



## Project name

TAPCI-2018 – ERMS

## Project purpose and justification

The purpose of this project is to evaluate environmental impacts, characterize, assess and recommend the most optimum mitigation and management option, both technically and commercially.

### **Post-Crisis Environmental Recovery Plan**

Recovery: In the aftermath of a crisis, implement environmental recovery programmes through field-based project offices to support long-term stability and sustainable development in conflict and disaster-affected communities.

The goal is to provide the required investigation to properly ascertain what risks exist and how to properly manage or mitigate them without engaging in unnecessary and expensive environmental work.

The objective during the process is, to approach and resolve current problems, to establish criteria that allow to later, cases by case, to focus on essential environmental matters relevant to the characteristics of specific sites and particular conditions of a project.

### **Environmental & Risk Management Plan**

In essence, the ISO 14000 family provides a framework for organizations large and small, in manufacturing and services, in public and private sectors, in industrialized, developing and transition economies, to:

- Minimize harmful effects on the environment caused by their activities
- Meet regulatory requirements
- Achieve continual improvement of their environmental performance
- Improve business performance through more efficient use of resources.

## Measurable project objectives and related success criteria

- 1 Keep environmental assessment in perspective. Recognise it as a tool to enhance the decision-making process, "not the decision-making process itself" (FEARO 1992: 4).
- 2 Keep the assessment simple and concentrate on pertinent factors and data. It should be "rigorous but not necessarily laborious" (FEARO 1992: 4). The type of assessment needed by community projects should be relatively quick and uncomplicated.
- 3 Focus time and effort on the most relevant matters. The assessment of a latrine and sanitation project to be built near a river does not require an inventory of local flora and fauna. The priority would be to understand the impact of the project on the stream as well as on social and economic life.

- 4 The process should be neither protracted nor hasty. It is better to take the time needed to do a proper job than to pay later for carelessness. Stay flexible throughout the assessment in order to meet any new challenges, which may arise.

#### High level requirements

#	Requirement requester	Summary	Requirement description
1	Najib Salah	Project Chart Approval	Submit a signed copy of the Project Chart Ver 3.0 attached with PM Decree.
2	Dr. A. Fares	Signature of the proposed CAEP Libya - MOU (March 2018)	MARCH 14TH, 2018 <b>10:45</b> MOU Signature - Scientific Board Assertion

#### Constraint

- 1 Implementation of Tawergha - Misrata Agreement of 31/8/2016

#### High-level project description or product description, and boundaries

Environmental Management is becoming a part of societal life and a dominant issue for every sector of economies in the developed world. However, due to the weakness in the overall practices of Libyan Legislation in the form of guidelines and detailed regulations, procedures and reporting schemes undertaken in the international levels.

"The rules and regulations specified by developed countries concerning environmental protection are becoming highly challenging. These have posed tremendous difficulties for both the government of Libya, as well as the society to meet the national and international legislative requirements."

Since Oct 2011, new Libya has emerged from an eight months civil war and it is still going through a transitional process according to the requirements and expectations of the nations and the world, therefore, in this process of transformation, even now become one of the competitive nations This is an enormous interdisciplinary work, which requires a lot of effort.

The present work aims to introduce an internationally accepted environmental risk management system according to the ISO 14001 standard to enable remove the prevalent deficiencies as far as environmental impact management is concerned in the industry.

This work uses Tawergha Internal Displacements as a model community for case study analyses, which would provide an excellent opportunity for the implementation of ERMS reviewing in accordance with ISO 14001 in Libya. The detailed analysis is based on the cumulative assessment of the current environmental management manual, interviews with some personnel and telephone communications with some state employees.

The analysis reveals the strengths and weaknesses in the concerning EMS planning, implementation, checking and review. Using the up-to-date adopted international standards as a benchmark, the work shall result in the formulation of procedures to be followed by the other communities in compliance with the international standards.

## Summary milestone schedule (preliminary)

#	Date	Summary
1	3/14/2018 12:00:00 AM	UOT SCIENTIFIC BOARD WORKSHOP
	<b>Description</b>	
	Plan to conduct detailed environmental assessments based on in-depth fieldwork, laboratory analysis and state-of-the-art technology to identify major environmental risks to health, livelihoods and security and provide recommendations to national authorities on how to address them.	

## Project approval requirements

### Project success approval

#### *Project success criteria*

#### Legislatives

Socioeconomic, Ecologic & Physical Environments  
Post Conflict In-depth Assessment Review  
Patterns of Anticipated Impacts and their Assessment  
Environmental management and mitigation measures

#### *Project success approval authority*

World Health Organization (WHO), United Nations Economic and Social Council (ECOSOC), UNSMIL.

## Project charter authorization

#	Name
1	Tawergha City Rebuilding Foundation <b>Authority</b> Donor (Client)
2	University of Tripoli <b>Authority</b> Consultant (QA/QC)
3	CAEP Libya <b>Authority</b> NGO (Contractor)
4	Green Libya Inc. - ER Division <b>Authority</b> Commercial (Subcontractor)

## Project manager

### Responsibility

1. Activity and resource planning
2. Organizing and motivating a project team
3. Controlling time management
4. Cost estimating and developing the budget
5. Ensuring customer satisfaction
6. Analysing and managing project risk
7. Monitoring progress
8. Managing reports and necessary documentation



# Conservatives Association for Environment Protection

## Project Charter

Document Control Department

Doc. Ref. \_\_\_\_\_

**Project Code:** TAPCI-2018 – ERMS

**Project Name:** TAWERGHA AREA POST CONFLICT IMPACT

January 2018

Horizon 2020 one-page Proposal		
<b>Type of activity envisaged in H2020</b>	Collaborative Research	Yes
	Further development of an existing prototype	No
	Commercialisation activities	No
<b>H2020 Work Programme:</b>	OPEN ACCESS TO RESEARCH DATA AND RESEARCH DATA MANAGEMENT	
<b>Proposal Title and Acronym:</b>	TAWERGHA AREA POST CONFLICT IMPACT	
<b>Proposer Name and Contact Details</b>	Sabri Ebdewi Board Member – ITC Director Tawergha City Rebuilding Foundation Email: <a href="mailto:s.ebdewi@tawergha.ly">s.ebdewi@tawergha.ly</a> M. +218 (0)91-353 1025	
<b>Main Aim of the project is to: Research?</b> The purpose of this project is to evaluate environmental impacts, characterize, assess and recommend the most optimum mitigation and management option, both technically and commercially.		
<b>What is new about the approach?</b> In terms of research activities, define what the new and/or innovative approach is- above state of the art.		<b>Define the Business opportunity for Exploitation:</b> The objective during the process is, to approach and resolve current problems, to establish criteria that allow to later, cases by case.
<b>Why now?</b> On 26 December, the Council announced that displaced persons from Tawergha' would be able to begin to return to their city starting 1 February 2018.		<b>The objectives of the project are:</b> <ol style="list-style-type: none"> <li>1. To enable the community to become competitive in the global market;</li> <li>2. Achieve a sustainable use of natural resources.</li> <li>3. To define a sequential approach towards the implementation of an EMS as a benchmark for the existing, new and potential life standard in Tawergha.</li> <li>4. Improvement of environmental management in the productive sector.</li> </ol>
<b>Duration of Project:</b>	4 ~ 6 months	
<b>Cost of Project:</b>	\$ 842,900. <sup>00</sup>	
<b>Expected Outputs:</b>		<b>Who are the end-users?</b>
Post-crisis environmental assessments report		Tawergha Municipality and State Agencies
Post-crisis environmental recovery plan		Tawergha Municipality and State Agencies
Environmental cooperation for peacebuilding		Tawergha Municipality and State Agencies
Disaster risk reduction		Local Community
<b>Detail the expected European Impacts of the project:</b> Environmental, societal and commercial benefits considering EU regulatory requirements and EU directives.		
<b>Partner Name:</b>	<b>Organisation:</b>	<b>Business and/or project interest:</b>
Dr Adel Altawel	CAEP Libya NGO	Environment Watchdog
Dr Almehrouk Eares	University of Tripoli	Academic Supervision

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## Document Details

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<b>Classification:</b>	Confidential
<b>Project Team</b>	University of Tripoli (UT), Conservatives Association for Environment Protection (CAEP Libya NGO), Green Libya Oil Services Inc.,
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<b>DISCLAIMER</b>	The project team does not accept any liability for any direct or indirect damage resulting from the use of this charter or its content. This charter contains the results of research by the authors and is not to be perceived as the opinion of Tawergha City Rebuilding Foundation.

## Document History

Version	Date	Editor	Details
1.01	31 March 2013	Sabri Ebdewi	Created.
1.02	16 August 2014	Sabri Ebdewi	Logo change.
1.03	22 January 2018	Sabri Ebdewi	Scope Change, update dates

## Documentation Sign-Off & Reviewers

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Sign-Off Authorization		
Name	Contact Info	Signature
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UOTSB	Dr. M.	
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Green Libya Inc.	Eng. S Ebdewi M.	



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## 1. Glossary of Terms

### **AAI**

- All Appropriate Inquiry, a standard set forth by EPA for conducting Phase I Environmental Site Assessments.

### **ASTM**

- American Society for Testing and Materials, an organization that writes technical standards and guidelines.

### **Brownfield Site**

- Abandoned, idled, or underused property where redevelopment or reuse is complicated by real or perceived environmental contamination.

