

# NORTH-WEST SYRIA RESPONSE

HOUSING, LAND AND PROPERTY TECHNICAL WORKING GROUP

## DUE DILIGENCE GUIDANCE

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# INTRODUCTION TO GUIDE

This document has been developed by the North-West Syria Housing, Land and Property (HLP) AoR in close coordination and consultation with the North-West Syria Shelter/NFI, CCCM, and Protection clusters.

This tool is intended to complement existing Due Diligence guidance that has previously been developed by the Shelter/NFI and CCCM Clusters<sup>1</sup> and is a living document. As such it heavily draws upon existing Due Diligence guidance to provide a baseline standard level of Due Diligence which should be utilized by all humanitarian actors implementing Shelter/NFI and CCCM interventions in NW Syria. This tool does not replace existing sector and intervention specific due diligence guidance but should be viewed as the starting point and added to depending on individual sector and/or intervention needs. A list of additional sector and intervention specific resources can be found in Annex H.

## HOW TO USE THIS GUIDE:

This document should be used to guide HLP Due Diligence carried out by humanitarian actors prior to implementing Shelter/NFI and CCCM interventions where the issue of land ownership and rights to use may be affected by the intervention.

<sup>1</sup> In particular the CCCM: Supporting HLP-sensitive Interventions in Informal Sites in NW Syria: HLP Due Diligence Guidance. Prepared by IOM on behalf of CCCM Cluster, Turkey hub, December 2019. And the unpublished: Dignified Shelter and Safer Living Conditions Due Diligence Guidance: Supporting Housing, Land and Property Rights in North-west Syria.

Such interventions include but are not limited to:

- Dignified Shelter
- Site planning

As such this guide includes baseline Due Diligence guidance and tools which should be used by all actors prior to implementing activities as well links to additional sector and intervention specific tools which may be used to tailor due diligence based on unique sector and intervention specific needs.

Utilizing this toolkit, actors will be able to ensure with relative certainty that their interventions will do no harm to affected persons' land rights and be sustainable. Given the potential complexities involved in HLP rights in North-West Syria, Shelter/NFI and CCCM actors may liaison with HLP actors in their areas of intended implementation for further guidance and support. If an organization is unaware of the HLP actors in their areas of implementation they are invited to contact the HLP AoR using the contacts provided at the end of this document to identify HLP actors operating in their intended areas of implementation.

## WHY DUE DILIGENCE PROCEDURES?

Due Diligence is a process of research, analysis, and monitoring to ensure that all humanitarian interventions protect the Housing, Land, and Property (HLP) rights of both landowners and land users/residents. HLP due diligence must be conducted before activities are started to clarify ownership and usage rights for land that will be used for project activities. HLP rights encompass the full spectrum of rights to housing, land, and property, including:

- Right to adequate housing;
- Right to access natural resources;
- Right to security of tenure and protection against forced displacement; and
- Right to non-discrimination in accessing HLP rights.

This guidance thus aims to support humanitarian organizations implementing activities in North-West Syria by:

1. identifying rightful landowner(s) and obtaining their consent prior to any work; and
2. making necessary arrangements to enable land users/residents to be able to stay on the land, protect them from eviction, and ensure security of tenure.

Risks of NOT conducting Due Diligence include:

- Landowners coming forward after an intervention has begun, potentially causing eviction, displacement, or exploitation of land users/ residents;
- Delays or cancellation of project activities;
- Legal cases and court proceedings brought against humanitarian Shelter/NFI or CCCM actors;
- Removal of infrastructure or shelter materials installed during interventions;
- Humanitarian actors breaching HLP rights of both owners and beneficiaries, violating Do No Harm principles;
- Increased tensions between host communities and displacement populations;
- Unsustainable use of time, money, and resources.

This document is tailored to the context of North-West Syria which is characterized by ongoing conflict and the lack of an internationally-recognized legal framework, and therefore requires additional safeguards beyond a check of available legal documentation. A review of available documentation and community verification using below checklists at both the community level and for each specific land plot will allow humanitarian actors to determine whether there is enough legal certainty to carry out a specific project as planned or if a shift to another location is required.

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p><b>1. Mapping of legal frameworks and HLP Stakeholders</b></p> <ul style="list-style-type: none"> <li>Understanding legal framework, land administration and HLP-related procedures in the area (see Shafak-IOM Map of Legal and Real Estate Services).</li> <li>Mapping of key HLP stakeholders, including authorities, local courts, land registries, mukhtars, community leaders (Annex A).</li> </ul>	<ul style="list-style-type: none"> <li>Conduct sector and intervention specific community engagement to understand community desire for the planned intervention.</li> <li>Consult with community members, including IDPs &amp; host community.</li> <li>Understand HLP issues in the area, including known types of land, land disputes and community tensions.</li> </ul>	<ul style="list-style-type: none"> <li>HLP Legal frameworks: See <a href="#">Shafak-IOM Map of Legal and Real Estate Services</a></li> <li>HLP Stakeholder Mapping Template (<b>Annex A</b>).</li> </ul>
<p><b>2. HLP Due Diligence Community Level</b></p> <ul style="list-style-type: none"> <li>HLP documentation at both community level and for specific parcels of land (for example: tabou, land registry statement, court docs, building permits, etc.).</li> <li>Understand HLP issues in the area, including known land disputes, community tensions, and types of land.</li> <li>Identify how HLP disputes are typically resolved.</li> <li>Understand particular HLP concerns of vulnerable and marginalized groups.</li> <li>Initial determination of whether land is publicly or privately owned.</li> </ul>	<ul style="list-style-type: none"> <li>Understanding of roles/ history of local HLP actors (including de facto authorities, relevant courts, community leaders, camp managers and others) who may be involved in resolving disputes.</li> <li>Understand treatment of vulnerable and marginalized groups.</li> <li>Community-level HLP due diligence – discussions with key stakeholders using checklist.</li> <li>Understand mediation or negotiation capacities and identify if capacity building is needed for camp managers, local leaders or community representatives.</li> </ul>	<ul style="list-style-type: none"> <li>Community level HLP Due Diligence Checklist (<b>Annex B</b>).</li> </ul>

PREPAREDNESS AND PLANNING

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>BEFORE IMPLEMENTATION</b></p> <p><b>3. Due Diligence Checklist for the Specific Plot of Land</b></p> <p>Whether the land is public or private due diligence must be conducted to:</p> <ul style="list-style-type: none"> <li>▪ Understand exact location and boundaries;</li> <li>▪ Verify if land is publicly owned or privately owned;</li> <li>▪ Verify ownership and Land users;</li> <li>▪ Understand and document all existing and known land disputes (may not be in name of landowner).</li> </ul> <p><b>PUBLIC LAND:</b></p> <ul style="list-style-type: none"> <li>▪ Conduct 3 KIIs: 1 with representative of local Defacto authorities and 2 with long term residents of the area.</li> <li>▪ If Defacto authority in charge of public land also conduct private owner assessment with representative of defacto authorities.</li> </ul> <p><b>PRIVATE LAND:</b></p> <ul style="list-style-type: none"> <li>▪ Conduct 3 KIIs: 1 with representative of local Defacto authorities and 2 with long term residents of the area.</li> <li>▪ Conduct private owner assessment directly with the owner of the land.</li> <li>▪ Collect HLP documentation of ownership where possible. Where ownership documents have been lost, confiscated, destroyed or are missing Community Verification with three community members may be considered instead. In this case, please contact HLP actors for support.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Verify ownership/Possession of PoA and/or user rights to the land.</li> <li>▪ Assess which Ownership documents available.</li> <li>▪ Assess the presence of conditions limiting the use of the land.</li> <li>▪ Obtain agreement of landowner/PoA or local authorities for rent-free or rent-freeze terms.</li> <li>▪ Obtain agreement to sign Land Use Agreement.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Specific plot of land HLP Due Diligence Checklist (<b>Annex C</b>) (For Private owner/defacto authorities)</li> </ul>

