habitat).
 - Project: Beirut Housing Rehabilitation and Cultural Heritage and Creative Industries Recovery (BERYT).
 - Component 1: The Project`s component represented in the rehabilitation of dwellings affected by the explosion that occurred at the Port of Beirut on August 4, 2020.
 - Component 2: The Project`s component represented in the recovery of cultural heritage and creative industries in Beirut.
 - Rehabilitation: Rehabilitation of the affected building and the units within it in order to make it eligible for the return of the occupants of the units and/or to their occupation of the units in the normal and familiar manner, provided that the rehabilitation process shall include the structural and architectural aspects of the building, the basic works such as mechanical, electrical and plumbing etc., and the rehabilitation of the affected parts of the common sections, residential units and the building`s other vacant units, except the non-residential units in which existing professional or commercial activities are carried on and which shall only benefit from external rehabilitation works and basic necessary works related to the building`s structure.
- الأمم المتحدة: منظمة الأمم المتحدة.
 - البرنامج: برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat).
 - المشروع: مشروع إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت "بيروت" (BERYT).
 - المكوّن الأول: مكوّن المشروع المتمثّل في إعادة تأهيل المساكن المتضرّرة جزاء الانفجار الذي وقع في مرفأ بيروت بتاريخ 4 آب/أغسطس 2020.
 - المكوّن الثاني: مكوّن المشروع المتمثّل في تعافي الصناعات الإبداعية الثقافية في بيروت.
 - إعادة التأهيل: إعادة تأهيل البناء المتضرّر والوحدات الكائنة فيه تمهيداً لجعله مؤهلاً لعودة شاغلي الوحدات إليه و/أو لإشغالهم لها على الوجه العادي والمألوف، على أن تشمل عمليّة إعادة التأهيل الجوانب الإنشائية والمعمارية للبناء والأعمال الأساسية من ميكانيكية وكهربائية وسباكة وغيرها وتتضمّن إعادة تأهيل الأجزاء المتضرّرة في الأقسام المشتركة والوحدات السكنية والوحدات الأخرى الشاغرة في البناء دون الوحدات غير السكنية التي تمارس فيها أنشطة مهنية أو تجارية قائمة والتي سوف تستفيد فقط من أعمال إعادة التأهيل الخارجية ومن الأعمال الضرورية الأساسية المتعلقة بهيكل البناء.

- Explosion: The explosion that occurred at the Port of Beirut on August 4, 2020. الانفجار: الانفجار الذي وقع في مرفأ بيروت بتاريخ 4 آب/أغسطس 2020.
- Owners and Usufruct Holders' Deed of Commitments: In general, it is a document that includes the obligations of the owners and usufruct holders towards the Programme or towards any entity assigned by the Programme, which is distinguished from the contracts signed between them and the rest of the beneficiaries of the Project who are not owners or usufruct holders. وثيقة التزامات المالكين وأصحاب حق الانتفاع: بصورة عامة، هي وثيقة تتضمن التزامات المالكين وأصحاب حق الانتفاع تجاه البرنامج أو تجاه أي كيان مكلف من قبل البرنامج، والتي يجري تمييزها عن العقود التي توقع بين هؤلاء وبين باقي المستفيدين من المشروع من غير المالكين وأصحاب حق الانتفاع.
- The Present Document: the present Deed of Commitments signed by the owners and the usufruct holders whose names and capacities are indicated in the Particular Conditions, and which consists of the General Conditions, the Particular Conditions and the Document's Attachments. الوثيقة الحاضرة: وثيقة التزامات المالكين وأصحاب حق الانتفاع الحاضرة والموقعة من قبل المالكين وأصحاب حق الانتفاع المبيّنة أسماؤهم وصفاتهم في الشروط الخاصة، وهي تتألف من الشروط العامة والشروط الخاصة وجميع مرفقات الوثيقة الحاضرة.
- Document's Attachments: Documents attached to the Present Document, if any, other than the General Conditions and the Particular Conditions. مرفقات الوثيقة الحاضرة: المستندات المرفقة بالوثيقة الحاضرة، في حال وجودها، غير الشروط العامة والشروط الخاصة.
- Zone: The cadastral zone in which the plot is located, amongst the areas affected by the explosion. المنطقة: المنطقة العقارية التي يتواجد فيها العقار من ضمن المناطق المتضررة جرأ الانفجار.
- Affected Zones: The zones and neighborhoods affected by the explosion, which are defined as the zones and neighborhoods of Marfaa, Saifi, Medawar, and Rmeil according to Law No. 194/2020, in addition to Achrafieh zone as per the Present Document. المناطق المتضررة: المناطق والأحياء المتضررة جرأ الانفجار والمحددة بالمناطق العقارية التالية وهي المرفأ والصيفي والمدور والرميل وفق القانون رقم 2020/194، يضاف إليها منطقة الأشرفية العقارية بمفهوم الوثيقة الحاضرة.
- Plot: The plot of land registered as a real estate unit at the Cadaster and consisting of one or more buildings or one or more units. The plot may consist of buildings and sections that are parceled and registered at the Cadaster. العقار: قطعة الأرض المسجلة كوحدة عقارية في السجل العقاري والمؤلفة من بناء واحد أو أكثر أو وحدة أو أكثر. وقد يكون العقار مؤلفاً من أبنية وأقسام مفرزة ومقيدة في السجل العقاري.

- Building: The building or one of the buildings existing on the plot and consisting of one or more units. • البناء: البناء أو أحد الأبنية القائمة على العقار والمؤلف من وحدة أو أكثر.
- Unit: The residential or non-residential unit in the building or in one of the buildings existing on the plot. • الوحدة: الوحدة السكنية أو غير السكنية الكائنة في البناء أو أحد الأبنية القائمة على العقار.
- Specialized Professionals: Engineers, consultants, contractors and all other entities and people recruited by the Programme to handle the aspects related to the study and execution in connection with rehabilitation works. • الجهات المهنية المتخصصة: المهندسون والاستشاريون والمتعهدون وسائر الجهات والأشخاص الذين يجري الاستعانة بهم من قبل البرنامج ويتولون الجوانب المرتبطة بالدراسة والتنفيذ المتصلة بأعمال إعادة التأهيل.
- Implementing Administrative Party(ies): One or more entities recruited by the Programme to handle the implementation of administrative issues in connection with the Project in some of their aspects. • الجهة أو الجهات الإدارية المنقذة: هي جهة أو أكثر يجري الاستعانة بها من قبل البرنامج وتتولى تنفيذ المسائل الإدارية المتصلة بعمل المشروع في بعض جوانبها.
- Occupants of Units: Persons who have the right to occupy the unit or units, including owners, usufruct holders, tenants, and the rest of units' occupants. • شاغلو الوحدات: أصحاب الحقّ بإشغال الوحدة أو الوحدات من مالكيين وأصحاب حقّ انتفاع ومستأجرين وباقي شاغلي الوحدات.
- Owners: Persons who solely or jointly own the entire plot, or who solely or jointly own one or more units in case the plot is parceled or if there are special arrangements relating to that unit or units between respective right holders, provided that their ownership right is registered in a complete manner at the Cadaster, or at least enshrined in law, judicial decisions, or agreements. • المالكون: الأشخاص الذين يملكون بمفردهم أم بالشيوع العقار بأكمله أو يملكون بمفردهم أم بالشيوع وحدة فيه أو أكثر في حال كان العقار مفرزاً أو إذا كان ثمة ترتيبات خاصة تتعلق بتلك الوحدة أو الوحدات بين أصحاب الحقوق ذوي العلاقة، على أن يكون حقهم في الملكية مسجلاً بصورة نهائية في السجل العقاري أو مكرساً على الأقلّ بحكم القانون أو بمقتضى قرارات قضائية أو وفقاً لاتفاقات.
- Usufruct Holders: Persons who solely or jointly own the usufruct right in the entire plot, or who solely or jointly own the usufruct right in one or more units in case the plot is parceled or if there are special arrangements relating to that unit or units amongst respective right holders, provided that their usufruct right is registered in a complete manner at the Cadaster, or at least enshrined in law, judicial decisions, or agreements. • أصحاب حقّ الانتفاع: الأشخاص الذين يملكون بمفردهم أم بالشيوع حقّ الانتفاع في العقار بأكمله أو يملكون بمفردهم أم بالشيوع حقّ الانتفاع في وحدة فيه أو أكثر في حال كان العقار مفرزاً أو إذا كان ثمة ترتيبات خاصة تتعلق بتلك الوحدة أو الوحدات بين أصحاب الحقوق ذوي العلاقة، على أن يكون حقهم في الانتفاع مسجلاً بصورة نهائية في السجل العقاري أو مكرساً على الأقلّ بحكم القانون أو بمقتضى قرارات قضائية أو وفقاً لاتفاقات.

- Tenants: Persons renting a unit or units, whether they were rented under lease contracts concluded before 23/07/1992 (i.e., known as the “old tenants” benefiting from the legal extension under what is known as the “exceptional rental laws”), or rented under lease contracts concluded as of 23/07/1992 (i.e., known as the “new tenants” subject to the principle of freedom of contract and the general rules of the lease contract, particularly those stipulated in the Code of Obligations and Contracts).
المستأجرون: الأشخاص مستأجرو الوحدة أو الوحدات، أكانوا من المستأجرين بموجب إيجارات معقودة قبل 23/7/1992 (أي ما يعرف بـ "المستأجرين القدامى" المستفيدين من التمديد القانوني بموجب ما يعرف بـ "قوانين الإيجارات الاستثنائية")، أم كانوا من المستأجرين بموجب إيجارات معقودة اعتباراً من 23/7/1992 (أي ما يعرف بـ "المستأجرين الجدد" الخاضعين لمبدأ حرّية التعاقد وللقواعد العامة لعقد الإيجار لا سيّما تلك المنصوص عنها في قانون الموجبات والعقود).
- Rest of Units Occupants: Persons who have the right to occupy the unit or units, other than the owners, usufruct holders and tenants, and who occupy the unit as a result of specific arrangements, whether in return for a specific allowance or by tolerance without any allowance.
باقي شاغلي الوحدات: أصحاب الحقّ بإشغال الوحدة أو الوحدات، من غير المالكين وأصحاب حقّ الانتفاع كما من غير المستأجرين، والذين يشغلون الوحدة نتيجة ترتيبات معيّنة سواءً مقابل بدل محدّد أو بالتسامح دون بدل.
- Families in Need of Housing: Low or middle-income families in need of housing with the intention of benefiting them from the Project by providing them with housing in specific units of the plot.
الأسر ذات الحاجة للسكن: أسر محدودة أو متوسطة الدخل ذات حاجة للسكن من المنوي إفادتها من المشروع عبر تأمين السكن لها في وحدات معيّنة في العقار.
- Family Members in Need of Housing: Owners and usufruct holders` family members in need of housing with the intention of benefiting them from the Project by providing them with housing in specific units of the plot.
أفراد العائلة ذوو الحاجة للسكن: أفراد من عائلة المالكين وأصحاب حقّ الانتفاع ذوو حاجة للسكن ومنوي إفادتهم من المشروع عبر تأمين السكن لهم في وحدات معيّنة في العقار.
- Beneficiaries of the Project: The owners, usufruct holders, tenants, rest of units` occupants, families in need of housing, and family members in need of housing.
المستفيدون من المشروع: المالكون وأصحاب حقّ الانتفاع والمستأجرون وباقي شاغلي الوحدات والأسر ذات الحاجة للسكن وأفراد العائلة ذوو الحاجة للسكن.
- Beneficiaries of the Project other than Owners and Usufruct Holders: The tenants, rest of units` occupants, families in need of housing, and family members in need of housing.
المستفيدون من المشروع من غير المالكين وأصحاب حقّ الانتفاع: المستأجرون وباقي شاغلي الوحدات والأسر ذات الحاجة للسكن وأفراد العائلة ذوو الحاجة للسكن.

- Contracts Signed Between the Beneficiaries of the Project: The contracts signed between the owners and the usufruct holders on one hand, and the beneficiaries of the Project other than the owners or usufruct holders on the other hand, which come in line with the Present Document and as an implementation to it and which aim to guarantee or provide the right to housing or occupancy for the beneficiaries of the Project other than owners or usufruct holders.
- العقود الموقّعة بين المستفيدين من المشروع: العقود الموقّعة بين المالكين وأصحاب حقّ الانتفاع من جهة والمستفيدين من المشروع من غير المالكين وأصحاب حقّ الانتفاع من جهة أخرى والتي تأتي بالانسجام مع الوثيقة الحاضرة وإنفاذاً لها وترمي إلى ضمان أو توفير الحقّ في السكن أو الاثغال للمستفيدين من المشروع من غير المالكين وأصحاب حقّ الانتفاع.

Article 2: Project's general objectives.

The Project generally aims to rehabilitate the affected dwellings and recover the cultural heritage and creative industries in Beirut and comes within the framework developed by the World Bank Group, the European Union, and the United Nations for the purpose of reform, recovery, and reconstruction (known as Reform, Recovery and Reconstruction Framework-3RF) after the explosion that occurred at the Port of Beirut on August 4, 2020.

The Project is financed by the Lebanon Financing Facility for Reform, Recovery and Reconstruction (LFF), a multi-donor trust fund administered by the World Bank in close cooperation with the United Nations and the European Union and with the support of major donors. The Project aims to spark immediate social and economic recovery for the neediest segments of the population and businesses that were affected by the Port of Beirut explosion, and to support the Lebanese government's efforts to stimulate reforms and create conditions for recovery and reconstruction in the medium term.

The Project has two components: Component 1- the rehabilitation of affected dwellings, implemented by the United Nations Human Settlements Programme (UN-Habitat), and Component 2- the recovery of the cultural heritage and creative industries in Beirut, implemented by the United Nations Educational, Scientific and Cultural Organization (UNESCO).

The Present Document is related to the first component of the Project represented in the rehabilitation of affected dwellings, as the rehabilitation works shall be focused on a set of residential buildings affected by August 4, 2020, explosion. The Programme is implementing this component in cooperation with official and local bodies.

المادة الثانية: في الأهداف العامة للمشروع.

يهدف المشروع بصورة عامة إلى إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت، وهو يأتي في سياق إطار وضعته مجموعة البنك الدولي والاتحاد الأوروبي والأمم المتحدة بهدف الإصلاح والتعافي وإعادة الإعمار (المعروف بإطار المسارات الثلاثة Reform, Recovery and Reconstruction Framework – 3RF) في أعقاب الانفجار الذي وقع في مرفأ بيروت بتاريخ 4 آب/أغسطس 2020.

إن المشروع ممول من صندوق الائتمان المخصّص لتمويل عملية الإصلاح والتعافي وإعادة الإعمار في لبنان (Lebanon Financing Facility for Reform, Recovery and Reconstruction – LFF)، وهو صندوق ائتماني متعدد المانحين يديره البنك الدولي بالتعاون الوثيق مع الأمم المتحدة والاتحاد الأوروبي وبدعم من المانحين الرئيسيين، وهو يهدف إلى إطلاق شرارة التعافي الاجتماعي والاقتصادي الفوري لفئات السكان الأكثر احتياجاً ومنشآت الأعمال التي تضررت من جراء انفجار مرفأ بيروت ودعم جهود الحكومة اللبنانية لتحفيز الإصلاحات وتهيئة الظروف للتعافي وإعادة الإعمار في المدى المتوسط.

يتكوّن المشروع من مكونين إثنين: المكوّن الأول المتمثّل في إعادة تأهيل المساكن المتضرّرة ويتولّى تنفيذه برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat)، والمكوّن الثاني المتمثّل في تعافي الصناعات الإبداعية الثقافية في بيروت وتتولّى تنفيذه منظمة الأمم المتحدة للتربية والعلم والثقافة (UNESCO).

إن الوثيقة الحاضرة مرتبطة بالمكوّن الأول للمشروع المتمثّل في إعادة تأهيل المساكن المتضرّرة حيث تتركز أعمال إعادة التأهيل على مجموعة من المباني السكنية المتضرّرة جرّاء انفجار 4 آب/أغسطس 2020، ويتولّى البرنامج تنفيذ هذا المكوّن بالتعاون مع جهات رسمية وأهلية معنيّة.

The objective of the first component of the Project is specifically to finance the rehabilitation of residential buildings, especially buildings of heritage value that have been severely damaged in neighborhoods situated within five kilometers from the epicenter of the explosion, in particular the buildings in which most affected and vulnerable families live in conditions lacking secure tenure, thus facilitating the return of families who were forced to leave their dwellings and guaranteeing and providing the Project beneficiaries with the right to adequate housing.

إن الهدف من المكوّن الأول للمشروع يتمثّل بصورة محدّدة في تمويل عمليات إعادة تأهيل المباني السكنية لا سيّما المباني ذات القيمة التراثية التي تضرّرت بشدّة في الأحياء الواقعة ضمن نطاق خمسة كيلومترات من مكان الانفجار، بما فيها على وجه الخصوص المباني التي تسكن فيها الأسر الأكثر تضرراً وضعفاً في ظروف تفتقر إلى الحياة الآمنة، ومن ثمّ تسهيل عودة الأسر التي اضطّرت إلى مغادرة مساكنها وضمان وتوفير حقّ السكن الملائم للمستفيدين من المشروع.

Chapter 1:
Engagements Subject of the
Present Document
and Conditions for Granting them

الباب الأول:
في الالتزامات موضوع الوثيقة الحاضرة
وشروط إعطائها

Article 3: Subject of the engagements related to the Present Document, its scope, and its parties.

المادة الثالثة: في موضوع الالتزامات ذات الصلة بالوثيقة الحاضرة، نطاقها وفرقائها.

1. Generally, the Present Document aims to set out the engagements that the signatory owners and usufruct holders hereby have pledged to the United Nations Human Settlements Programme (UN-Habitat) to comply with, in order to benefit from the BERYT Project, regarding its part related to the rehabilitation of affected dwellings in Beirut as a result of August 4, 2020 explosion, i.e., the first component of the Project, after the Programme has agreed to finance the rehabilitation of the affected building through the financing allocated to the aforementioned component, in exchange for the undertakings by the owners and usufruct holders who have signed the Present Document to abide by their commitments specified therein.

1. ترمي الوثيقة الحاضرة بصورة عامة إلى تحديد الالتزامات التي تعهد المالكون وأصحاب حق الانتفاع الموقعين على هذه الوثيقة الالتزام بها تجاه برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat) من أجل الاستفادة من مشروع إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت (BERYT) في شقه المتعلق بإعادة تأهيل المساكن المتضررة في بيروت جزاء انفجار 4 آب/أغسطس 2020، أي في المكون الأول للمشروع، وذلك بعد موافقة البرنامج على تمويل إعادة تأهيل البناء المتضرر عبر التمويل المخصص للمشروع في مكوّنه المذكور، مقابل تعهد المالكين وأصحاب حق الانتفاع الموقعين على الوثيقة الحاضرة الالتزام بتعهداتهم المحددة في هذه الوثيقة.
2. The parties to the Present Document are the parties signing it from amongst the owners and usufruct holders whose names and capacities are indicated in the Particular Conditions.

2. إن فرقاء الوثيقة الحاضرة هم الفرقاء الموقعين عليها من بين المالكين وأصحاب حق الانتفاع والمبينة أسماؤهم وصفاتهم في الشروط الخاصة.
3. In case the plot is parceled, the owners and usufruct holders' Deed of Commitments shall be signed by the owners and usufruct holders of the private sections, each section separately. In addition to their signature, the approval of the Association of Owners of the Property, as being the authorized entity to conclude legal acts with respect to the common sections of the plot, shall be obtained for the rehabilitation and for the basic conditions and engagements for the rehabilitation stipulated in Paragraphs (1), (2), (3), (4), (5), (6) and (7) of Article 6 of the General Conditions of the Owners and Usufruct Holders' Deed of Commitments,

3. في حال كان العقار مفرزاً، يجري التوقيع على وثيقة التزامات المالكين وأصحاب حق الانتفاع من قبل مالكي وأصحاب حق الانتفاع في الأقسام الخاصة، كلّ قسم على حدة. بالإضافة إلى توقيع هؤلاء، يجري الاستحصال على موافقة جمعية مالكي العقار، بصفتها الجهة المخولة إبرام التصرفات القانونية فيما يتعلّق بالأقسام المشتركة للعقار، على إعادة التأهيل وعلى الشروط والالتزامات الأساسية لإعادة التأهيل المنصوص عنها في الفقرات (1) و(2) و(3) و(4) و(5) و(6) و(7) من المادة السادسة من الشروط العامة لوثيقة التزامات المالكين وأصحاب حق الانتفاع،

in addition to all other provisions contained in the General Conditions of the said document, with the exception of those related to guaranteeing the return of the occupants of the plot and the units located therein, guaranteeing and providing housing, the commitment of the owners and usufruct holders to residing in the units that they occupied, and similar commitments, particularly the provisions stipulated in Paragraphs (8), (9), (10) and (11) of Article 6 and in Articles 10, 11, 12, 13 and 14 of the General Conditions of the aforementioned document, which are related to the obligations of the owners and usufruct holders of private sections.

فضلاً عن سائر الأحكام الأخرى الواردة في الشروط العامة للوثيقة المذكورة باستثناء تلك المتعلقة بضمان عودة شاغلي العقار والوحدات الكائنة فيه وضمان وتوفير السكن والتزام المالكين وأصحاب حق الانتفاع في السكن في وحداتهم التي كان يشغلونها وما شابه من التزامات لا سيّما الأحكام المنصوص عنها في الفقرات (8) و(9) و(10) و(11) من المادة السادسة وفي المواد العاشرة والحادية عشرة والثانية عشرة والثالثة عشرة والرابعة عشرة من الشروط العامة للوثيقة المذكورة والتي ترتبط بموجبات مالكي وأصحاب حق الانتفاع لجهة ما يتعلّق بالأقسام الخاصة.

4. The Particular Conditions of the Present Document shall include accurate identification of the conditions of the units in the building, in particular identification of vacant and inhabited units, identity of right holders and occupants of inhabited units and of the persons with the intention to benefit them from vacant units.
4. يقتضي أن تتضمن الشروط الخاصة للوثيقة الحاضرة تعييناً دقيقاً لأوضاع الوحدات الكائنة في البناء لا سيّما لجهة تحديد ماهية الوحدات الشاغرة وتلك المأهولة وبيان هوية أصحاب الحقوق فيها وهوية شاغلي الوحدات المأهولة وهوية الأشخاص المنوي إفادتهم في الوحدات الشاغرة.
5. The scope of the Present Document is determined mainly according to its subject matter and the capacity of the signatory parties. In this context, a distinction is made between the Present Document as being the document signed by the owners and usufruct holders, which includes their commitments towards the Programme and is mainly related to the rehabilitation of the entire plot in its parts approved for rehabilitation by the Programme, and other contracts that may bring together the owners and usufruct holders with other beneficiaries of the Project who are not owners or usufruct holders, and which govern the relationship between their respective parties regarding concerned units, each separately.
5. يحدّد نطاق الوثيقة الحاضرة بصورة أساسية تبعاً لموضوعها ولصفة الفرقاء الموقعين عليها. وفي هذا الإطار، يجري التمييز بين الوثيقة الحاضرة بصفتها الوثيقة الموقعة من المالكين وأصحاب حق الانتفاع والتي تتضمن تعهدات هؤلاء تجاه البرنامج وترتبط بالأساس بإعادة تأهيل البناء ككلّ في الجوانب الموافق على إعادة تأهيلها من قبل البرنامج، والعقود الأخرى التي قد تجمع المالكين وأصحاب حق الانتفاع مع باقي المستفيدين من المشروع من غير المالكين وأصحاب حق الانتفاع وهي ترعى العلاقة بين فرقائها المذكورين بما خصّ الوحدات المعنية، كلّ على حدة.

Article 4: Capacity, eligibility, and ability to conclude required contracts and legal acts.

The approval of the Programme to finance the rehabilitation of the building is conditioned on proving the capacity of the beneficiaries of the Project as owners and usufruct holders, as well as proving their eligibility and ability to conclude the required contracts and legal acts. In this context, the following is adhered to:

1. Obtaining the consent of all owners and usufruct holders or the approval of a majority representing at least three-quarters (3/4) of the shares of the plot.
2. The consent of owners or usufruct holders whose rights are not registered in a complete manner at the Cadaster, if any, is also required, provided that their rights are established by the law, judicial decisions, or agreements.
3. In all cases, the owners and usufruct holders pledge to hold the United Nations and/or the Programme harmless from any disputes between the owners and the usufruct holders themselves or between them and third parties with respect to ownership, usufruct or other rights, capacity, eligibility or ability to conclude required contracts and legal acts, so that the United Nations and/or the Programme have no liability or responsibility of any kind in this regard, as the owners and usufruct holders completely and irrevocably pledge to bear all the liabilities and responsibilities on this matter, and to refrain from bringing in and act to keep out the United Nations and/or the Programme in any claim or legal or judicial dispute thereof.

المادة الرابعة: في الصفة والأهلية والقدرة على إبرام العقود والتصرّفات القانونية المطلوبة.

إن موافقة البرنامج على تمويل إعادة تأهيل البناء مشروطة بإثبات صفة المستفيدين من المشروع من المالكين وأصحاب حق الانتفاع، فضلاً عن إثبات أهلية هؤلاء وقدرتهم على إبرام العقود والتصرّفات القانونية المطلوبة. وفي هذا الإطار، يجري الالتزام بما يلي:

1. الاستحصال على موافقة جميع المالكين وأصحاب حق الانتفاع أو موافقة أغلبية تمثّل على الأقلّ ثلاثة أرباع (4/3) الحصص في العقار.
2. في حال وجود أصحاب حقوق ملكية أو انتفاع غير مسجّلة حقوقهم بصورة نهائية على الصحيفة العينية للعقار، يقتضي أن تشمل الموافقة هذه الفئة، على أن تكون حقوقهم ثابتة بحكم القانون أو بمقتضى قرارات قضائية أو بموجب اتفاقات.
3. في كافة الأحوال، يلتزم المالكون وأصحاب حق الانتفاع بإبقاء الأمم المتحدة و/أو البرنامج بمنأى عن أيّ نزاعات بين المالكين وأصحاب حق الانتفاع أنفسهم أو بينهم وبين الغير فيما يتعلّق بالملكية أو الانتفاع أو بغيرهما من الحقوق أو فيما يرتبط بالصفة أو الأهلية أو القدرة على إبرام العقود والتصرّفات القانونية المطلوبة، بحيث لا يقع على الأمم المتحدة و/أو على البرنامج أيّ تبعّة أو مسؤوليّة بهذا الخصوص من أيّ نوع كان، حيث يتعهد المالكون وأصحاب حق الانتفاع تعهداً تاماً ونهائياً لا رجوع عنه بتحمّل كامل التبعات والمسؤوليّات لهذه الجهة وعدم إدخال وبالعمل على إخراج الأمم المتحدة و/أو البرنامج من أيّ دعوى أو نزاع قانوني أو قضائي بهذا الصدد.