### **CAEP**

- Conservatives Association for Environment Protection

### **EGA**

- Libyan Environment General Authority

### **EPA**

- The United States Environmental Protection Agency

### **ESA**

- Environmental Site Assessment

### **LMAC**

- Libyan Mine Action Center

### **Phase I**

- Identifies potential environmental concerns. A Phase I Environmental Assessment involves a review of records, a site reconnaissance (walk-through), and interviews to evaluate whether past or current activities at the site raise environmental concerns. Further described in EPA's AAI and in ASTM1527-05 standard.

### **Phase II**

- Evaluates potential concerns identified in the Phase I ESA. Phase II ESAs are tailored to meet site-specific needs and, at a minimum, may involve limited sampling and analysis to confirm or rule out potential environmental concerns.

### **QAPP**

- Quality Assurance Project Plan, a formal document describing in comprehensive detail the necessary quality assurance, quality control, and other technical activities that must be implemented to ensure results of sampling and laboratory work will satisfy stated performance criteria.

### **RFP**

- Request for Proposal

### **TAB**

- Technical Assistance to Brownfields

### **TRF**

- Tawergha City Rebuilding Foundation

### **UT**

- University of Tripoli

## 2. Context

The goal is to provide the required investigation to properly ascertain what risks exist and how to properly manage or mitigate them without engaging in unnecessary and expensive environmental work.

The objective during the process is, to approach and resolve current problems, to establish criteria that allow to later, cases by case, to focus on essential environmental matters relevant to the characteristics of specific sites and particular conditions of a project.

In addition to their tragic human toll, disasters and conflicts can destroy infrastructure, undermine human security and tear apart the fabric of sustainable development. Their impacts are disproportionately borne by the most vulnerable sectors of society, affecting livelihoods and compounding poverty.

As a victim or a driver of the crisis, the environment can play a pivotal role in human security and well-being. Degraded or poorly managed ecosystems can lead to conflict over dwindling water, food or fuel resources, or to increased exposure and vulnerability to natural hazards, such as landslides or flash floods. Conversely, sustainable management of natural resources can help reduce the risk of disasters and conflict and provide a strong platform for recovery, development and lasting peace.

Through its Disasters and Conflicts sub-programme, UNEP provides four core services to the Member States:

- Post-crisis environmental assessments
- Post-crisis environmental recovery
- Environmental cooperation for peacebuilding
- Disaster risk reduction

As the focal point for the environment within the UN crisis response system, UNEP also works to integrate environmental considerations within humanitarian and peacekeeping operations. Coordinated by UNEP's Post-Conflict and Disaster Management Branch, the Disasters and Conflicts sub-programme is delivered through several key actors and partners, including the Joint UNEP/OCHA Environment Unit, the Environment and Security (ENVSEC) Initiative, and the APELL (Awareness and Preparedness from Emergencies on a Local Level) Programme.

In December 2017, there were a series of protests by the Tawergha' against the dire conditions in camps, and against the slow implementation of an agreement between the Misrata and the Tawergha' on the return of internally displaced persons and reparations that had been endorsed by the Presidency Council in June. On 26 December, the Council announced that displaced persons from Tawergha' would be able to begin to return to their city starting 1 February 2018. The Council also instructed relevant national security and service institutions to lay the ground for returns and the Central Bank to dedicate funds for the first batch of reparations for victims. Decree 1423 of 2017, issued by the Council on 26 December, established a committee tasked with the implementation of the agreement reached by the Misrata/Tawergha' dialogue committee in August 2016 on returns and reparations.

On 1 February 2018, families from the Tawergha' community were prevented by extremist elements from returning to their town as had been planned.

### 3. Scope

#### **Post-crisis Environmental Assessment**

Conduct field-based scientific assessments to identify the environmental risks to human health, livelihoods and security following conflicts, disasters and industrial accidents. To inform local populations, decision-makers and recovery efforts programs.

To conduct detailed post-crisis environmental assessments based on in-depth fieldwork, laboratory analysis and state-of-the-art technology. These assessments identify major environmental risks to health, livelihoods and security and provide recommendations to national authorities on how to address them.

**Environmental Site Assessment** – conducted in general conformance with ASTM 1527-05 and may include multiple additional business environmental risk items, often referred to as "environmental due diligence," is utilized by a stakeholder to evaluate a property for potential environmental contamination and to assess the potential liability for contamination present at the property.

A **Project Risk Management Plan** is a controlling document that incorporates the goals, strategies, and methods for performing risk management on a project. The Project Risk Management Plan describes all aspects of risk identification, estimation, evaluation, and control processes. The purpose of developing such a plan is to determine the approach for cost-effectively performing risk management on the project.

ISO 14045:2012 describes the principles, requirements and guidelines for eco-efficiency assessment for product systems including:

- the goal and scope definition of the eco-efficiency assessment;
- the environmental assessment;
- the product-system-value assessment;
- the quantification of eco-efficiency;
- interpretation (including quality assurance);
- reporting;
- A critical review of the eco-efficiency assessment.

Requirements, recommendations and guidelines for specific choices of categories of environmental impact and values are not included. The intended application of the eco-efficiency assessment is considered during the goal and scope definition phase, but the actual use of the results is outside the scope of ISO 14045:2012.

## 4. Purpose

The purpose of this project is to evaluate environmental impacts, characterize, assess and recommend the most optimum mitigation and management option, both technically and commercially.

- Identification of relevant contents for environmental assessment that were traditionally omitted or deficiently approached.
- Definition of the minimal contents and the way to be presented for their incorporation to an electronic platform, which allows homologating and managing information.
- Perfecting contents that are also a contribution to the evaluation of other projects such as; (i) those associated with demining and (ii) renewable energy management.
- Strengthening of the environmental framework through the simultaneous participation of State Agencies with an environmental competence in the elaboration of the Guide.
- Improvement of environmental management in the productive sector as the companies involved in the Guide lacked previous bodily work experience with environmental purposes.
- Avoid or diminish the discretion in the assessment of projects.

### **Post-Crisis Environmental Recovery**

Recovery: In the aftermath of a crisis, implement environmental recovery programmes through field-based project offices to support long-term stability and sustainable development in conflict and disaster-affected countries.

### **Environmental Management**

One of the concrete results following on from the United Nations Conference on Environment and Development, in Rio de Janeiro, in 1992, was the development by ISO of the ISO 14000 family of standards for environmental management which translates into action ISO's commitment to support the objective of sustainable development discussed at the first Earth Summit.

In essence, the ISO 14000 family provides a framework for organizations large and small, in manufacturing and services, in public and private sectors, in industrialized, developing and transition economies, to:

- Minimize harmful effects on the environment caused by their activities
- Meet regulatory requirements
- Achieve continual improvement of their environmental performance
- Improve business performance through more efficient use of resources.

## 5. Objectives

The objectives:

- To enable the community to become competitive in the global market, since the ISO 14001 EMS is an internationally accepted Environmental Management Standard, this becomes de-facto in the global market place;
- Assist to achieve sustainable use of natural resources by protecting all areas concerned with exploration and the community in which they operate whilst enhancing quality and improved financial performance.
- To define a sequential approach towards the implementation of an EMS as a benchmark for the existing, new and potential life standard in Libya.
- Identification of relevant contents for environmental assessment that were traditionally omitted or deficiently approached.
- Definition of the minimal contents and the way to be presented for their incorporation to an electronic platform, which allows homologating and managing information.
- Perfecting contents that are also a contribution to the evaluation of other projects such as; (i) those associated with demining and (ii) renewable energy management.
- Strengthening of the environmental framework through the simultaneous participation of State Agencies with an environmental competence in the elaboration of the Guide.
- Improvement of environmental management in the productive sector as the community involved in the Guide lacked previous bodily work experience with environmental purposes.
- Avoid or diminish the discretion in the assessment of projects.

## 6. Description

Environmental Management is becoming a part of societal life and a dominant issue for every sector of economies in the developed world. However, due to the weakness in the overall practices of Libyan Legislation in the form of guidelines and detailed regulations, procedures and reporting schemes undertaken in the international levels.

"The rules and regulations specified by developed countries concerning environmental protection are becoming highly challenging. These have posed tremendous difficulties for both the government of Libya, as well as the society to meet the national and international legislative requirements."

Since Oct 2011, new Libya has emerged from an eight months civil war and it is still going through a transitional process according to the requirements and expectations of the nations and the world, therefore, in this process of transformation, even now become one of the competitive nations This is an enormous interdisciplinary work, which requires a lot of effort.

The present work aims to introduce an internationally accepted environmental risk management system according to the ISO 14001 standard to enable remove the prevalent deficiencies as far as environmental impact management is concerned in the industry.

This work uses Tawergha Internal Displacements as a model community for case study analyses, which would provide an excellent opportunity for the implementation of ERMS reviewing in accordance with ISO 14001 in Libya. The detailed analysis is based on the cumulative assessment of the current environmental management manual, interviews with some personnel and telephone communications with some state employees.

The analysis reveals the strengths and weaknesses in the concerning EMS planning, implementation, checking and review. Using the up-to-date adopted international standards as a benchmark, the work shall result in the formulation of procedures to be followed by the other communities in compliance with the international standards.

### 6.1 Project Definition

Issues may arise in the course of any EA which complicates the process. There can be numerous sources conflict and dissension -- economic, political, social, ethnic, gender-based and simply personal. The issue of the control and use of natural resources is one which regularly arouses debate in a community, and one which is highly pertinent to EAs. There may be disputes over the potential environmental impact of the project. Some community members may be willing to accept environmental damage if it means increased economic standards. The rest of the community may disagree. A project which involves a major shift in direction for a community -- such as replacing food crops with cash crops or introducing some form of mechanization -- may not receive the full support of the community.