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>REVIEW AND PLANNING</b></p> <p><b>4. Decide if activity is GO or NO GO:</b></p> <ul style="list-style-type: none"> <li>▪ Review all information collected through community level and Specific plot of land Due Diligence checklists paying close attention to GO/NO GO/ON-HOLD determinations:               <ul style="list-style-type: none"> <li>▪ Compare documents held by relevant actors with initial mapping of ownership documents in the area.</li> <li>▪ HLP document review and verification including community verification where HLP documentation is lost, missing, confiscated, or destroyed.</li> </ul> </li> <li>▪ Based on document review and information gathered, assess feasibility of continuing in this location.</li> <li>▪ CCCM Cluster will verify and validate all Due Diligence checklists and documentation and provide the final GO/NO GO decision. Difficult Due Diligence cases may be referred from the CCCM cluster to the HLP AoR for support with verification and validation.</li> <li>▪ If the activity is a GO, coordinate and consult local authorities about planned interventions.</li> </ul>		<ul style="list-style-type: none"> <li>▪ HLP Due Diligence Checklists (<b>Annex B, Annex C</b>)</li> </ul>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>AGREEMENT FOR LAND USE</b></p> <p><b>5. Agreement with landowners</b></p> <p><b>PUBLIC LAND:</b></p> <ul style="list-style-type: none"> <li>▪ Negotiations and agreement are with local authorities. Humanitarian Access Working Group (HAWG) might be able support with negotiations/discussions if there are challenges.</li> <li>▪ Local authorities will issue written permission allowing work to begin, preferably using Land Use Agreement (<b>Annex C</b>).</li> <li>▪ Written permission should include beneficiary rights.</li> <li>▪ Written permission needs to include mediation or negotiation clause for disputes between humanitarian actors and local authority and for disputes between local authority and beneficiaries.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Engage with community on planned intervention, including scope of project, timeline, potential relocation.</li> <li>▪ Ongoing community consultation to respond to any questions or concerns from community members. Participation and involvement in any interventions must be voluntary and based on fully informed consent.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Land Use Template (applicable for both public and private lands) (<b>Annex D</b>)</li> <li>▪ Beneficiary Tenancy Agreement (<b>Annex E</b>)*</li> </ul> <p><i>*Not used by CCCM</i></p>

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p><b>(Step 5 continued)</b></p> <p><b>PRIVATE LAND:</b></p> <ul style="list-style-type: none"> <li>▪ Agreement is between humanitarian actor and private landowner(s).</li> <li>▪ After signing, notification must be provided to local authorities.</li> <li>▪ Private contract should adhere to minimum beneficiary rights.</li> <li>▪ Agreement needs to include mediation or negotiation clause for disputes between humanitarian actors and landowners and for disputes between landowners and beneficiaries.</li> </ul> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>AGREEMENT FOR LAND USE</b></p>	<ul style="list-style-type: none"> <li>▪ Recommended that each actor establish a focal point or team for community engagement and for receiving or responding to inquiries and complaints from community members.</li> <li>▪ Ensure inclusion and consultation with women, youth, persons with disabilities and other vulnerable or marginal groups in community engagement.</li> <li>▪ All agreements (on both public and private land) should adhere to the minimum requirements for beneficiary rights. For technical support or guidance in obtaining these:               <ul style="list-style-type: none"> <li>▪ Contact HAWG for negotiations in relation to public lands.</li> </ul> </li> </ul>	<p>(See resources on previous page)</p>
<p><b>6. A. During Implementation</b></p> <ul style="list-style-type: none"> <li>▪ Ensure complaints and feedback mechanisms are in place and operational.</li> <li>▪ Each organization should designate a focal point for HLP issues to identify issues that arise and provide clear reporting lines.</li> <li>▪ Regular updates and consultation with community members, landowners (if private land), local authorities and camp managers (if relevant) on progress of implementation, timeline and any changes or delays.</li> </ul> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>DURING IMPLEMENTATION</b></p>	<ul style="list-style-type: none"> <li>▪ Continued engagement with affected communities, camp managers and local authorities, to promote transparency and trust, particularly if there are any delays or challenges related to implementation.</li> <li>▪ Consultation with affected communities about possibility and length of relocation (where relevant).</li> <li>▪ Develop transparent messages for the excluded groups on reasons for not being included in the intervention (e.g. on selection criteria, budget, limitations...).</li> </ul>	<ul style="list-style-type: none"> <li>▪ For further information see Sector &amp; Intervention specific guidance for Community engagement during implementation (<b>Annex H</b>)</li> </ul>

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p>(Step 6.A. continued)</p>	<ul style="list-style-type: none"> <li>Concrete discussion and updates with residents/beneficiaries about the plan and explanation, including discussion of contracts and rights (where relevant).</li> <li>Set up of beneficiary feedback/complaint mechanisms.</li> </ul>	
<p><b>DURING IMPLEMENTATION</b></p> <p><b>WHERE RELEVANT:</b></p> <p><b>6. B. Temporary Relocation (only if unavoidable)</b></p> <p><i>Ensure that families are not rendered homeless as a result of relocation and that there is no disruption to access to education, health or other essential services.</i></p> <ul style="list-style-type: none"> <li>Resident voluntary and informed consent to temporary relocation, including option to refuse intervention and avoid relocation.</li> <li>In most cases, relocation should be for no more than 5 days and, at an absolute maximum of 20 days.</li> </ul> <p>Ensure that residents have alternative accommodation, whether hosted by family, neighbors, or if needed, with cash assistance or provision of temporary accommodation.</p>	<ul style="list-style-type: none"> <li>Ensure all beneficiaries have access to complaint mechanisms.</li> <li>Communicate with the affected HHs the expected timeframe and all relevant details of the relocation.</li> <li>Ensure inclusion and consultation with women, youth, persons with disabilities and other vulnerable or marginal groups in community engagement.</li> </ul>	<ul style="list-style-type: none"> <li>For Sector and Intervention specific guidance on minimum Guidelines on Relocations and Beneficiary Rights (<b>Annex H</b>)</li> </ul>
<p><b>END OF IMPLEMENTATION</b></p> <p><b>7. Handover</b></p> <p>Handover signing and ceremony, including landowners and local authorities, depending on private or public land, and community leaders and residents.</p>		<ul style="list-style-type: none"> <li>Template Handover certificate (<b>Annex F</b>)</li> </ul>