Article 5: Guaranteeing the authenticity of the information and documents provided to the Programme.

The Programme's approval to finance the rehabilitation of the building is based on the provided information and documents. In this context, the owners and usufruct holders are committed to the following:

1. Providing the Programme with information and documents:

The owners and usufruct holders are required to provide the Programme team with all information and documents related to the right holders in the property, including ownership, usufruct, rent, occupancy, etc., as well as all information and documents related to the legal conditions of the property, the units therein, and the claimed rights, whether their entries are registered on the plot's Cadaster or not, and whatever the nature of these rights, whether related to the ownership of the plot, or to the execution of an obligation, etc.

2. Assuring the authenticity of information and documents:

The owners and usufruct holders guarantee the authenticity of the information and documents submitted by them or by their representatives, whether the information and documents were submitted in conjunction with the signing of the Present Document, or those that were submitted earlier, particularly the information contained in the letter submitted to the Programme on the subject of the initial consent of rehabilitation of the plot, and those that were provided to the Programme and/or to the Implementing Administrative Party during the conduct of the socio-economic and legal survey, in addition to all other information and documents that were provided to the Programme and/or to the Implementing Administrative Party at any time.

المادة الخامسة: في ضمان صحة المعلومات والمستندات التي يجري تزويد البرنامج بها.

إن موافقة البرنامج على تمويل إعادة تأهيل البناء مبنية على المعلومات والمستندات التي جرى تزويد البرنامج بها. وفي هذا الإطار، يلتزم المالكون وأصحاب حق الانتفاع بما يلي:

1. تزويد البرنامج بالمعلومات والمستندات:

يقتضي على المالكين وأصحاب حق الانتفاع تزويد فريق عمل البرنامج بكافة المعلومات والمستندات المتعلقة بأصحاب الحقوق في العقار من ملكية وانتفاع وإيجار وإشغال وغيرها، كما عليهم تزويد فريق عمل البرنامج بكافة المعلومات والمستندات المتعلقة بأوضاع العقار القانونية والوحدات الكائنة فيه وبالحقوق المدعى بها أكانت إشارتها مسجلة على الصحيفة العينية للعقار أم لا وأياً كانت طبيعة تلك الحقوق سواءً تعلقت بملكية العقار أم بتنفيذ موجب أم غير ذلك إلخ.

2. ضمان صحة المعلومات والمستندات:

يضمن المالكون وأصحاب حق الانتفاع صحة المعلومات والمستندات المقدمة من جانبهم أو من جانب من يمثلهم وذلك سواءً المعلومات والمستندات التي تم تقديمها بالتزامن مع التوقيع على الوثيقة الحاضرة، أم تلك التي جرى تقديمها في وقت سابق لا سيما المعلومات الواردة في الكتاب المقدم للبرنامج بموضوع الموافقة المبدئية على إعادة تأهيل البناء كما تلك التي جرى تزويد البرنامج و/أو الجهة الإدارية المنفذة بها أثناء إجراء المسح الاجتماعي-الاقتصادي والقانوني، فضلاً عن سائر المعلومات والمستندات الأخرى التي جرى تزويد البرنامج و/أو الجهة الإدارية المنفذة بها في أي وقت.

3. مفاعيل إعطاء معلومات ومستندات غير صحيحة: 3. Consequences of incorrect information or documents:

Independently from ordinary causes of nullity, any concealment of information or provision of incorrect information or documents to the Programme, particularly with respect to aspects related to the identity, capacity and eligibility of the right holders and their ability to conclude required contracts and legal acts, the rights of these and other right holders and their legal status and the plot's legal status or the units therein and the claimed rights, shall entail the appropriate legal consequences, particularly with respect to the United Nations and/or the Programme retaining all rights in terms of:

مع مراعاة أسباب الإبطال العادية، فإن أيّ تكتم في المعلومات أو إعطاء لمعلومات أو مستندات غير صحيحة للبرنامج لا سيّما فيما يتعلّق بالجوانب المرتبطة بهوية وصفة أصحاب الحقوق وأهليّتهم وقدرتهم على إبرام العقود والتصرّفات القانونية المطلوبة وحقوق هؤلاء وسائر أصحاب الحقوق الأخرى وأوضاعهم القانونية والأوضاع القانونية للعقار أو الوحدات الكائنة فيه وبالحقوق المدعى بها، تترتّب عليه النتائج القانونية المناسبة لا سيّما لناحية احتفاظ الأمم المتحدة و/أو البرنامج بكافة الحقوق لجهة:

- A. Considering the Present Document as being null and void in its entirety at the responsibility of the owners and usufruct holders, as their rights and obligations are jointly and severally considered, regardless of the party or person responsible for the fault, and/or considering the Present Document as being partially null and void and terminating the dealings with the defaulter person or persons at their own responsibility, and as a result, the consent given to finance the rehabilitation of the building is considered entirely and/or partially null and void provided that the Programme has full authority to estimate the extent and scope of this nullity and consider it as affecting the Present Document in whole or in part, taking into account in this case the nature and importance of the infraction and the possibility of separating the committed fault or separating its consequences from the rest of the basic engagements without prejudice thereto in a substantial way, and/or,

أ. اعتبار الوثيقة الحاضرة باطلة برمتها على مسؤولية المالكين وأصحاب حق الانتفاع باعتبارهم متكافلين ومتضامنين في الحقوق والموجبات أيّما كانت الجهة أو الشخص منهم مسبّب الخطأ و/أو اعتبارها باطلة جزئياً وإنهاء التعامل الجاري مع الشخص أو الأشخاص مسبّبي الخطأ على مسؤوليتهم، وبالنتيجة اعتبار الموافقة المعطاة على تمويل إعادة تأهيل البناء باطلة كلياً و/أو جزئياً، على أن يعود للبرنامج الصلاحية التامة في تقدير مدى ونطاق هذا البطلان واعتباره كلياً أو جزئياً وتؤخذ بعين الاعتبار في هذه الحال طبيعة المخالفة وأهميتها وقابليّة فصل الخطأ المرتكب أو فصل نتائجه عن باقي الالتزامات الأساسيّة دون المساس بها بصورة جوهرية، و/أو،

- B. Arranging all legal consequences and effects of this nullity, particularly in terms of recovering the sums and costs paid to finance the rehabilitation, whether in whole and/or in part, and/or,
- C. Claiming the person responsible for the fault for compensation commensurate with the damage to the United Nations and/or to the Programme and/or to the Project, whether this damage is material or moral, direct or indirect, current or future, provided that the moral damage shall be considered as a severe harm that would undermine the credibility of the United Nations and/or of the Programme and/or of the Project, and/or,
- D. Holding the person responsible for the fault for penal liability, given the criminal offenses that such breach may constitute.
- ب. ترتيب جميع النتائج والمفاعيل القانونية على هذا البطلان لا سيما لجهة استرداد المبالغ والتكاليف المدفوعة لتمويل إعادة التأهيل سواء كلياً و/أو جزئياً، و/أو،
- ت. الرجوع على مسبب الخطأ لمطالبته بالتعويض المتناسب مع الضرر اللاحق بالأمم المتحدة و/أو بالبرنامج و/أو بالمشروع نتيجة ذلك أيأ كان نوع هذا الضرر، مادي أو أدبي، مباشر أو غير مباشر، حالي أو مستقبلي، على أن يعتد خاصة بالضرر الأدبي الذي من شأنه المساس بمصداقية الأمم المتحدة و/أو البرنامج و/أو المشروع، و/أو،
- ث. الرجوع على مسبب الخطأ لمساءلته جزائياً بالنظر لما قد يشكله هذا الإخلال من جرائم جزائية.

Article 6: Basic obligations of owners and usufruct holders.

By signing the Present Document, the owners and usufruct holders have approved and/or are committed to the following basic terms and conditions:

1. The owners and usufruct holders' consent to the rehabilitation of the building in the structural and architectural aspects, to execute the basic works such as mechanical, electrical and plumbing etc., and to include the rehabilitation works the affected parts of the common sections, the residential units and the building's other vacant units, except the non-residential units in which existing professional or commercial activities are carried on and which shall only benefit from external rehabilitation works and basic necessary works related to the building structure as determined by the Programme.
2. The owners and usufruct holders' consent to rehabilitate the building as determined by the Programme within the limits and ceiling of financing set for the building by the Programme, which was estimated according to technical and engineering studies conducted by the Specialized Professionals that the Programme has recruited in this regard. The initial cost of rehabilitation works is specified in the Particular Conditions and/or in the technical documents enclosed within the Document's Attachments, noting that this initial cost may increase or decrease due to factual exigencies and Project progress requirements.
3. The owners and usufruct holders' consent on the technical and architectural conditions and specifications for the rehabilitation of the building, particularly those specified in the technical documents enclosed within the Document's Attachments, provided that the technical principles, legal and regulatory requirements and conditions in force are taken into account.

المادة السادسة: في الالتزامات الأساسية للمالكين وأصحاب حق الانتفاع.

بمجرد توقيعهم على الوثيقة الحاضرة، يوافق المالكون وأصحاب حق الانتفاع و/أو يلتزمون بالأحكام والشروط الأساسية الواردة أدناه:

1. موافقة المالكين وأصحاب حق الانتفاع على إعادة تأهيل البناء في الجوانب الإنشائية والمعمارية وعلى إجراء الأعمال الأساسية من ميكانيكية وكهربائية وسباكة وغيرها وعلى شمول إعادة التأهيل الأجزاء المتضررة في الأقسام المشتركة والوحدات السكنية والوحدات الأخرى الشاغرة في البناء، دون الوحدات غير السكنية التي تمارس فيها أنشطة مهنية أو تجارية قائمة والتي سوف تستفيد فقط من أعمال إعادة التأهيل الخارجية ومن الأعمال الضرورية الأساسية المتعلقة بهيكل البناء على النحو الذي يحدده البرنامج.
2. موافقة المالكين وأصحاب حق الانتفاع على إعادة تأهيل البناء على النحو الذي يحدده البرنامج وفي إطار حدود وسقف التمويل المحدد للبناء من قبل البرنامج والذي جرى تقديره وفق الدراسات الفنية والهندسية التي أجرتها الجهات المهنية المتخصصة التي استعان بها البرنامج بهذا الخصوص. علماً أن الكلفة المبدئية لأعمال إعادة التأهيل محدّدة في الشروط الخاصة و/أو في المستندات التقنية المضمومة ضمن مرفقات الوثيقة الحاضرة، وهذه الكلفة عبارة عن كلفة مبدئية بحيث قد تزيد أو تنقص عن المبلغ المحدد بحسب مقتضيات الواقع ومتطلبات سير المشروع.
3. موافقة المالكين وأصحاب حق الانتفاع على الشروط والمواصفات الفنية والهندسية لإعادة تأهيل البناء لا سيما تلك المحددة في المستندات التقنية المضمومة ضمن مرفقات الوثيقة الحاضرة، على أن تراعى الأصول الفنية والمتطلبات والشروط القانونية والتنظيمية المرعية الإجراء.

4. موافقة المالكين وأصحاب حق الانتفاع على إجراء أعمال إعادة التأهيل وكافة ما يرتبط بها أو يتفرع عنها من قبل الجهات المهنية المتخصصة أي المتعهدين والمهندسين والاستشاريين وسائر الجهات والأشخاص الذين يجري الاستعانة بهم من قبل البرنامج، والتزامهم بالسماح لهؤلاء بإحضار العمال والفنيين وإدخال المواد والأدوات والمعدات وإجراء الأعمال اللازمة في البناء وتسهيل عملهم فيه طيلة فترة أعمال إعادة التأهيل.
5. التزام المالكين وأصحاب حق الانتفاع بإخلاء البناء من جميع شاغليه ومن المحتويات والأغراض الموجودة فيه وتسليمه خالياً إلى البرنامج أو من ينتدبه بموجب محضر تسليم خطي، مع ضمان بقاء البناء خالياً من الأشخاص ومن المحتويات والأغراض طيلة فترة أعمال إعادة التأهيل. هذا ما لم يتبين بالاستناد إلى آراء الجهات المهنية المتخصصة الذين يجري الاستعانة بهم من قبل البرنامج، عدم الحاجة إلى إخلاء البناء أو بعض وحداته على النحو المذكور وذلك في حال لم تتطلب معايير السلامة وجوب الإخلاء وإذا كانت طبيعة أعمال إعادة التأهيل لن تشكل أي خطر على محتويات البناء أو الأغراض الموجودة فيه أو الأشخاص المقيمين أو المتواجدين فيه.
6. التزام المالكين وأصحاب حق الانتفاع بإبقاء الأمم المتحدة و/أو البرنامج بمنأى عن أي مسؤولية جزاء أي خطأ أو عيب أو ضرر قد يقع أثناء فترة تنفيذ أعمال إعادة التأهيل أو بسبب تنفيذ تلك الأعمال أو بمناسبةها أو بنتيجة تنفيذها أو ينهض بعد استكمالها أو ينتج جزاء كافة ما يرتبط بها أو يتفرع عنها وذلك لعلمهم التام بأن البرنامج يتولى تمويل أعمال إعادة التأهيل لا تنفيذها فضلاً عن مراقبته التزام الجهات المهنية المتخصصة التي تتولى التنفيذ بأداء مهامها وإنفاذ التزاماتها بصورة عامة لجهة المباشرة وإنهاء أعمال إعادة التأهيل لا الإشراف التفصيلي أو التقني على أعمالها، والتزام المالكين وأصحاب حق الانتفاع بعدم إدخال وبالعمل على إخراج الأمم المتحدة و/أو البرنامج من أي دعوى أو نزاع قانوني أو قضائي بهذا الصدد.
4. The owners and usufruct holders' consent to the execution of the rehabilitation works and all that relates to or derives from these works by the Specialized Professionals, i.e., contractors, engineers, consultants and all other entities and people recruited by the Programme, and their commitment to allow them to bring laborers and technicians, to enter materials, tools and equipment and to execute all necessary works on the building and to facilitate their task throughout the period of the rehabilitation works.
5. The owners and usufruct holders' commitment to vacate the building by people and from material contents and to hand it over empty to the Programme or to whoever it delegates according to written handover minutes, while ensuring that the building remains vacated by people and from material contents throughout the period of the rehabilitation works, unless it is found, based on the opinions of the Specialized Professionals recruited by the Programme that there is no need to vacate the building or some of its units as mentioned and in case the safety standards do not require this necessity and if the nature of the rehabilitation works will not pose any danger to the material contents of the building or to the people residing or present therein.
6. The owners and usufruct holders' commitment to hold the United Nations and/or the Programme harmless from any liability as a result of any fault, defect or damage that may occur throughout the period of execution of rehabilitation works, or that may be caused by this execution or in connection with it, or arise after the completion of these works or result from all that relates to or derives from, as they are fully aware that the Programme undertakes the financing of the rehabilitation works, not their execution, in addition to monitoring the commitment of the Specialized Professionals that carry out the execution to perform their tasks and enforce their obligations in general in terms of commencing and completing the rehabilitation works, not the detailed or technical supervision of their works. Furthermore, the owners and usufruct holders' commitment to refrain from bringing in and act to keep out the United

Nations and/or the Programme in any claim or legal or judicial dispute thereof.

7. The owners and usufruct holders' commitment to not demolish the building, alter it, execute any works that might affect it from structural aspects, change its specifications or exterior appearance after rehabilitation, change its type of use, arrange future rights or burdens burdening it, sell it, assign it in any way, transfer it to others, or assign the usufruct right for a period of nine (9) years starting from the date of completion of the rehabilitation works. The condition of not selling or assigning or transferring the property does not apply to the arrangements amongst the owners themselves or towards their heirs or relatives of ascendants, descendants, brothers, sisters, and spouses, provided that the successor is committed to all the obligations that the predecessor has committed to in order to benefit from the Project.
7. التزام المالكين وأصحاب حق الانتفاع بعدم هدم البناء أو تحويله أو إجراء أعمال فيه تؤثر عليه من الناحية الإنشائية أو تغيير مواصفاته أو الشكل الخارجي له بعد إعادة التأهيل أو تغيير وجهة استعماله أو ترتيب حقوق أو أعباء لاحقة مثقلة له أو بيعه أو التنازل عنه بأي شكل أو نقله للغير أو التنازل عن حق الانتفاع فيه وذلك لمدة تسع (9) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل. لا يطبق شرط عدم بيع العقار أو التنازل عنه أو نقله للغير على الترتيبات فيما بين المالكين أنفسهم أو تجاه ورثتهم أو تجاه أقاربهم من أصول وفروع وأشقاء وشقيقات وأزواج وزوجات شرط التزام الخلف بكافة موجبات السلف التي جرى الالتزام بها من قبل هذا الأخير للاستفادة من المشروع.
8. If the owners or usufruct holders occupy residential units in the building, their commitment to return to their dwellings and to reside in them for six (6) years from the date of completion of the rehabilitation works.
8. التزام المالكين وأصحاب حق الانتفاع، في حال كانوا يشغلون وحدات سكنية في البناء، بالعودة إلى مساكنهم وبالسكن فيها لمدة ست (6) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل.
9. If there are tenants or rest of residential units occupants, the owners and usufruct holders' commitment to guarantee the right of those to return to their dwellings and the continuity of their right to housing under the same terms and conditions for three (3) years from the date of completion of the rehabilitation works, provided that the necessary arrangements are to be made to guarantee this right, taking into account all current and future laws, agreements and judicial decisions in the event that they contain more favorable terms or conditions for tenants and occupants of residential units.
9. التزام المالكين وأصحاب حق الانتفاع، في حال كان ثمة مستأجرين أو باقي شاغلي وحدات سكنية، بضمان حق هؤلاء في العودة إلى مساكنهم واستمرار سكنهم فيها بالشروط نفسها لمدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل، على أن يصار إلى إجراء الترتيبات اللازمة التي تكرس هذا الحق، مع مراعاة كافة القوانين والاتفاقات والقرارات القضائية الحالية واللاحقة في حال كانت تتضمن شروطاً أو أوضاعاً أكثر فائدة للمستأجرين وباقي شاغلي الوحدات السكنية.

10. If there are vacant residential units in the building, the owners and usufruct holders' commitment to make available housing in the aforementioned units for low or middle-income families in need of housing for three (3) years from the date of completion of the rehabilitation works and the start of occupancy in accordance with the conditions set in the Present Document and with objective criteria set by the Programme and in return for rental fees commensurate with these families' conditions.
10. التزام المالكين وأصحاب حق الانتفاع، في حال كان ثمة وحدات سكنية شاغرة في البناء، بإتاحة السكن في هذه الوحدات لأسر محدودة أو متوسطة الدخل ذات حاجة للسكن، وذلك لمدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل وبدء الإشغال وفقاً للشروط المحددة في الوثيقة الحاضرة والمعايير الموضوعية التي يضعها البرنامج ومقابل بدلات إيجار تتناسب وأوضاع تلك الأسر.
11. If there are tenants or rest of non-residential units' occupants in the building, the owners and usufruct holders' commitment to guarantee the right of those to return to their units upon the completion of the rehabilitation works, taking into account all laws, agreements and judicial decisions that sponsor or govern the relationship between the two parties.
11. التزام المالكين وأصحاب حق الانتفاع، في حال كان ثمة مستأجرين أو باقي شاغلي وحدات غير سكنية في البناء، بضمان حق هؤلاء في العودة إلى وحداتهم المذكورة وذلك عند الانتهاء من أعمال إعادة التأهيل، مع مراعاة كافة القوانين والاتفاقات والقرارات القضائية التي ترعى أو تحكم العلاقة بين الفريقين.
12. The owners and usufruct holders' commitment to collaborate with the Programme and with the Implementing Administrative Party and to enable the Programme and/or the Implementing Administrative Party to exercise the right to monitor the implementation of the owners and usufruct holders' commitments subject of the Present Document.
12. التزام المالكين وأصحاب حق الانتفاع بالتعاون مع البرنامج ومع الجهة الإدارية المنفذة وتمكين البرنامج و/أو الجهة الإدارية المنفذة من ممارسة حق مراقبة تنفيذ المالكين وأصحاب حق الانتفاع لالتزاماتهم موضوع الوثيقة الحاضرة.
13. In general, agreeing to benefit from the Project under the General and Particular Conditions and the Document's Attachments.
13. وبصورة عامة، الموافقة على الاستفادة من المشروع ضمن الشروط العامة والخاصة ومرفقات الوثيقة الحاضرة.

Chapter 2:

Rehabilitation Works

الباب الثاني:

في أعمال إعادة التأهيل

Article 7: Obligation to obtain administrative approvals, permits and licenses as a condition for rehabilitation.

In implementation of the provisions of laws and regulations in force, particularly Law No. 194/2020 aiming to protecting the areas affected by the Port of Beirut explosion and supporting their reconstruction and its amendments, the rehabilitation works require obtaining approvals, permits and licenses from some administrative authorities and other competent references. In this context, by signing the Present Document, the owners and usufruct holders have approved and/or are committed to the following:

1. Initiating the rehabilitation works is conditioned to obtaining the approvals, permits and licenses from the administrative authorities, particularly the Municipality of Beirut, and from other competent references, in addition if necessary to the Ministry of Culture, mainly in case of buildings classified as heritage buildings by the Ministry of Culture or those that the Ministry decides that it shall be reviewed in their regard.
2. The obligation of the owners and usufruct holders if necessary, to submit applications for the approval of rehabilitation works to the competent references through the Programme or through whoever it delegates such as the Implementing Administrative Party and the Specialized Professionals or through any other party assigned by the Programme and according to the form prepared by the latter, with the authorization to the Programme or whoever it assigns to submit the application and follow it up in all its technical, architectural, administrative, legal and other aspects.

المادة السابعة: في موجب الحصول على الموافقات والأذونات والتراخيص الإدارية كشرط لإعادة التأهيل.

تنفيذاً لأحكام القوانين والأنظمة المرعية الإجراء لا سيما القانون رقم 2020/194 الرامي إلى حماية المناطق المتضررة بنتيجة الانفجار في مرفأ بيروت ودعم إعادة إعمارها وتعديلاته، تشترط أعمال إعادة التأهيل الحصول على الموافقات والأذونات والتراخيص من عدد من المراجع الإدارية وغيرها من المراجع المختصة. وفي هذا الإطار، وبمجرد توقيعهم على الوثيقة الحاضرة، يوافق المالكون وأصحاب حق الانتفاع و/أو يلتزمون بما يلي:

1. إن المباشرة بأعمال إعادة التأهيل مشروطة بالحصول على الموافقات والأذونات والتراخيص من المراجع الإدارية لا سيما بلدية بيروت وغيرها من المراجع المختصة، فضلاً عن وزارة الثقافة إذا لزم الأمر لا سيما في حالة الأبنية الموضوعة على لائحة الأبنية ذات الطابع التراثي أو المصنفة كأبنية تراثية من قبل وزارة الثقافة أو تلك التي تترأس الوزارة مراجعتها بشأنها.
2. التزام المالكين، وأصحاب حق الانتفاع إذا لزم الأمر، بالتقدم بطلبات الموافقة على أعمال إعادة التأهيل للمراجع المختصة عبر البرنامج أو من يتدببه كالجهة الإدارية المنقذة والجهات المهنية المتخصصة أو عبر أي من الجهات الأخرى المكلفة من قبل البرنامج ووفق النموذج المعد من قبل هذا الأخير، مع تفويض البرنامج أو من يكلفه أمر تقديم الطلب ومتابعته في كافة نواحيه الفنية والهندسية والإدارية والقانونية وغيرها.

3. The obligation of obtaining the approvals, permits, and licenses required by the competent references is considered as a basic condition of the Present Document, and therefore the Present Document shall automatically cease from producing its legal effects and is considered as non-existent in the event of not obtaining or refusing to grant the aforementioned approvals, permits, and licenses, without any responsibilities or liabilities of any kind on the United Nations and/or on the Programme.
3. إن شرط الحصول على الموافقات والأذونات والتراخيص المطلوبة من قبل المراجع المختصة، يعتبر شرطاً أساسياً من شروط الوثيقة الحاضرة، وبالتالي تتوقف الوثيقة الحاضرة حكماً عن إنتاج مفاعليها القانونية وتعدّ كأنها لم تكن في حال عدم الحصول على الموافقات والأذونات والتراخيص المذكورة أو رفض إعطائها، دون أن يترتب على الأمم المتحدة و/أو البرنامج أي تبعات أو مسؤوليات من أي نوع كان.

Article 8: Rehabilitation works, their commencement and their completion.

By signing the Present Document, the owners and usufruct holders have approved and/or are committed to the following in relation to the rehabilitation works:

1. The owners and usufruct holders agree to and comply with the basic terms and conditions stipulated in Paragraphs (1), (2), (3), (4) and (5) of Article 6 of the General Conditions of the Present Document regarding the owners and usufruct holders' commitments.
2. The rehabilitation works shall commence after obtaining the required approvals, permits, and licenses as specified in Article 7 of the General Conditions of the Present Document, and after the completion of the preparation of technical and architectural studies conducted by the Specialized Professionals recruited by the Programme, and immediately after the building is handed over to the Programme or to whoever it delegates from the Specialized Professionals in particular the contractors or to the Implementing Administrative Party according to written initial handover minutes. Initial handover shall mean the handover of the building by the owners and usufruct holders to the Programme or to whoever it delegates for the initiation of the rehabilitation works.
3. As soon as the required approvals, permits, and licenses are obtained and the completion of the technical and engineering studies, the Programme invites the owners and usufruct holders to hand over the building and the units they occupy, if they occupy any, to the Programme or to whoever it delegates to start the rehabilitation works. Also, the tenants, the rest of units' occupants, and the rest of the beneficiaries of the Project if present at the time (i.e.: families in need of housing, family members in need of housing) shall be simultaneously invited to hand over their units.