The community may unite around a position which is contrary to that taken by the EA team and project managers. Again, it may be willing to tolerate a higher level of environmental damage than the EA team feels is warranted, in order to attain economic benefits. It may even become clear during the EA that there is no support for the project. The community may have other priorities. The EA team may discover that a project's long-term sustainability hinges on changing a traditional practice that the community is reluctant to relinquish.

## 6.2 Project Deliverables

- **Work Plan for Final Negotiated Scope of Services (Before kick-off)**

This document will be a revision of the original proposal, as negotiated with city representatives. It will also include a Quality Assurance Project Plan and required health and safety documents.

- **Monthly Progress Reports and Invoice Submittals (Monthly after kick-off)**

Progress reports should contain short summaries of progress for all phases of work, data, and findings. Also, information that relates to decisions for subsequent assessment work or redevelopment will be reported in a timely manner.

- **Work Plans for Additional Investigations (if needed)** Applicable only as negotiated.

- **Phase I Environmental Site Assessment Report (After 45 days of kick-off)**

A Phase I Environmental Site Assessment (ESA) is a document prepared to identify recognized environmental conditions (RECs) relating to a particular property.

They are most often prepared in accordance with ASTM D-1527, which is an internationally recognized standard for conducting ESAs. This written report includes:

- A description and summary of the current site use and physical conditions
- Site reconnaissance observations and review of municipal records
- Environmental database report
- Historical land-use records and mapping
- And aerial photographs

The Environmental Site Assessment deliverable is a written report with supporting documents describing our observations and findings, and opinion relative to the existence of RECs associated with the site.

- **Phase II Environmental Site Assessment Report (After 15 days of Phase I Report handover)**

This report will summarize assessment procedures and results, including the definition of the lateral and vertical extent of the contamination. It will also include a brief summary of quality assurance/quality control performance, and an appendix containing boring logs, field data, laboratory analytical data, chain-of-custody records, photograph logs, documentation of proper management of investigation-derived wastes, and abandonment records for boring and monitoring wells, if applicable.



- **Phase III Recommendations** (After 30 days of Phase II Report handover)  
Recommendations for remedial alternatives with rough cost estimates.
- **Phase IV Risk Management Plan** (After 30 days of Phase III Report handover)  
Remediation System Design and Cleanup Execution – incorporates all the findings of the first three phases of investigations to design a cost-effective cleanup of the property.
- **Community Outreach Report** (After 30 days of Phase III Report handover)  
This report will summarize the information presented and feedback received relevant to redevelopment objectives and scope of the assessment work.

Milestone	M1	M2	M3	M4
	Phase 1	Phase 2	Phase 3	Phase 4
<b>Phase I - Environmental Site Assessment<sup>1</sup></b> All Appropriate Inquiries requirements must be rigorously followed and completed to qualify for landowner liability protection. <ul style="list-style-type: none"> <li>• Reviews of historical and commonly known or reasonably attainable information,</li> <li>• Review of government records;</li> <li>• Visual inspections of the property and adjacent properties;</li> <li>• Evaluation of commonly known or reasonably attainable information, including the degree of obviousness of the presence of contamination and the ability to detect the presence of such contamination;</li> <li>• Data gaps, and the significance of those data gaps in the Environmental Professional's opinion;</li> <li>• Evaluation of other projects such as; (i) those associated with the regulation of mining safety and (ii) the projects of perforation of wells in projects of geothermic energy.)</li> </ul>	3	2	1	
<b>Phase II - Environmental Site Assessment</b> ASTM E1903 - 11 Standard Practices for Environmental Site Assessments: Phase II Environmental Site Assessment Process. Soil, Groundwater and Surface Water Contamination Assessment – investigates the specific recognized environmental conditions identified in the Phase I ESA and generates hard data.		3	2	
<b>Phase III - Environmental Site Assessment</b> Remedial Investigation and/or Opinion of Remediation Cost Estimates – builds on the documentation created in Phase II and seeks to determine the extent and severity of an identified contamination problem.		1	3	1
<b>Phase IV</b> Remediation System Design and Clean-up Execution – incorporates all the findings of the first three phases of investigations to design a cost-effective clean-up of the property			1	3

<sup>1</sup> Phase I Environmental Site Assessment – conducted in general conformance with ASTM 1527-05 and may include multiple additional business environmental risk items, often referred to as "environmental due diligence," is utilized by purchasers and lenders to evaluate a property for potential environmental contamination and to assess the potential liability for contamination present at the property. Quality is the key in Phase I environmental assessments

### 6.3 Project Organization

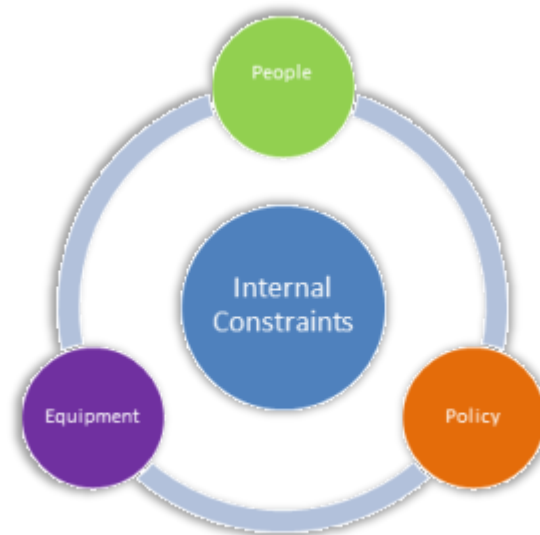
Organization			
Accreditor		SCA	
Environment General Authority			
Libyan Mine Action Center			
Expert Stakeholders		EXS	
Environment General Authority			
E11 (SPECIAL STATE AGENCIES)			
E12 (RESEARCH CENTERS)			
E13 (GENERAL WATER BOARD)			
E14 (COMMUNITY & CIVIL SOCIETY)			
E15 (NATIONAL CIVIL SAFETY BOARD)			
Auditor		SCA	
Environment General Authority			
A11 (Antiquity General Authority)			
A12(Libyan Mine Action Center)			
Consultant		ACD	
Environment General Authority			
UNHCR & UNDP & UNEP			
Libyan National Centre for Standardization and Metrology (LNCSM)			
University of Tripoli			

## 6.4 Project Team Structure, Roles, Responsibilities

Name & Company	START ON	TYPE	UNTIL
Project Manager		FT	
PM (CAEP)	1/3/2018		30/6/2018
Expert		FT	
L1 (CAEP)	1/4/2018		30/6/2018
L2 (CAEP)	1/5/2018	CT	30/6/2018
E2 (UNEP)	1/3/2018	CT	30/5/2018
Analyst		FT	
A1 (UNEP)	1/5/2018		30/6/2018
L3 (CAEP)	1/4/2018	CR	30/6/2018
A2 (CAEP)	1/6/2018	PT	30/6/2018
Consultant		FT	
(CAEP)	1/6/2018		30/6/2018
C1 (UNDP)	1/3/2018	PT	30/6/2018
C2 (UNEP)	1/4/2018	CR	30/6/2018

## 6.5 Organizational Constraints

1. Time
2. Assets
3. Liquid Assets
4. Resources
5. Quality
6. Knowledge
7. Regulatory Compliance
8. Interests of Stakeholders
9. Organizational Culture
10. Risk Tolerance



## 6.6 Project Plan & Budget

### **Project phases and price of services**

#### **Phase 1**

- a. Assessments and Desktop Studies  
Estimated Phase 1.a duration: 21 days (168 hours)  
Commencement date: Apr – May 2018
- b. General Survey  
Estimated Phase 1.b duration: 21 days (210 hours)  
Commencement date: May – Jun 2018
- c. Delivery of ESA Report "Project Scope"  
Estimated Phase 1.c duration: 14 days (140 hours)  
Commencement date: Jun 2018

#### **Phase II - Environmental Site Assessment**

Soil, Groundwater and Surface Water Contamination Assessment – investigates the specific recognized environmental conditions identified in the Phase I ESA and generates hard data.

Estimated Phase 1.a duration: 21 days (168 hours)  
Commencement date: Jun 2018

#### **Phase III - Environmental Site Assessment**

Remedial Investigation and/or Opinion of Remediation Cost Estimates – builds on the documentation created in Phase II and seeks to determine the extent and severity of an identified contamination problem.

Estimated Phase 1.a duration: 21 days (168 hours)  
Commencement date: Jul 2018

#### **Phase IV**

Remediation System Design and Clean-up Execution SOPs – incorporates all the findings of the first three phases of investigations to design a cost-effective clean-up of the property.