## STEPS FOR DUE DILIGENCE

STEPS	COMMUNITY ENGAGEMENT	RESOURCES
<p><b>8. Post-Implementation</b></p> <ul style="list-style-type: none"> <li>Information sharing amongst actors to identify challenges and areas for improvement.</li> <li>Where relevant coordinate with HLP AoR for lessons learnt event.</li> <li>HLP questions included in all Post-Distribution Monitoring exercises for at least 6 months after handover.</li> <li>Where possible, provide focal point for beneficiaries to share HLP issues that arise (ideally to be in place for 2-years from the time of contract completion).</li> <li>Integrate HLP-related questions in post-implementation monitoring.</li> </ul>	<ul style="list-style-type: none"> <li>Ongoing community engagement, including follow-up to ensure residents have not been subject to forced eviction, coercion, or harassment.</li> <li>Ensure the Complaints and Feedback Mechanism remains in place and encourage residents to report any issues that may arise.</li> </ul>	<ul style="list-style-type: none"> <li>Recommended HLP-related questions for post-monitoring (<b>Annex G</b>)</li> </ul>

## CONTACT LIST

NAME	POSITION	ORGANIZATION	EMAIL
PATRICK MUTAI	SNFI Cluster Coordinator	UNHCR	<a href="mailto:mutaip@unhcr.org">mutaip@unhcr.org</a>
MOHAMMED ALAMIR	SNFI Cluster Co-Coordinator	CARE	<a href="mailto:coord.turkey@sheltercluster.org">coord.turkey@sheltercluster.org</a>
JOHNSON OPOKA	CCCM Cluster Co-Coordinator	UNHCR	<a href="mailto:opoka@unhcr.org">opoka@unhcr.org</a>
TAMAM DUBEL	CCCM Cluster Co-Coordinator	Global Communities	<a href="mailto:tdubel@globalcommunities.org">tdubel@globalcommunities.org</a>
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LORENA NIETO	Protection Cluster Coordinator & HLP-CD AoR Co-Chair	UNHCR	<a href="mailto:nieto@unhcr.org">nieto@unhcr.org</a>
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# ANNEX A: HLP STAKEHOLDER MAPPING TEMPLATE

	Individual/Organization Name	Which land issues does this actor have decision making <b>power over</b> in this area?	Which land issues does this actor have <b>influence over</b> (if different than power) in this area?	Are this actor's power or influence over land issues conflicting with other actors in the area? If yes, which other actors?	Are their conflict resolution mechanisms for this actor's competing power or influence over land issues in the area? If yes, what are they?	Are there any additional relevant information to understand this actor's interest, power, or influence over land issues in this area?
Authorities (ex: SSG)						
Local Government actors						
Judicial Bodies for land issues (ex: Real estate Record)						
Land Registries (in the Area)						
Community leaders						
Community Groups						
Camp Management						

# ANNEX B: COMMUNITY LEVEL HLP DUE DILIGENCE CHECKLIST

**Purpose:** This checklist provides guiding questions to better understand the history and status of the land and property where interventions will be implemented.

**Key informants:** For both community-level and parcel-specific verification, it is recommended to **consult with at least three key informants** identified through the HLP stakeholder mapping (Annex A), whether of the local authorities, community leaders, mukhtars, neighbors or long-term residents. These should ideally be either host community members or individuals who have lived in the area more than five year who know the area well.

It is particularly important to anticipate the impact of any activities on particularly vulnerable persons, such as child or female-headed households and so **at least one key informant should be a woman**. It is recommended to use one checklist to record all answers in the same place, so that answers can be directly compared to each other. Significantly different answers from KI1s to the same questions may indicate that there are wider land issues in the community.

**Exclusion criteria are ranked in severity from GO, On HOLD and NO GO. Any NO GO means that the intervention cannot move forward. An On HOLD indicates that the issue identified needs to be resolved or mitigated before the intervention can proceed. For legal clarity issues it is recommended to contact and HLP partner in the area of intervention to conduct a more in-depth analysis.**

Community Level HLP Due Diligence Checklist					
Name of Site:					
Location (Governorate/ District/ Sub-district/Village or Community):					
Name of Staff member filling the form:					
Key Informant Name and Position/Role:					
<b>KII 1 Name:</b>		<b>KII 2 Name:</b>		<b>KII 3 Name:</b>	
Position/Role:		Position/Role:		Position/Role:	
Is key informant also the landowner (for private land) or the authorized representative of local authorities (for public land) for this specific parcel?					
<b>KII 1:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>KII 2:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		<b>KII 3:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
Date:					
Information Needed	KII 1 Response	KII 2 Response	KII 3 Response	Notes	Exclusion Criteria
(1) Key Informant Information					
(1) Are key informants long-term residents (not displaced)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		Key informants are not long-term residents or don't include any women <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

# ANNEX B: COMMUNITY LEVEL HLP DUE DILIGENCE CHECKLIST

(CONTINUED)

Information Needed	KII 1 Response	KII 2 Response	KII 3 Response	Notes	Exclusion Criteria
(2) How long has key informant lived in area?	Over 5 Years <input type="checkbox"/> Less than 5 years <input type="checkbox"/>	Over 5 Years <input type="checkbox"/> Less than 5 years <input type="checkbox"/>	Over 5 Years <input type="checkbox"/> Less than 5 years <input type="checkbox"/>		Key informants are not long-term residents or don't include any women <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(3) Is the key informant a woman?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>(2) Ownership</b>					
(1) Are land rights generally clear and respected in this community (i.e. everyone knows who owns what?)	<input type="checkbox"/> Clear <input type="checkbox"/> Unclear <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Clear <input type="checkbox"/> Unclear <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Clear <input type="checkbox"/> Unclear <input type="checkbox"/> Other (Please specify)		Land rights in the community are not clear <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) Are lands in this area formally documented or not?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)		
(3) Is the land privately or publicly owned?	<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)	<input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Unknown <input type="checkbox"/> Other (Please specify)		Disagreement whether land is public or private <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(4) Do you know if the land is formally registered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
(5) For <b>public land</b> , who controls access to/use of the land?	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp management <input type="checkbox"/> Armed Group <input type="checkbox"/> Other (please specify)	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp management <input type="checkbox"/> Armed Group <input type="checkbox"/> Other (please specify)	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp management <input type="checkbox"/> Armed Group <input type="checkbox"/> Other (please specify)		Land is controlled by armed group <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(6) For <b>private land</b> , do you know the name of the owner and/or person with Power of Attorney (PoA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes <b>owner</b> , full name of owner: _____  If yes <b>PoA</b> , full name of PoA: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes <b>owner</b> , full name of owner: _____  If yes <b>PoA</b> , full name of PoA: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes <b>owner</b> , full name of owner: _____  If yes <b>PoA</b> , full name of PoA: _____		Variance in Owner/PoA identified <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

# ANNEX B: COMMUNITY LEVEL HLP DUE DILIGENCE CHECKLIST

(CONTINUED)