المادة الثامنة: في أعمال إعادة التأهيل، بدؤها وانتهائها.

بمجرد توقيعهم على الوثيقة الحاضرة، يوافق المالكون وأصحاب حق الانتفاع و/أو يلتزمون بما خصّ أعمال إعادة التأهيل بما يلي:

1. موافقة المالكين وأصحاب حق الانتفاع والتزامهم بالأحكام والشروط الأساسية المنصوص عنها في الفقرات (1) و(2) و(3) و(4) و(5) من المادة السادسة من الشروط العامة للوثيقة الحاضرة المتعلقة بالالتزامات الأساسية للمالكين وأصحاب حق الانتفاع.
2. تبدأ أعمال إعادة التأهيل بعد الحصول على الموافقات والأذونات والتراخيص المطلوبة وفق ما هو محدد في المادة السابعة من الشروط العامة للوثيقة الحاضرة، وإثر الانتهاء من إعداد الدراسات الفنية والهندسية التي تجريها الجهات المهنية المتخصصة التي استعان بها البرنامج، وفور تسليم البناء إلى البرنامج أو من يتدببه من الجهات المهنية المتخصصة لا سيما المتعهدين أو إلى الجهة الإدارية المنفذة وذلك بموجب محضر تسليم أولي خطي. يقصد بالتسليم الأولي تسليم البناء من قبل المالكين وأصحاب حق الانتفاع إلى البرنامج أو إلى من يتدببه للمباشرة بأعمال إعادة التأهيل.
3. فور الحصول على الموافقات والأذونات والتراخيص المطلوبة والانتهاء من الدراسات الفنية والهندسية، يدعو البرنامج المالكين وأصحاب حق الانتفاع إلى تسليم البناء والوحدات التي يشغلونها فيه في حال كانوا يشغلون أي وحدات وذلك إلى البرنامج أو من يتدببه للمباشرة بأعمال إعادة التأهيل. كذلك يتم بالتزامن دعوة المستأجرين وباقي شاغلي الوحدات وباقي المستفيدين من المشروع في حال تواجدهم في حينه (أي الأسر ذات الحاجة للسكن وأفراد العائلة ذوو الحاجة للسكن) وذلك لتسليم وحداتهم.

4. The building is handed over according to written initial handover minutes signed by the Programme or its delegate on one hand, and the owners and usufruct holders on the other hand, represented by one of them in case they are many, as specified in Paragraph (2) of Article 27 of the General Conditions of the Present Document. The same shall apply to all other rights holders in relation to their own units.
4. يجري تسليم البناء بموجب محضر تسليم أولي خطّي يوقع من قبل البرنامج أو من ينتدبه من جهة، والمالكين وأصحاب حق الانتفاع من جهة أخرى الممثلين بأحدهم في حال تعددهم وذلك على النحو المحدد في الفقرة (2) من المادة السابعة والعشرين من الشروط العامة للوثيقة الحاضرة. والحال نفسه بالنسبة لسائر أصحاب الحقوق فيما يرتبط بوحداتهم الخاصة.
5. The rehabilitation works shall be initiated immediately upon the conduction of the initial handover with the owners and usufruct holders as specified in Paragraph (4) above. Moreover, the rehabilitation works of the private units inside these units shall be initiated immediately upon the conduction of the initial handover with the rights holders in these units.
5. تتمّ المباشرة بأعمال إعادة تأهيل البناء فور إجراء معاملة التسليم الأولي مع المالكين وأصحاب حق الانتفاع على النحو المحدد في الفقرة (4) أعلاه. كما تجري المباشرة بأعمال إعادة تأهيل الوحدات الخاصة في الداخل فور إجراء معاملة التسليم الأولي مع أصحاب الحقوق في تلك الوحدات.
6. The refusal of any of the beneficiaries of the Project to the rehabilitation of their units from inside, or their refusal to hand them over to the Programme or to whoever it delegates in order to carry out the rehabilitation works, stops the implementation of the rehabilitation works within these units exclusively, while the rehabilitating of the rest of the building shall continue normally and according to the specified path. In all cases, dispositions of Paragraph (5) of Article 6 of the General Conditions of the Present Document shall be taken into account.
6. إن عدم موافقة أيّ من المستفيدين من المشروع على إعادة تأهيل وحداتهم من الداخل، أو امتناعهم عن تسليمها للبرنامج أو لمن ينتدبه من أجل القيام بأعمال إعادة التأهيل، يوقف تنفيذ أعمال إعادة التأهيل وذلك داخل تلك الوحدات حصراً، في حين يتمّ المضي في أعمال إعادة تأهيل باقي البناء على نحو طبيعي ووفقاً للمسار المحدد. على أنه يقتضي في جميع الأحوال مراعاة الأحكام المنصوص عنها في الفقرة (5) من المادة السادسة من الشروط العامة للوثيقة الحاضرة.
7. The owners and usufruct holders, and through their representative in case they are many, as specified in Paragraph (2) of Article 27 of the General Conditions of the Present Document, or through a single architect to be delegated by them or by their aforementioned representative, may monitor the execution of the rehabilitation works, provided that the role of this party is limited exclusively to the general monitoring of how the works are executed without any general or detailed supervision of the execution and without giving instructions or directing notes to the people who are carrying out the works or to their subordinates. However, the Programme can be contacted, and notes can be sent to it through the mechanisms adopted by the
7. يجوز للمالكين وأصحاب حق الانتفاع، وعبر من يمثلهم في حال تعددهم وذلك على النحو المحدد في الفقرة (2) من المادة السابعة والعشرين من الشروط العامة للوثيقة الحاضرة، أو عبر أحد المهندسين الذي يصار إلى انتدابه من قبلهم أو من قبل ممثلهم المشار إليه، مراقبة تنفيذ أعمال إعادة التأهيل، على أن يقتصر دور هذه الجهة حصراً على المراقبة العامة لكيفية تنفيذ الأعمال دون الإشراف العام أو التفصيلي على تنفيذها ودون إعطاء التعليمات أو توجيه الملاحظات للجهات التي تتولّى أعمال التنفيذ أو لتابعيها، على أن يتم التواصل مع البرنامج وإطلاعه على هذه الملاحظات عبر الأليات المعتمدة لدى البرنامج. في هذه الحال، يحقّ للمالكين وأصحاب حق الانتفاع عبر ممثلهم أو المهندس المنتدب من قبلهم إجراء زيارات ميدانية لموقع العمل والإطلاع على الأشغال الجارية فيه وذلك مرّة واحدة كلّ

latter. In this case, the owners and usufruct holders, through their representative or their delegated architect, have the right to conduct field visits to the work site and to review the ongoing works therein, once every two weeks, for a period not exceeding one hour at most, provided to inform the Programme at least forty eight hours in advance prior to the visit date in order to inform the Specialized Professionals to take safety measures in parallel to the visit.

أسبوعين ولمدة لا تتعدى ساعة على الأكثر، على أن يتم إعلام البرنامج مسبقاً وقبل ثمان وأربعين ساعة على الأقل بموعد هذه الزيارة كي يصار إلى إحاطة الجهات المهنية المتخصصة من أجل اتخاذ تدابير السلامة الملازمة للزيارة.

8. Rehabilitation works shall be completed within the period specified in the Particular Conditions of the Present Document. Noting that the expected period to complete the rehabilitation works is an initial period that may increase or decrease due to factual exigencies and Project progress requirements.
 9. Once the rehabilitation works are completed, the Programme invites the owners and usufruct holders to hand back the building and the units they occupy in it, if they occupy any. The tenants, the rest of units' occupants, and the rest of the beneficiaries of the Project, if present at the time (i.e., families in need of housing, family members in need of housing), shall be simultaneously invited to hand back or receive their units.
 10. The building shall be handed back according to written final handover minutes signed by the Programme or its delegate on one hand, and the owners and usufruct holders on the other hand, who are represented by one of them in case they are many, as specified in Paragraph (2) of Article 27 of the General Conditions of the Present Document. The same shall apply to all other right holders in relation to their private units. Final handover shall mean the handover of the building by the Programme or by whoever it delegates to the owners and usufruct holders after the completion of rehabilitation works.
 11. The completion of the final handover transaction as specified in Paragraph (10) above shall be deemed to mark the completion of the rehabilitation works.
8. يجري الانتهاء من أعمال إعادة التأهيل خلال المدة المحددة لانتهاء تلك الأعمال في الشروط الخاصة للوثيقة الحاضرة. علماً أن المدة المتوقعة هذه هي عبارة عن مدة مبدئية إذ قد تزيد أو تنقص بحسب مقتضيات الواقع ومتطلبات سير المشروع.
 9. فور الانتهاء من أعمال إعادة التأهيل، يدعو البرنامج المالكين وأصحاب حق الانتفاع إلى استلام البناء والوحدات التي يشغلونها فيه في حال كانوا يشغلون أي وحدات. كذلك يتم بالتزامن دعوة المستأجرين وباقي شاغلي الوحدات وباقي المستفيدين من المشروع في حال تواجدهم في حينه (أي الأسر ذات الحاجة للسكن وأفراد العائلة ذات الحاجة للسكن) وذلك لاستلام وحداتهم.
 10. يجري استلام البناء بموجب محضر تسليم نهائي خطي يوقع من قبل البرنامج أو من ينتدبه من جهة، والمالكين وأصحاب حق الانتفاع من جهة أخرى الممثلين بأحدهم في حال تعددهم وذلك على النحو المحدد في الفقرة (2) من المادة السابعة والعشرين من الشروط العامة للوثيقة الحاضرة. والحال نفسه بالنسبة لساكني أصحاب الحقوق فيما يرتبط بوحداتهم الخاصة. يقصد بالتسليم النهائي تسليم البناء من قبل البرنامج أو من ينتدبه إلى المالكين وأصحاب حق الانتفاع بعد الانتهاء من أعمال إعادة التأهيل.
 11. يعتبر إجراء معاملة التسليم النهائي على النحو المحدد في الفقرة (10) أعلاه بمثابة إيدان بانتهاء أعمال إعادة التأهيل.

12. The guardianship of the building and all the responsibilities resulting therefrom shall be transferred, upon the final handover, to the owners, the usufruct holders, and the rest of the rights holders therein.
12. تنتقل في موعد التسليم النهائي حراسة البناء وكافة المسؤوليات الناجمة عنه إلى المالكين وأصحاب حق الانتفاع وباقي أصحاب الحقوق فيه.
13. The purpose of the final handover of the building and of the units therein as specified above after the completion of the rehabilitation works, in addition to achieving the desired goal represented mainly in completing the rehabilitation and handing over the building and the units therein after rehabilitation, as well as the transfer of its guardianship and the responsibilities resulting from it to the owners, usufruct holders and the rest of the rights holders, it also aims to complete the implementation of the terms and conditions of the Present Document and the contracts signed between the beneficiaries of the Project, not to mention the commencement of the specified periods for the obligations, after enabling them to hand back or receive the building or their units after being rehabilitated, to ensure the continuity and provision of the right to housing. Hence, the failure or delay in handing over or handing back the building or the unit to/from the Programme without a legitimate reason, constitutes a legal and contractual fault, for which the defaulter shall bear the appropriate legal consequences and responsibilities.
13. إن الغاية من التسليم النهائي للبناء وللوحدات الكائنة فيه على النحو المحدد أعلاه بعد الانتهاء من أعمال إعادة التأهيل، وفضلاً عن تحقيقه الغاية المرادة والمتمثلة أساساً في إتمام إعادة التأهيل وتسليم البناء والوحدات الكائنة فيه بعد إعادة التأهيل ناهيك عن نقل حراسته والمسؤوليات الناجمة عنه إلى المالكين وأصحاب حق الانتفاع وباقي أصحاب الحقوق، فهو يرمي أيضاً إلى استكمال تنفيذ بنود ومندرجات الوثيقة الحاضرة والعقود الموقعة بين المستفيدين من المشروع ناهيك عن انطلاق سريان المدد الزمنية للاتزامات المحددة فيها بعد تمكين هؤلاء من استلام البناء أو وحداتهم بعدما يعاد تأهيلها لما فيه ضمان استمرار وتوفير حق السكن لهم. من هنا، فإن الامتناع أو التأخر عن تسليم البناء أو الوحدة إلى البرنامج أو عن استلامهما منه دون سبب مشروع، يشكل خطأ قانونياً وتعاقدياً يحتمل مرتكبه النتائج والمسؤوليات القانونية المناسبة.
14. In order to avoid duplication in the commencement of periods after the final handover, in case of any discrepancy in the date of final handover between the date on which the owners and usufruct holders have handed back or receive the building from the Programme, and the date on which the rights holders or any of them have handed back or received their private units, only the date on which the owners and usufruct holders have handed back the building shall be considered as the date of commencement of these periods.
14. تقادياً للازدواجية في انطلاق سريان المدد بعد التسليم النهائي، فإنه وفي حال وقوع اختلاف في تاريخ التسليم النهائي بين تاريخ استلام المالكين وأصحاب حق الانتفاع للبناء من البرنامج، وتاريخ استلام أصحاب الحقوق أو أي منهم لوحداتهم الخاصة، يعتد حينها فقط بالتاريخ الذي يجري فيه استلام المالكين وأصحاب حق الانتفاع للبناء كموعداً لانطلاق سريان تلك المدد.

15. In case the owners and usufruct holders fail to respond to the invitation to conduct the final hand over transaction on the specified date, they shall be deemed to have been automatically notified of the completion of the rehabilitation works after the third invitation to hand back the building, provided that at least one week separates each invitation. In this case the third specified date of handing back the building shall be considered as the date of the commencement of periods, whether the owners and usufruct holders attended or failed to attend or hand back the building.
15. في حال تخلف المالكون وأصحاب حق الانتفاع عن تلبية الدعوة إلى إجراء معاملة التسليم النهائي في الموعد المحدد، يعتبر هؤلاء مبلغين حكماً انتهاء أعمال إعادة التأهيل بعد دعوتهم للمرة الثالثة لاستلام البناء، على أن يفصل بين المرة والأخرى أسبوع واحد على الأقل، ويعتبر في هذه الحال الموعد الثالث المحدد لاستلام البناء بمثابة موعد انطلاق سريان المدد سواء حضر المالكون وأصحاب حق الانتفاع أم تخلفوا عن الحضور أو عن الاستلام.
16. In case the rest of the rights holders of the private units fail to do so, the defaulters shall be invited twice to carry out the final handover transaction of their units, provided that at least one week separates each invitation. Noting that the purpose of this invitation is to inform them of the completion of the rehabilitation works, along with the legal consequences thereto, in order to achieve transparency. However, this invitation shall not be considered as the date of the commencement of periods.
16. أما في حال تخلف باقي أصحاب الحقوق في الوحدات الخاصة، فيصار مرتين إلى دعوة المتخلفين لإجراء معاملة التسليم النهائي بالنسبة لوحداتهم، على أن يفصل بين المرة والأخرى أسبوع واحد على الأقل. علماً أن الغاية من هذه الدعوة تتمثل في إعلام هؤلاء بانتهاء أعمال إعادة التأهيل مع ما يترتب على هذا الانتهاء من نتائج قانونية وذلك تحقيقاً للشفافية دون أن تشكل هذه الدعوة منطلقاً لسريان المدد.
17. If any residential units are still occupied in the building or if non-residential units in which professional, commercial or other activities are still being practiced at the date of signing the Present Document, and if it appears based on the opinions of the Specialized Professionals that there is no need to vacate these units during the rehabilitation period in accordance with Paragraph (5) of Article 6 of the General Conditions of the Present Document, normal access to these units shall be then secured while maintaining safety procedures.
17. في حال وجود وحدات سكنية لا تزال مشغولة في البناء أو وجود وحدات غير سكنية لا تزال تمارس فيها أنشطة مهنية أو تجارية أو غيرها بتاريخ التوقيع على الوثيقة الحاضرة، وإذا تبين بالاستناد إلى آراء الجهات المهنية المتخصصة عدم الحاجة إلى إخلاء تلك الوحدات خلال فترة إعادة التأهيل عملاً بالفقرة (5) من المادة السادسة من الشروط العامة للوثيقة الحاضرة، يصار حينها إلى تأمين الوصول بشكل طبيعي إلى تلك الوحدات مع الحفاظ على إجراءات السلامة.
18. In all cases, the owners and usufruct holders are committed to use the Grievance Redress Mechanism established by the Programme or its agent to submit any complaint, suggestion, request, remark or inquiry during the rehabilitation works period.
18. في كافة الأحوال، يلتزم المالكون وأصحاب حق الانتفاع باستخدام آلية معالجة الشكاوى المنشأة لدى البرنامج أو من ينتدبه وذلك لتقديم أي شكوى أو اقتراح أو طلب أو ملاحظة أو استفسار خلال فترة أعمال إعادة التأهيل.

Article 9: Responsibility for the study and the implementation aspects of the rehabilitation works.

By signing the Present Document, the owners and usufruct holders confirm their knowledge and/or their approval and/or their commitment to the following:

1. Owners and usufruct holders confirm their knowledge of the following:

- A. All rehabilitation works and everything that relates to or derives from shall be carried out by the Specialized Professionals, i.e., the contractors, engineers, consultants, and other technicians recruited by the Programme, as they are all professionals in their fields. Noting that their selection was made through transparent request for proposals and bids.
- B. The Specialized Professionals pledge to carry out their work in accordance with the content of the Present Document and the conditions and specifications indicated in the Document's Attachments, in addition to their commitment to the generally accepted technical principles and standards, taking into account the legal and regulatory conditions in force.
- C. The Specialized Professionals undertake to assume all responsibilities resulting from their works, to ensure and guarantee the quality of these works that they shall carry no defect, and to guarantee any fault or negligence in the study or the implementation of works.

المادة التاسعة: في المسؤولية عن الجوانب المرتبطة بالدراسة والتنفيذ المتصلة بأعمال إعادة التأهيل.

بمجرد توقيعهم على الوثيقة الحاضرة، يؤكد المالكون وأصحاب حق الانتفاع علمهم و/أو يبدون موافقتهم و/أو التزامهم بما يلي:

1. يؤكد المالكون وأصحاب حق الانتفاع علمهم بالآتي:

- أ. إن جميع أعمال إعادة التأهيل وكافة ما يرتبط بها أو يتفرع عنها سوف يجري تنفيذها بواسطة الجهات المهنية المتخصصة أي المتعهدين والمهندسين والاستشاريين وغيرهم من الفنيين الذين يجري الاستعانة بهم من قبل البرنامج، حيث أن هؤلاء جميعاً هم أشخاص محترفين في مجالاتهم. هذا مع الإحاطة بأن اختيار هؤلاء من قبل البرنامج قد جرى بموجب استندراجات عروض ومناقصات شفافة.
- ب. تعهد الجهات المهنية المتخصصة القيام بأعمالها بالانسجام مع مضمون الوثيقة الحاضرة والشروط والمواصفات المحددة في مرفقات هذه الوثيقة فضلاً عن التزامها بالأصول والمعايير الفنية المتعارف عليها مع مراعاة الشروط القانونية والتنظيمية المرعية الإجراء.
- ت. تعهد الجهات الفنية المتخصصة بتحمل كافة المسؤوليات الناجمة عن أعمالها وبضمان وكفالة جودة تلك الأعمال وخلوها من أي عيب وضمان أي خطأ أو إهمال في الدراسة أو التنفيذ.

- D. The transfer of responsibility of guardianship of the building and the objects therein to the contractors, from the date of handing over the building to the Programme or to whoever it delegates, and throughout the period of carrying out the rehabilitation works until the completion of these works and the takeover again of the building by the owners and usufruct holders. Noting that the contractors shall bear the entire responsibility during the aforementioned period resulting from the rehabilitation works, take all precautions and public safety measures and all necessary measures to protect the property, the work site and all persons and objects present therein, as well as in the private and public properties surrounding it, and conduct the necessary insurance contracts in this regard, and to apply all environmental and social risk management plans prepared for the Project, taking into account the condition in which the occupants of units continue to occupy their units as stipulated in Paragraph (5) of Article 6 and Paragraph (17) of Article 8 of the General Conditions of the Present Document, whereby the aforementioned occupants of units bear responsibility for their personal fault, for the fault of their dependents and persons associated thereto or for the fault of their visitors and customers and all other responsibilities arising from the occupancy or from the activity carried out in their units.
- ث. انتقال مسؤولية حراسة البناء والأشياء المتواجدة فيه إلى المتعهدين أو المقاولين وذلك منذ تاريخ تسليم البناء إلى البرنامج أو من يتدببه وطيلة فترة القيام بأعمال إعادة التأهيل إلى حين الانتهاء من تلك الأعمال واستلام المالكين وأصحاب حق الانتفاع للبناء من جديد، وتحمل المتعهدين أو المقاولين خلال الفترة المذكورة كافة المسؤوليات الناجمة عن أعمال إعادة التأهيل، والتزامهم باتخاذ كافة الاحتياطات وتدابير السلامة العامة والتدابير اللازمة لحماية العقار وموقع العمل وسائر الأشخاص والأشياء المتواجدين فيه وفي الأملاك الخاصة والعامة المحيطة به وبإجراء ما يلزم بهذا الصدد من عقود تأمين وتطبيق مخططات إدارة المخاطر البيئية والاجتماعية المعدة للمشروع، مع مراعاة الحالة التي يستمر فيها شاغلو الوحدات في وحداتهم والمنصوص عنها في الفقرة (5) من المادة السادسة وفي الفقرة (17) من المادة الثامنة من الشروط العامة للوثيقة الحاضرة حيث يتحمل شاغلو الوحدات المذكورين المسؤولية عن خطئهم الشخصي أو عن خطأ تابعيهم والأشخاص المرتبطين بهم أو عن خطأ زوارهم وزبائنهم وكافة المسؤوليات الأخرى الناجمة عن إشغال أو عن نشاط وحداتهم.

2. In order to achieve complete transparency, the names of the parties that are recruited by the Programme to undertake the rehabilitation works and all that relates to or derives from, particularly with respect to matters related to the study and the implementation, including contractors, engineers, consultants and other technicians, shall be specified in the Particular Conditions of the Present Document. If any of the aforementioned parties has not yet been appointed by the date of signing the Present Document, the Programme shall, after his appointment, inform the owners and usufruct holders of his name, capacity, and the role he plays in this regard.
- تحقيقاً للشفافية التامة، تحدّد أسماء الجهات التي يجري الاستعانة بها من قبل البرنامج والتي تتولّى أعمال إعادة التأهيل وكافة ما يرتبط بها أو يتفرّع عنها لا سيّما ما يتعلّق بمسائل الدراسة والتنفيذ، من متعهّدين ومهندسين واستشاريين وغيرهم من الفئتين، وذلك في الشروط الخاصة للوثيقة الحاضرة. إذا كان أيّ من هؤلاء لم يصر إلى تعيينه بعد بتاريخ التوقيع على الوثيقة الحاضرة، يتولّى البرنامج بعد تعيينه أمر إبلاغ المالكين وأصحاب حقّ الانتفاع باسمه وصفته والدور الذي يؤدّيه بهذا الخصوص.
3. Owners and usufruct holders are committed not to claim any financial compensation for any material, moral or other damages that may result from lost profit or the decline in economic activity due to the non-investment of the plot or some of its units, or from the rehabilitation works throughout the rehabilitation period, as they are fully aware of the current state of the property that prevents it from being invested in a normal and familiar way, and of the positive impact of the rehabilitation on the property as a whole and on the possibilities of its future investment.
- يلتزم المالكون وأصحاب حقّ الانتفاع بعدم المطالبة بأيّ تعويض مالي عن أيّ أضرار مادية أو معنوية أو غيرها قد تنتج عن الربح الفائت أو عن تراجع الحركة الاقتصادية الناجمين عن عدم استثمار العقار أو بعض الوحدات فيه أو عن أعمال إعادة التأهيل طيلة فترة إعادة التأهيل، وذلك لإدراكهم التام بوضعية العقار الحالية التي تحول دون استثماره بشكل عادي ومألوف ولعلمهم لما في إعادة التأهيل من أثر إيجابي على العقار ككلّ وعلى احتمالات استثماره مستقبلاً.
4. In all cases, the owners and usufruct holders are irrevocably committed, in the present or in the future, to the basic terms and conditions stipulated in Paragraph (6) of Article 6 of the General Conditions of the Present Document, so that they undertake to hold the United Nations and/or the Programme harmless from any liability as a result of the execution of the rehabilitation works and all that relates to or derives from, and they undertake to refrain from bringing in and act to keep out the United Nations and/or the Programme in any claim or legal or judicial dispute thereof.
- في كافة الأحوال، يلتزم المالكون وأصحاب حقّ الانتفاع التزاماً نهائياً لا رجوع عنه حاضراً أو مستقبلاً بالأحكام والشروط الأساسية المنصوص عنها في الفقرة (6) من المادة السادسة من الشروط العامة للوثيقة الحاضرة، بحيث أنهم يتعهّدون بإبقاء الأمم المتحدة و/أو البرنامج بمنأى عن أيّ مسؤولية جزاء الأعمال التنفيذية المتّصلة بإعادة التأهيل أو ما يرتبط بها أو يتفرّع عنها، ويلتزمون بعدم إدخال وبالععمل على إخراج الأمم المتحدة و/أو البرنامج من أيّ دعوى أو نزاع قانوني أو قضائي بهذا الصدد.

Chapter 3:

Relationship between the Project's Beneficiaries

Article 10: Commitment of owners and usufruct holders to return to their residential units and to reside in them.

Owners and usufruct holders who currently occupy residential units in the building or were occupying them at the date of the explosion, even if they later vacate, are committed to return to their dwellings within a period of three (3) months from the date of completion of the rehabilitation works and to reside in these units for a period of six (6) years from the date of completion of the rehabilitation works. In this context, the rest of the owners and usufruct holders agree to this occupancy by signing the Present Document.

Article 11: Commitment of owners and usufruct holders to guarantee the right of the tenants and of the rest of residential units' occupants to return to their units and the continuity of their right to reside in them.