Estimated Phase 1.a duration: 21 days (168 hours)  
Commencement date: Aug 2018

**The supervision fee<sup>2</sup> for the Assessment      LYD    271,900.<sup>000</sup>**

**Note:** Price does not include: mobilisation/demobilisation to project area, transport, subsistence and accommodation.

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<sup>2</sup> See Annex C

## 7. Critical Success Factors

When Conducting an Effective Environmental Assessment: Remember the Key Points to:

- Keep environmental assessment in perspective. Recognise it as a tool to enhance the decision-making process, "not the decision-making process itself".
- Keep the assessment simple and concentrate on pertinent factors and data. It should be "rigorous but not necessarily laborious". The type of assessment needed by community projects should be relatively quick and uncomplicated.
- Focus time and effort on the most relevant matters. The assessment of a latrine and sanitation project to be built near a river does not require an inventory of local flora and fauna. The priority would be to understand the impact of the project on the stream as well as on social and economic life.
- The process should be neither protracted nor hasty. It is better to take the time needed to do a proper job than to pay later for carelessness. Stay flexible throughout the assessment in order to meet any new challenges which may arise.
- Tailor each assessment to the particular needs of the project. Each project has a unique set of environmental, economic and social characteristics. The values and priorities of the target population and the extent of their participation and support will also vary from project to project.
- Be inventive. There is no standard format available for interpreting the information gathered during an environmental assessment.
- Be prepared for inexact and suggestive data which call for speculation and extrapolation. "Typically, data will be imperfect, and assumptions open to challenge. Quantification may be difficult (and in some circumstances, impossible).
- Nevertheless, the lack of perfect information and insight should not stand in the way of conducting an environmental assessment with the best available knowledge and data. Indeed, exposing the limits and inadequacies of knowledge, data and interpretation, can help stimulate improvements in the understanding of environmental issues and accelerate the provision of reliable information to support informed decision making".
- Avoid secrecy. Open communication among all stakeholders throughout the assessment process not only produces better results but also increases the project's credibility and builds trust and acceptance on the part of the wider community.
- Seek external help and advice in situations which require more expertise than is available in the project management and environmental assessment teams.

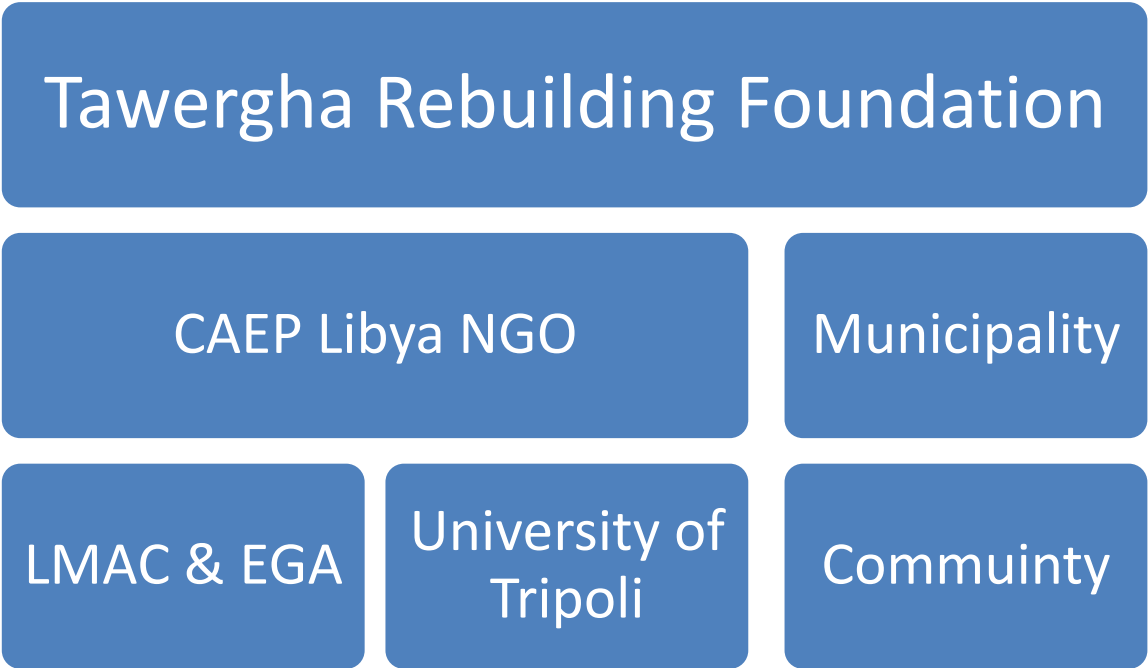
POST CONFLICT ACTIVITIES THAT IMPACT THE ENVIRONMENT

See ANNEX D

7.1 Project Ownership

Tawergha City Rebuilding Foundation (TCRF)

7.2 Project Organizational Infrastructure



7.3 Project Roles & Responsibilities

Name & Company	Role	Report to	Responsibility
Project Manager	Supervisor	TRD	Maintain Project Consistency
Expert	Advisor	PM	
Analyst	Forecaster	PM	
Consultant	Counsellor	PM	

## 8. Impacts

### **Climate change**

The ISO 14064:2006 series and the ISO 14065:2007 standard provide an internationally agreed framework for measuring greenhouse gas (GHG) emissions and verifying claims made about them so that “a ton of carbon is always a ton of carbon”. They support programs to reduce GHG emissions as well as emissions trading programs.

Beyond their welcome by the United Nations Framework Convention on Climate Change, they are now being implemented on a day-to-day basis by users as varied as a New Zealand printer, a Norwegian shipping company, an Indian construction company and the Spanish organization that is one of the world's largest transport infrastructure providers. ISO and the environment

### **Economy**

ISO standards provide solutions and achieve benefits for almost all sectors of activity, including agriculture, construction, mechanical engineering, manufacturing, distribution, transport, healthcare, information and communication technologies, food, water, the environment, energy, quality management, conformity assessment and services.

### **Efficiency, effectiveness, innovation**

These standards contribute to sustainable economic development by increasing efficiency, effectiveness and, therefore, conserving resources. They keep the wheels of industry turning by providing specifications, dimensions, requirements and testing and maintenance regimes for engineering, construction, production and distribution.

They ensure compatibility and interoperability of the information and communications technologies that have become the backbone of almost every sector.

They speed up the time to market and diffusion of products and services derived from innovation, such as nanotechnologies and vehicles powered by electrical batteries or hydrogen. They facilitate trade, providing a basis for agreement between business partners and the technical support for regulation.

### **Economic benefits**

Several studies have found that the economic benefits of standardization represent about 1% of gross domestic product. This shows that standards make an annual contribution of GBP 2.5 billion to the economy, and attribute 13% of the growth in labour productivity. Standards and related conformity assessment (checking that products and services measure up to standards) have an impact on 80 % of the world's trade in commodities.

### **Management standards**

ISO 14001, referred to above, is a management system standard like the pioneer in this field, ISO 9001 for quality management. These are among ISO's



best-known standards and are thoroughly integrated into the global economy. At the end of 2010, there were more than a million users of ISO 9001 alone in 178 countries. Beyond their immediate objectives of helping organizations large and small to improve, respectively, environmental and quality management performance, they are widely used to establish confidence between business partners, as a condition to participate in global supply chains and qualify to tender for procurement contracts.

The management system approach pioneered by ISO 9001 and further developed by ISO 14001 has since been followed by other standards for the needs of specific sectors, or to address specific issues.

They include:

- Information security (ISO/IEC 27001)
- Food safety (ISO 22000)
- Supply chain security (ISO 28000)
- Energy management (ISO 50001)
- Road traffic safety management (ISO 39001 – under development).
- Although the ISO 31000 standard for risk management is not a management system standard, it shares with this category the attribute of being generic, providing benefits for any organization in the public or private sector. These benefits may be economic, environmental or societal, making it an important tool for sustainability.

### **Society**

ISO standards help governments; civil society and the business world translate societal aspirations, such as for social responsibility, health, and safe food and water, into concrete realizations. In so doing, they support the United Nations' Millennium Development Goals.

### **Social responsibility**

1 November 2010 saw the publication of ISO 26000 which gives organizations guidance on social responsibility, with the objective of sustainability. The standard was eagerly awaited, as shown by the fact that a mere four months after its publication, a Google search resulted in nearly five million references to the standard.

This indicates there is a global expectation for organizations in both public and private sectors to be responsible for their actions, to be transparent, and behave in an ethical manner. ISO 26000, developed with the engagement of experts from 99 countries, the majority from developing economies, and more than 40 international organizations, will help move from good intentions about social responsibility to effective action.

### **Health**

ISO offers more than 1,400 standards for facilitating and improving health-care. These are developed within 19 ISO technical committees addressing specific aspects of healthcare that bring together health practitioners and experts from government, industry and other stakeholder categories. Some of the topics

addressed include health informatics, laboratory equipment and testing, medical devices and their evaluation, dentistry, sterilization of healthcare products, implants for surgery, biological evaluation, mechanical contraceptives, prosthetics and orthotics, quality management and protecting patient data.

They provide benefits for researchers, manufacturers, regulators, health-care professionals, and, most important of all, for patients. The World Health Organization is a major stakeholder in this work, holding liaison status with 61 of ISO's health-related technical committees (TCs) or subcommittees (SCs).

### **Food**

There are some 1 000 ISO food-related standards benefitting producers and manufacturers, regulators and testing laboratories, packaging and transport companies, merchants and retailers, and the end consumer. In recent years, there has been a strong emphasis on standards to ensure safe food supply chains. At the end of 2010, five years after the publication of ISO 22000, the standard was being implemented by users in 138 countries.

At least 18 630 certificates of conformity attesting that food safety management systems were being implemented according to the requirements of the standard, had been issued by the end of 2010, an increase of 34 % over the previous year.

The level of inter-governmental interest in ISO's food standards is shown by the fact that the UN's Food and Agriculture Organizations has liaison status with 41 ISO TCs or SCs.

### **Water**

The goals of safe water and improved sanitation are ingrained in the UN Millennium Development Goals. ISO is contributing through the development of standards for both drinking water and wastewater services and for water quality. Related areas addressed by ISO include irrigation systems and plastic piping through which water flows.