Information Needed	KII 1 Response	KII 2 Response	KII 3 Response	Notes	Exclusion Criteria
(7) For <b>private land</b> , can the owner or PoA be contacted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Owner or PoA cannot be contacted <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>(3) Disputes and Dispute Resolution</b>					
(1) Are disputes over land common in this area?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Disputes over land are common <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) Are you aware of any ongoing disputes or conflicts over this land?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Ongoing disputes or conflict over land <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(3) How are disputes over land currently resolved in this community?	<input type="checkbox"/> De facto authorities <input type="checkbox"/> Court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp managers <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other	<input type="checkbox"/> De facto authorities <input type="checkbox"/> Court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp managers <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other	<input type="checkbox"/> De facto authorities <input type="checkbox"/> Court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp managers <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other		
(4) Are decisions related to land usually respected?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Decisions related to land not respected <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(5) Are dispute resolution mechanisms accessible for everyone, including displaced persons, FHH?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Dispute resolution mechanisms not accessible for all <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>(4) Safety and Security</b>					
(1) Is this parcel of land prone to floods or other natural hazards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Site prone to natural hazards <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) Is land exposed to or in close proximity to military action, including contamination with ERW?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		Site is exposed to or close to military action <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/> <i>* Unless demining intervention</i>

# ANNEX B: COMMUNITY LEVEL HLP DUE DILIGENCE CHECKLIST

(CONTINUED)

Information Needed	KII 1 Response	KII 2 Response	KII 3 Response	Notes	Exclusion Criteria
(5) Documentation					
(1) Do most people in this community have documents for their land?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown		
(2) If yes, what kind of documents are most common?	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Registry record statement <input type="checkbox"/> Other (please specify)	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Registry record statement <input type="checkbox"/> Other (please specify)	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Registry record statement <input type="checkbox"/> Other (please specify)d		
(3) How are land transactions commonly documented?	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract-registered <input type="checkbox"/> Written contract-unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract-registered <input type="checkbox"/> Written contract-unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract-registered <input type="checkbox"/> Written contract-unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other		
(6) Host Community / IDP relations (only if proposed intervention with IDPs)					
(1) How would you describe host community attitudes towards IDPs in this area?	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know		Host community negative attitude towards intervention <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) How does the host community feel about the current or proposed use of this land for IDPs?	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral <input type="checkbox"/> Don't Know		
(7) Recommendations					
Additional remarks (if any)?					
Staff Final recommendation:	<input type="checkbox"/> Based on the community assessment it is <b>recommended</b> to proceed with Due Diligence for a Specific Plot of land  <input type="checkbox"/> Based on the community assessment this intervention is <b>On HOLD</b> until HLP actors can conduct further analysis  <input type="checkbox"/> Based on the community assessment it is recommended to <b>NOT</b> implement the planned intervention in this location				

# ANNEX C: SPECIFIC PLOT OF LAND HLP DUE DILIGENCE CHECKLIST

In addition to the Community level HLP Due Diligence Checklist, a specific set of questions must be asked **directly to the landowner(s)/PoA in the case of private land or an authorized representative of the local authorities for public lands** to obtain confirmation of the land status, their ownership and their consent to the terms of the proposed intervention.

Specific plot of land HLP Due Diligence checklist			
Questions	Response	Notes	Exclusion Criteria
<b>(1) Documentation</b>			
(1) Is this land formally registered in the owner's name?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
(2) What documents do they have to prove ownership/PoA and/or user rights to land? <i>(please attach a copy of all available documentation)</i>	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Registry record statement <input type="checkbox"/> PoA <input type="checkbox"/> Other		
3) For <b>private land</b> , is there any mortgage, equitable lien or loan currently on the land?	<input type="checkbox"/> None <input type="checkbox"/> Mortgage <input type="checkbox"/> Debt <input type="checkbox"/> Equitable lien <input type="checkbox"/> Loan <input type="checkbox"/> Other		Mortgage or debt on the land <b>On HOLD</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(4) Is there currently a dispute concerning this piece of land, affecting its land use?	<input type="checkbox"/> Yes <i>(please explain)</i> <input type="checkbox"/> No		Current disputes over land affecting its use <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>(2) Beneficiary Security of Tenure</b>			
(1) Does the landowner/PoA (for private land) OR local authorities (for public land) agree to all the IDPs/ current residents remaining on the land either either <b>rent-free</b> or, if they are currently paying rent, with a guaranteed <b>rent-freeze</b> at the current rate for the contractually agreed period?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other <i>(please specify)</i>		Rent-free or current rate rent-freeze not guaranteed for contractual period <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>
(2) Does the landowner (for private land) OR local authorities (for public land) agree to sign a Land Use Agreement guaranteeing IDPs/ current residents the right to remain on the land for minimum 12 months?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Landowner/local authority refuses to sign Land Use Agreement for minimum of 12 months <b>NO GO</b> Yes <input type="checkbox"/> No <input type="checkbox"/>

# ANNEX C: SPECIFIC PLOT OF LAND HLP DUE DILIGENCE CHECKLIST

(CONTINUED)

## Specific plot of land HLP Due Diligence checklist

Specific plot of land HLP Due Diligence checklist			
<b>Questions</b> (3) <b>If intervention requires a temporary relocation</b> from the land, is continued access and return for IDPs/current residents guaranteed?	<b>Response</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Notes</b>	<b>Exclusion Criteria</b> Landowner/local authority will not guarantee IDP/current resident continued access if relocated <span style="color: red; font-weight: bold;">NO GO</span> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>(3) Additional Remarks</b>			
Are you sufficiently certain over the ownership of the land and that with authorization from landowner/PoA (if private) or local authorities (if public), the intervention should proceed?	<input type="checkbox"/> Yes <input type="checkbox"/> No		Ownership not sufficiently certain <span style="color: red; font-weight: bold;">NO GO</span> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>(4) Conclusion</b>			
<input type="checkbox"/> The planned intervention can be implemented as planned and I am confident based on the above analysis and attached documents that:			
<ul style="list-style-type: none"> <li>▪ Relevant community leaders and authorities in the area for the proposed intervention have been consulted and confirmed nature of the land ownership;</li> <li>▪ Rightful owner/party who can authorize use of the land has provided authorization for land use and land use agreement has been verbally agreed to and will be signed;</li> <li>▪ There is no mortgage or debt on the land;</li> <li>▪ There are currently no disputes affecting the use of the land;</li> <li>▪ The land is not exposed to current military action/sufficiently away from front lines;</li> <li>▪ Local dispute resolution mechanisms are understood and accessible to beneficiaries;</li> <li>▪ IDPs/current residents right to stay on the land for at least 12 months has been guaranteed by the owner/PoA and will be included in the land agreement.</li> </ul>			
<input type="checkbox"/> There are outstanding issues related to property and/or land and before the intervention, the following issues must be addressed:			
<input type="checkbox"/> There are outstanding issues related to property and/or land and the intervention should not proceed because of the following identified exclusion criteria:			
Staff conducting the assessment (Name): _____ Check by PM (Name): _____			
Signed by staff conducting assessment: _____ Signed by PM: _____			
Date: _____ Date: _____			

# ANNEX D: LAND USE AGREEMENT

## Land Use Agreement

[Name of Project]

- TO BE SIGNED BY RELEVANT LANDOWNER OR DESIGNATED REPRESENTATIVE FOR LANDOWNER IN THE CASE OF PRIVATE LAND
- TO BE SIGNED BY DESIGNATED REPRESENTATIVE FOR RELEVANT LOCAL AUTHORITIES IN THE CASE OF PUBLIC LAND

### Article 1. Parties to the Agreement

[NAME OF ORGANIZATION] is a nonprofit relief and humanitarian organization [BRIEF DESCRIPTION OF ORGANIZATION SUCH AS ACTIVITIES] and is currently represented by [NAME OF DESIGNATED REPRESENTATIVE], hereafter referred to as the 'FIRST PARTY.'