In case of existence of any residential units in the property that are still occupied at the present time by the tenants and the rest of units occupants, or were occupied by these at the date of the explosion, and then vacated later without the termination of the pertaining rents or occupancies according to the law, by virtue of enforceable judicial decisions, according to agreements, or based on any other legal and legitimate reason, the owners and usufruct holders are committed to guarantee the right to return for tenants and other occupants of residential units to their dwellings and the continuity of their right to reside in them under the same terms and conditions for three (3) years from the date of completion of the rehabilitation works, taking into account the following:

الباب الثالث:

في العلاقة بين المستفيدين من المشروع

المادة العاشرة: في التزام المالكين وأصحاب حق الانتفاع بالعودة إلى وحداتهم السكنية والسكن فيها.

يلتزم المالكون وأصحاب حق الانتفاع الذين يشغلون في الوقت الحاضر وحدات سكنية في البناء أو كانوا يشغلونها بتاريخ وقوع الانفجار ولو جرى تركها من جانبهم فيما بعد، بالعودة إلى مساكنهم خلال فترة ثلاثة (3) أشهر من تاريخ الانتهاء من أعمال إعادة التأهيل والسكن في تلك الوحدات لمدة سنت (6) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل. وفي هذا الإطار، يوافق باقي المالكين وأصحاب حق الانتفاع على هذا الإشغال وذلك بمجرد توقيعهم على الوثيقة الحاضرة.

المادة الحادية عشرة: في التزام المالكين وأصحاب حق الانتفاع بضمان حق مستأجري وباقي شاغلي الوحدات السكنية بالعودة إلى وحداتهم المذكورة واستمرار حقهم في السكن فيها.

في حال وجود وحدات سكنية في البناء لا تزال مشغولة في الوقت الحاضر من قبل المستأجرين وباقي شاغلي الوحدات أو كانت مشغولة من هؤلاء بتاريخ الانفجار ثم شغرت فيما بعد دون أن يصار إلى إنهاء الإيجارات أو الإشغالات العائدة لها بموجب القانون أو بمقتضى قرارات قضائية نافذة أو وفقاً لاتفاقات أو بالاستناد إلى أي سبب آخر قانوني ومشروع، يلتزم المالكون وأصحاب حق الانتفاع بضمان عودة مستأجري وباقي شاغلي الوحدات السكنية المذكورة إلى مساكنهم واستمرار حقهم في السكن فيها بالشروط نفسها لمدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل، وذلك مع مراعاة ما يلي:

1. Regarding tenants benefiting from the legal extension under the exceptional rental laws (rents contracted before 23/07/1992):
- بالنسبة للمستأجرين المستفيدين من التمديد القانوني بفعل قوانين الإيجارات الاستثنائية (الإيجارات المعقودة قبل 23/7/1992):
- A. The commitment of lessors to guarantee the right of tenants to return to their residential units and the continuity of their right to reside in them throughout the legal extension period without an increase in the rental fees except for the legally permissible increases, taking into account the provisions stipulated by the Present Document, particularly those mentioned in Clause "D" below.
- أ. التزام المؤجرين بضمان حقّ المستأجرين بالعودة إلى وحداتهم السكنية واستمرار حقهم في اشغال تلك الوحدات وذلك طيلة مدّة التمديد القانوني دون زيادة في بدلات الإيجار باستثناء الزيادات المباحة قانوناً ومع مراعاة الأحكام الواردة في الوثيقة الحاضرة لا سيّما تلك الواردة في البند "ث" أدناه.
- B. In case of conflict in the applicable laws related to exceptional rents, or in case of conflicting interpretations of the law, particularly regarding the date of commencement of the extension years, the lessors are committed to apply the law that is favorable for the tenants, to adhere to the interpretation closest to the interest of the latter, and they waive all their rights in this regard.
- ب. في حال كان ثمة تنازع في القوانين السارية المفعول والمتعلّقة بالإيجارات الاستثنائية أو وجود تفسيرات متعارضة للقانون لا سيّما في الجانب المتعلّق بتاريخ بدء سريان السنوات التمديدية، يلتزم المؤجّرون بتطبيق القانون الأصحّ للمستأجرين وبإعطاء التفسير الأقرب لمصلحة هؤلاء ويتنازلون عن كافة الحقوق العائدة لهم بهذا الخصوص.
- C. Lessors who have previously filed litigative lawsuits against the tenants, before the date of signing the Present Document, related to the tenants' right of lease, or affecting the continuity of this right, shall be exempted from the compliance with the provisions of Clauses "A" and "B" above, provided that these lessors are committed in all cases to guarantee the right of tenants to return to their residential units, until the dispute is resolved by the competent courts or amicably by agreement between the two parties, the lessors and the tenants.
- ت. يستثنى من الالتزام بأحكام البندين "أ" و"ب" أعلاه، المؤجّرون الذين سبق لهم أن تقدّموا بوجه المستأجرين قبل تاريخ التوقيع على الوثيقة الحاضرة بدعاوى قضائية نزاعية ترتبط بأحقية المستأجرين في الإيجار أو تؤثر على استمرارية هذا الحقّ، على أن يلتزم هؤلاء المؤجّرين في كافة الأحوال بضمان حقّ المستأجرين في العودة إلى وحداتهم السكنية وذلك إلى حين حسم النزاع من قبل المحاكم الواضحة يدها على الملف أو إنهائه بصورة حيّية باتفاق الفريقين، المؤجّرين والمستأجرين.
- D. Lessors are also committed to refrain from referring back to the tenants in person to claim subsequent increases in the rental fees in accordance with the laws in force at the date of signing the Present Document, for a period of three (3) years from the date of completion of the rehabilitation works, regardless of whether or not these tenants benefit from the Fund's contributions in connection to old residential tenancies subject to the exceptional rental laws.
- ث. كما يلتزم المؤجّرون بعدم الرجوع على المستأجرين شخصياً لمطالبتهم بالزيادات اللاحقة على بدلات الإيجار وفق القوانين السارية المفعول بتاريخ التوقيع على الوثيقة الحاضرة وذلك لمدّة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل وبقطع النظر عمّا إذا كان هؤلاء المستأجرين يستفيدون أم لا من تقديرات صندوق المساعدات المتعلّق بالإيجارات السكنية القديمة الخاضعة لقوانين الإيجارات الاستثنائية.

- E. In case tenants were forced to leave the rented property, as a result of the explosion and the inability to reside therein, without the lease being terminated in a legal manner and by judicial means or agreement, the lessors are committed to guarantee the right of tenants to return to their residential units and the continuity to reside in them, under the same previous terms and conditions, provided that the tenants' departure from the rented property in this case shall not be considered as the case of abandonment stipulated in the exceptional rental laws, with the consent of the lessors and their waiver of any right they have in this regard.
- F. Additionally, throughout the period of rehabilitation works, the tenants' departure from the rented property for the purposes of carrying out these works shall not be considered the case of abandonment stipulated in the exceptional rental laws, with the consent of the lessors and their waiver of any right they have in this regard.
- ج. في حال اضطرار المستأجرين إلى ترك المأجور جرّاء الانفجار نتيجة تعذّر سكنهم فيه دون أن يصار إلى إنهاء الإيجار بصورة أصلوية وبالطرق القضائية أو الاتفاقية، يلتزم المؤجرون بضمان حقّ المستأجرين في العودة إلى وحداتهم السكنية واستمرار حقّهم في اشغال تلك الوحدات وذلك وفق الترتيبات السابقة نفسها، على ألا يشكل إخلاء المستأجرين للمأجور في هذه الحالة، حالة الترك المنصوص عنها في قوانين الإيجارات الاستثنائية وذلك بموافقة المؤجرين وتنازلهم عن أيّ حقّ لهم بهذا الخصوص.
- ح. كما أنه طيلة مدّة أعمال إعادة التأهيل، لا تؤلّف أو تشكل مغادرة المستأجرين للمأجور لغايات إجراء تلك الأعمال حالة الترك المنصوص عنها في قوانين الإيجارات الاستثنائية وذلك بموافقة المؤجرين وتنازلهم عن أيّ حقّ لهم بهذا الخصوص.

2. Regarding tenants not benefiting from the legal extension under the exceptional rental laws (rents contracted as of 23/07/1992):

- A. The commitment of lessors to guarantee the right of tenants to return to their residential units and the continuity to reside in them throughout the remaining period of their lease contracts or their agreed lease term, without an increase in the rental fees, unless a noticeable and proved increase was agreed upon according to arrangements made previous to the Present Document, whereby these arrangements shall be adhered to without imposing any additional increase.
- B. In case tenants were forced to leave the rented property, as a result of the explosion and the inability to reside therein, without the lease being terminated in a legal manner and by judicial means or agreement, the lessors are committed to guarantee the right of tenants to return to their residential units and the continuity to reside in them, under the same previous terms and conditions, provided that the lease period shall automatically be considered as suspended during the period of departure so that the validity of that lease term ceases during that period and returns to validity again upon the suspension period end.
- C. Additionally, the validity of lease contracts shall be suspended throughout the rehabilitation period and until the completion of works.
- D. For this Paragraph to be implemented, it is required that the tenant himself desires to return to the rented property, and that during the period of leaving the rented property, he has not acquired another residence within the same municipal area, i.e. within the administrative area of Beirut, or in a neighboring municipal area, that is suitable and equivalent in level to the level of the first house.

2. بالنسبة للمستأجرين غير المستفيدين من التمديد القانوني وفقاً لقوانين الإيجارات الاستثنائية (الإيجارات المعقودة اعتباراً من 23/7/1992):

أ. التزام المؤجّرين بضمان حقّ المستأجرين في العودة إلى وحداتهم السكنية واستمرار حقّهم في اشغال تلك الوحدات وذلك طيلة المدة المتبقية من عقود إيجارهم أو مدة إيجارهم المتفق عليها دون زيادة في بدلات الإيجار، ما لم يكن ثمة زيادة ملحوظة وثابتة بموجب ترتيبات سابقة للوثيقة الحاضرة حيث يعمل بتلك الترتيبات كما هي دون فرض أيّ زيادة إضافية.

ب. في حال اضطرار المستأجرين إلى مغادرة المأجور جرّاء الانفجار ونتيجة تعذّر سكنهم فيه دون أن يصار إلى إنهاء الإيجار بصورة أصولية وبالطرق القضائية أو الاتفاقية، يلتزم المؤجرون بضمان حقّ المستأجرين بالعودة إلى وحداتهم السكنية واستمرار حقّهم في اشغال تلك الوحدات وذلك وفق الترتيبات السابقة نفسها، على أن تعتبر مدة الإيجار معقّمة حكماً خلال فترة المغادرة بحيث يتوقّف سريان تلك المدة طيلة تلك الفترة وتعود إلى السريان مجدداً بانتهاء مدة التعليق.

ت. كما يتوقّف سريان مدد عقود الإيجار طيلة مدة إعادة التأهيل وإلى حين الانتهاء من تلك الأعمال.

ث. يشترط لإعمال هذه الفقرة أن يكون المستأجر نفسه راعياً بالعودة إلى المأجور، وألا يكون قد تملك خلال فترة مغادرته المأجور مسكناً آخرأ له ضمن النطاق البلدي نفسه أيّ ضمن نطاق بيروت الإدارية أو في نطاق بلدي مجاور يكون ملائماً ومعادلاً في مستواه على الأقل لمستوى المنزل الأول.

3. Regarding the rest of residential units' occupants, other than the owners, usufruct holders or tenants:

3. بالنسبة لباقي شاغلي الوحدات السكنية من غير المالكين أو أصحاب حق الانتفاع أو المستأجرين:

- A. The commitment of owners and usufruct holders to guarantee the right of the rest of the units' occupants to return to their residential units and the continuity to reside in them, in the same occupancy manner and throughout the remaining period of the duration agreed upon, without an increase in the occupancy allowances, unless a noticeable and proved increase was agreed upon according to arrangements made previous to the Present Document, whereby these arrangements shall be adhered to without imposing any additional increase.
- B. Regarding the rest of units' occupants, residing by tolerance, that is, without any occupancy allowance of any kind, the owners and usufruct holders are committed to guarantee their right to return to their residential units and the continuity of residing in them, in the same occupancy manner and throughout the remaining occupancy period agreed upon.
- C. The provisions of Clauses "B", "C" and "D" mentioned in Paragraph (2) above related to ceasing and suspending the validity of periods and the desire to return to the residential unit, shall apply to the rest of residential units' occupants in the same manner that is applied to the tenants.

أ. التزام المالكين وأصحاب حق الانتفاع بضمان حق باقي شاغلي الوحدات بالعودة إلى وحداتهم السكنية واستمرار حقهم في إشغال تلك الوحدات وذلك بطريقة الأشغال نفسها طيلة المدة المتبقية من مدة إشغالهم المتفق عليها دون زيادة في بدلات الإشغال، ما لم يكن ثمة زيادة ملحوظة وثابتة بموجب ترتيبات سابقة للوثيقة الحاضرة حيث يعمل بتلك الترتيبات كما هي دون فرض أي زيادة إضافية.

ب. بالنسبة لباقي شاغلي الوحدات بالتسامح أي دون أي بدل إشغال أيأ كان نوعه، يلتزم المالكون وأصحاب حق الانتفاع بضمان حق باقي شاغلي الوحدات هؤلاء بالعودة إلى وحداتهم السكنية واستمرار حقهم في إشغال تلك الوحدات وذلك بطريقة الأشغال نفسها طيلة المدة المتبقية من مدة إشغالهم بالتسامح المتفق عليها.

ت. تطبق أحكام البنود "ب" و"ت" و"ث" الواردة في الفقرة (2) أعلاه والمتعلقة بوقف وتعليق سريان المهل وبالرغبة بالعودة إلى الوحدة السكنية وذلك على باقي شاغلي الوحدات السكنية على النحو نفسه الذي يجري تطبيقه مع المستأجرين.

4. Common provisions relating to all tenants and the rest of residential units' occupants:

4. أحكام مشتركة تتعلق بجميع المستأجرين وباقي شاغلي الوحدات السكنية:

- A. In the event of the expiration of the effects of the exceptional rental laws, the expiration of the lease contracts or lease periods for tenants who do not benefit from the exceptional rental laws, or in the event of expiration of the occupancy effects or periods of the rest of units' occupants, prior to the completion of the rehabilitation works or within the period of three (3) years from the date of their completion, and if the tenants or the rest of units' occupants wish to remain in the units they occupy for the remainder of the aforementioned three-year period, then they shall be kept in the rented or residential unit for the said remaining period, in exchange for a rent or occupancy allowance equal to the last due allowance in accordance with laws or agreements and with consideration to the provisions of the Present Document, with the exception of occupancy by tolerance from the obligation of payment of such allowance.
- B. It is mandatory to inform the Programme and obtain its approval regarding any amendments that may occur to existing contracts and arrangements, as well as any subsequent contracts and arrangements, if any, in order to enable the Programme to exercise its right to monitor and verify the extent of compliance with the terms and conditions of the Present Document.

أ. في حال انتهاء مفاعيل قوانين الإيجارات الاستثنائية، أو انتهاء عقود أو مدد إيجار المستأجرين غير المستفيدين من قوانين الإيجارات الاستثنائية، أو انتهاء مفاعيل أو مدد اشغال باقي شاغلي الوحدات، وذلك قبل الانتهاء من أعمال إعادة التأهيل أو خلال مدة الثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل، وإذا رغب المستأجرون أو باقي شاغلي الوحدات بالبقاء في الوحدات التي يشغلونها لما تبقى من مدة الثلاث (3) سنوات المذكورة، يصار حينها إلى إبقائهم في المأجور أو الوحدة السكنية للمدة المتبقية المشار إليها وذلك مقابل بدل إيجار أو إشغال يعادل آخر بدل وجب دفعه على النحو المحدد قانوناً أو اتفاقاً وبما يراعي الأحكام الواردة في الوثيقة الحاضرة ومع استثناء الأشغالات بالتسامح من موجب إيفاء هذا البذل.

ب. يقتضي اطلاع البرنامج والاستحصال على موافقته بما خصّ أيّ تعديلات قد تطرأ على العقود والترتيبات القائمة كما اطلاعه وأخذ موافقته على أيّ عقود وترتيبات لاحقة في حال وجودها، وذلك بغية تمكينه من ممارسة حقّه في المراقبة وفي التحقّق من مدى الالتزام ببند ومندرجات الوثيقة الحاضرة.

Article 12: Commitment of owners and usufruct holders to provide housing to low or middle-income families in need of housing.

In case of existence of residential units in the building that were vacant at the date of the explosion or became vacant later as a result of termination of leases or occupancies by virtue of the law, pursuant to enforceable judicial decisions, in accordance with agreements or based on any other legal and legitimate reason, the owners and usufruct holders are committed to provide housing in these unoccupied units for low or middle-income families in need of housing, under the following conditions:

المادة الثانية عشرة: في التزام المالكين وأصحاب حق الانتفاع بتوفير السكن لأسر محدودة أو متوسطة الدخل ذات حاجة للسكن.

في حال وجود وحدات سكنية في البناء كانت شاغرة بتاريخ وقوع الانفجار أو شغرت فيما بعد نتيجة إنهاء الإيجارات أو الإشغالات العائدة لها بموجب القانون أو بمقتضى قرارات قضائية نافذة أو وفقاً لاتفاقيات أو بالاستناد إلى أي سبب آخر قانوني ومشروع، يلتزم المالكون وأصحاب حق الانتفاع بتوفير السكن في تلك الوحدات غير المشغولة وذلك للأسر محدودة أو متوسطة الدخل ذات حاجة للسكن وذلك ضمن الشروط الآتية:

1. الالتزام بتأمين السكن للأسر محدودة أو متوسطة الدخل ذات حاجة للسكن وذلك لمدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل وبدء إشغال تلك الأسر.
2. الالتزام بتأمين السكن للأسر المذكورة في الوحدات السكنية الشاغرة.
3. الالتزام بالتوقيع على عقود إيجار مدتها ثلاث (3) سنوات، على أن تكون تلك العقود منسجمة مع مضمون الشروط العامة والخاصة للوثيقة الحاضرة والآن تتضمن بنوداً تعسفية أو خارجة عن المألوف أو لا تتلاءم في روحها ونصّها مع الوثيقة الحاضرة بشروطها العامة والخاصة.
4. الالتزام بإيجاد مستأجرين وإبرام عقود إيجار معهم ضمن فترة أقصاها ستة (6) أشهر من تاريخ الانتهاء من أعمال إعادة التأهيل أو من تاريخ خلو أي وحدة سكنية في أي وقت خلال مدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل. أمّا في حال عدم إيجاد مستأجرين وإبرام عقود إيجار معهم ضمن فترة الستة (6) أشهر المذكورة، يعود للبرنامج السعي لإيجاد مستأجرين، على أن يلتزم المالكون وأصحاب حق الانتفاع فور إيجادهم بإبرام عقود إيجار معهم. وفي هذا الإطار، يجوز للبرنامج اللجوء إلى إدارات أو مؤسسات

conclude lease contracts with them. For this purpose, the Programme may resort to official administrations or institutions (such as the Municipality of Beirut or the Public Corporation for Housing) or associations (such as civil or religious associations concerned with housing policies) enjoying a degree of expertise and specialization thereto, in order to reach these families according to clear and specific criteria and a mechanism agreed upon between the Programme and the aforementioned parties, and within a framework that takes into account the preservation of the social and demographic fabric of the region and its residential aspect.

رسمية (كبلدية بيروت أو المؤسسة العامة للإسكان) أو جمعيات (كالجمعيات المدنية أو الدينية التي تهتم بالسياسات الإسكانية) تحوز على قدر من الخبرة والاختصاص في هذا المجال للوصول إلى هذه الأسر ضمن معايير واضحة ومحددة ووفق آلية متفق عليها بين البرنامج والجهات المذكورة وفي إطار يراعي الحفاظ على النسيج الاجتماعي والسكاني للمنطقة وطابعها السكني.

5. تراعى الشروط والمعايير الآتية لإعطاء الأولوية في إشغال الوحدات ذات الصلة:
- أ. تعطى الأولوية للأشخاص ذات الحاجة للسكن بصورة عامة، ثم لأولئك الذين يحتاجون للسكن ضمن نطاق بيروت وجوارها بالأخص في الأحياء المتضررة.
- ب. كما تعطى الأولوية لأبناء وسكان الأحياء المتضررة على سواهم. يقصد بأبناء الأحياء المتضررة الأشخاص المقيدين في تلك الأحياء وذلك في سجلات النفوس. يقصد بسكان الأحياء المتضررة الأشخاص الذين لا زالوا يسكنون تلك الأحياء أو سكنوها في السابق لفترة طويلة ومتواصلة ثم غادروها أو اضطروا إلى مغادرتها فيما بعد لأسباب اقتصادية ومالية ترتبط بارتفاع قيمة السكن فيها.
- ت. كذلك تعطى الأولوية للعائلات على الأفراد.
5. The following conditions and criteria shall be considered in giving priority in occupying the relevant units:
- A. Priority shall be given to people in need of housing in general, then to those who need to live within and around Beirut, particularly in the affected neighborhoods.
- B. Priority shall also be given to the people and residents of the affected neighborhoods over others. The affected neighborhoods' people are those registered at the civil status departments in those neighborhoods. The affected neighborhoods' residents are those still living in these neighborhoods or who lived in them in the past for a long and continuous period and then vacated them or were forced to vacate them later for economic and financial reasons related to the high cost of housing.
- C. Priority shall also be given to families over individuals.

D. In order to benefit from the provisions of this Article, it is required that the beneficiaries do not own another house that is suitable and equivalent, at least, in level to the vacant housing unit in the building subject of the Present Document, within the administrative area of Beirut, or in a neighboring municipal area. In case they are tenants, the rental fees they pay must exceed double the fees specified in Paragraph (7) below, which will allow the opportunity to provide housing at acceptable rental fees for those who find it more difficult to find a house to rent. As for those in need of housing and who still live with their relatives and wish to reside in an independent residence, particularly in preparation for forming a family or to provide suitable housing for their families, there is no deterrent that prevents them from benefiting from the provisions of this article, even if they occupy with their relatives another house that meets the above-specified characteristics, as being suitable and equivalent in level to the level of the vacant housing unit.

E. In all cases, the Programme has the authority to set objective conditions and criteria other than those referred to above, provided that they are consistent with the general standards of the United Nations and/or of the Programme, particularly in relation to housing policies and to the provision and guarantee of the right to housing.

6. The Programme has the authority to check whether the families intended to benefit from housing enter within the category of low-income or middle-income families according to objective criteria set by the Programme.

7. The rental fee adopted and paid shall not exceed one-third of the equivalent rental allowance as a maximum.

ث. يشترط للاستفادة من أحكام هذه المادة ألا يكون للمستفيدين منزل آخر ملائم ومعادل في مستواه على الأقل لمستوى الوحدة السكنية الشاغرة الكائنة في البناء موضوع الوثيقة الحاضرة وذلك ضمن نطاق بيروت الإدارية أو في نطاق بلدي مجاور. وفي حال كانوا يشغلون منزلاًهم بالإيجار، يشترط أن تتعدى بدلات الإيجار التي يدفعونها ضعف البدلات المحددة في الفقرة (7) أدناه بما يتيح الفرصة لتوفير السكن ببدلات مقبولة لمن يجد صعوبة أكبر في إيجاده. أما الأشخاص ذوي الحاجة للسكن والذين لا زالوا يسكنون مع أقاربهم ويرغبون في الانفصال عنهم بسكن مستقل لا سيما استعداداً لتكوين أسرة أو لتوفير مسكن ملائم لأسرهم، فليس ثمة ما يمنع من استفادتهم من أحكام هذه المادة حتى ولو كانوا يشغلون مع أقاربهم منزلاً آخرأ تتوفر فيه الصفات المحددة أعلاه أي ملائم ومعادل لمستوى الوحدة السكنية الشاغرة.

ج. في كافة الأحوال، يعود للبرنامج صلاحية تحديد شروط ومعايير موضوعية أخرى غير تلك المشار إليه أعلاه، على أن تتلاءم مع المعايير العامة للأمم المتحدة و/أو للبرنامج لا سيما تلك المتعلقة بالسياسات الإسكانية وتوفير وضمن الحق في السكن.

6. يعود للبرنامج التحقق ممّا إذا كانت الأسر المنوي إفادتها من السكن تدخل ضمن فئة الأسر محدودة أو متوسطة الدخل وذلك وفقاً لمعايير موضوعية يضعها البرنامج.

7. يصار كحدّ أقصى إلى اعتماد وتقاضي بدل إيجار يعادل ثلث بدل المثل على الأكثر.

8. The equivalent rental allowance is determined by agreement between the owners and usufruct holders on one hand, and tenants on the other. In case an agreement in this regard was not reached, the respective parties may resort to the mediation of the Programme or, with the approval of the latter, resort to the mediation of official administrations or institutions (such as the Municipality of Beirut or the Public Corporation for Housing) or associations (such as civil or religious associations concerned with housing policies) that have a degree of experience and specialization in this field. Noting that it is up to the aforementioned authorities to appoint one or more valuation experts, if needed. The rental fee shall be determined upon signing the lease contract and for the contract term.
8. يجري تحديد بدل المثل بالاتفاق بين المالكين وأصحاب حق الانتفاع من جهة، والمستأجرين من جهة أخرى. وفي حال تعذر التوصل إلى اتفاق بهذا الخصوص، يجري اللجوء إلى وساطة البرنامج أو اللجوء بموافقة البرنامج إلى وساطة إدارات أو مؤسسات رسمية (كبلدية بيروت أو المؤسسة العامة للإسكان) أو جمعيات (كالجمعيات المدنية أو الدينية التي تهتم بالسياسات الإسكانية) تحوز على قدر من الخبرة والاختصاص في هذا المجال حيث يعود للجهات المذكورة أمر تعيين خبير تخمين أو أكثر في حال ارتأت الحاجة ذلك. يحدّد بدل الإيجار عند التوقيع على عقد الإيجار وذلك لمدة العقد.
9. It is mandatory to obtain the Programme's approval regarding the contracts and arrangements related to the implementation of the provisions of this Article, in order to enable it to exercise its right to monitor and verify the extent of compliance with the terms and conditions of the Present Document.
9. يقتضي الاستحصال على موافقة البرنامج على العقود والترتيبات المرتبطة بتنفيذ أحكام هذه المادة وذلك بغية تمكينه من ممارسة حقه في المراقبة وفي التحقق من مدى الالتزام ببند ومندرجات الوثيقة الحاضرة.