In all, ISO has developed more than 550 water-related standards. A major partner in standards for water quality is the United Nations Environment Programme.

## 9. Project Risk Analysis

See Annex B.

## Annex A

Solar storms have been on the rise in recent years and many have heard that this is due to the sun's reaching its solar max peak in solar activity, but did you know that solar storms can affect your life in a big way and there are things you can do to protect yourself?

To begin with, there are a few key terms regarding solar weather that you should be aware of, pertinent terms relating to current space weather and how it can affect the average individual's life, or your life to be specific.

### **Solar Flare**

This is a term that seems overused quite often and is not always used with the correct definition in mind. A solar flare, in its most simple interpretation, is an explosion of magnetic energy on the sun's surface causing a bright flash of light. The energy released from this explosion travels at the speed of light and arrives here at our planet in about 8 minute's time.

Generally, a solar flare only affects satellites and radio communications and has little to no effect on the average person's life. Flares are measured on a scale of A, B, C, M and X. (A) being the smallest and (X) being the largest. Even flares of the largest size, an X, are little concern for people down on ground level aside from persons on aircraft or boats who may lose radio communication.

Unfortunately, flares sometimes come with strings attached in the way of CMEs, short for coronal mass ejections that often coincide with the eruption of a flare, especially larger flares and long duration flares called LDEs (long duration events).

### **Coronal Mass Ejection (CME)**

A coronal mass ejection is a large cloud of super-hot and electrically charged plasma that erupts from the surface of the sun and expands out into the solar system. These events often coincide with solar flares and, although they can both happen independently, frequently a large solar flare will have an associated large CME.

The problem with CMEs is that they have a much deeper impact on us than solar flares do. A CME is much slower than a solar flare, usually taking 1-5 days to reach Earth, but can have effects that last for days after making contact. When a coronal mass ejection reaches our planet, it puts pressure on the Earth's magnetosphere (our magnetic shield that protects us from radiation and solar winds). As the cloud presses around us, plasma and energy are caught up and collected in the tail of our magnetosphere. When the tail becomes saturated, it "snaps" and dumps all that collected electric energy and plasma into our atmosphere creating the breathtaking aurora borealis and, another one of our important terms, geomagnetic storms.

### **Geomagnetic Storm**

The geomagnetic storm is a major player in the solar weather that can affect your life. Geomagnetic storming is an increased amount of energy or electric current in our magnetosphere and atmosphere. A storm like this can cause several problems including rendering compasses useless and disrupting radio and radar functioning, but perhaps the most problematic result of geomagnetic storming is the ground induced currents or GICs.

During a geomagnetic storm, the air is basically filled with electric energy trying to find a way to the ground and the energy is collected by anything conductive that can serve as a ground. Unfortunately, the long power lines we have all across the world are a prime target for this energy.

As the energy feeds into the long cables and is then fed into the power grid, it can overload transformers causing cascading power outages that can affect vast areas such as entire states or even entire countries. Not only does it cause blackouts, but also the power outages it causes can last for long periods of time as the transformers can be permanently damaged or destroyed. Many of these transformers can take weeks, months or even years to replace and are upwards of a million dollars apiece.

The above are only a few examples of how solar storms can affect the average person. Others are radiation exposure in aeroplanes, damage to home electronics, GPS error or malfunctions, and increased risk of heart attack and stroke, just to name a few. The point is that knowing about these storms and what they can cause is the first step in being prepared to deal with them. The next step is learning what things you can do to prepare for what can happen and how you can minimize the threat and damage these storms can cause. Simply familiarizing yourself with solar storms and taking preparatory measures such as building up a food and water storage sufficient for your needs is a great start.

## Annexe B

### PROJECT RISK ANALYSIS

Activity	Impact Description
<p>The above-ground storage of a dangerous good, including petrol, diesel, liquid petroleum gas or paraffin, in containers with a combined capacity of more than 30 cubic metres but less than 1 000 cubic metres at any one location or site.</p>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>• impacts on the ecosystem, habitat, plants and animals from the construction of facilities and support infrastructure; and</li> <li>• potential water/air/soil pollution through leakage or damage to storage facilities and the resulting health impacts on nearby inhabitants and ecosystems/organisms.</li> </ul>
<p>Reconnaissance, prospecting, mining or retention operations as provided for in the Petroleum Development Act in respect of such permissions, rights, permits and renewals thereof.</p>	<p>Mining activities (prospecting, mining, and mining closure) may have the following impacts:</p> <ul style="list-style-type: none"> <li>• degradation of ecosystems by destroying and changing habitat;</li> <li>• water pollution from waste dumps;</li> <li>• increased water and energy usage;</li> <li>• noise and air pollution from transport and processing infrastructure;</li> <li>• cultural and socio-economic impacts on surrounding inhabitants (benefits from mining are rarely shared with local communities); and</li> <li>• the influx of people could result in an inflow of HIV/AIDS, other STDs, human transmittable diseases, prostitution, drugs, breakdown of social/cultural norms etc.</li> </ul>
<p>The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.</p>	<p>The decommissioning of a dam may cause flooding, erosion and sedimentation of downstream environments and suffocation of organisms, as well as potential damage to property.</p> <p>There will be environmental benefits to returning a waterway to its natural flow.</p>
<p>The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem.</p>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>• habitat loss;</li> <li>• erosion; and</li> <li>• negative impact on populations of threatened species (vulnerable, endangered and critically endangered).</li> </ul>

Activity	Impact Description
<p>The abstraction of groundwater at a volume where any general authorization issued in terms of the National Water Act will be exceeded.</p>	<p>Impacts associated with the extraction of water in large quantities may be:</p> <ul style="list-style-type: none"> <li>• reduction of groundwater supplies and, if done in excessive quantities, could supersede replenishment levels causing a collapse of water supply;</li> <li>• cumulative impacts of many people abstracting water from one groundwater source;</li> <li>• leaching of soils and salt-water intrusion if the aquifer is nearby the coast; and</li> </ul> <p>Long-term impacts could be ecosystem degradation as well as subsidence (when the ground collapses), preventing the aquifer from being recharged and thus a total loss of a renewable resource.</p>
<p>The construction of masts of any material or type and of any height, including those used for telecommunication broadcasting and radio transmission, but excluding masts of 15 metres and lower exclusively used</p> <ul style="list-style-type: none"> <li>• by radio amateurs; or</li> <li>• for lighting purposes</li> <li>• flag poles; and</li> <li>• lightning conductor poles</li> </ul>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>• visual impacts;</li> <li>• ecosystem degradation from the construction of masts and supporting infrastructure;</li> <li>• disturbance of breeding sites (i.e. removal of trees in which birds nest).</li> </ul>

Activity	Impact Description
<p>The construction of a road that is wider than 4 metres or that has a reserve wider than 6 metres, excluding roads that fall within the ambit of another listed activity or which are access roads of less than 30 metres long.</p>	<p>Road construction and its supporting infrastructure (e.g. toll booths) may have the following impacts:</p> <ul style="list-style-type: none"> <li>• ecosystem degradation by creating a barrier between ecosystems;</li> <li>• increasing road strikes of birds and wildlife (especially slow-moving organisms like frogs, tortoises);</li> <li>• soil erosion; and</li> <li>• interruption of ecosystem processes, especially if the road is built through sensitive areas (i.e streams, wetland or alongside coastal strip).</li> </ul> <p>There may also be socio-economic opportunities and impacts. Increased access to remote areas may bring economic benefits but may also result in the transmission of diseases like HIV, degradation of natural areas due to increased human visitation and negative impacts on local livelihoods and culture.</p>
<p>The transformation of undeveloped, vacant or derelict land to –</p> <p>establish infill development covering an area of 5 hectares or more, but less than 20 hectares; or</p> <p>residential, mixed, retail, commercial, industrial or institutional use where such development does not constitute infill and where the total area to be transformed is bigger than 1 hectare.</p>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>• ecosystem impacts associated with construction and development (e.g. habitat destruction, impacts to animals and plants);</li> <li>• infilling of existing vacant lots could further reduce green urban areas and impact on remaining essential habitats (i.e. threatened mole species, birds);</li> <li>• further fragmentation of ecosystems, destruction of ecosystem integrity and reduction of ecosystem services; and</li> <li>• increased residential development in an area may increase demand for water and electricity supplies, and increase waste production and traffic congestion.</li> </ul>
<p>Phased activities where any one phase of the activity may be below a threshold specified in this Schedule but where a combination of the phases, including expansions or extensions, will exceed a specified threshold</p>	<p>Cumulative impacts must be considered.</p>