[NAME OF LOCAL AUTHORITY OR PRIVATE OWNER]<sup>1</sup> is [CONSIDERED THE OWNER OF THIS PROPERTY/THE RESPECTIVE LOCAL AUTHORITY WITH REGARD TO THE LAND] and is currently represented by [NAME OF DESIGNATED REPRESENTATIVE]<sup>2</sup>, hereafter referred to as the 'SECOND PARTY.'

[FOR PRIVATE LAND OWNERS ONLY] All rights and obligations pursuant to this agreement will pass without exception to the benefit of and be binding upon the 'SECOND PARTY' and his/her successors and assigns.

### Article 2. Identification of Land

The location of the land subject to the agreement is in [NAME OF GOVERNORATE, DISTRICT, SUB-DISTRICT AND COMMUNITY], is known locally as [CAMP NAME IF APPLICABLE/ OR ADDRESS IF APPLICABLE], with the precise GPS coordinates of [GPS COORDINATES].

To the best of the Parties knowledge, the land is classified as [STATE/PRIVATE] land, in total, covers [XXX] square meters, hereafter referred to as the 'LAND.'<sup>3</sup>

### Article 3. Acknowledgement of Status and Ownership of the Land

The LAND specified in **Article 2** is owned and under the full authority of the SECOND PARTY. The SECOND PARTY has provided proof of ownership of the land and has confirmed that there are no pending claims or disputes over the land. The ownership of the land has been independently verified by the FIRST PARTY, to the best of its knowledge and ability, and is unaware of any ongoing disputes or competing ownership claims with regard to the Land.

### Article 4. Scope of Planned Works on the Land

The FIRST PARTY will carry out the below mentioned works and activities on the Land:

[BRIEF DESCRIPTION OF ALL ACTIVITIES WHICH WILL BE UNDERTAKEN]

### Article 5. Roles and Responsibilities of each Party to the Agreement

(A) Roles and Responsibilities of the FIRST PARTY:

1. General design of the project and implementation of all [TYPE OF ACTIVITY] activities within the land boundaries agreed upon in **Article 2** of this contract and the attached documents;

1 May also consider adding additional information such as father and mother's names, date of birth and ID number.

2 If written power of attorney has been granted, please include or attach a copy to this agreement.

3 Additionally copy and annex any supporting documentations authenticating the status of the land, such as *Tabou*, real estate registration statement, cadastral statement or cadastral plan.

# ANNEX D: LAND USE AGREEMENT

(CONTINUED)

2. To bear and pay all financial costs and expenses related to the project implementation and all necessary maintenance and repairs during the implementation period and prior to handover.
3. [CCCM where relevant] Responsible for the appropriate removal of sewage and sanitary drainage and any other remaining health hazards from the site.

## (B) Roles and responsibilities of the SECOND PARTY:

1. To guarantee that the land described and defined in **Article 2** is free from competing ownership claims and any other material and legal obstacles preventing project activities from being initiated;
2. To make no demand or request any favor, in the forms of money, taxation or other influence, on the FIRST PARTY or the occupants of the LAND during the implementation of the contract.

*[IF THERE ARE CURRENT OCCUPANTS: choose between 3a & 3b. Always include section 4 if there are Occupants]*

3. (a) [IN SITUATIONS WHERE CURRENT OCCUPANTS ARE NOT CURRENTLY PAYING RENT OR WHERE THE LANDOWNER/LOCAL AUTHORITIES WILL AGREE TO RENT-FREE OCCUPANCY]

To provide the land for free to the CURRENT OCCUPANTS, and not to levy any rental or other land-related fees during the AGREEMENT PERIOD, as defined in **Article 7**;

3. (b) [IN SITUATIONS WHERE CURRENT OCCUPANTS ARE CURRENTLY PAYING RENT]

To provide the land for the same current rental rate to the CURRENT OCCUPANTS, and not to increase any rental or other land-related fees during the AGREEMENT PERIOD, as defined in **Article 7**;

4. To guarantee and protect the right of CURRENT OCCUPANTS (as defined in Article 6(a)), to remain on the land and protect them from any threats of coercions, harassment or forced eviction during the AGREEMENT PERIOD, despite any possible changes to the camp management and/or local administration;
5. To adhere to strict non-interference and subsequent opposition to project implementation or management.

## **Article 6. Current Occupants of the Land** *[Included if there are current occupants on the land]*

(A) The FIRST PARTY is implementing the planned project activities, as detailed in **Article 4**, for the benefit of the residents of the LAND at the time this agreement is signed, regardless of their areas of origin, displacement status, current lease agreement or security of tenure, religion, gender, age or other status.

(B) Under this agreement, the SECOND PARTY expressly agrees to allow the residents of the LAND, as defined in Article 6(a) and hereafter known as the CURRENT OCCUPANTS, to continue to remain on the land uninterrupted and undisturbed and to benefit from the activities and interventions of the FIRST PARTY for the entirety as the AGREEMENT PERIOD, as defined in **Article 7**.

## **Article 7. Rental-Free Agreement Period** *[Included if there are current occupants on the land]*

(A) At the completion of the project implementation, the FIRST PARTY will handover assets and completed interventions to the SECOND PARTY, subject to terms as required by the donor as stipulated under **Article 7**. At such time as the handover occurs, the SECOND PARTY agrees to enter into a [RENTAL-FREE/RENT-FREEZE] agreement with the CURRENT OCCUPANTS of the LAND, as defined in **Article 6**.

# ANNEX D: LAND USE AGREEMENT

(CONTINUED)

(B) The [RENTAL-FREE/RENT-FREEZE] tenancy agreement must be for a minimum of 12 months from the date of signing, with no maximum limit on duration, hereafter known as the AGREEMENT PERIOD.

## **Article 8. Contracting and Sub-Contracting**

The FIRST PARTY shall have the right to contract with any party as it deems appropriate for the implementation of the planned intervention. The SECOND PARTY shall not be entitled to object to the parties and/or interfere in its activities.

## **Article 9. Handover of Assets**

Following the completion of project implementation, the asset handover process will be determined by the FIRST PARTY after discussion with the donor and formal forms of delivery of assets are signed.

## **Article 10. Dispute Resolution in the Event of Breach of Agreement**

In the event of breach of the terms of the agreement or the emergence of disputes between the PARTIES in the interpretation or understanding of any of its items or any other reason outside of this contract but directly related to the intervention agreed upon within this contract, it shall be settled and resolved amicably by appointing a mediator trusted by and agreed upon by both PARTIES and the decision of the mediator shall be final and binding for both parties.

## **Article 11. Data Collection and Visibility**

(A) The FIRST PARTY is authorized to take photographs, contingent on CURRENT OCCUPANT's consent, and otherwise gather information for communication purposes, donor reporting and internal reporting system.

(B) The SECOND PARTY is prohibited from publishing, publicizing, disseminating, broadcasting or otherwise communicating the role of the First Party in implementing the project, whether online, through radio, television or other broadcast or via social media, except with the express and prior formal consent of the First Party.