Article 13: Right of owners and usufruct holders to reside in their previously vacant units and to provide housing for specific individuals of their families in need of housing.

In case of existence of residential units in the building that were vacant at the date of the explosion or became vacant later as a result of termination of leases or occupancies by the law, by virtue of enforceable judicial decisions, according to agreements, or based on any other legal and legitimate reason, the owners and usufruct holders may, if they wish, to reside in these vacant units or to provide the right of housing in these vacant units for specific individuals of their families who are in need of housing under the following conditions:

1. The category of owners and usufruct holders meant by this Article includes owners and usufruct holders who do not occupy residential units in plots they acquire their ownership or usufruct rights, and which benefit from the Project.
2. The category of owners and usufruct holders' family members meant by this Article includes relatives until fourth degree, as well as spouses in case of desertion or divorce.
3. In order to benefit these two categories, the owners and usufruct holders must agree on this matter, provided that the identity of the beneficiaries shall be determined in the Particular Conditions of the Present Document, or determined later in case any unit becomes vacant, with the approval of the Programme. In the latter case, that is, if any of the units becomes vacant later, the Programme's approval is required for the arrangements to be made in this regard, in order to enable it to exercise its right to monitor and verify the extent of compliance with the terms and conditions of the Present Document.

المادة الثالثة عشرة: في حقّ المالكين وأصحاب حقّ الانتفاع بالسكن في وحداتهم الشاغرة من قبل وتوفير السكن فيها لأفراد من عائلاتهم ذوو حاجة للسكن.

في حال وجود وحدات سكنية في البناء كانت شاغرة بتاريخ وقوع الانفجار أو شغرت فيما بعد نتيجة إنهاء الإيجارات أو الإشغالات العائدة لها بموجب القانون أو بمقتضى قرارات قضائية نافذة أو وفقاً لاتفاقات أو بالاستناد إلى أيّ سبب آخر قانوني ومشروع، يجوز للمالكين وأصحاب حقّ الانتفاع، إذا أرادوا، السكن في هذه الوحدات الشاغرة أو توفير حقّ السكن في تلك الوحدات لأفراد محدّدين من عائلاتهم ذوو حاجة للسكن وضمن الشروط الآتية:

1. تشمل فئة المالكين وأصحاب حقّ الانتفاع المشمولة في هذه المادة المالكون وأصحاب حقّ الانتفاع الذين لا يشغلون وحدات سكنية في العقارات العائدة إليهم بالملكيّة أو بالانتفاع والتي تستفيد من تقديمات المشروع.
2. تشمل فئة أفراد عائلات المالكين وأصحاب حقّ الانتفاع المشمولة في هذه المادة الأقرباء حتى الدرجة الرابعة كما الزوج أو الزوجة في حالة الهجر أو الطلاق.
3. يقتضي لإفادة هاتين الفئتين اتفاق المالكين وأصحاب حقّ الانتفاع على أمر إفادتها، على أن يجري تحديد هوية الأشخاص المستفيدين وذلك في الشروط الخاصة للوثيقة الحاضرة أو يجري تحديدها لاحقاً في حال خلوّ أيّ وحدة وذلك بموافقة البرنامج. في الحالة الأخيرة، أيّ في حال خلوّ أيّ من الوحدات لاحقاً، يقتضي الاستئصال على موافقة البرنامج على الترتيبات المنوي إجراؤها بهذا الخصوص وذلك بغية تمكينه من ممارسة حقّه في المراقبة وفي التحقق من مدى الالتزام ببند ومندرجات الوثيقة الحاضرة.

4. In order to benefit, it is required that the persons intended to benefit from are in need of housing and do not own another house that is suitable and equivalent, at least, in level to the vacant housing unit or units in the building subject of the Present Document, within the same municipal area, i.e., the administrative area of Beirut, or in a neighboring municipal area. This condition shall not apply if the other house is occupied by another party according to previous arrangements.
4. يشترط للاستفادة أن يكون الأشخاص المنوي إيفادتهم ذوو حاجة للسكن وألا يكون لديهم منزلاً آخرًا مملوك من قبلهم وملائم ومعاقل في مستواه على الأقل لمستوى الوحدة أو الوحدات السكنية الشاغرة في البناء موضوع الوثيقة الحاضرة وذلك ضمن النطاق البلدي عينه أي ضمن نطاق بيروت الإدارية أو في نطاق بلدي مجاور. على ألا يسري هذا الشرط في حال كان المنزل الآخر مشغولاً من قبل الغير بموجب ترتيبات قانونية سابقة.
5. The beneficiaries intended to benefit shall continue to occupy the units for a period of three (3) years from the date of completion of the rehabilitation works and commencement of occupancy.
5. يلتزم الأشخاص المنوي إيفادتهم باستمرار إشغالهم الوحدات لمدة ثلاث (3) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل وبدء الإشغال.
6. It is permissible to benefit these people by securing their right of housing in accordance with the conditions that the owners and usufruct holders deem appropriate, provided that the condition specified in Paragraph (5) above shall be taken into account.
6. يجوز إيفادة هؤلاء الأشخاص من خلال تأمين حق السكن لهم وفقاً للشرط التي يرتئها المالكون وأصحاب حق الانتفاع شريطة مراعاة الشروط العامة للعقد الحاضر لا سيما الشرط المحدد في الفقرة (5) أعلاه.
7. Owners and usufruct holders are prohibited from organizing any fictitious contracts related to renting or occupying residential units in the building for the benefit of these two categories as well as for the benefit of other people in general, with the aim of keeping these units or any of them vacant, or for the purpose of excluding low or middle-income families from benefiting from the Project.
7. يحظر على المالكين وأصحاب حق الانتفاع تنظيم أي عقود وهمية تتعلق بإشغال وحدات سكنية في البناء لصالح الفئتين المذكورتين أعلاه، كما ولغير هاتين الفئتين أي لأي من الأشخاص الآخرين بصورة عامة، بهدف إبقاء تلك الوحدات أو أي منها شاغرة أو لغرض استبعاد إيفادة المستفيدين من المشروع من الأسر المحدودة أو المتوسطة الدخل.

Article 14: Commitment of owners and usufruct holders to guarantee the right of the tenants and of the rest of non-residential units' occupants to return to their units.

In case of existence of non-residential units in the building that are still occupied at the present time, or were occupied at the date of the explosion and then became vacant later without the termination of the rents or occupancies pertaining thereto by virtue of the law, pursuant to enforceable judicial decisions or according to agreements or based on any other legal and legitimate reason, the owners and usufruct holders are committed to guarantee the right of the tenants and the rest of the occupants of these units to stay or return to their units, under the following conditions:

1. The commitment of owners and usufruct holders to guarantee the right of the tenants and of the rest of the non-residential units occupants, other than the owners and usufruct holders, to return to their units and the continuity of occupying these units in the same manner of occupancy throughout the period specified by law or by agreement and according to the allowances that owners and usufruct holders may collect by virtue of the law or according to an agreement.
2. In case the tenants or the rest of units' occupants were forced to leave the non-residential units that they used to occupy as a result of the explosion and the inability to occupy or invest them, without the lease or occupancy being terminated in a legal manner and by judicial means or agreement, the owners, usufruct holders and lessors are committed to guarantee the right of tenants and the rest of units occupants to return to their non-residential units and the continuity of occupying and investing these units, under the same previous arrangements. Regarding leases contracted before 23/07/1992, the tenants' departure from the rented property shall not be considered as the case of abandonment as stipulated in the exceptional rental laws, with the consent of the lessors and their waiver of any right they have in this regard. Regarding leases contracted as of

المادة الرابعة عشرة: في التزام المالكين وأصحاب حق الانتفاع بضمان حق مستأجري وباقي شاغلي الوحدات غير السكنية بالعودة إلى وحداتهم المذكورة.

في حال وجود وحدات غير سكنية في البناء لا تزال مشغولة في الوقت الحاضر أو كانت مشغولة بتاريخ الانفجار ثم شغرت فيما بعد دون أن يصار إلى إنهاء الإيجارات أو الإشغالات العائدة لها بموجب القانون أو بمقتضى قرارات قضائية نافذة أو وفقاً لاتفاقات أو بالاستناد إلى أي سبب آخر قانوني ومشروع، يلتزم المالكون وأصحاب حق الانتفاع بضمان حق مستأجري وباقي شاغلي تلك الوحدات بالبقاء في وحداتهم أو العودة إليها، وذلك ضمن الشروط الآتية:

1. التزام المالكين وأصحاب حق الانتفاع بضمان عودة مستأجري وباقي شاغلي الوحدات غير السكنية من غير المالكين وأصحاب حق الانتفاع إلى وحداتهم واستمرارهم في اشغال تلك الوحدات بطريقة الإشغال نفسها طيلة المدة المحددة قانوناً أو اتفاقاً لذلك ووفقاً للبدلات التي يجوز للمالكين وأصحاب حق الانتفاع استيفاءها بموجب القانون أو بمقتضى الاتفاق.
2. في حال اضطرار مستأجري أو باقي شاغلي الوحدات إلى مغادرة الوحدات غير السكنية التي كانوا يشغلونها جزاء الانفجار ونتيجة تعذر اشغالهم أو استثمارهم لها دون أن يصار إلى إنهاء الإيجار أو الإشغال بصورة أصولية وبالطرق القضائية أو الاتفاقية، يلتزم المالكون وأصحاب حق الانتفاع والمؤجرون بضمان حق المستأجرين وباقي شاغلي الوحدات بالعودة إلى وحداتهم غير السكنية واستمرارهم في اشغال أو استثمار تلك الوحدات وذلك وفق الترتيبات السابقة نفسها. لا تؤلف أو تشكل هذه المغادرة في حالة الإيجارات المعقودة قبل 23/7/1992، حالة الترك المنصوص عنها في قوانين الإيجارات الاستثنائية وذلك بموافقة المؤجرين وتنازلهم عن أي حق لهم بهذا الخصوص. أما في حالة الإيجارات المعقودة اعتباراً من 23/7/1992، تعتبر مدة الإيجار معلقة حكماً خلال فترة المغادرة

23/07/1992, the lease term is considered as being suspended during the period of departure, so that the validity of that lease term ceases throughout that period and returns to validity at the end of the suspension period. The same applies to other cases of occupancy. In order for this clause to be implemented in case of leases contracted as of 23/7/1992, the tenant or the occupant of the unit shall himself be willing to return to the unit, in order to practice his commercial, professional, craft, civil, volunteer or other activities related to the implementation of his duties or works.

بحيث يتوقف سريان تلك المدة طيلة تلك الفترة وتعود إلى السريان مجدداً بانتهاء مدة التعليق. والأمر نفسه ينطبق على حالات الإشغال الأخرى. يشترط لإعمال هذا البند في حالة الإيجارات المعقودة اعتباراً من 23/7/1992، أن يكون المستأجر أو شاغل الوحدة نفسه راغباً بالعودة إلى الوحدة لممارسة نشاطه التجاري أو المهني أو الحرفي أو المدني أو التطوعي أو غير ذلك من نشاطات ترتبط بتنفيذ مهامه أو أعماله.

3. Additionally, throughout the period of rehabilitation works, the tenants' departure from the rented premises of non-residential leases for the purposes of carrying out these works does not constitute the case of abandonment stipulated in the exceptional rental laws, with the consent of the lessors and their waiver of any right they have in this regard. Likewise, the validity of other lease and occupancy contracts shall cease to be valid throughout the period of rehabilitation works and until the completion of such works, with the consent of the owners, usufruct holders, or lessors, and their waiver of any right they have in this regard.

3. كما أنه طيلة مدة أعمال إعادة التأهيل، لا تؤلف أو تشكل مغادرة المستأجرين للمأجور في الإيجارات غير السكنية لغايات إجراء تلك الأعمال حالة الترك المنصوص عنها في قوانين الإيجارات الاستثنائية وذلك بموافقة المؤجرين وتنازلهم عن أي حق لهم بهذا الخصوص. كذلك يتوقف سريان مدد عقود الإيجار والإشغال الأخرى طيلة مدة أعمال إعادة التأهيل وإلى حين الانتهاء من تلك الأعمال وذلك بموافقة المالكين أو أصحاب حق الانتفاع أو المؤجرين وتنازلهم عن أي حق لهم بهذا الخصوص.

Chapter 4:

Miscellaneous Provisions

الباب الرابع:

أحكام متفرقة

Article 15: Duration of commitments subject of the Present Document.

المادة الخامسة عشرة: في مدة الالتزامات موضوع الوثيقة الحاضرة.

1. The Present Document shall come into force immediately after being signed, and it shall remain in force until the date of its expiration.
1. يعمل بالوثيقة الحاضرة فور التوقيع عليها وتبقى سارية المفعول لغاية تاريخ انتهاء العمل بها.
2. The date of expiration of this document corresponds to the date of completion or expiration of the deadlines for the last obligations, commitments and undertakings contained therein and held by the owners and usufruct holders, and which are represented in the commitment subject of Paragraph (7) of Article 6 of the General Conditions of the Present Document, which duration is nine (9) years from the date of completion of the rehabilitation works, so that the Present Document remains valid and producing its legal effects until the completion and expiration of the aforementioned commitment. Thus, the Present Document remains into force and valid for nine (9) years from the date of completion of the rehabilitation works and the conduct of the handover transaction as specified in Paragraph (10) of Article 8 of the General Conditions of the Present Document.
2. إن تاريخ انتهاء العمل بهذه الوثيقة يتوافق وتاريخ إتمام أو انقضاء آجال آخر الموجبات والالتزامات والتعهدات الواردة فيها والملقاة على عاتق المالكين وأصحاب حق الانتفاع حيث أن آخرها يتمثل في التعهد موضوع الفقرة (7) من المادة السادسة من الشروط العامة للوثيقة الحاضرة والمحددة مدته بتسع (9) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل، بحيث تظل الوثيقة الحاضرة قائمة ومنتجة لمفاعليها القانونية إلى حين إتمام وانقضاء أجل التعهد المذكور. وبذلك، تبقى الوثيقة الحاضرة معمولاً بها وسارية المفعول لغاية تسع (9) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل وإجراء معاملة الاستلام على النحو المحدد في الفقرة (10) من المادة الثامنة من الشروط العامة للوثيقة الحاضرة.

Article 16: Force majeure, emergency circumstances and delays in the implementation of the rehabilitation works.

المادة السادسة عشرة: في القوة القاهرة والظروف الطارئة والتأخير في تنفيذ أعمال إعادة التأهيل.

1. In case of force majeure due to an unexpected reason out the parties' will, and that would make it impossible to carry out the rehabilitation works as specified in the Present Document or make it impossible to execute any of the basic commitments that are the subject of the Present Document, then the Present Document is considered as automatically terminated due to the impossibility of its execution, without charging any party with any liability or responsibility in this regard. Noting that the commitments of the parties benefiting from the Project, including the owners and usufruct holders, shall also be forfeited. However, when the force majeure is attributed to the fault of the owners and usufruct holders, they shall bear responsibility for their fault and shall be bound to refund the sums and costs paid for the rehabilitation works and all that relates to or derives from these works in favor of the Programme.

1. إذا طرأت قوة القاهرة لسبب غير متوقع وخارج عن إرادة الفرقاء من شأنها أن تجعل من الاستحالة تنفيذ أعمال إعادة التأهيل وفقاً لما هو محدد في الوثيقة الحاضرة أو تجعل من الاستحالة تنفيذ أي من الالتزامات الأساسية موضوع الوثيقة الحاضرة، تعتبر حينها الوثيقة الحاضرة منتهية حكماً تبعاً لاستحالة تنفيذها دون تحميل أي جهة أي تبعه أو مسؤولية بهذا الصدد وتنقضي معها التزامات الفرقاء المستفيدين من المشروع ومن بينهم المالكين وأصحاب حق الانتفاع. على أنه في حال كانت القوة القاهرة معزوة إلى خطأ المالكين وأصحاب حق الانتفاع، يتحمل هؤلاء مسؤولية خطئهم ويلتزمون برد المبالغ والتكاليف المدفوعة عن أعمال إعادة التأهيل وما يرتبط بها أو يتفرع عنها وذلك لصالح البرنامج.
2. In the event of a force majeure or an emergency circumstance occurring for a temporary period that would delay the execution of the rehabilitation works or delay the execution of any of the basic commitments subject of the Present Document, then the execution shall be considered suspended during the said period, provided that matters shall return to force again upon the end of the force majeure or the emergency circumstance.

2. أمّا في حال طرأت قوة القاهرة أو وقع ظرف طارئ لفترة مؤقتة بما من شأنه تأخير تنفيذ أعمال إعادة التأهيل أو تأخير تنفيذ أي من الالتزامات الأساسية موضوع الوثيقة الحاضرة، فيعتبر التنفيذ معلقاً حكماً خلال الفترة المذكورة، على أن تعود الأمور إلى السريان مجدداً عند انتهاء القوة القاهرة أو ظرف الطارئ.

3. In case the delay in the execution of the rehabilitation works occurred for reasons that cannot be attributed to force majeure or emergency circumstances, then there shall be no consequences for this delay, provided that it remains within the normal scope, the familiar framework, and the tolerated limits. This is with reaffirming that the period specified in the Particular Conditions of the Present Document for the completion of the rehabilitation works is an initial period that may increase or decrease due to factual exigencies and Project progress requirements.
3. وفي حال جرى التأخير في تنفيذ أعمال إعادة التأهيل لأسباب لا يمكن ردها إلى القوّة القاهرة أو الظروف الطارئة، فلا تترتب أيّ تبعات على هذا التأخير إذا بقي ضمن النطاق العادي والإطار المألوف والحدود المتسامح بها. هذا مع التأكيد مجدداً على أن المدة المحددة في الشروط الخاصة للوثيقة الحاضرة لانتهاج أعمال إعادة التأهيل، هي عبارة عن مدة مبدئية قد تزيد أو تنقص بحسب مقتضيات الواقع ومتطلبات سير المشروع.

Article 17: Obligation of collaboration with the Programme and with the Implementing Administrative Parties appointed by the Programme.

المادة السابعة عشرة: في موجب التعاون مع البرنامج ومع الجهات الإدارية المنقذة المعيّنة من قبل البرنامج.

1. The owners and usufruct Holders are committed to collaborating with the Programme in all stages of implementation of their commitments specified in the Present Document. They are also committed in all stages of implementation of their commitments specified in this Document, to collaborating with the Implementing Administrative Party appointed by the Programme and with whoever the Programme delegates or assigns in any of the aspects related to the implementation of the Project.

1. يلتزم المالكون وأصحاب حق الانتفاع بالتعاون مع البرنامج وذلك في كافة مراحل تنفيذ التزاماتهم المحددة في الوثيقة الحاضرة. كما يلتزم المالكون وأصحاب حق الانتفاع في كافة مراحل تنفيذ التزاماتهم المحددة في هذه الوثيقة بالتعاون مع الجهة الإدارية المنقذة المعيّنة من قبل البرنامج ومع كافة من ينتدبه أو يكلفه البرنامج في أي من الجوانب المتصلة بتنفيذ المشروع.
2. The Implementing Administrative Party undertakes to implement administrative matters related to the Project in some of their aspects. The administrative matters that the Implementing Administrative Party undertakes to implement are either those explicitly specified in the Present Document or those that the Programme determines for the aforementioned Party. Amongst the administrative matters related to the scope of the Project and which fall within the tasks of the Implementing Administrative Party, are matters related, for instance, to receiving information, documents, and requests from the beneficiaries of the Project or from the persons eligible to benefit from it, communicating with these, checking files, data, and documents, and monitoring the beneficiaries abidance with their commitments subject of the Present Document etc.

2. تتولى الجهة الإدارية المنقذة تنفيذ المسائل الإدارية المتصلة بعمل المشروع في بعض جوانبها. إن المسائل الإدارية التي تتولى الجهة الإدارية المنقذة تنفيذها هي إما تلك المحددة صراحة بموجب الوثيقة الحاضرة أو تلك التي يحددها البرنامج للجهة المذكورة أيًا كانت تلك المسائل. تعد من بين المسائل الإدارية المتصلة بنطاق عمل المشروع والتي تدخل ضمن مهام الجهة الإدارية المنقذة، المسائل المرتبطة على سبيل المثال بتلقي المعلومات والمستندات والطلبات من المستفيدين من المشروع أو من الأشخاص المؤهلين للاستفادة منه والتواصل مع هؤلاء والتدقيق في الملفات والمعطيات والوثائق ومراقبة مدى تقيّد المستفيدين من المشروع بالتزاماتهم موضوع الوثيقة الحاضرة إلخ..

3. The Implementing Administrative Party(ies) shall be appointed from amongst civil society organizations or other legal entities established under the laws and regulations applicable in Lebanon, and the of the name(s) of the Implementing Administrative Party(ies) shall be specified in the Particular Conditions of the Present Document. In the event of appointment of other party(ies), for whatever reason, to replace the Implementing Administrative Party(ies) whose name(s) is/are specified in the Particular Conditions of the Present Documents, then the owners and usufruct holders shall be informed of this appointment.
3. تعيين الجهة أو الجهات الإدارية المنفذة من بين جمعيات المجتمع المدني أو غيرها من الكيانات القانونية المنشأة وفقاً للقوانين والأنظمة المرعية الإجراء في لبنان، ويحدّد اسم أو أسماء الجهة أو الجهات الإدارية المنفذة في الشروط الخاصة للوثيقة الحاضرة. في حال جرى لأيّ سبب كان تعيين طرف أو أطراف آخرين للحلول محلّ الجهة أو الجهات الإدارية المنفذة المحددة أسماؤها في الشروط الخاصة للوثيقة الحاضرة، يصار حينها إلى إعلام المالكين وأصحاب حقّ الانتفاع بهذا التعيين.

Article 18: Obligation of information and right of the Programme to monitor the implementation of the commitments subject of the Present Document.

المادة الثامنة عشرة: في موجب الإعلام وحق البرنامج بمراقبة تنفيذ الالتزامات موضوع الوثيقة الحاضرة.

1. Owners and usufruct holders are committed to inform the Programme of any change in the conditions of the property, units or of the right holders of the property or units or occupants of the units, and to inform the Programme of any claims, lawsuits or disputes that may arise in this regard. They are also committed to respond to the requests received from the Programme in this respect.
 2. In order to ensure that the owners and usufruct holders carry out their commitments subject of the Present Document, in all stages particularly after the completion of the rehabilitation works and the handover of the property, the latter grant the Programme and/or its delegates whether the Implementing Administrative Party or any other party the right to monitor the implementation of their aforementioned commitments in all their aspects. In this context, the Programme's team and/or whoever it delegates, are entitled, particularly, to the following rights:
 - A. The right to enter the property and the units located therein at any time, except for Sundays and official holidays, within the legal hours as allowed according to applicable local laws (between seven o'clock in the morning and eight o'clock in the evening), after informing the owners, usufruct holders, tenants and the rest of units' occupants in writing and in advance, in order to check the conditions of the property and/or of the units located therein and the conditions of its occupants, noting that the owners and usufruct holders may not prevent the Programme's team from entry.
1. يلتزم المالكون وأصحاب حق الانتفاع بإعلام البرنامج بأي تغيير في أوضاع العقار أو الوحدات أو أصحاب الحقوق في العقار والوحدات أو شاغلي الوحدات، كما إعلام البرنامج بأي مطالبات أو دعاوى أو نزاعات قد تطرأ بهذا الخصوص، كذلك يلتزمون بالاستجابة للطلبات الواردة من البرنامج في هذا الإطار.
 2. ضماناً لتنفيذ المالكين وأصحاب حق الانتفاع التزاماتهم موضوع الوثيقة الحاضرة في جميع المراحل لا سيما بعد الانتهاء من أعمال إعادة التأهيل واستلامهم البناء، يمنح هؤلاء البرنامج و/أو من يتندبه أكان الجهة الإدارية المنقذة أو أي جهة أخرى حق مراقبة تنفيذ التزاماتهم المذكورة بكافة جوانبها. وفي هذا الإطار، يتمتع فريق عمل البرنامج و/أو من يتندبه على وجه الخصوص بما يلي:
 - أ. حق دخول العقار والوحدات الكائنة فيه في أي وقت خارج أيام الأحاد والعطل الرسمية وضمن الأوقات القانونية المسموح بها وفق القوانين المحلية المرعية الإجراء (بين الساعة السابعة صباحاً وحتى الساعة الثامنة مساءً) بعد إعلام المالكين وأصحاب حق الانتفاع والمستأجرين وباقي شاغلي الوحدات خطياً ومسبقاً بذلك دون أن يجوز للمالكين وأصحاب حق الانتفاع منعه وذلك بهدف الاطلاع على أوضاع العقار و/أو الوحدات الكائنة فيه وأوضاع شاغليه.

- ب. حقّ الاطلاع على العقود والترتيبات القائمة وعلى العقود والترتيبات اللاحقة التي يجريها المالكون وأصحاب حقّ الانتفاع مع المستأجرين وشاغلي الوحدات والمستفيدين من المشروع الحاليين أو المستقبليين، وعلى كافة ما يرتبط بأوضاع العقار أو الوحدات أو أصحاب الحقوق في العقار والوحدات أو شاغلي الوحدات.
3. في حال الامتناع عن الاستجابة لطلبات البرنامج و/أو من ينتدبه أو في حال مخالفة التزامهم لجهة تمكين البرنامج و/أو من ينتدبه من ممارسة حقهم في مراقبة تنفيذ الوثيقة الحاضرة أو في حال مخالفة أيّ من التزاماتهم موضوع الوثيقة الحاضرة، يجوز للأمم المتحدة و/أو البرنامج و/أو من ينتدبه لا سيما الجهة الإدارية المنفذة اللجوء إلى الوسائل القانونية المتاحة من أجل إلزام المالكين وأصحاب حقّ الانتفاع بتنفيذ هذه الالتزامات.
- B. The right to review the existing contracts and arrangements and the subsequent contracts and arrangements made or that will be made by the owners and usufruct holders with the current or future tenants, units' occupants and beneficiaries of the Project, and anything that relates to the conditions of the property or units or to the right holders of the property or of the units or to the occupants of the units.
3. In case of failure to respond to the Programme's and/or to its delegates requests or in case of breach of their commitment to enable the Programme and/or its delegates to exercise their right to monitor the implementation of the Present Document or in case of breach of any of their commitments subject of the Present Document, the United Nations and/or the Programme and/or whoever it delegates particularly the Implementing Administrative Party may resort to the available legal means in order to bind the owners and usufruct holders to these commitments.