Activity	Impact Description
<p>The subdivision of portions of land 9 hectares or larger into portions of 5 hectares or less</p>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>ecosystem impacts associated with construction and development (e.g. habitat destruction, impacts to animals and plants); and</li> <li>Infilling of existing vacant lots could further reduce green urban areas and impact on remaining essential habitats (i.e. threatened mole species, birds), cause further fragmentation of ecosystems, destruction of ecosystem integrity and reduction of ecosystem services.</li> </ul> <p>More residential development in an area may result in increased demand for water and electricity supplies, and increase waste production and traffic congestion.</p>
<p>The development of a new facility or the transformation of an existing facility for the conducting of manufacturing processes, warehousing, bottling, packaging, or storage which, including associated structures or infrastructure, occupies an area of 1 000 square metres or more outside an existing area zoned for industrial purposes.</p>	<p>Construction and development of a large area may have the following impacts:</p> <ul style="list-style-type: none"> <li>ecosystem degradation (e.g. impacts on plants, animals and habitat);</li> <li>increased traffic leading to congestion and more air pollution; and</li> <li>potential for increased pollution if waste from manufacturing is not processed correctly.</li> </ul>
<p>The transformation of an area zoned for use as public open space or for a conservation purpose to another use</p>	<p>Impacts will depend on the new purpose of the area.</p>
<p>The release of genetically modified organisms into the environment in instances where assessment is required by the Genetically Modified Organisms Act or the National Environmental Management: Biodiversity Act</p>	<p>Impacts may include:</p> <ul style="list-style-type: none"> <li>a reduction of biodiversity;</li> <li>a weakening of genetic integrity of wild organisms through mixing with GMOs;</li> <li>replacement of indigenous populations with invasive alien GMOs; and</li> <li>Unanticipated impacts on other species of flora and fauna in the ecosystem (i.e. interaction of GMOs with certain species of vegetation might destroy vegetation and catalyse soil degradation thereby having adverse effects on the entire ecosystem process).</li> </ul>

Activity	Impact Description
The release of any organism outside its natural area of distribution that is to be used for biological pest control.	Release of alien organisms may negatively impact native flora/fauna/habitats through invasion.
<p>The decommissioning of existing facilities or infrastructure, other than facilities or infrastructure that commenced under an environmental authorisation issued in terms of the Environmental Impact Assessment Regulations, for</p> <ul style="list-style-type: none"> <li>• electricity generation;</li> <li>• nuclear reactors and storage of nuclear fuel;</li> <li>• industrial activities where the facility or the land on which it is located is contaminated or has the potential to be contaminated by any material which may place a restriction on the potential to re-use the site for a different purpose;</li> <li>• the disposal of waste;</li> <li>• the treatment of effluent, wastewater and sewage with an annual throughput capacity of 15 000 cubic metres or more;</li> <li>• the recycling, handling, temporary storage or treatment of general waste with a daily throughput capacity of 20 cubic metres or more; or</li> <li>• the recycling, handling, temporary storage or treatment of hazardous waste.</li> </ul>	<p>A strategy should be developed to ensure the long-term clean-up of the site.</p>
<p>The recommissioning or use of any facility or infrastructure; excluding any facility or infrastructure that commenced under an environmental authorization issued in terms of the Environmental Impact Assessment Regulations, for</p> <ul style="list-style-type: none"> <li>• electricity generation;</li> <li>• nuclear reactors and nuclear fuel storage; or</li> <li>• facilities for any process or activity, which require permission, authorisation, or further authorisation, in terms of legislation governing the release of emissions, pollution, effluent or waste prior to the facility being recommissioned.</li> </ul>	<p>Possible impacts include:</p> <ul style="list-style-type: none"> <li>• increased water/energy usage;</li> <li>• increased pollution of air, soil and water from revived operations; and</li> <li>• impacts on residential settlements that may have been built since decommissioning (i.e. settlements that have developed next to a facility that was not in operation may be impacted by air/water/soil pollution, increased water usage, noise, traffic.)</li> </ul>
The expansion of or changes to existing facilities for any process or activity; which requires an amendment of an existing permit or license, or a new permit or license in terms of legislation governing the release of emissions, pollution, effluent.	<p>Impacts will depend on the degree of expansion or type of change to the existing facility.</p> <p>Could result in increased pollution and safety hazards.</p>

## Annex C

**Table 1: Environmental Supervision Costs (USD \$)**

No.	Subject	Cost	Note
1.	Current status research and material fee	52,800	Collect in separate based on project and local situation.
1.1	Social environment research	4,800	
1.2	Environmental, hydrologic, geological and weather research	8,000	
1.3	Surface water and underground water current status research	24,000	
1.4	Ecological environment current status research	8,000	
1.5	Engineering status research fee	8,000	
			<b>105,600</b>
2.	<b>Assessment fee</b>	<b>111,600</b>	Includes the assessment after the implementation and demonstration project.
2.1	EIA outline compose	8,000	
2.2	Engineer assessment	16,000	
2.3	Environment current status assessment	24,000	
2.3.1	Surface water	9,600	
2.3.2	Gas	3,200	
2.3.3	Waste	1,600	
2.3.4	Ecology	4,800	
2.3.5	Noise	1,600	
2.3.6	Social-economy	3,200	
2.4	Forecast EIA	18,800	
2.4.1	Surface water	12,800	
2.4.2	Gas	4,800	
2.4.3	Noise	3,200	
2.5	EIA, countermeasure, environment plan	44,800	
2.5.1	Surface water	9,600	
2.5.2	Gas	3,200	
2.5.3	Noise	1,600	
2.5.4	Waste	1,600	
2.5.5	Underground water, soil, ecology	3,200	
2.5.6	Total amount control option	3,200	
2.5.7	Clear production analysis	1,600	
2.5.8	Pollution treatment and prevention measure	8,000	
2.5.9	Profit and loss analysis	1,600	
2.5.10	Environment management and monitoring plan	3,200	
2.5.11	Public participant	8,000	
			<b>312,800</b>
3.	Monitoring and measure fee	160,000	Including surface water, gas, noise, underground water and soil.
			<b>160,000</b>
4.	Compose report	48,000	Completed EIA organs
5.	Print	8,000	
6.	Viaticum	48,000	
7.	Consultation	48,000	
	<b>GLOSCO</b>	<b>152,000</b>	

			<b>418,400</b>
8.	Management and tax	13.2% of above	57,200
9.	Unpredictable fee	7% of above	37,400
<b>TOTAL</b>			<b>571.000</b>

## Annexe D

### ACTIVITIES THAT IMPACT THE ENVIRONMENT

1. The construction of facilities or infrastructure, including associated structures or infrastructure, for
  - a. the generation of electricity where the electricity output is more than 10 megawatts but less than 20 megawatts;
  - b. the above-ground storage of 1 000 tons or more but less than 100 000 tons of ore;
  - c. the storage of 250 tons or more but less than 100 000 tons of coal;
  - d. resorts, lodges, hotels or other tourism and hospitality facilities in a protected area;
  - e. any purpose where lawns, playing fields or sports tracks covering an area of more than three hectares, but less than 10 hectares, will be established;
  - f. sport spectator facilities with the capacity to hold 8 000 spectators or more;
  - g. the slaughter of animals with a product throughput of 10 000 kilograms or more per year;
  - h. the concentration of animals for the purpose of commercial production in densities that exceed
    - 20 square metres per head of cattle and more than 500 head of cattle per facility per year;
    - eight square meters per sheep and more than 1 000 sheep per facility per year;
    - three square metres per head of poultry and more than 250 poultry per facility at any time, excluding chicks younger than 20 days;
    - three square metres per rabbit and more than 250 rabbits per facility at any time;
    - 100 square metres per ostrich and more than 50 ostriches per facility per year or 2500 square metres per breeding pair;
  - i. aquaculture production, including maricultural and algae farms, with a product throughput of 10000 kilograms or more per year;
  - j. agroindustry purposes, outside areas with an existing land-use zoning for industrial purposes, that cover an area of 1 000 square metres or more;
  - k. the bulk transportation of sewage and water, including stormwater, in pipelines with
    - internal diameter of 0,36 metres or more; or
    - peak throughput of 120 litres per second or more;
  - l. the transmission and distribution of electricity above ground with a capacity of more than 33 kilovolts and less than 120 kilovolts;
  - m. any purpose in the one in ten-year flood line of a river or stream, or within 32 metres from the bank of a river or stream where the flood line is unknown, excluding purposes associated with existing residential use, but including -
    - canals;
    - channels;
    - bridges;

- dams; and
  - weirs;
- n. the off-stream storage of water, including dams and reservoirs, with a capacity of 50 000 cubic metres or more, unless such storage falls within the ambit of the activity listed in item 6 of Government Notice No. R. 387 of 2006;
  - o. the recycling, re-use, handling, temporary storage or treatment of general waste with a throughput capacity of 20 cubic metres or more daily average measured over a period of 30 days, but less than 50 tons daily average measured over a period of 30 days;
  - p. the temporary storage of hazardous waste;
  - q. the landing, parking and maintenance of aircraft including -
    - helicopter landing pads, excluding helicopter landing facilities and stops used exclusively by emergency services;
    - unpaved aircraft landing strips shorter than 1,4km;
    - structures for equipment and aircraft storage;
    - structures for maintenance and repair;
    - structures for fuelling and fuel storage; and
    - structures for air cargo handling;
  - r. the outdoor racing of motor-powered vehicles including -
    - motorcars;
    - trucks;
    - motorcycles;
    - quad bikes;
    - boats; and
    - jet skis;
  - s. the treatment of effluent, wastewater or sewage with an annual throughput capacity of more than 2 000 cubic metres but less than 15 000 cubic metres;
  - t. marinas and the launching of watercraft on inland freshwater systems;
  - u. above ground cableways and funiculars;
  - v. advertisements as defined in clauses 1(a), 1(b), 1(c), 3(a), 3(b), 3(l) of the South African Manual for Outdoor Advertising Control
2. Construction or earth moving activities in the sea or within 100 metres inland of the high-water mark of the sea, in respect of
    - facilities for the storage of material and the maintenance of vessels; fixed or floating jetties and slipways;
    - tidal pools;
    - embankments;
    - stabilising walls;
    - buildings; or
    - infrastructure.
  3. The prevention of the free movement of sand, including erosion and accretion, by means of planting vegetation, placing synthetic material on dunes and exposed sand surfaces within a distance of 100 metres inland of the high-water mark of the sea.
  4. The dredging, excavation, infilling, removal or moving of soil, sand or rock exceeding 5 cubic metres from a river, tidal lagoon, tidal river, lake, in-stream dam, floodplain or wetland.
  5. The removal or damaging of indigenous vegetation of more than 10 square metres within a distance of 100 metres inland of the high-water mark of the sea.