## **Article 12. Termination of Agreement**

(A) In the case of compelling circumstances outside the control of the FIRST PARTY that prevent and impede the full implementation of the project during the stipulated period, such as, *inter alia*:

- a worsening security situation compromising the safety of beneficiaries/current occupants;
- suspension or restrictions on funding by the donor;
- demands of the SECOND PARTY or another third party to provide financial payments or to pay taxes;
- physical, verbal, or other threats to staff or contractors of the First Party or to beneficiaries.

(B) In such event as outlined in Article 12(a), the FIRST PARTY shall notify the SECOND PARTY of the necessity of taking the required measures to close the project. The notification shall be given within 24 hours of the occurrence of the emergency and closing procedures should be completed within 7 days of notification. The SECOND PARTY shall not initiate any actions or prejudice to any assets of the Project under any justification.

# ANNEX D: LAND USE AGREEMENT

(CONTINUED)

## SIGNATURES :

In witness thereof, the undersigned parties confirm that they have read, understood and fully approved the agreement:

1. Name: \_\_\_\_\_

Designation: **IMPLEMENTING ORGANISATION**

Signature/Date \_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: **LOCAL AUTHORITY REPRESENTATIVE IF PUBLIC LAND / LANDOWNER IF PRIVATE**

Signature/Date \_\_\_\_\_

## WITNESSED BY:

3. Name: \_\_\_\_\_

Designation: **LOCAL COMMUNITY REPRESENTATIVE (Recommended)**

Signature/Date \_\_\_\_\_

4. Name: \_\_\_\_\_

Designation: **LOCAL COMMUNITY REPRESENTATIVE (Recommended)**

Signature/Date \_\_\_\_\_

# ANNEX E: BENEFICIARY TENANCY AGREEMENT TEMPLATE

## Beneficiary Tenancy Agreement

[Name of Project]

### Article 1. Parties to the Agreement

[NAME OF HEAD OF HOUSEHOLD] is the head of household for his/her family and has been living on the LAND, as defined in Article 2, since [DATE] with [NUMBER] of his/her family members in the same shelter, hereafter referred to as the 'FIRST PARTY.'

[NAME OF LOCAL COUNCIL OR PRIVATE OWNER/PoA] is [CONSIDERED THE OWNER/THE RESPECTIVE LOCAL AUTHORITY] with regard to the LAND, as defined in Article 2, and is currently represented by [NAME OF DESIGNATED REPRESENTATIVE], hereafter referred to as the 'SECOND PARTY.'

[NAME OF ORGANIZATION] is a nonprofit relief and humanitarian organization [BRIEF DESCRIPTION OF ORGANIZATION SUCH AS ACTIVITIES] and is currently represented by [NAME OF DESIGNATED REPRESENTATIVE], hereafter referred to as the 'WITNESS.'

### Article 2. Identification of Land

The location of the land subject to the agreement is in [NAME OF GOVERNORATE, DISTRICT, SUB-DISTRICT AND COMMUNITY], is known locally as [CAMP NAME IF APPLICABLE/ OR ADDRESS IF APPLICABLE], with the precise GPS coordinates of [GPS COORDINATES].

To the best of the Parties knowledge, the land is classified as [STATE/PRIVATE] land, in total, covers [XXX] square meters, hereafter referred to as the 'LAND.'

### Article 3. Acknowledgement of Status and Ownership of the Land

The LAND specified in Article 2 is owned and under the full authority of the SECOND PARTY. The land ownership has been independently verified by the WITNESS, to the best of its knowledge and ability, and it is unaware of any ongoing disputes or competing ownership claims with regard to the land.

### Article 4. Incorporation of Prior Agreement

This present agreement between the FIRST PARTY and SECOND PARTY, incorporates and references all terms of the previous land use agreement entered into by the SECOND PARTY and the WITNESS on [DATE]. Under the terms of that prior agreement, the FIRST PARTY agreed to implement specified [SECTOR AND INTERVENTION] for the benefit of current occupants of the LAND, including the FIRST PARTY. In turn, the SECOND PARTY agreed to allow the current occupants of the LAND, including the FIRST PARTY, to remain on the LAND and to benefit from the improvements made by the FIRST PARTY on a [RENTAL FREE/RENTAL FREEZE] basis for a minimum of 12 months.

### Article 5. Roles and Responsibilities of each Party to the Agreement

(A) Roles and Responsibilities of the FIRST PARTY: [PROGRAM TO FILL BASED ON INTERVENTION – EXAMPLES BELOW]

#### Shelter examples:

- (1) Maintain the shelter in good condition and to repair any damages as a result of the FIRST PARTY's negligence;
- (2) Undertake not to rent the house, sell its contents or materials or use it for purposes other than residential use;

# ANNEX E: BENEFICIARY TENANCY AGREEMENT TEMPLATE

(CONTINUED)

- (3) The FIRST PARTY shall respect their neighbors on the LAND by keeping their shelter and surroundings clean and shall not enter into disputes with neighbors.
- (4) If the FIRST PARTY chooses to voluntarily leave the LAND prior to the end of the AGREEMENT PERIOD, the FIRST PARTY must provide notice to the SECOND PARTY and the WITNESS, who will then attempt to find alternative occupants, with a particular focus on vulnerable individuals or families.

(B) Roles and Responsibilities of the SECOND PARTY: [PROGRAM TO FILL ACCORDING TO INTERVENTION – EXAMPLES INCLUDED BELOW]

### Shelter examples:

(1a) [IN SITUATIONS WHERE CURRENT OCCUPANTS ARE NOT CURRENTLY PAYING RENT OR WHERE THE LANDOWNER/LOCAL AUTHORITIES WILL AGREE TO RENT-FREE OCCUPANCY]

To provide the land for free to the FIRST PARTY, and not to levy any rental or other land-related fees during the AGREEMENT PERIOD, as defined in [Article 4](#);

(1b) [IN SITUATIONS WHERE CURRENT OCCUPANTS ARE CURRENTLY PAYING RENT]

To provide the land for the same current rental rate of [XX] to the FIRST PARTY, and not to increase any rental or other land-related fees during the AGREEMENT PERIOD, as defined in [Article 6](#);

- (2) To guarantee and protect the right of the FIRST PARTY to remain on the LAND and protect them from any threat of coercions, harassment or forced eviction during the AGREEMENT PERIOD, despite any possible changes to the camp management and/or local administration;
- (3) The SECOND PARTY shall enable the FIRST PARTY to benefit from and peacefully enjoy the shelter, will respect the privacy of the FIRST PARTY and shall not perform any act that would render the shelter uninhabitable.
- (4) The SECOND PARTY shall not lease, sell or otherwise dispose of the Shelter during the term of this agreement.

### All Sectors All Interventions

- (1) Enable the WITNESS to have continued access to the LAND for post-implementation monitoring and to ensure current implementation of both this present agreement as well as the previous agreement between the SECOND PARTY and the WITNESS, as referenced and incorporated in [Article 4](#).

### Article 6. Tenancy Agreement Period

The term of this tenancy agreement period, hereafter known as the AGREEMENT PERIOD, commences on [DATE OF SIGNING] and expires on [DATE], which will provide the FIRST PARTY with [rental-free/rental freeze at the amount of XX] accommodation for a total of [NUMBER] months.