Article 19: Registering the entry of the Present Document at the Cadaster.

The owners and usufruct holders agree to register the entry of the Present Document at the real estate Cadaster, if the Programme expresses its desire to do so, without any objection from their part. In this context, the owners and usufruct holders undertake to facilitate the necessary procedures for registering the entry and signing any documents or transactions in this regard. However, in case the entry was placed on the Cadaster, the owners and usufruct holders have the right to delete it upon expiration of the Present Document in accordance with Article 15 of the General Conditions of the Present Document, that is, after nine (9) years from the date of completion of the rehabilitation works, provided that a letter of approval is obtained from the Programme to carry out the deletion process, as a confirmation from its part of the expiration of the Present Document due to the completion or expiration of the last obligations, commitments and undertakings contained therein of the owners and usufruct holders.

Article 20: Priority of the Present Document over other documents.

1. The Present Document specifies the full and complete commitments given by the owners and usufruct holders in favor of the Programme, and it takes preference over all previous understandings and undertakings, whether express or tacit, verbal or written. Also, the contracts signed between the beneficiaries of the Project must be consistent with the Present Document and enforce it.
2. Contrary to Paragraph (1) above, and in case there are applicable laws or enforceable judicial decisions, or in case of issuance of subsequent laws or judicial decisions that are more favorable to the interest of the tenants or the rest of units occupants compared to the provisions of the Present Document, these laws and judicial decisions referred to shall be applied, provided that the Programme is informed of all judicial decisions issued or that may be issued in this regard. Agreements

المادة التاسعة عشرة: في تسجيل اشارة الوثيقة الحاضرة على الصحيفة العينية.

يوافق المالكون وأصحاب حق الانتفاع على تسجيل اشارة الوثيقة الحاضرة على الصحيفة العينية للعقار، إذا ما أبدى البرنامج رغبته بذلك، دون أي ممانعة أو اعتراض من جانبهم. وفي هذا الإطار، يلتزم المالكون وأصحاب حق الانتفاع بتسهيل ما يلزم من إجراءات لتسجيل الإشارة والتوقيع على أي مستندات أو معاملات بهذا الخصوص. على أنه في حال جرى وضع الإشارة على الصحيفة العينية، يحق للمالكين وأصحاب حق الانتفاع شطبها عند انتهاء العمل بالوثيقة الحاضرة وفقاً لما هو محدد في المادة الخامسة عشرة من الشروط العامة للوثيقة الحاضرة، أي بعد انقضاء تسع (9) سنوات من تاريخ الانتهاء من أعمال إعادة التأهيل، على أن يصار إلى الاستحصال على كتاب موافقة من قبل البرنامج على إجراء عملية الشطب وذلك تأكيداً من جانبه على انتهاء العمل بالوثيقة الحاضرة تبعاً لإتمام أو انقضاء أجل آخر الموجبات والالتزامات والتعهدات الواردة فيها والملقاة على عاتق المالكين وأصحاب حق الانتفاع.

المادة العشرون: في أفضلية الوثيقة الحاضرة على سواها.

1. تحدد الوثيقة الحاضرة الالتزامات الكاملة والتامة المعطاة من المالكين وأصحاب حق الانتفاع لصالح البرنامج، وهي تتقدم على كافة التفاهات والتعهدات السابقة لها وتحل محلها سواء كانت صريحة أم ضمنية شفوية أم خطية. كما أن العقود الموقعة بين المستفيدين من المشروع يجب أن تكون منسجمة مع الوثيقة الحاضرة وتأتي إنفاذاً لها.
2. خلافاً لما ورد في الفقرة (1) أعلاه، وفي حال وجود قوانين مرعية للإجراء أو قرارات قضائية قابلة للتنفيذ أو صدور قوانين أو قرارات قضائية لاحقة تعد أكثر فائدة لمصلحة المستأجرين أو باقي شاغلي الوحدات بالمقارنة مع الأحكام التي تتضمنها الوثيقة الحاضرة، يعمل بهذه القوانين والقرارات القضائية المشار إليها، على أن يجري إعلام البرنامج بكافة القرارات القضائية الصادرة أو التي قد تصدر بهذا الخصوص. كما يعمل بالاتفاقات

contracted between the owners and usufruct holders on one hand, and the tenants and the rest of the beneficiaries of the Project on the other hand, shall also be applied, in case they include conditions that are more favorable for the rest of the beneficiaries of the Project, provided that the Programme is notified in advance to enable it to exercise its right to monitor and verification in this regard.

بين المالكين وأصحاب حق الانتفاع من جهة، والمستأجرين وباقي المستفيدين من المشروع من جهة أخرى، في حال كانت تتضمن بدورها شروطاً أجزل فائدة لمصلحة باقي المستفيدين من المشروع، على أن يجري إعلام البرنامج مسبقاً بها لتمكينه من ممارسة حقه في المراقبة والتحقق بهذا الخصوص.

3. In all the cases mentioned in Paragraph (2) above, the obligations and commitments of the owners and usufruct holders towards the Programme in terms of ensuring and providing the right to housing, particularly with respect to the subject matter and duration of these obligations, are specified within the limits stipulated by the General Conditions of the Present Document. Hence, any obligations or commitments by the owners and usufruct holders that are more beneficial to the interest of the rest of the beneficiaries of the Project other than the owners and the usufruct holders, shall be limited to the relationship between the parties benefiting from the Project, excluding the Programme, whether these obligations and commitments are provided by the law, or as a result of judicial decisions, or according to agreements, or pursuant to the provisions of the Particular Conditions of the Present Document or to the contracts signed with the rest of the beneficiaries of the Project other than the owners and usufruct holders.
3. في جميع الحالات المذكورة في الفقرة (2) أعلاه، تكون التزامات وتعهدات المالكين وأصحاب حق الانتفاع تجاه البرنامج لجهة ضمان وتوفير الحق في السكن، لا سيما لناحية موضوع ومدة تلك الالتزامات، محدّدة ضمن الحدود المرسومة في الشروط العامة للوثيقة الحاضرة، وإن أيّ التزامات أو موجبات من قبل هؤلاء أكثر فائدة لمصلحة باقي المستفيدين من المشروع من غير المالكين وأصحاب حق الانتفاع، تقتصر على العلاقة بين الفرقاء المستفيدين من المشروع دون البرنامج، سواء وردت هذه الالتزامات والموجبات بموجب القانون أو بنتيجة قرارات قضائية أو وفقاً لاتفاقيات أو بمقتضى الأحكام الواردة في الشروط الخاصة للوثيقة الحاضرة أو للعقود الموقعة مع باقي المستفيدين من المشروع من غير المالكين وأصحاب حق الانتفاع.

Article 21: Interpretation of the Present Document.

المادة الحادية والعشرون: فى تفسير الوثيقة الحاضرة.

1. The Present Document shall be understood and construed in good faith and fairness and in a manner that reflects the general objectives of the Programme in terms of ensuring and providing the right to housing.
1. إن الوثيقة الحاضرة يجب أن تفهم وتفسر وفقاً لحسن النية والإنصاف وبصورة تعكس الأهداف العامة للبرنامج لجهة ضمان وتوفير الحق في السكن.
2. In case the provisions of the General Conditions or any other parts of the Present Document contradict with the provisions of the Particular Conditions, or any special conditions included therein, these latter shall apply, noting that the provisions of the special conditions shall prevail over all others, taking into account the dispositions of Paragraph (3) of Article 20 of the General Conditions of the Present Document.
2. فى حال تعارض أحكام الشروط العامة أو أي أجزاء أخرى من الوثيقة الحاضرة مع أحكام الشروط الخاصة أو أي شروط خصوصية مدرجة فى الشروط الخاصة، تطبق أحكام الشروط الخاصة والشروط الخصوصية الواردة فيها، كما تقدم أحكام الشروط الخصوصية على ما عداها، مع مراعاة مضمون الفقرة (3) من المادة العشرين من الشروط العامة للوثيقة الحاضرة.
3. When referring to any party or entity in the plural form or in the singular form (owners/owner, tenants/tenant etc.), the expressions used in the plural form apply in principle to the singular and vice versa, unless the context or the nature of the rights and obligations require otherwise.
3. عند الإشارة إلى أي فريق أو جهة بصيغة الجمع أو بصيغة المفرد (المالكون/المالك، المستأجرون/المستأجر إلخ.)، تسري في المبدأ العبارات المستخدمة في صيغة الجمع على المفرد والعكس صحيح، ما لم يقتض السياق أو طبيعة حقوق وموجبات هؤلاء غير ذلك.

Article 22: Amendment of the Present Document.

المادة الثانية والعشرون: فى تعديل الوثيقة الحاضرة.

The commitments contained in the Present Document, any of its clauses or provisions may not be amended or modified without the prior and express approval of the Programme in this regard.

لا يجوز تعديل الالتزامات الواردة في الوثيقة الحاضرة أو أي من بنودها أو مندرجاتها إلا بموافقة البرنامج المسبقة والصريحة على هذا التعديل.

Article 23: Severability clause.

المادة الثالثة والعشرون: فى قابلية الفصل.

If any provision of the Present Document is held to be invalid or unenforceable or declared as void, this shall not invalidate or render the other provisions or any of them void or unenforceable.

إذا تم اعتبار أي بند من بنود الوثيقة الحاضرة غير صالح أو غير قابل للتنفيذ أو قضي بإبطاله، فإن ذلك ليس من شأنه أن يبطل البنود الأخرى أو أي منها أو يجعلها غير صالحة أو غير قابلة للتنفيذ.

Article 24: Programme's delay in exercising any of its rights shall not be construed as a waiver of this right.

Any delay or default or omission by the Programme to exercise any of the rights granted to it under the Present Document shall not be considered as a waiver of this right.

Article 25: Principle of solidarity amongst the members of the same party.

In case a party consists of several members, the latter shall be considered, in principle, to be interdependent and joint in the rights and obligations subject of the Present Document or of the contracts signed between the beneficiaries of the Project, unless the context or the nature of the rights and obligations require otherwise or call for separation or division or allow the possibility of that.

المادة الرابعة والعشرون: في عدم اعتبار تأخر البرنامج عن ممارسة أي من حقوقه تنازلاً عن هذا الحق.

لا يعتبر أي تأخر أو تخلف أو امتناع من قبل البرنامج عن ممارسة أي حق من الحقوق الممنوحة له بموجب الوثيقة الحاضرة بمثابة تنازل عن هذا الحق.

المادة الخامسة والعشرون: في مبدأ التضامن بين أعضاء الفريق الواحد.

عند تعدد أعضاء الفريق الواحد، يعتبر هؤلاء في المبدأ متكافلين ومتضامنين في الحقوق والواجبات موضوع الوثيقة الحاضرة أو موضوع العقود الموقعة بين المستفيدين من المشروع، ما لم يقتض السياق أو طبيعة حقوق وواجبات هؤلاء غير ذلك أو يستدعيان الفصل أو التجزئة أو يتيجان إمكانية ذلك.

Article 26: Sanction for breaching the commitments subject of the Present Document or refraining from implementing them.

المادة السادسة والعشرون: في جزاء الإخلال بالالتزامات موضوع الوثيقة الحاضرة أو الامتناع عن تنفيذها.

In case the owners and the usufruct holders, or any of them, breach the Present Document or refrain from implementing it, without attributing this breach or omission to a foreign reason that makes impossible to implement the said document, the United Nations and/or the Programme reserves in such a case all the rights in this regard, particularly in terms of:

في حال أخلّ المالكون وأصحاب حق الانتفاع أو أخلّ أيّ منهم بالوثيقة الحاضرة أو امتنعوا أو امتنع أيّ منهم عن تنفيذها دون أن يعزى هذا الإخلال أو الامتناع إلى سبب أجنبي يجعل التنفيذ مستحيلاً، تحتفظ الأمم المتحدة و/أو البرنامج في هكذا حال بكافة الحقوق لهذه الجهة لا سيما لناحية:

1. Considering the Present Document as being dissolved in its entirety at the responsibility of the owners and usufruct holders, as their rights and obligations are jointly and severely considered, regardless of the party or person responsible for the fault, and/or considering it partially dissolved and terminating the dealings with the defaulter person or persons at their own responsibility, and as a result, the consent given to finance the rehabilitation of the building is considered entirely and/or partially dissolved, after serving notice but without the need of recourse to judicial proceedings, provided that the Programme has full authority to estimate the extent and scope of this dissolution and consider it as affecting the document in whole or in part, taking into account in this case the nature and importance of the infraction and the possibility of separating the committed fault or separating its consequences from the rest of the basic engagements without prejudice thereto in a substantial way, and/or,
2. Arranging all legal consequences and effects of this dissolution, particularly in terms of recovering the sums and costs paid to finance the rehabilitation, whether in whole and/or in part, and/or,

1. اعتبار الوثيقة الحاضرة منتهية برمتها على مسؤولية المالكين وأصحاب حق الانتفاع باعتبارهم متكافلين ومتضامنين في الحقوق والموجبات أيّاً كانت الجهة أو الشخص منهم مسبب الخطأ و/أو اعتبارها منتهية جزئياً وإنهاء التعامل الجاري مع الشخص أو الأشخاص مسببي الخطأ على مسؤوليتهم، وبالنتيجة إنهاء الموافقة المعطاة على تمويل إعادة تأهيل العقار، وذلك بعد الإنذار ودون الحاجة إلى مراجعة القضاء، على أن يعود للبرنامج الصلاحية التامة في تقدير مدى ونطاق هذا الإنهاء واعتباره كلياً أو جزئياً وتؤخذ بعين الاعتبار في هذه الحال طبيعة المخالفة وأهميتها وقابلية فصل الخطأ المرتكب أو فصل نتائجه عن باقي الالتزامات الأساسية دون المساس بها بصورة جوهرية، و/أو،
2. ترتيب جميع النتائج والمفاعيل القانونية على هذا الإنهاء لا سيما لجهة استرداد المبالغ والتكاليف المدفوعة لتمويل إعادة التأهيل سواء كلياً و/أو جزئياً، و/أو،

3. Claiming the person responsible for the fault for compensation commensurate with the damage to the United Nations and/or to the Programme and/or to the Project, whether this damage is material or moral, direct or indirect, current or future, provided that the moral damage shall be considered as a severe harm that would undermine the credibility of the United Nations and/or of the Programme and/or of the Project.
3. الرجوع على مسبب الخطأ لمطالبته بالتعويض المتناسب مع الضرر اللاحق بالأمم المتحدة و/أو بالبرنامج و/أو بالمشروع نتيجة ذلك أيًا كان نوع هذا الضرر، مادي أو أدبي، مباشر أو غير مباشر، حالي أو مستقبلي، على أن يعتدّ خاصة بالضرر الأدبي الذي من شأنه المساس بمصداقية الأمم المتحدة و/أو البرنامج و/أو المشروع.

Article 27: Domicile and notices.

المادة السابعة والعشرون: في محل الإقامة والتبليغات.

1. For the purposes of executing the Present Document, the owners and usufruct holders have elected domicile at the address indicated in the Particular Conditions. As for the Programme, it has elected domicile in its offices located at the following address: United Nations House - Fifth Floor - Riad El Solh Street - Beirut - Lebanon.

1. لغايات تنفيذ الوثيقة الحاضرة، اتخذ المالكون وأصحاب حق الانتفاع محل إقامة مختار في العنوان المبين في الشروط الخاصة. أما بالنسبة للبرنامج، فهو متخذ محل إقامة في مكاتبه الكائنة على العنوان الآتي: بيت الأمم المتحدة- الطابق الخامس- شارع رياض الصلح- بيروت- لبنان.
2. The owners and usufruct holders agree, in case they are many, to be represented by one of them, which is the person specified in the Particular Conditions and who actually resides at the elected domicile indicated for this party, in order to receive all correspondence and notices directed to the latter.

2. يتفق المالكون وأصحاب حق الانتفاع، في حال تعددهم، على أن يتمثلوا بأحدهم، وهو الشخص المحدد في الشروط الخاصة والمقيم فعلياً في عنوان محل الإقامة المختار لهذا الفريق، وذلك من أجل تلقي كافة المراسلات والإشعارات التي يتم توجيهها إلى هذا الفريق.
3. If the owners and usufruct holders wish to change their elected domicile or change their representative, they shall notify the Programme and the rest of the beneficiaries of the Project in writing of the new elected domicile or of the name of their new representative, otherwise it shall be considered valid and legal any notice sent to the actual domicile of this party, that is the party of the owners and usufruct holders, or of any of its members, or to the last known domicile of this party or any of its members, by the party who is addressing the notice.

3. إذا رغب المالكون وأصحاب حق الانتفاع بتغيير محل إقامتهم المختار أو بتغيير ممثلهم، عليهم أن يبلغوا البرنامج وباقي المستفيدين من المشروع خطياً عنوان محل إقامتهم المختار الجديد أو اسم ممثلهم الجديد، وإلا اعتبر صحيحاً وقانونياً أي إشعار يتم إرساله إلى محل الإقامة الفعلية لهذا الفريق، أي لفريق المالكين وأصحاب حق الانتفاع، أو لأي من أعضائه، أو إلى آخر محل إقامة معلوم لهذا الفريق أو لأي من أعضائه، من الجهة أو الفريق الذي يرسل الإشعار.
4. However, in all cases, correspondence and notices can be directed to the owners and usufruct holders by sending them at the property address during their residence or any of them therein.

4. على أنه يمكن في كافة الأحوال، توجيه المراسلات والإشعارات إلى المالكين وأصحاب حق الانتفاع، وذلك في العقار خلال مدة إقامة هذا الفريق أو أحد أعضائه الفعلية فيه.
5. All correspondence and notices addressed from one party to another shall be in writing and shall be sent and received with acknowledgment of receipt either by hand, and/or through notary public and/or by registered mail. Any correspondence and notices that are not addressed to the domicile as specified above shall not be taken into consideration by the party to whom these notices are sent.

5. تكون كافة المراسلات والإشعارات التي يتم توجيهها من فريق إلى آخر خطية، وترسل وتسلم مع إشعار بالاستلام إما باليد و/أو بواسطة الكاتب العدل و/أو عبر البريد المضمون. ولا يعتد بأي مراسلات وإشعارات لا تكون موجهة إلى محل الإقامة كما هو محدد أعلاه للفريق الذي توجه إليه.

6. Correspondence and notices may also be sent via e-mail. For this purpose, correspondence and notices are sent to the owners and usufruct holders to the e-mail address specified in the Particular Conditions and belonging to their representative in case they are many, as indicated in Paragraph (2) above. Correspondence and notices shall also be sent to the Programme to the following e-mail address (unhabitat-lb-gm@un.org).
6. على أنه يمكن أيضاً إرسال المراسلات والإشعارات عبر البريد الإلكتروني. ولهذه الغاية، يجري إرسال المراسلات والإشعارات للمالكين وأصحاب حق الانتفاع وذلك على عنوان البريد الإلكتروني المحدد في الشروط الخاصة والعائد للشخص الذي اتفق على تسميته كـممثل لهؤلاء في حال تعددهم وذلك على النحو المبين في الفقرة (2) أعلاه. كما يجري إرسال المراسلات والإشعارات للبرنامج على عنوان البريد الإلكتروني لهذا الأخير (unhabitat-lb-gm@un.org).

Article 28: Grievance Redress Mechanism. المادة الثامنة والعشرون: في آلية معالجة الشكاوى.

By signing the Present Document, the owners and usufruct holders confirm their knowledge of the Grievance Redress Mechanism established by the Programme, which aims to ensure the right of the concerned parties to submit remarks, inquiries, information and complaints related to the Project. They also confirm their knowledge of the processing mechanisms and specific communication channels that are detailed on the website of the Programme, in particular, the e-mail address (unhabitat-lb-gm@un.org). In this context, the owners and usufruct holders are committed to follow the Grievance Redress Mechanism in case of any complaint, suggestion, request, remark, or inquiry related to the work of the Project.

بمجرد توقيعهم على الوثيقة الحاضرة، يؤكّد المالكون وأصحاب حق الانتفاع على علمهم بآلية معالجة الشكاوى المنشأة لدى البرنامج والتي تهدف إلى ضمان حقّ الفرقاء المعنيين في تقديم الملاحظات والاستفسارات والمعلومات والشكاوى المتعلقة بالمشروع، كما يؤكّدون على معرفتهم بآليات المعالجة وبقنوات الاتصال المحددة والمبينة بصورة مفصلة في الموقع الإلكتروني للبرنامج ومن بين تلك القنوات على وجه خاص البريد الإلكتروني (unhabitat-lb-gm@un.org). وفي هذا الإطار، يلتزم المالكون وأصحاب حق الانتفاع باتّباع آلية معالجة الشكاوى في حال وجود أيّ شكوى أو اقتراح أو طلب أو ملاحظة أو استفسار لديهم فيما يتّصل بعمل المشروع.

Article 29: Resolving disputes arising between the Programme and the Project beneficiaries, and the applicable rules.

By signing the Present Document, the owners and usufruct holders have approved and/or are committed to resolve disputes that might arise between them and the Programme as follows:

1. In the event of any dispute between the owners and the usufruct holders on one hand and the Programme on the other regarding the interpretation or execution of the Present Document or any of its clauses, or about the interpretation or execution of the related contracts signed between the beneficiaries of the Project, the owners and usufruct holders pledge to seek, as much as possible, to resolve this dispute amicably and in a spirit of cooperation and good faith.
2. If the dispute cannot be resolved amicably as specified in Paragraph (1) above, and regarding the disputes arising between the owners, usufruct holders and the Programme as specified in Paragraph (3) below, arbitration shall be resorted to in the manner specified in Paragraph (4) below, with consideration to the provisions of Paragraphs (5), (6) and (7) below.
3. In the event that the related disputes are not resolved amicably, the matters that are subject to arbitration are the matters to which the Programme shall be a party in particular those related to the Programme's financing of the building rehabilitation works after its approval thereto and its implementation of the requirements of the Project in the building in accordance with the specific roles that it undertakes at the level of the Project, as well as the issues related to the breaches committed by the owners and the usufruct holders regarding their commitments and undertakings subject of the Present Document, including in particular those related to the application of the provisions of Articles 5 and 26 of the General Conditions of the Present Document.

المادة التاسعة والعشرون: في حل النزاعات بين البرنامج والمستفيدين من المشروع والقواعد الواجبة التطبيق.

بمجرد توقيعهم على الوثيقة الحاضرة، يوافق المالكون وأصحاب حق الانتفاع و/أو يلتزمون بما خصّ حل النزاعات التي قد تنشأ بينهم وبين البرنامج بما يلي:

1. في حال حصول أيّ خلاف بين المالكين وأصحاب حق الانتفاع من جهة والبرنامج من جهة أخرى حول تفسير أو تطبيق الوثيقة الحاضرة أو أيّ بند من بنودها أو حول تفسير أو تطبيق العقود المرتبطة بها والموقعة بين المستفيدين من المشروع، يتعهد المالكون وأصحاب حق الانتفاع بالسعي قدر الإمكان الى حلّ هذا الخلاف وذلك بالطرق الحكيمة وبروح من التعاون وحسن النية.
2. في حال عدم التوصل إلى حلّ النزاع حبيياً على النحو المحدد في الفقرة (1) أعلاه، وفي الخلافات الواقعة بين المالكين وأصحاب حق الانتفاع والبرنامج والمحددة في الفقرة (3) أدناه، يجري اللجوء إلى التحكيم على النحو المحدد في الفقرة (4) أدناه، مع مراعاة أحكام الفقرات (5) و(6) و(7) أدناه.
3. إن المسائل التي تخضع للتحكيم في حال عدم حلّ الخلافات المتصلة بها بصورة حبيية هي المسائل التي يكون البرنامج طرفاً فيها لا سيما المسائل المرتبطة بتمويل البرنامج لأعمال إعادة تأهيل البناء بعد موافقته على تمويل إعادة التأهيل وتنفيذه لمقتضيات المشروع في العقار وفقاً للأدوار المحددة التي يضطلع بها على مستوى المشروع، فضلاً عن المسائل المتعلقة بمخالفة المالكين وأصحاب حق الانتفاع لالتزاماتهم وتعهداتهم موضوع الوثيقة الحاضرة، ومن بينها على وجه الخصوص تلك المتصلة بتطبيق أحكام المادتين الخامسة والسادسة والعشرون من الشروط العامة للوثيقة الحاضرة.