6. The excavation, moving, removal, depositing or compacting of soil, sand, rock or rubble covering an area exceeding 10 square metres in the sea or within a distance of 100 metres inland of the high-water mark of the sea.
7. The above-ground storage of a dangerous good, including petrol, diesel, liquid petroleum gas or paraffin, in containers with a combined capacity of more than 30 cubic metres but less than 1 000 cubic metres at any one location or site.
8. Reconnaissance, prospecting, mining or retention operations as provided for in the Mineral and Petroleum Resources Development Act, 2002 (Act No. 28 of 2002), in respect of such permissions, rights, permits and renewals thereof.

*Until April 2007, mining applications are not subject to these new EIA regulations. DEAT and DME are developing a process that will satisfy both the environmental and mining requirements.*

*However, activities that are related to mining developments but are listed activities under NEMA are subject to the EIA regulations. For example, the construction of burrow pits is a listed activity under the new regulations and would require environmental authorisation even if the burrow pits are associated with a mining facility.*

9. The establishment of cemeteries.
10. The decommissioning of a dam where the highest part of the dam wall, as measured from the outside toe of the wall to the highest part of the wall, is 5 metres or higher or where the high-water mark of the dam covers an area of more than 10 hectares.
11. The transformation or removal of indigenous vegetation of 3 hectares or more or of any size where the transformation or removal would occur within a critically endangered or an endangered ecosystem listed in terms of section 52 of the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).
12. The abstraction of groundwater at a volume where any general authorisation issued in terms of the National Water Act, 1998 (Act No. 36 of 1998) will be exceeded.
13. The construction of masts of any material or type and of any height, including those used for telecommunication broadcasting and radio transmission, but excluding
  - masts of 15 metres and lower exclusively used
  - by radio amateurs; or
  - for lighting purposes
  - flag poles; and
  - lightning conductor poles
14. The construction of a road that is wider than 4 metres or that has a reserve wider than 6 metres, excluding roads that fall within the ambit of another listed activity or which are access roads of less than 30 metres long.
15. The transformation of undeveloped, vacant or derelict land to –
  - establish infill development covering an area of 5 hectares or more, but less than 20 hectares; or
  - residential, mixed, retail, commercial, industrial or institutional use where such development does not constitute infill and where the total area to be transformed is bigger than 1 hectare.
16. Phased activities where any one phase of the activity may be below a threshold specified in this Schedule but where a combination of the phases, including expansions or extensions, will exceed a specified threshold
17. The subdivision of portions of land 9 hectares or larger into portions of 5 hectares or less

18. The development of a new facility or the transformation of an existing facility for the conducting of manufacturing processes, warehousing, bottling, packaging, or storage which, including associated structures or infrastructure, occupies an area of 1 000 square metres or more outside an existing area zoned for industrial purposes.
19. The transformation of an area zoned for use as public open space or for a conservation purpose to another use
20. The release of genetically modified organisms into the environment in instances where assessment is required by the Genetically Modified Organisms Act, 1997 (Act No. 15 of 1997) or the National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).
21. The release of any organism outside its natural area of distribution that is to be used for biological pest control.
22. The decommissioning of existing facilities or infrastructure, other than facilities or infrastructure that commenced under an environmental authorisation issued in terms of the Environmental Impact Assessment Regulations, 2006 made under section 24(5) of the Act and published in Government Notice No. R. 385 of 2006, for
  - electricity generation;
  - nuclear reactors and storage of nuclear fuel;
  - industrial activities where the facility or the land on which it is located is contaminated or has the potential to be contaminated by any material which may place a restriction on the potential to re-use the site for a different purpose;
  - the disposal of waste;
  - the treatment of effluent, wastewater and sewage with an annual throughput capacity of 15000 cubic metres or more;
  - the recycling, handling, temporary storage or treatment of general waste with a daily throughput capacity of 20 cubic metres or more; or
  - the recycling, handling, temporary storage or treatment of hazardous waste.
23. The recommissioning or use of any facility or infrastructure; excluding any facility or infrastructure that commenced under an environmental authorisation issued in terms of the Environmental Impact Assessment Regulations, 2006 made under section 24(5) of the Act and published in Government Notice No. R. 385 of 2006; after a period of two years from closure or temporary closure, for
  - electricity generation;
  - nuclear reactors and nuclear fuel storage; or
  - facilities for any process or activity, which require permission, authorisation, or further authorisation, in terms of legislation governing the release of emissions, pollution, effluent or waste prior to the facility being recommissioned.
24. The expansion of or changes to existing facilities for any process or activity; which requires an amendment of an existing permit or license, or a new permit or license in terms of legislation governing the release of emissions, pollution, effluent.

Annexe F

# Call-For-Proposals (CFP)

LBY/UNMAS/CFP00X

Provision of Community

Tawergha  
Based Explosive Hazards Clearance  
2019





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## Call-For-Proposals (CFP):

### Provision of Community Based Explosive Hazards Clearance in Tawergha

On behalf of the United Nations Mine Action Service (UNMAS), LMAC reference number: (LBY/UNMAS/CFP00X) - Community Based Explosive Hazards Clearance in Tawergha. This is a UNMAS project drawing upon procurement services from LMAC on behalf of TCRF.

**Issue date:**                    /   / 2018

## Contents of this CFP:

1. Call for Proposals (CFP, this document)
2. Annex A – Grant Application Template
3. Annex B – Grant Budget Template
4. Annexe C – Grant Support Agreement (GSA) Template

### 1. General instructions for proposal submission

#### How to submit?

Interested organizations are required to complete and submit, in English, the following documents by the deadline:

- Annex A – Grant Application Template
- Annex B – Grant Budget Template

#### When to submit?

Deadline: 31 May 2018, 23:59 Hours East African Time.

#### Where to submit?

The applications should be submitted to the following email address: [procurement@tawerga.ly](mailto:procurement@tawerga.ly) copying [grant@tawergha.ly](mailto:grant@tawergha.ly)

#### Clarification

Suppliers with questions or requests for clarification are encouraged to send questions by email to the email address below promptly in order to allow time for the provision of a written response. Explanations or interpretations provided by personnel other than the below named contact person, will not be considered binding or official. Request for clarification from bidders will not be accepted after 14 May 2018, 1600 Hours East African Time. Please submit questions to:

([clarification@tawergha.ly](mailto:clarification@tawergha.ly)) copying ([info@lmac.gov.ly](mailto:info@lmac.gov.ly))

All subsequent responses will be posted on the LMAC grant support website.

### 2. Eligibility criteria, minimum requirements, and other key considerations

#### Eligibility:

- Grant applications shall only be accepted from International and National not-for-profit organizations registered with the State Government of Libya;
- Only organizations with 5 years previous experience implementing successful community-based demining and explosive hazard clearance projects in fragile States and/or complex emergencies in Africa (with experience in Libya considered an advantage) may apply;
- Organizations must have proven technical expertise (5 years) in the Mine Action sector specifically demining and explosive ordnance disposal (EOD); and
- The proposal shall not exceed either LYD 2,720,000.000 or the equivalent to any hard currency.
-

- Other critical considerations:
- This grant advises International not-for-profit organizations to consider informal or formal engagement with the Mine Action consortium in their proposed state of operations. If a partnership is established, the same consortium may put in bids with more than one international not-for-profit organization.
- Local not-for-profit organizations have the option of submitting a stand-alone bid or partnering with an international organization through a consortium.
- Sub-agreements are allowed (see Section 9 – General Conditions for Grant Support Agreements)
- The successful grantee(s)'s Standard Operating Procedures (SOPs) will be desk accredited by the
- National ERW Management Authority (LMAC) with support from UNMAS Libya. Within a week of grant agreement signature, the grantee(s) must submit SOPs to LMAC for review.
- Grant activities should be ongoing for 6 months. The expected start date for grant activities is 1 July 2018; the end date is 31 December 2018. This deadline is not fixed and can be extended due to a substantial reason.
- Any equipment purchases necessary to carry out the activities in this CFP are not to be charged directly in the grant proposal budget. Rather, organizations should procure equipment from their own funds and lease it to LMAC at a fair rate. All lease costs included in budgets will be carefully considered during the evaluation of grant proposals.
- The grantee is responsible for procuring explosives. The bidder should consider the embargos on Libya and look to alternative options that may include low order techniques including deflagration systems. The bidders preferred method should be detailed in the proposal. UNMAS can, on request, assist with safe storage in Tawergha.
- LMAC may award one or more grants, subject to an overall cap of LYD 2.72 million.
- To build the capacity of the local community, it is strongly encouraged that the successful grantee(s) recruits all locally engaged staff from the relevant Tawergha administered state/district where operations are planned. The recruitment of local-based national staff will be taken into consideration during the evaluation process.
- The grantee's concept of operations should take into consideration the need to work appropriately with state authorities as well as the requirement to work equitably across the planned area of operations. The proposal should clearly demonstrate a stakeholder engagement plan for local and state authorities.
- The successful grantee(s) should plan for the evolving trend that interim state authorities may wish for organizations to engage with Mine Action consortia for the initial stages of staff recruitment (long- listing).
- In addition to meeting the project objectives as outlined in this CFP, organizations should plan for a small training component to support the capacity development of the Mine Action consortium (this could include attaching a small number of consortium personnel for a limited period of time on a part-time basis).
- Grantee(s) to demonstrate gender mainstreaming in project implementation.