# ANNEX E: BENEFICIARY TENANCY AGREEMENT TEMPLATE

(CONTINUED)

## Article 7. Dispute Resolution in the Event of Breach of Agreement

In the event of breach of the terms of the agreement or the emergence of disputes between the PARTIES in the interpretation or understanding of any of its items or any other reason, it shall be settled and resolved amicably by appointing a mediator trusted by and agreed upon by both PARTIES and the decision of the mediator shall be final and binding for both parties.

## Article 8. Force Majeure and Termination of Agreement

In the event that *force majeure* circumstances, including but not limited to fire, armed conflict or other security situations, compel the FIRST PARTY to leave the [SITE/LOCATION/SHELTER] or require the SECOND PARTY to demand that the FIRST PARTY to evacuate the [SITE/LOCATION/SHELTER] prior to the end of the AGREEMENT PERIOD, the SECOND PARTY will seek to identify an alternative [SITE/LOCATION/ACCOMODATION] for the FIRST PARTY.

## SIGNATURES :

In witness thereof, the undersigned parties confirm that they have read, understood and fully approved the agreement:

1. Name: \_\_\_\_\_

Designation: **LOCAL AUTHORITY REPRESENTATIVE IF PUBLIC LAND**

**LANDOWNER/PoA IF PRIVATE**

Signature/Date \_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: **BENEFICIARY**

Signature/Date \_\_\_\_\_

## WITNESSED BY:

3. Name: \_\_\_\_\_

Designation: **IMPLEMENTING ORGANIZATION (Recommended)**

Signature/Date \_\_\_\_\_

# ANNEX F: HANDOVER CERTIFICATE

## Handover Certificate

*[Name of Project]*

Name of Implementing Organization \_\_\_\_\_

Project Name/Code (if relevant): \_\_\_\_\_

Project Location (including Governorate, District, Sub-District, Community and, if relevant, Camp name)

Description of Project, including activities, assets and materials (hereafter, the 'Project')

The handover of the above-mentioned project activities, including all assets and materials, was organized and performed on [\_\_\_\_\_] and at [\_\_\_\_\_] in the presence of:

*Date*

*Location*

*Individuals/organizations present for handover, including community representatives:*

The terms and specifications for the project activities had previously been agreed under the Land Use Agreement signed on [\_\_\_\_\_] with [\_\_\_\_\_].

*Date signed*

*Party to Land Use Agreement with Implementing Org*

The project activities have been inspected, accepted, and declared to be substantially completed by: [\_\_\_\_\_], hereafter, the 'Recipient(s)'.

*Handover Recipient(s)*

# ANNEX F: HANDOVER CERTIFICATE

(CONTINUED)

By accepting the project handover, Recipient agrees to:

- The Recipient assumes full possession of the Project as of the date of signing.
- [IF CURRENT OCCUPANTS] Pursuant to the Land Use Agreement signed on [DD/MM/YYYY], the Recipient confirms that the Current Occupants, as that term is defined under that agreement, will be provided with and allowed to enjoy the benefits of the [Project name] project for a minimum of 12 months.
- [IF CURRENT OCCUPANTS] The Recipient agrees to guarantee and protect the rights of the Current Occupants to remain on the land and protect them from any threats of coercion, harassment or forced eviction during this period.
- For the duration of the tenancy period of 12 months from the date of signing, the Recipient shall not lease, sell or otherwise dispose of any assets, materials or other products of this Project.
- The Recipient releases the Implementing Organization from all claims, actions, suits and demands which it presently has or which might in the future arise out of or in connection with the Project.
- Any and all liability related to the Project is fully assumed by the Recipient as of the date of handover signature.
- The Recipient is responsible for the maintenance of the work and materials of the Project which have been handed over.
- The Implementing Organization reserves the right to visit the project during the three years following the signing of this document on a regular basis. These activities include the taking of pictures, post-implementation monitoring and surveying and granting access to visitors.

## SIGNATURES :

In witness thereof, the undersigned parties confirm that they have read, understood and fully approved the agreement:

1. Name: \_\_\_\_\_

Designation: **IMPLEMENTING ORGANIZATION**

Signature/Date \_\_\_\_\_

2. Name: \_\_\_\_\_

Designation: **LOCAL AUTHORITY REPRESENTATIVE IF PUBLIC LAND**

**LANDOWNER/PoA IF PRIVATE**

Signature/Date \_\_\_\_\_

## WITNESSED BY:

3. Name: \_\_\_\_\_

Designation: **LOCAL COMMUNITY REPRESENTATIVE (Recommended)**

Signature/Date \_\_\_\_\_

4. Name: \_\_\_\_\_

Designation: **LOCAL COMMUNITY REPRESENTATIVE (Recommended)**

Signature/Date \_\_\_\_\_

# ANNEX G: RECOMMENDED HLP- RELATED QUESTIONS FOR POST MONITORING

## SHELTER: REHABILITATION OF UNFINISHED BUILDINGS<sup>1</sup>

- Has construction been completed to your satisfaction?
- Is the shelter structurally safe?
- Are there any disputes over ownership of shelter?
- Do you feel confident that you can continue to stay in the shelter constructed?
- Has there been any attempt to evict you and your household, or do you feel there is such a threat?
- Has any payment been demanded from you, in breach of the shelter beneficiary agreement?
- Have there been any other breaches of the shelter beneficiary agreement?
  - If yes, was/is access to adequate mediation and dispute-resolution support available to you?

## SHELTER: NEW SHELTER CONSTRUCTION/ DIGNIFIED SHELTER INTERVENTIONS<sup>2</sup>

- Have any shelter-related land issues arisen between and/or amongst beneficiaries and host communities since the shelter program was ended?
- Is the suitability of the shelter plots still guaranteed (especially taking into account seasonal dynamics)?
- Are beneficiaries identified as most vulnerable still able to exercise property rights over their shelter plot?
- Have any other concerns regarding land right related issues emerged since the distribution?

1 HLP in Shelter Due Diligence- Turkey: <https://drive.google.com/file/d/1ySbk18F9z2yKoegoVzeKJSu-5Uxy9GXR/view>

2 Humanitarian Shelter and Land Rights in South Sudan: Due Diligence Guidelines for Shelter actors. [https://sheltercluster.s3.eu-central-1.amazonaws.com/public/docs/land\\_rights\\_and\\_shelter\\_in\\_south\\_sudan\\_finalised.pdf](https://sheltercluster.s3.eu-central-1.amazonaws.com/public/docs/land_rights_and_shelter_in_south_sudan_finalised.pdf).

## SHELTER: HOUSEHOLD RENTAL SUPPORT/ TENANCY AGREEMENT FOR FREE RENT OR FROZEN RENT<sup>3</sup>

- Has there been any attempt to evict you and your household, or do you feel there is the potential for such a threat?
- Have there been any disputes between you and the owner regarding the payment of rent?
  - If yes, was/is access to adequate mediation and dispute resolution support available to you?
- When this rental program (including rental freeze, agreement for no rental payment, or rental support from this organization) ends, how will you continue to pay for your rent?