4. If the dispute was not resolved amicably after sixty (60) days from sending to the other party a written notice in this regard, resorting to arbitration may take place, provided that it shall be conducted according to the rules of UNCITRAL (United Nations Commission on International Trade Law).
4. يصار إلى اللجوء إلى التحكيم بعد مرور ستون (60) يوماً على إبلاغ الطرف الآخر طلباً خطياً لحلّ النزاع بالطرق الحبيّة دون أن يتمّ حلّه على هذا النحو، على أن يجري التحكيم وفقاً لقواعد الأونسيترال (لجنة الأمم المتحدة للقانون التجاري الدولي - UNCITRAL).
5. All that deviates from the issues specified in Paragraph (3) above, particularly those related to the relationship between the beneficiaries of the Project or the roles, tasks and responsibilities of the Specialized Professionals undertaking the study and the implementation of the rehabilitation works, is not subject to the provisions of the present article, but is governed by the provisions of Article 30 of the General Conditions of the Present Document, especially given that it is not related to the direct roles of the Programme, and its direct relationship with the owners and usufruct holders. Therefore, the owners and usufruct holders pledge to refrain from bringing in and act to keep out the United Nations and/or the Programme in any claim or legal or judicial dispute in this regard.
5. إن كافة ما يخرج عن المسائل المحدّدة في الفقرة (3) أعلاه، لا سيّما ما يرتبط بالعلاقة بين المستفيدين من المشروع أم بأدوار ومهام ومسؤوليات الجهات المهنية المتخصصة التي تتولّى الجوانب المرتبطة بالدراسة والتنفيذ المتّصلة بأعمال إعادة التأهيل، لا يخضع لأحكام المادة الحاضرة وإنما ترعاه الأحكام المنصوص عنها في المادة الثلاثين من الشروط العامة للوثيقة الحاضرة، وذلك على الأخصّ نظراً لعدم ارتباطه بالأدوار المباشرة للبرنامج ولعلاقته المباشرة مع المالكين وأصحاب حقّ الانتفاع. وعليه، يتعهّد المالكون وأصحاب حقّ الانتفاع بعدم إدخال وبالعمل على إخراج الأمم المتحدة و/أو البرنامج من أيّ دعوى أو نزاع قانوني أو قضائي بهذا الصدد.
6. The owners and usufruct holders recognize that UN-Habitat is an entity within the United Nations and has its independence and neutrality and is immune from legal process.
6. يقرّ المالكون وأصحاب حقّ الانتفاع أن برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat) هو كيان ضمن كيانات الأمم المتحدة، وهو يتمتّع بالاستقلال والحياد وبالحصانة من الإجراءات القانونية.
7. Nothing in this document may be considered or construed as an express or a tacit waiver of any of the privileges and immunities of the United Nations and/or the Programme, with the knowledge and approval of the owners and usufruct holders. In all cases, the United Nations and/or the Programme reserve the right to use all the privileges and immunities granted in this regard against all parties and references, whatever they are and whatever their type or capacity.
7. ليس في هذه الوثيقة ما قد يعتبر أو يفسّر على أنه بمثابة تنازل صريح أو ضمني عن أيّ من امتيازات وحصانات الأمم المتحدة و/أو البرنامج، وذلك بعلم وموافقة المالكين وأصحاب حقّ الانتفاع. وفي كافة الأحوال، تحتفظ الأمم المتحدة و/أو البرنامج بحقّ إثارة جميع الامتيازات والحصانات الممنوحة بهذا الخصوص وذلك تجاه كافة الجهات والمراجع أية كانت وأياً كان نوعها أو صفتها.

Article 30: Resolving disputes arising between the Project beneficiaries, and the applicable law.

المادة الثلاثون: في حل النزاعات بين المستفيدين من المشروع والقانون الواجب التطبيق.

By signing the Present Document, the owners and usufruct holders have approved and/or are committed to resolve disputes that might arise between them and the rest of the beneficiaries of the Project as follows:

بمجرد توقيعهم على الوثيقة الحاضرة، يوافق المالكون وأصحاب حق الانتفاع و/أو يلتزمون بما خصّ حلّ النزاعات التي قد تنشأ بينهم وبين باقي المستفيدين من المشروع بما يلي:

1. In the event of any dispute between the owners and the usufruct holders on one hand and the rest of the Project beneficiaries on the other regarding the interpretation or execution of the Present Document or any of its clauses, or about the interpretation or execution of the related contracts signed between the beneficiaries of the Project, the owners and usufruct holders pledge to seek, as much as possible, to resolve this dispute amicably and in a spirit of cooperation and good faith. The same applies to the disputes that might arise between the owners and usufruct holders on one hand, and the Implementing Administrative Party and/or the Specialized Professionals, i.e., engineers, consultants, contractors, and other parties and persons recruited by the Programme and undertaking the study and the implementation of the rehabilitation works or any other aspects of any kind.
1. في حال حصول أي خلاف بين المالكين وأصحاب حق الانتفاع من جهة وباقي المستفيدين من المشروع من جهة أخرى حول تفسير أو تطبيق الوثيقة الحاضرة أو أي بند من بنودها أو حول تفسير أو تطبيق العقود الموقعة بين المستفيدين من المشروع، يتعهد المالكون وأصحاب حق الانتفاع بالسعي قدر الإمكان إلى حلّ هذا الخلاف وذلك بالطرق الحثية وبروح من التعاون وحسن النية. والأمر عينه بالنسبة للخلافات التي قد تطرأ بين المالكين وأصحاب حق الانتفاع من جهة ومن جهة أخرى الجهة الإدارية المنفذة و/أو الجهات المهنية المتخصصة أي المهندسون والاستشاريون والمتعهدون وسائر الجهات والأشخاص الذين يجري الاستعانة بهم من قبل البرنامج والذين يتولّون الجوانب المرتبطة بالدراسة والتنفيذ المتصلة بأعمال إعادة التأهيل أو غيرها من الجوانب أيّاً كانت.
2. If the dispute is not resolved amicably between the parties specified in Paragraph (1) above, the owners and usufruct holders pledge to resort to the Programme's mediation by holding sessions between the disputing parties in order to reconcile between them, provided that the meetings held in this regard shall be documented in detailed minutes.
2. في حال عدم التوصل إلى حلّ الخلاف حثياً بين الأطراف المحددين في الفقرة (1) أعلاه، يتعهد المالكون وأصحاب حق الانتفاع باللجوء إلى وساطة البرنامج عبر عقد جلسات بين الأطراف المتنازعين بغية المصالحة فيما بينهم، على أن يتمّ توثيق الاجتماعات المعقودة بهذا الخصوص بواسطة محاضر مفصّلة.
3. If the dispute is not resolved through the mediation of the Programme, it is then possible to resort to the competent courts to resolve it.
3. في حال لم يصر إلى التوصل إلى حلّ الخلاف عبر وساطة البرنامج، يمكن حينها اللجوء إلى القضاء المختصّ حسماً للنزاع.
4. In all cases, the owners and usufruct holders pledge to refrain from bringing in and act to keep out the United Nations and/or the Programme in any claim or legal or judicial dispute in this regard.
4. في كافة الأحوال، يتعهد المالكون وأصحاب حق الانتفاع بعدم إدخال والعمل على إخراج الأمم المتحدة و/أو البرنامج من أيّ دعوى أو نزاع قانوني أو قضائي بهذا الصدد.

5. The Present Document, in its provisions related to the relationship between the parties specified in Paragraph (1) above, as well as the contracts signed between the beneficiaries of the Project, are subject to the Lebanese laws in force and to the jurisdiction of the Lebanese courts and their execution departments.
5. تخضع الوثيقة الحاضرة في مندرجاتها التي تتصل بالعلاقة بين الأطراف المحددين في الفقرة (1) أعلاه كما والعقود الموقعة بين المستفيدين من المشروع للقوانين اللبنانية المرعية الإجراء ولاختصاص المحاكم اللبنانية ودوائر تنفيذها.

Article 31: Language of the Present Document.

The Present Document was issued in both Arabic and English, provided that in the event of any conflict between the Arabic text and the English text, the Arabic text shall prevail in understanding, construing, and executing the terms and conditions of this Document.

المادة الحادية والثلاثون: في لغة الوثيقة الحاضرة.

حررت الوثيقة الحاضرة باللغتين العربية والإنكليزية، على أنه في حال التعارض بين النص العربي والنص الإنكليزي، فإنه يعتد بالنص العربي في فهم وتفسير وتطبيق أحكام وشروط هذه الوثيقة.

Article 32: Copies of the Present Document.

The Present Document was executed and signed by the owners and usufruct holders whose names are specified in the Particular Conditions, in Beirut and on the date specified in the Particular Conditions. It was executed and signed on one original copy that was deposited before the notary public, noting that true copies of it were taken to be used accordingly when necessary. However, the Programme, as well as the owners and usufruct holders or any of them, may obtain additional true copies at any time.

المادة الثانية والثلاثون: في نسخ الوثيقة الحاضرة.

نظمت الوثيقة الحاضرة ووقعت من المالكين وأصحاب حق الانتفاع المحددة أسماؤهم في الشروط الخاصة وذلك في بيروت وفي التاريخ المحدد في الشروط الخاصة. وقد نظمت ووقعت هذه الوثيقة على نسخة أصلية واحدة جرى إيداعها لدى الكاتب العدل وأخذ صور طبق الأصل عنها للعمل بموجبها عند الاقتضاء. على أنه يجوز للبرنامج، كما وللمالكين وأصحاب حق الانتفاع أو أي منهم، الاستحصال على صور إضافية طبق الأصل وذلك في أي وقت.



Annex 3: Socio-Economic survey

Beirut Housing Rehabilitation and Cultural Heritage and Creative Industries Recovery Project (LFF Project)

مشروع إعادة تأهيل المساكن في بيروت وإنعاش الصناعات الإبداعية التراثية

Socio-Economic Survey for Below Market Rate Units
المسح الاجتماعي والاقتصادي للوحدات دون القيمة السوقية للإيجار

General instructions for enumerators

- The enumerators should make sure that the interviewee is the head of household or his/her co-head of household/spouse, lives or used to live in the listed residential unit, is 18 years old and above, and has accepted to take part in the survey.
- The head of household is the family member who manages the resources and income allocation of the family. In case of two or more families sharing the same house (i.e. having two or more heads of households), please make sure to fill a separate survey form for each.
- The survey interview is expected to last on average 45 minutes (it varies from a respondent to another).
- The survey is conducted by the enumerators; however, the scoring and eventual selection of buildings can only be made by UN-Habitat Lebanon.
- The survey cannot be conducted by enumerators who were not adequately prepared/trained.
- The survey interview should ideally be conducted in person, at a location previously agreed between the enumerators and interviewee. If a physical interview is not possible, a phone interview may be undertaken.
- It is not permitted to conduct the survey interview with a non-household member with no direct association to the residential unit, such as neighbours or (an)other person(s) who is/are stranger(s) to the household/who did not live in the residential unit.
- The survey must be conducted using the digital survey form prepared by UN-Habitat Lebanon.
- The enumerators must be familiar with the project in order to respond to questions about it by the interviewee, and ensure to make no promises about the building selection nor about receiving any kind of assistance, and to clearly explain the purpose of the survey.
- The survey's privacy importance must be explained by the enumerators to the interviewee prior to the survey interview to ensure the confidentiality of information and the protection of the family.

تعليمات عامة لفريق المسح:

- يجب على فريق المسح التأكد من أن الشخص الذي تتم مقابلته هو رب الأسرة أو شريكه، والذي يعيش أو كان يعيش في الوحدة السكنية المذكورة أدناه وأنه يبلغ من العمر 18 عامًا أو أكثر وأنه وافق على المشاركة في المسح.
- رب الأسرة هو الذي يدير موارد الأسرة ويؤمن مدخولها. في حال وجود عائلتين أو أكثر يتشاركون نفس المنزل (أي يوجد أكثر من رب أسرة)، يرجى التأكد من ملء استمارة منفصلة لكل أسرة.
- من المتوقع أن تستغرق المقابلة حوالي 45 دقيقة إذ أن المدة تختلف من مستجيب إلى آخر.
- سيتم مراجعة المعلومات من قبل برنامج UN-Habitat الذي سيشارك في عملية التقييم والاختيار النهائي للمباني.
- لا يمكن إجراء المسح من قبل أشخاص لم يتم إعدادهم/تدريبهم بشكل كافٍ.
- من المستحسن إجراء المقابلة حضورياً في مكان يتم الاتفاق عليه مسبقاً مع الشخص الذي ستتم مقابلته. إذا تعذر إجراء المقابلة حضورياً فيمكن إجراؤها عبر الهاتف.
- لا يُسمح بإجراء المقابلة مع فرد من خارج الأسرة كالجيران، أو شخص آخر غريب عن العائلة ولم يسكن في الوحدة السكنية.
- يجب الإلتزام بنموذج المسح الذي أعده برنامج UN-Habitat.
- يجب على فريق المسح أن يكون على دراية بالمشروع ليتمكن من الرد على الأسئلة المطروحة من قبل المجيب.
- يجب أن يتأكد فريق المسح من شرح الغرض من المقابلة بوضوح مع عدم تقديم أي وعود بشأن اختيار المبنى أو المساعدات الممكنة تقديمها.
- يجب أن يتم شرح أهمية الخصوصية للشخص المعني قبل إجراء المقابلة وذلك لضمان سرية المعلومات وحماية الأسرة.

PART 1 – CONSENT FORM

الجزء الأول – نموذج الموافقة

Introductory statement

Good day. Is this [...] (*name of potential beneficiary*)?

My name is [...] (*name of enumerator*). I am working with Makassed Association, I am here/calling you on behalf of UN-Habitat to conduct a survey, as part of the “Beirut Housing Rehabilitation and Cultural and Creative Industries Recovery” project, which is being implemented by UN-Habitat, funded through the Lebanon Financing Facility and managed by the World Bank. We are conducting a survey following your submission of an expression of interest as part of the process to identify families that will benefit from access to unfurnished Below Market Rent Housing in rehabilitated buildings with vacant apartments that were heavily damaged by the Beirut Port explosion.

Can I ask you questions related to your household and shelter conditions with the aim of informing that selection process?

Your participation is voluntary; if you choose not to participate in the survey, it will not affect your relationship with [...] (*name of LFF project IP conducting the survey*), other non-governmental organizations or the United Nations, or your ability to get services from them or anybody else. We want you to feel comfortable. Your answers will help us learn more about your living conditions. Please feel free not to answer the questions you do not want to answer.

Anything you say is private – I will not share your names with anyone and the information that you provide will be stored securely by UN-Habitat. I cannot offer you any benefits as a result of this discussion.

Are you willing to participate in this survey, which will take around 45 minutes and will require me to enter your property and ask questions about your household?

Acknowledgment of informed consent

- Yes
- No (*If no, end the survey*)

Notes related to consent (if any): _____

صباح الخير، هل أنت [...] (اسم المستأجر/الشاغل/المالك) وتقيم في [...] (عنوان الوحدة السكنية)؟

اسمي [...] (اسم الشخص الذي يجري المقابلة). أنا أعمل مع جمعية المقاصد، وأنا هنا/أتصل بكم الآن بالنيابة عن برنامج الأمم المتحدة للمستوطنات البشرية (UN-Habitat) لتعبئة إستمارة في إطار مشروع "إعادة إعمار المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت "بيريت" المنفذ من برنامج UN-Habitat الممول من الصندوق الائتماني للبنان بإدارة البنك الدولي. نجري مسحا بعد تقديمك للتعبير عن الاهتمام كجزء من عملية تحديد العائلات التي ستستفيد من الوصول للوحدات دون القيمة السوقية للإيجار في المباني التي أعيد تأهيلها مع الشقق الشاغرة التي تضررت من انفجار مرفأ بيروت.

مشاركتك تطوعية، إذا اخترت عدم المشاركة، فهذا لن يؤثر على علاقتك بأي من الأفرقاء (المنظمات غير الحكومية الأخرى أو الأمم المتحدة)، أو على قدرتك على الحصول على خدمات منها أو من أي شخص آخر. نريدك أن تشعر بالراحة، إذ يمكنك عدم الإجابة على بعض الأسئلة.

إننا نحترم خصوصيتك، إذ لن نشارك معلومات الشخصية مع أي شخص، حيث سيتم تخزين المعلومات بشكل آمن بواسطة برنامج UN-Habitat.

هل أنت على استعداد للمشاركة في هذا المسح؟

إقرار بالموافقة:

o نعم

o كلا (إذا كانت الإجابة كلا قم بإنهاء المقابلة)

الملاحظات المتعلقة بالموافقة (إن وجدت): _____

PART 2 – SURVEY QUESTIONNAIRE

الجزء الثاني - أسئلة استمارة المسح

Fields marked with an asterisk () are mandatory.*

الخانات التي تتضمن نجمة (*) هي إلزامية

Survey/Enumerator		المسح/العداد
Name of enumerator* اسم الشخص الذي يُجري المقابلة*:	Enter full name/Select from the list if the names are pre-listed أدخل الاسم الكامل/اختر من القائمة إذا كانت الأسماء مدرجة سابقاً	
Date of the survey* تاريخ المقابلة	YYYY/MM/DD	
Format of survey* شكل المقابلة*	<input type="radio"/> In person <input type="radio"/> Phone <input type="radio"/> حضورياً <input type="radio"/> على الهاتف <i>If in-person survey, specify GPS location.</i> في حال أجريت المقابلة حضورياً، حدد الموقع	

Head of household: General information		رب الأسرة: معلومات عامة
Is the interviewee the head of household or his/her co-head of household/spouse?* هل الشخص الذي تتم مقابلته هو رب الأسرة أو شريكه/الزوج(ة)*	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> نعم <input type="radio"/> كلا <i>If no, ask for contact details of the head of household or his/her co-head of household/spouse, and end this survey.</i> في حال كلا، أطلب معلومات عن رب الأسرة أو شريكه/الزوج(ة)، وقم بإنهاء المقابلة	
First name and family name of the household head* إسم وعائلة رب الأسرة*	_____	
Phone number of the head of household or his/her co-head of household/spouse* رقم هاتف رب الأسرة أو شريكه/الزوج*	+961 _____	
Nationality of the head of household* جنسية رب الأسرة*	<input type="radio"/> Lebanese <input type="radio"/> Syrian <input type="radio"/> Palestine refugee in Lebanon <input type="radio"/> Palestine refugee from Syria <input type="radio"/> Iraqi <input type="radio"/> Stateless <input type="radio"/> Other	

	Specify _____ <input type="radio"/> Do not know <input type="radio"/> Refused to answer <input type="radio"/> لبناني <input type="radio"/> سوري <input type="radio"/> لاجئ فلسطيني في لبنان <input type="radio"/> لاجئ فلسطيني من سوريا <input type="radio"/> عراقي <input type="radio"/> من دون هوية <input type="radio"/> غيره <input type="radio"/> حدد <input type="radio"/> لا أعلم <input type="radio"/> يرفض الإجابة
--	---

XXXX	
Do you own any residential property in Lebanon* هل تملك أي عقار سكني في لبنان* :	<input type="radio"/> Yes <input type="radio"/> No <i>If yes, ask for exact address</i>

Socioeconomic vulnerability	
الوضع الإقتصادي الإجتماعي	
General household characteristics	
المواصفات العامة للأسرة	
Gender of the head of household* جندر رب الأسرة	<input type="radio"/> Male = 1 point <input type="radio"/> Female = 3 points <input type="radio"/> Other = 3 points <input type="radio"/> ذكر <input type="radio"/> أنثى <input type="radio"/> غيره
Marital status of the head of household* الوضع الإجتماعي لرب الأسرة	<input type="radio"/> Married = 2 points <input type="radio"/> Divorced = 3 points <input type="radio"/> Widowed = 3 points <input type="radio"/> Single (never married) = 1 point <input type="radio"/> Missing spouse = 3 points <input type="radio"/> Separated = 3 points <input type="radio"/> Do not know <input type="radio"/> Refused to answer <input type="radio"/> متأهل <input type="radio"/> مطلق <input type="radio"/> أرمل <input type="radio"/> عازب <input type="radio"/> يرفض الإجابة (لم يتزوج قط)

	<input type="radio"/> فاقد الزوج <input type="radio"/> منفصل <input type="radio"/> لا أعلم <input type="radio"/> يرفض الإجابة
Is the head of household an elderly person (60+)?* هل رب الأسرة هو كبير بالسن (60+)؟*	<input type="radio"/> Yes = 4 points <input type="radio"/> No = 0 point <input type="radio"/> نعم <input type="radio"/> كلا If yes, specify the age: _____ في حال نعم، حدد العمر
Is the head of household is minor (17 and younger)?* هل رب الأسرة هو قاصر (17 وما دون)؟*	<input type="radio"/> Yes = 4 points <input type="radio"/> No = 0 point <input type="radio"/> نعم <input type="radio"/> كلا If yes, specify the age: _____ في حال نعم، حدد العمر
What is the total number of members in your household excluding the head of household?* ما هو إجمالي عدد أفراد الأسرة باستثناء رب الأسرة؟*	<input type="radio"/> 1 = 1 point <input type="radio"/> 2 = 1 point <input type="radio"/> 3 = 2 points <input type="radio"/> 4 = 3 points <input type="radio"/> 5 = 3 points <input type="radio"/> 6 = 4 points <input type="radio"/> 7 = 4 points <input type="radio"/> Other Specify: _____ if above 7 = 4 points 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> 5 <input type="radio"/> 6 <input type="radio"/> 7 <input type="radio"/> غيره <input type="radio"/> حدد
Enter the number of household members per age group as listed* أدخل عدد أفراد الأسرة بحسب الفئة العمرية المذكورة*	Total number of members over the age of 60: _____ [Insert number] = 3 points for each member إجمالي عدد الأفراد الذين تزيد أعمارهم عن 60 عامًا: _____ [أدخل الرقم] Total number of members between 18 and 60

	<p>years old: _____ [Insert number] = 1 point for each member</p> <p>إجمالي عدد الأفراد الذين تتراوح أعمارهم بين 18 و 60 عامًا: [أدخل الرقم] _____</p> <p>Total number of members 17 and younger: _____ [Insert number] = 3 points for each member</p> <p>إجمالي عدد الأفراد الذين تبلغ أعمارهم 17 عامًا وأصغر: [أدخل الرقم] _____</p> <p>Total number of members less than 12 months old: _____ [Insert number] = 3 points for each member</p> <p>إجمالي عدد الأفراد الذين تقل أعمارهم عن 12 شهرًا: [أدخل الرقم] _____</p>
<p>If there are children of school age (17 and younger) in the household, do all of them attend school?* إذا كان هناك أطفال في سن المدرسة (ما دون 17) في الأسرة ، فهل يذهبون جميعًا إلى المدرسة؟*</p>	<p>○ Yes = 0 point ○ No = 2 points ○ There are no children of school age in the household ○ Do not know ○ Refused to answer</p> <p>○ نعم ○ كلا ○ لا يوجد أطفال في سن المدرسة ○ لا أعلم ○ يرفض الإجابة</p> <p><i>If yes, what is the address of the school? إذا كانت الإجابة نعم ، ما هو عنوان المدرسة؟</i></p> <p><i>If the school is within 5 km of the project area= 3 points</i></p> <p><i>If no, what is the primary reason for not attending school (Select all that apply)? في حال كلا، ما هي الأسباب الرئيسية لعدم حضورهم في المدرسة (اختر الإجابات المطابقة)</i></p> <p><input type="checkbox"/> Limited school capacity (could not register) <input type="checkbox"/> High school fees and related costs <input type="checkbox"/> High transportation cost <input type="checkbox"/> Child is working <input type="checkbox"/> Language barrier <input type="checkbox"/> Medical condition</p> <p><i>Specify: _____</i></p>

	<p><input type="checkbox"/> Other Specify: _____</p> <p><input type="checkbox"/> Do not know</p> <p><input type="checkbox"/> Refused to answer</p> <p><input type="checkbox"/> القدرة الاستيعابية للمدرسة (لا يمكن التسجيل)</p> <p><input type="checkbox"/> رسوم المدرسة الثانوية والتكاليف الأخرى</p> <p><input type="checkbox"/> تكلفة عالية للنقل</p> <p><input type="checkbox"/> عمالة الطفل</p> <p><input type="checkbox"/> حاجز اللغة</p> <p><input type="checkbox"/> الوضع الطبي</p> <p><input type="checkbox"/> حدد: _____</p> <p><input type="checkbox"/> غيره</p> <p><input type="checkbox"/> حدد: _____</p> <p><input type="checkbox"/> لا أعلم</p> <p><input type="checkbox"/> يرفض الإجابة</p>
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Do you or any members of your household have any medical conditions, chronic illnesses or specific needs, including disabilities?*

هل تعاني أنت أو أي فرد من أفراد أسرتك من وضع طبي خاص، مرض مزمن أو إحتياجات خاصة بما في ذلك الإعاقات؟*

- Yes = 2 points
- No = 0 point
- Do not know
- Refused to answer

- نعم
- كلا
- لا أعلم
- يرفض الإجابة

If yes, how many members?

- 1 = 2 points
- 2 = 3 points
- 3 = 4 points
- 4 = 5 points
- Other

Specify: _____ if above 4 = 6 points

- Do not know
- Refused to answer

في حال نعم، كم عدد الأفراد

- 1
- 2
- 3
- 4
- 5
- غيره
- حدد
- لا أعلم
- يرفض الإجابة

If yes, specify the type (Select all that apply):

- Pregnant or lactating
- Has visual impairment
- Has hearing impairment
- Has physical disability
- Has mental disability or illness
- Has intellectual disability
- Has speech impairment
- Has temporary illness or injury
- Has chronic disease (e.g. diabetes)
- Has serious/life-threatening medical condition (e.g. cancer)
- Is an older person unable to care for his/her self or with specific needs
- Is an older person who is the sole caregiver for child(ren)
- Is a victim of abuse, violence, exploitation or human trafficking
- Is a child at risk (child labour,

	<p>unaccompanied child, neglected child, etc.)</p> <p><input type="checkbox"/> Has other legal and physical protection needs (survivor of torture, detained, GBV survivor, etc.). Specify: _____</p> <p><input type="checkbox"/> Other Specify: _____</p> <p><input type="checkbox"/> Do not know</p> <p><input type="checkbox"/> Refused to answer</p> <p>في حال نعم، حدد النوع (إختر الإجابات المطابقة)</p> <p><input type="checkbox"/> الحامل أو المرضعة</p> <p><input type="checkbox"/> لديه إعاقة بصرية</p> <p><input type="checkbox"/> لديه ضعف في السمع</p> <p><input type="checkbox"/> لديه إعاقة جسدية</p> <p><input type="checkbox"/> لديه إعاقة أو مرض عقلي</p> <p><input type="checkbox"/> لديه إعاقة ذهنية</p> <p><input type="checkbox"/> لديه ضعف في الكلام</p> <p><input type="checkbox"/> يعاني من مرض مؤقت أو إصابة</p> <p><input type="checkbox"/> لديه مرض مزمن (مثل مرض السكري)</p> <p><input type="checkbox"/> يعاني من حالة طبية خطيرة/تهدد الحياة (مثل السرطان)</p> <p><input type="checkbox"/> هو شخص مسن غير قادر على رعاية نفسه أو لديه احتياجات خاصة</p> <p><input type="checkbox"/> من كبار السن وهو مقدم الرعاية الوحيد للطفل (الأطفال)</p> <p><input type="checkbox"/> ضحية سوء المعاملة أو العنف أو الاستغلال أو الاتجار بالبشر</p> <p><input type="checkbox"/> طفل في خطر (عمالة الأطفال، طفل غير مصحوب بذويه، طفل مهمل، إلخ.)</p> <p><input type="checkbox"/> لديه احتياجات حماية قانونية وجسدية أخرى (ناج من التعذيب، محتجز، ناج من العنف القائم على النوع الاجتماعي، إلخ). حدد: _____</p> <p><input type="checkbox"/> غيره</p> <p>حدد: _____</p> <p><input type="checkbox"/> لا أعلم</p> <p><input type="checkbox"/> يرفض الإجابة</p>
<p>Do any members of your household have any type of health insurance?*</p> <p>هل يمتلك أحد أفراد أسرتك أي نوع من التأمين الصحي؟*</p>	<p><input type="radio"/> Yes = 0 point</p> <p><input type="radio"/> No = 2 points</p> <p><input type="radio"/> Do not know</p> <p><input type="radio"/> Refused to answer</p> <p><input type="radio"/> نعم</p> <p><input type="radio"/> كلا</p> <p><input type="radio"/> لا أعلم</p> <p><input type="radio"/> يرفض الإجابة</p>

	<p><i>If yes, how many members?</i></p> <ul style="list-style-type: none"> <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> Other <p><i>Specify: _____</i></p> <ul style="list-style-type: none"> <input type="radio"/> Do not know <input type="radio"/> Refused to answer <p><i>في حال نعم، كم عدد الأفراد</i></p> <ul style="list-style-type: none"> <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3 <input type="radio"/> 4 <input type="radio"/> غيره <input type="radio"/> حدد <input type="radio"/> لا أعلم <input type="radio"/> يرفض الإجابة <p><i>If yes, specify the type(s) (Select all that apply):</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> State employees' cooperative <input type="checkbox"/> Social security (NSSF) <input type="checkbox"/> Health insurance through employer <input type="checkbox"/> Other privately purchased health insurance (insurance companies, mutual funds) <input type="checkbox"/> Other <p><i>Specify: _____</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Do not know <input type="checkbox"/> Refused to answer <p><i>في حال نعم، حدد النوع (إختر الإجابات المطابقة)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> تعاونية موظفي الدولة <input type="checkbox"/> الضمان الاجتماعي <input type="checkbox"/> تأمين صحي من خلال صاحب العمل <input type="checkbox"/> تأمين صحي آخر تم شراؤه من جهات خاصة (شركات تأمين، صناديق تعاضد) <input type="checkbox"/> غيره <input type="checkbox"/> حدد _____ : <input type="checkbox"/> لا أعلم <input type="checkbox"/> يرفض الإجابة
<p>Household income and essential needs/expenses coverage دخل الأسرة والاحتياجات الأساسية/تغطية النفقات</p>	
<p>What is your current employment status? ما هو وضعك الوظيفي الحالي؟</p>	<ul style="list-style-type: none"> <input type="radio"/> Self Employed <input type="radio"/> Employed on a full time basis <input type="radio"/> Employed on a part time basis <input type="radio"/> Employed on daily working pay

	<p>○ Unemployed</p> <p>○ أعمل على حسابي الخاص</p> <p>○ أعمل بدوام كامل</p> <p>○ أعمل بدوام جزئي</p> <p>○ أعمل بأجر العمل اليومي</p> <p>○ عاطل عن العمل</p>
<p>If employed, please provide your work address إذا كنت موظفاً ، يرجى تقديم عنوان العمل</p>	<p>If within 5 km of the project area = 3 points</p>
<p>Please provide more details about your job and working arrangement يرجى تقديم مزيد من التفاصيل حول وظيفتك وترتيبات عملك</p>	<p>Open text...</p>
<p>What is the average monthly income of your household?* <i>Please sum all the incomes coming from different household members.</i> ما هو متوسط الدخل الشهري لأسرتك؟* يرجى تحديد كافة المداخيل من مختلف أفراد الأسرة.</p>	<p>Total USD:</p> <p>\$226 or under = 3 points</p> <p>Between 227\$ and 350\$ = 2 points</p> <p>Between 350 and 500 = 1 points</p> <p>Above 500 = 0 points</p>
<p>Are there other sources of your household's income that your household uses to cover its regular main/essential expenses?* ما هو المصدر الأساسي لدخل الأسرة الذي تستخدمه العائلة لتغطية نفقاتها الأساسية؟*</p>	<p>Yes = 0 points</p> <p>No = 1 point</p> <p>If yes what are they?</p> <p><input type="checkbox"/> Renting a property in Lebanon</p> <p><input type="checkbox"/> Support/gifts from relatives and/or friends in Lebanon</p> <p><input type="checkbox"/> Remittances from relatives abroad</p> <p><input type="checkbox"/> Savings</p> <p><input type="checkbox"/> Pensions</p> <p><input type="checkbox"/> Credits/Debts/Loan (including credits from shops)</p> <p><input type="checkbox"/> Sale of assets/household goods/livestock/crops</p> <p><input type="checkbox"/> Assistance/aid from a humanitarian organization/charity</p> <p>Specify: _____</p> <p><input type="checkbox"/> Other source of income</p> <p>Specify: _____</p> <p><input type="checkbox"/> Do not know</p> <p><input type="checkbox"/> Refused to answer</p> <p><input type="checkbox"/> تأجير عقار في لبنان</p> <p><input type="checkbox"/> دعم/هدايا من الأقارب و/أو الأصدقاء في لبنان</p> <p><input type="checkbox"/> عمل أو مشروع خارج لبنان</p>

	<p> <input type="checkbox"/> تحويلات الأقارب بالخارج <input type="checkbox"/> عمل حر <input type="checkbox"/> مدخرات <input type="checkbox"/> التقاعد <input type="checkbox"/> الاعتمادات/الديون/القرض (بما في ذلك الاعتمادات من المتاجر) <input type="checkbox"/> مساعدة/معونة من منظمة إنسانية/جمعية خيرية حدد: _____ <input type="checkbox"/> مصدر دخل آخر حدد: _____ <input type="checkbox"/> لا أعلم <input type="checkbox"/> يرفض الإجابة </p> <p>If yes what is the approximate value of this extra income... إذا كانت الإجابة نعم ، فما هي القيمة التقريبية لهذا الدخل الإضافي...</p>
<p>How many cars does your household own now? ما هو عدد السيارات التي تمتلكها أسرتك حالياً؟</p>	<p> <input type="radio"/> 0 = 3 points <input type="radio"/> 1 = 2 points <input type="radio"/> 2 = 1 point <input type="radio"/> More than 2 = 0 points </p> <p> <input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> أكثر من 2 </p>
<p>Have you lost your job because of the Beirut Port explosion or the current crisis?* هل خسرت عملك نتيجة إنفجار مرفأ بيروت أو الأزمة الحالية؟*</p>	<p> <input type="radio"/> Yes = 3 points <input type="radio"/> No = 0 point <input type="radio"/> Refused to answer </p> <p> <input type="radio"/> نعم <input type="radio"/> كلا <input type="radio"/> يرفض الإجابة </p>
<p>Have you relocated from your area of residence due to the Beirut Port Explosion?* هل انتقلت من منطقة إقامتك بسبب انفجار مرفأ بيروت؟</p>	<p> <input type="checkbox"/> Yes = 3 points <input type="checkbox"/> No = 0 points </p>
<p>Have you or any household member lost/damaged any of the following due to the Beirut Port explosion?* هل فقدت/أتلقت أنت أو أي فرد من أفراد أسرتك أي من الأمور التالية انفجار مرفأ بيروت؟*</p>	<p> <input type="checkbox"/> Family member(s)/Relative(s) = 3 points <input type="checkbox"/> Furniture = 2 points <input type="checkbox"/> Home appliance(s) = 2 points <input type="checkbox"/> Car(s) = 2 points <input type="checkbox"/> Other Specify _____ <input type="checkbox"/> Do not know <input type="checkbox"/> Refused to answer </p> <p> <input type="checkbox"/> أفراد الأسرة/الأقارب (الأقارب) <input type="checkbox"/> صديق (أصدقاء)/ جار <input type="checkbox"/> أثاث <input type="checkbox"/> أدوات المنزلية </p>

	<input type="checkbox"/> السيارات <input type="checkbox"/> غيره حدد _____ <input type="checkbox"/> لا أعلم <input type="checkbox"/> يرفض الإجابة
How much does your household need per month to cover the following essential needs (in USD), excluding rent, in your current apartment of residence?* ما هو المبلغ الذي تحتاجه أسرته شهرياً لتغطية الاحتياجات الأساسية التالية (بالدولار الأمريكي) باستثناء إيجار شقتك الحالية التي تقيم فيها؟*	<ul style="list-style-type: none"> ○ Food: USD: _____ ○ Health care: USD: _____ ○ Utilities (water, electricity, generator, telephone): USD: _____ ○ Education: USD: _____ ○ Other: Specify: _____ USD: _____ <ul style="list-style-type: none"> ○ غداء: الدولار الأمريكي: _____ ○ رعاية صحية: الدولار الأمريكي: _____ ○ الخدمات (المياه، الكهرباء، المولدات، الهاتف): الدولار الأمريكي: _____ ○ التعليم: الدولار الأمريكي: _____ ○ غيره حدد _____: الدولار الأمريكي: _____

Present housing arrangements		ترتيبات السكن الحالية
Please provide the address of your current place of residence:*	يرجى تقديم عنوان مكان إقامتك الحالي؟*	
Which of the following best describes your current housing arrangement?	<input type="checkbox"/> Owned apartment <input type="checkbox"/> Rented apartment <input type="checkbox"/> Living with relatives or friends <input type="checkbox"/> Other (please specify):	
Type of tenure arrangement*	<input type="checkbox"/> Rental agreement (after July 1992) <input type="checkbox"/> Rental agreement (before July 1992 – old rent) <input type="checkbox"/> Informal verbal lease agreement <input type="checkbox"/> Provided by employer/hosted by provider in	

	<p>exchange of work</p> <ul style="list-style-type: none"> <input type="radio"/> Hosted (for free) <input type="radio"/> Assistance/Charity <input type="radio"/> Occupancy free of charge (only if interviewee is Syrian refugee) <input type="radio"/> Rent freeze/rent reduction arrangement <input type="radio"/> Other: Specify: _____ <input type="radio"/> Do not know <input type="radio"/> Refused to answer <input type="radio"/> عقد إيجار (بعد تموز 1992) <input type="radio"/> عقد إيجار (قبل عام 1992-إيجار قديم) <input type="radio"/> عقد إيجار شفهي غير رسمي <input type="radio"/> مقدم من قبل صاحب العمل / مستضاف مقابل عمل <input type="radio"/> مستضاف (مجانيًا) <input type="radio"/> مساعدة / عمل خيري <input type="radio"/> إيجار مجاني (فقط إذا كان الشخص الذي تمت مقابلته لاجئًا سوريًا) <input type="radio"/> إيجار مجمد/إيجار مخفض <input type="radio"/> غيره <input type="radio"/> حدد: _____ <input type="radio"/> لا أعلم <input type="radio"/> يرفض الإجابة
<p>If rented: What is your monthly rent cost for your current place of residence?*</p> <p>إذا كنت مستأجرًا: ما هي تكلفة الإيجار الشهري لمكان إقامتك الحالي؟</p>	
<p>What is the size of your current place of residence?</p> <p>ما هو حجم مكان إقامتك الحالي؟</p>	
<p>How many bedrooms does your current apartment have?</p> <p>كم غرفة نوم في شقتك الحالية؟</p>	<ul style="list-style-type: none"> <input type="radio"/> 0 bedrooms (Studio) <input type="radio"/> 1 bedroom <input type="radio"/> 2 bedrooms <input type="radio"/> 3 bedrooms <input type="radio"/> More than 3
<p>How many years or months have you lived in this residence?*</p> <p>كم عدد السنوات أو الشهور التي قضيتها في هذا المسكن؟</p>	
<p>Have you relocated in the last 5 years? How many times?*</p> <p>هل انتقلت في آخر 5 سنوات؟ كم مرة؟</p>	<p>If yes, what is the reason for relocation</p> <p>إذا كانت الإجابة بنعم ، فما هو سبب الانتقال</p>

Do you or any member of your household have special housing needs?*

هل لديك أنت أو أي فرد من أفراد أسرتك احتياجات سكنية خاصة

- Yes
- No
- Do not know
- Refused to answer
- نعم
- كلا
- لا أعلم
- يرفض الإجابة

- If yes, specify the type (Select all that apply):
- Pregnant or lactating
- Has visual impairment
- Has hearing impairment
- Has physical disability
- Has mental disability or illness
- Has intellectual disability
- Has speech impairment
- Has temporary illness or injury
- Has chronic disease (e.g. diabetes)
- Has serious/life-threatening medical condition (e.g. cancer)
- Is an older person unable to care for his/her self or with specific needs
- Is an older person who is the sole caregiver for child(ren)
- Is a victim of abuse, violence, exploitation or human trafficking
- Is a child at risk (child labour, unaccompanied child, neglected child, etc.)
- Has other legal and physical protection needs (survivor of torture, detained, GBV survivor, etc.). Specify: _____
- Other
- Specify: _____
- Do not know
- Refused to answer
-
- في حال نعم، حدد النوع (إختر الإجابات المطابقة)
- الحامل أو المرضعة

	<ul style="list-style-type: none"> ○ لديه إعاقة بصرية ○ لديه ضعف في السمع ○ لديه إعاقة جسدية ○ لديه إعاقة أو مرض عقلي ○ لديه إعاقة ذهنية ○ لديه ضعف في الكلام ○ يعاني من مرض مؤقت أو إصابة ○ لديه مرض مزمن (مثل مرض السكري) ○ يعاني من حالة طبية خطيرة/تهدد الحياة (مثل السرطان) ○ هو شخص مسن غير قادر على رعاية نفسه أو لديه احتياجات خاصة ○ من كبار السن وهو مقدم الرعاية الوحيد للطفل (الأطفال) ○ ضحية سوء المعاملة أو العنف أو الاستغلال أو الاتجار بالبشر ○ طفل في خطر (عمالة الأطفال، طفل غير مصحوب بذويه، طفل مهمل، إلخ.) ○ لديه احتياجات حماية قانونية وجسدية أخرى (ناج من التعذيب، محتجز، ناج من العنف القائم على النوع الاجتماعي، إلخ). حدد ○ غيره _____ ○ حدد: _____ ○ لا أعلم <p style="text-align: right;">○ يرفض الإجابة</p>
<p>Please provide more information regarding any specific housing needs:</p> <p>يرجى تقديم مزيد من المعلومات بشأن أي احتياجات سكنية محددة</p>	

PART 3 – CLOSURE

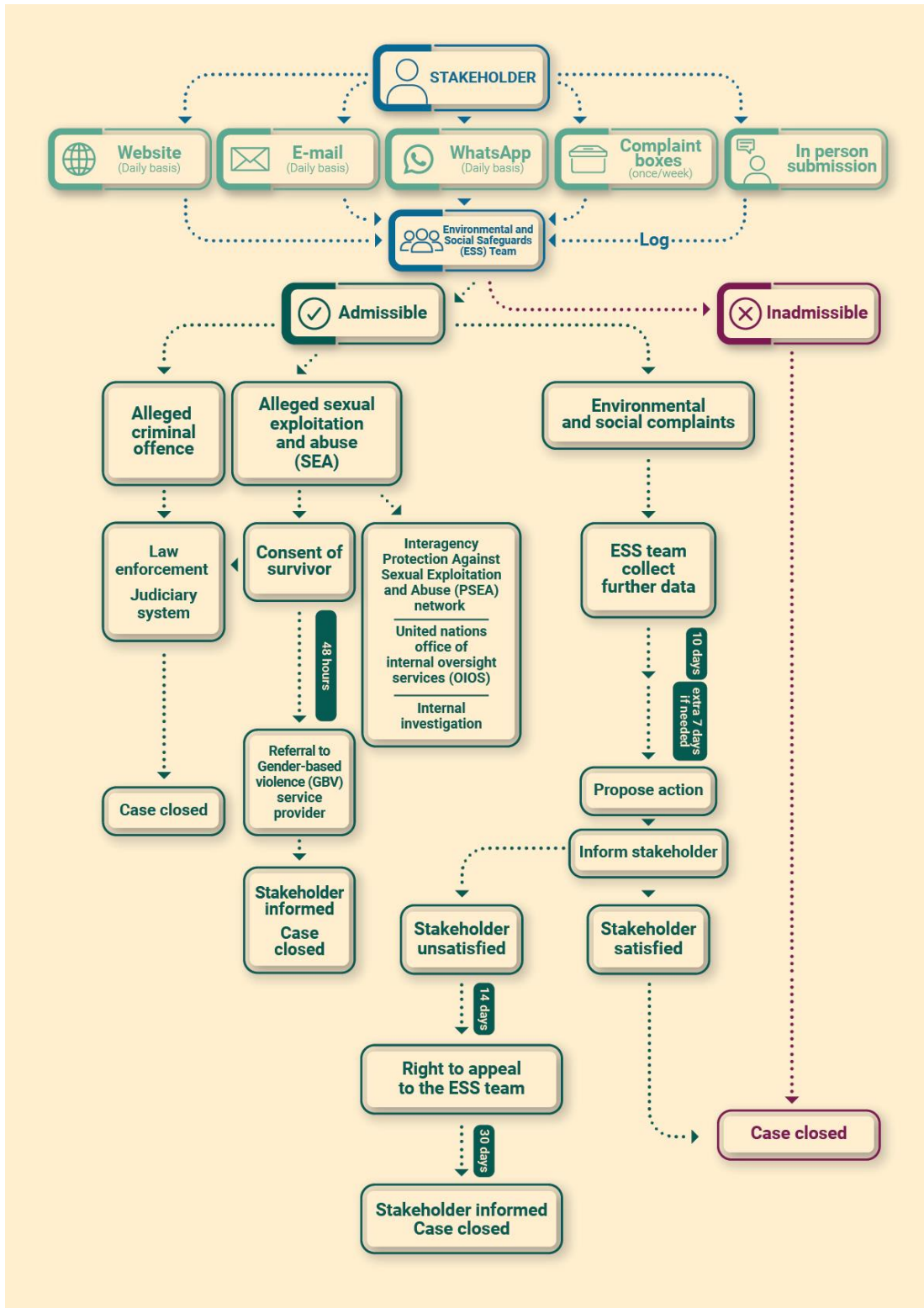
القسم 3 - الخاتمة

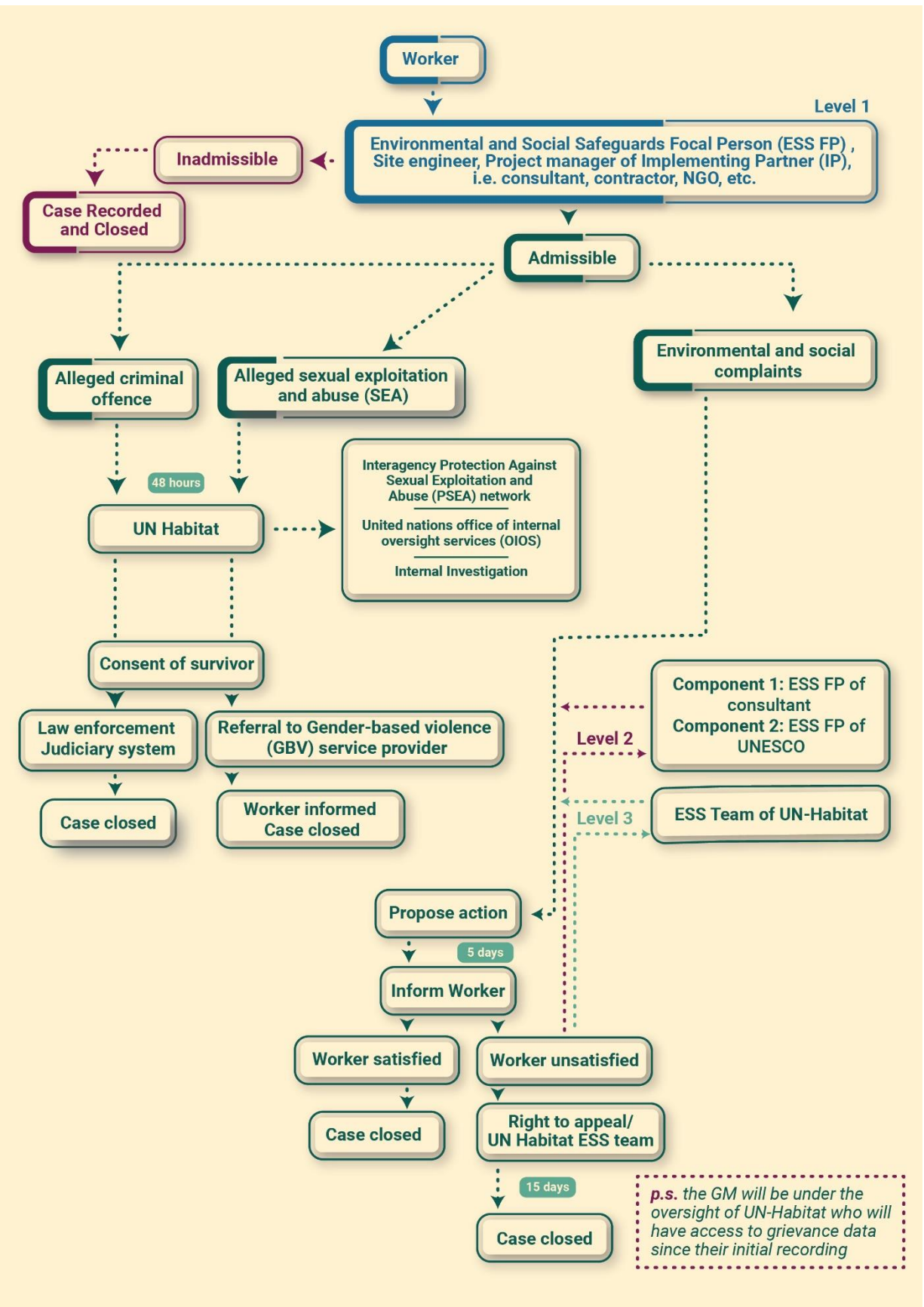
<p>Closing questions الأسئلة الختامية</p>	
<p>Do you have any comments or questions? هل لديك أي ملاحظات أو أسئلة؟</p>	<ul style="list-style-type: none"> ○ Yes ○ No <p style="text-align: right;">○ نعم ○ كلا</p> <p><i>If yes, provide details:</i> _____</p> <p style="text-align: right;">في حال نعم، أذكر تفاصيل: _____</p>
<p>Closing statement instructions for enumerators تعليمات ختامية لفريق المسح</p>	

The enumerators should thank the interviewee for the time she/he has dedicated to the survey and for the provided information. Make sure no promises were made. Confirm the privacy of all information given, and provide the family with a hotline number (Grievance Mechanism number).

يجب شكر المجيب على الوقت الذي خصصه للمسح وعلى المعلومات المقدمة. تأكد من عدم تقديم أي وعود. وقم بتأكيد خصوصية جميع المعلومات المقدمة، وتزويد الأسرة برقم الخط الساخن (رقم آلية الشكاوى والملاحظات).

7.11 Annex 11: GM flowchart





7.12 Annex 12: GM online form

No.	Date received	Grievance received via	Add details (phone number, email, etc.)	Gender	Grievance received by	Type of grievance	Brief description (always mention the name of the complainant)	Investigation undertaken	If yes, who undertook the investigation and its findings/ actions	Proposed corrective actions	Proposed corrective actions by	Date of response	Status	Date closed	Other comments
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7.13 Annex 13: Pledge



United Nations
Human Settlements Programme
(UN-Habitat)

برنامج الأمم المتحدة
للمستوطنات البشرية
(UN-Habitat)

Beirut Housing Rehabilitation
and Cultural and Creative
Industries Recovery
(BERYT)

مشروع إعادة تأهيل المساكن المتضررة
وتعافي الصناعات الإبداعية الثقافية
في بيروت
(بيريت)

تعهد بإفراغ عقار من أغراض موضوعه فيه
قبل انطلاق أعمال إعادة تأهيله

أنا الموقع أدناه شادي الشامي، بصفتي أقوم على سبيل التسامح وبشكل مؤقت باستخدام أجزاء من العقار رقم 212 الرميل لتخزين بقايا الأخشاب، فأني أتعهد بموجب هذا الكتاب بإفراغ العقار المذكور من جميع الأشياء والأغراض العائدة لي أو تلك التي قمت بوضعها في العقار لا سيما بقايا الأخشاب المخزنة فيه، وذلك في موعد أقصاه تاريخ تسليم العقار المذكور من قبل مالكه إلى برنامج الأمم المتحدة للمستوطنات البشرية – "UN-Habitat" أو إلى من ينتدبه البرنامج في إطار أعمال إعادة التأهيل المقرر مبدئياً إجراؤها في العقار المذكور من خلال مشروع إعادة تأهيل المساكن المتضررة وتعافي الصناعات الإبداعية الثقافية في بيروت – "بيريت" المنفذ من قبل البرنامج، مع ضمان عدم عودتي للعقار أو وضعي أي أشياء أو أغراض فيه طيلة فترة أعمال إعادة التأهيل المشار إليها.

وفي هذا الإطار، فأني أتعهد بما يلي:

- 1- التزامي بإفراغ العقار من كافة الأشياء والأغراض العائدة لي أو تلك التي قمت بوضعها في العقار ونقلها خارجه وذلك على نفقتي الخاصة ومسؤوليتي الكاملة.
- 2- التزامي بعدم المطالبة بأي تعويض من أي نوع كان نتيجة قيامي بإفراغ أو نقل أو تخزين الأشياء والأغراض العائدة لي أو التي قمت بوضعها في العقار وذلك إنفاذاً لهذا التعهد.
- 3- معرفتي بالية معالجة الشكاوى المنشأة لدى برنامج الأمم المتحدة للمستوطنات البشرية – "UN-Habitat"، والتزامي باستخدامها لتقديم أي شكوى أو اقتراح أو طلب أو ملاحظة أو استفسار.

بيروت في اليوم/الشهر/السنة

الاسم والتوقيع