## CCCM: SITE MANAGEMENT<sup>4</sup>

- Have you experienced any land disputes with others in the camp?
- Have you witnessed any land disputes?
- Have you been threatened with forced eviction?
- Have you been asked to pay rent in exchange for your continued stay in the site?
- Are any groups or individuals residing in the site perceived as having less HLP rights as compared to others? *(For example: Female headed households, Child headed households, Persons with disabilities headed households, Households belonging to a minority group or community in the site)*

3 HLP in Shelter Due Diligence- Turkey: <https://drive.google.com/file/d/1ySbk18F9z2yKoegoVzeKJSu-5Uxy9GXR/view>.

4 Supporting HLP-Sensitive CCM Interventions in Informal Sites in NW Syria: HP Due Diligence Guidance. [https://www.cccmcluster.org/sites/default/files/2020-02/HLP%20sensitive%20interventions%20in%20IDP%20Sites\\_CCCM\\_ENG%20Final.pdf](https://www.cccmcluster.org/sites/default/files/2020-02/HLP%20sensitive%20interventions%20in%20IDP%20Sites_CCCM_ENG%20Final.pdf).

# ANNEX H: ADDITIONAL SECTOR AND INTERVENTION SPECIFIC RESOURCES

## CCCM

NAME OF TOOL	TOPIC	LOCATION LINK
<b>CCCM HLP TOOLKIT</b>	Resources and tools for all phases of CCCM programming.	<a href="https://www.cccmcluster.org/hlp-toolkit">https://www.cccmcluster.org/hlp-toolkit</a>
<b>COMMUNITY REPRESENTATION AND PARTICIPATION</b>	Community engagement during implementation.	<a href="https://www.cccmcluster.org/community-representation-and-participation">https://www.cccmcluster.org/community-representation-and-participation</a>
<b>HLP: PARTICIPATORY SURVEYING FOR LAND TENURE SECURITY</b>	Participatory surveying for tenure security.	<a href="https://www.cccmcluster.org/resources/hlp-participatory-surveying-tenure-security">https://www.cccmcluster.org/resources/hlp-participatory-surveying-tenure-security</a>

## SHELTER

NAME OF TOOL	TOPIC	LOCATION LINK
<b>DIGNIFIED AND SAFER LIVING CONDITIONS FOR IDPS IN PROTRACTED CRISES: NORTH WEST SYRIA</b>	Coordination Management during implementation.	<a href="https://sheltercluster.org/north-west-syria-hub/documents/dignified-and-safer-living-conditions-idps-protracted-crises-north">https://sheltercluster.org/north-west-syria-hub/documents/dignified-and-safer-living-conditions-idps-protracted-crises-north</a>
<b>DIGNIFIED SHELTERS TECHNICAL GUIDANCE</b>	Coordination Management. Technical Support and Design. Cross-Cutting Issues.	<a href="https://sheltercluster.org/north-west-syria-hub/documents/dignified-shelters-technical-guidance">https://sheltercluster.org/north-west-syria-hub/documents/dignified-shelters-technical-guidance</a>
<b>GUIDANCE NOTE ON THE SHELTER AND NFI RESPONSE IN NWS</b>	Technical Support and Design.	<a href="https://sheltercluster.org/north-west-syria-hub/documents/guidance-note-shelter-and-nfi-response-nws">https://sheltercluster.org/north-west-syria-hub/documents/guidance-note-shelter-and-nfi-response-nws</a>
<b>ACTION PLAN FOR DIGNIFIED SHELTER &amp; LIVING CONDITIONS IN NW SYRIA</b>	Coordination Management. Cross-Cutting Issues.	<a href="https://sheltercluster.org/north-west-syria-hub/documents/action-plan-dignified-shelter-living-conditions-nw-syria">https://sheltercluster.org/north-west-syria-hub/documents/action-plan-dignified-shelter-living-conditions-nw-syria</a>
<b>SHELTER REPAIR AND REHABILITATION GUIDELINES 2018</b>	Toolkit and Technical Support.	<a href="https://sheltercluster.org/north-west-syria-hub/documents/shelter-repair-and-rehabilitation-guidelines-2018">https://sheltercluster.org/north-west-syria-hub/documents/shelter-repair-and-rehabilitation-guidelines-2018</a>

# ANNEX H: ADDITIONAL SECTOR AND INTERVENTION SPECIFIC RESOURCES

(CONTINUED)

## PROTECTION AND HOUSING, LAND, AND PROPERTY

NAME OF TOOL	TOPIC	LOCATION LINK
<b>GUIDELINES ON MITIGATING HARM AND SUFFERING DURING FORCED EVICTIONS IN NORTHWEST SYRIA</b>	Basic human rights related to forced evictions and support in developing lease agreements which include relevant provisions and safeguards.	<a href="https://www.humanitarianresponse.info/sites/www.humanitarianresponse.info/files/documents/files/guidelines_on_mitigating_harm_and_suffering_in_situaitons_of_forced_evictions_eng.pdf">https://www.humanitarianresponse.info/sites/www.humanitarianresponse.info/files/documents/files/guidelines_on_mitigating_harm_and_suffering_in_situaitons_of_forced_evictions_eng.pdf</a>
<b>EVICTIONS AND RELOCATIONS</b>	Designing adequate responses to Evictions.	<a href="https://www.globalprotectioncluster.org/AoR/HLP/Evictions-and-relocations">https://www.globalprotectioncluster.org/AoR/HLP/Evictions-and-relocations</a>
<b>GUIDELINES FOR DIGNIFIED DEPARTURE FOLLOWING AN EVICTION</b>	Rights of evicted persons within International Law and programmatic guidance on appropriate responses.	<a href="https://evictions.nrcsystems.net/pdf/evictionresources/Guidelines-for-Dignified-Departures-November-2020-1.pdf">https://evictions.nrcsystems.net/pdf/evictionresources/Guidelines-for-Dignified-Departures-November-2020-1.pdf</a>
<b>HLP AND SECURITY OF TENURE: KEY DOCUMENTS</b>	Documents to gain an initial understanding of HLP and security of tenure.	<a href="https://www.globalprotectioncluster.org/sites/default/files/2023-04/key-hlp-and-security-of-tenure-documents.pdf">https://www.globalprotectioncluster.org/sites/default/files/2023-04/key-hlp-and-security-of-tenure-documents.pdf</a>
<b>HOUSING, LAND AND PROPERTY: TRAINING GUIDANCE</b>	Training toolkit for humanitarian practitioners on how to include HP issues in their programming.	<a href="https://www.globalprotectioncluster.org/sites/default/files/2023-04/Trainers-Manual-HLP-Training.pdf">https://www.globalprotectioncluster.org/sites/default/files/2023-04/Trainers-Manual-HLP-Training.pdf</a>
<b>HLP AND DISPLACEMENT: AN INTERACTIVE LEARNING EXPERIENCE</b>	Interactive video course on addressing tenure verification and more as CCCM and Shelter.	<a href="https://www.globalprotectioncluster.org/AoR/HLP/Tools-and-training">https://www.globalprotectioncluster.org/AoR/HLP/Tools-and-training</a>

**NORTH-WEST SYRIA RESPONSE  
HOUSING, LAND AND PROPERTY  
TECHNICAL WORKING GROUP**

**DUE DILIGENCE GUIDANCE**

**NOVEMBER 2023**