Desirable qualifications:

- Demonstrated capacity to engage in grass-roots projects, in a culturally-responsive manner shall be considered particularly desirable.
- Innovative approach to activities detailed in this CFP shall be considered highly desirable.

### 3. Description of scope of work

#### BACKGROUND

In addition to the minefield laid during the conflicts, Explosives Remnants of War (ERW) remain as a result of civil conflict and recent offensives pose a limited residual threat to communities. The contamination of land by ERW and landmines threatens lives in Tawergha. As a result, explosive contamination is one of the many impediments to stability and security in Tawergha. The accidental detonation of explosive remnants of war (ERW) and landmines can cause injury and death. In support of efforts to clean up Tawergha, humanitarian organizations identified and destroyed explosive hazard items.

#### SCOPE OF THE PROBLEM

As a result of the volatile security environment, the scope of explosive hazard contamination and its impact on development is not yet well known across the country, and clearance is still extremely limited across Libya. In Tawergha explosive hazard reduction work has so far focused largely on risk education, including IDP's awareness, in newly accessible areas. In Tawergha, all known dangerous areas in urban districts.

LMAC aims to augment the success of a 2018 project to protect civilians and contribute to community stabilization efforts through community based explosive hazard clearance projects delivered in affected areas in Tawergha. Training and employment opportunities will be created by contracting clearance Teams. A labour-intensive project will address explosive hazard contamination in Tawergha, with the additional benefit of aiding much needed economic regeneration of the community.

#### OBJECTIVE

The objectives of this project are:

1. Protection of civilians and support to community stabilization through community-based removal of explosive hazards

This intervention will contribute to following overarching UNMAS and Libya objectives:

- Libya Plan;
- Peacebuilding and State Building;
- Objective 1 of the Strategy of the United Nations on Mine Action; and
- Protection of civilians' mandate under the Global Protection Cluster.

## PHASES

The expected phases of the grant are as per below. The grantee will propose an appropriate schedule in the timelines/implementation plan of the grant proposal.

Phase 1: Mobilization	<u>1 ~ 15 July</u>
Phase 2: In-country preparation / training	<u>July ~ August</u>
Phase 3: Operations	<u>August ~ September ~ October</u>
Phase 4: Demobilization	<u>December</u>
<u>2018</u>	

## EXPECTED RESULTS

The ultimate purpose of the intervention relates as much to employment and socio-economic empowerment of the impacted community as to the clearance of explosive hazards. The quality of the clearance and safety of Tawergha is critical to the success of this intervention and ultimately depends on the presence of skilled and experienced managerial and technical personnel as well as relevant and appropriate equipment and training. Therefore, the successful grantee(s) is expected to achieve this through the deployment of:

- a) Multiple demining teams (recruitment of high numbers of personnel will be an advantage) capable of the technical survey and manual mine clearance.
- b) At least one mobile multi-tasking team (MTT) capable of conducting BAC, EOD to IMAS Level 3, non-technical survey and quality assurance on the minefield.

The successful grantee(s) is expected to provide the following outcomes:

**Safe Explosive Hazard Clearance:** In order to ensure safe explosive hazard clearance, the grantee will be expected to adhere to both the National Technical Standards and Guidelines (NTSGs) for Libya and its own organizational standard operating procedures (SOPs). The grantee will be required to implement an Internal Quality Management System to ensure adherence to its SOPs and NTSGs.

**Job Creation:** Employ at least 35 locally-recruited Tawergha to carry out community-based explosive hazard clearance in Tawergha in the following roles:

1. Mine clearance using manual mine clearance techniques;
2. Technical survey;
3. Non-technical survey;
4. BAC including surface and sub-surface
5. EOD spot tasks up to and including IMAS level 3
6. Quality assurance
7. Medical
8. Support

**Training and Skill Transfer:** The grantee should plan to conduct all training of locally-recruited Tawerghan as per IMAS, NTSGs and LMAC-accredited SOPs. The timeline for training and operational accreditation should be detailed in the proposal timeline/implementation plan.

1. Mine clearance

- Basic first aid
- All locally-recruited Tawerghan trained to IMAS EOD Level 1
- Manual mine clearance techniques in accordance with SOPs
- Technical survey
- The team leader could be qualified up to IMAS EOD Level 2 but must have certification on the grantee's proposed deflagration system

2. BAC/EOD

- Basic first aid
- Non-technical survey
- Surface and sub-surface clearance
- Quality assurance The team leader must be qualified to IMAS EOD Level 3
- It is up to the grantee to propose training a locally-recruited Tawerghan or provide international experts.

3. Driver

- Basic first aid
- Driver training

4. Medic

- Basic first aid
- Advanced life support

5. Support staff

- Basic first aid
- Relevant skills training based on role

**Economic Growth:** Prior to starting work in a particular area the grantee will conduct a baseline socio-economic survey in the planned area of operations, gathering data on the levels of employment, income, and job type and unemployment rates (disaggregated into age, gender and clan affiliation). At the close of operations in each area of operations, a final survey will be conducted to monitor the impact of the project.

**Coordination:** The grantee will become a member of, coordinate with and attend meetings of the Libya Protection Cluster to ensure the project is in line with Protection Cluster priorities; and coordinate with and attend meetings as requested by the Explosive Management Authority (LMAC) to ensure the project is in line with LMAC priorities.

**Tasking Dossiers:** The grantee will provide an implementation plan per task based on threat assessment and risk assessment detailing timelines, technical requirements and expected outputs,



any additional equipment. Upon completion of a task, full documentation of the task, including quality assurance, as per NTSG requirements should be submitted.

**Data and Information Management:** In addition to operational reporting, the grantee is expected to provide data for the periods July 2018 – September 2018 and October 2018 – December 2018 against the objectives and indicators of the Strategy of the United Nations on Mine Action.

**Capacity Building of local NGO Mine Action consortia:** It is the advice of the state coordination structure, and the emerging local and state structures, that international organizations engage with local NGO consortia in each state (ref: the list below). This grant requests an international not-for-profit organization to engage with the consortium in their respective state of operations. The expectation is for the international not-for-profit to carry out an organizational assessment of the relevant Mine Action consortium to identify potential areas of development that can be enhanced (for example governance, management, financial transparency, proposal writing, M&E, reporting, ...etc.). It is then expected that the international not-for-profit will design a formal (with an assessment requirement) and an informal training schedule which may include attaching consortium staff to the organization on a part-time basis.

**Key Performance Indicators:**

Outcome 1: Community, including youth and women, benefit from training and employment opportunities as part of community stabilization initiatives.

Outcome 2: Explosive threat posed to community living and working in identified areas of intervention has been reduced or eliminated.

Output	Targets
Tawerghan, including youth and women, in Tawergha, have access to training and employment opportunities	Train and employ at least 35 people in technical and non-technical skills to enable community-based explosive clearance
Socio-economic status of the community is improved (pre- and post-assessments will be conducted in Tawergha)	At least 35 people provided with salaries and full employment
	Local procurement of goods and services from Tawergha up to LYD 20,000/month
Community-based clearance teams conduct a technical survey and manual mine clearance in IMSMA recorded hazardous areas along Tawergha	All mines that have been identified are destroyed in situ by community-based clearance teams.
	Carry out technical surveys of suspected hazardous areas along the Tawergha-Ethiopian border. Results of the technical survey will be recorded in IMSMA.

Surveys are conducted in the communities in affected areas to identify UXO/ERW. Any single items or small search tasks to be completed. Any larger sites, including minefields, are to be marked and recorded in IMSMA.	Disposal of explosive items carried out in affected communities along Tawergha border
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The Grantee shall demonstrate the capacity to contribute to the grant objectives either through monetary contribution or in-kind support to the project (by offering additional personnel, equipment, or other available resources).

#### 4. Evaluation process

In line with LMAC evaluation principles of fairness, transparency and integrity, an independent Grant Evaluation and Selection Committee will be responsible for the review of proposals and the Grantee selection. The review is based on the criteria outlined in the CFP and includes an assessment of the grant proposal's formal, technical and financial aspects. Any non-compliant proposal may automatically be eliminated from the evaluation process.

A two-stage procedure will be utilized in evaluating the proposals, with an evaluation of the technical component being completed prior to any budget component being considered and compared to market research results from the relevant area where the activity will be conducted. The budget component will be evaluated only for those applicants whose technical component meets the requirements for the CFP. The technical component, which has a total possible value of 100 points, will be evaluated using the following criteria:

Criteria	Maximum Score
Organizational Background, Operational and Financial Capacity to implement the grant activities	20
Relevance, Objectives and Expected Results	20
Methodology	20
Engagement with the Mine Action consortium in the respective state of operations	5
Engagement with local, state, regional, and state authorities	5
Recruitment of locally-based Tawergha national staff	5
Timelines / Implementation and Monitoring Plans	15
Risks to Successful Implementation	10
<b>Maximum Score: Technical Component</b>	<b>100</b>

Only proposals that have a Technical Component receiving more than 70 points out of the potential 100 points shall be considered for financial evaluation.

Financial proposals will be evaluated following the completion of the technical evaluation. Grant(s) will be awarded to the grantee(s) with the most attractive combination of technical and financial proposals.

LMAC reserves the right to not award any grants for any reason.

#### 5. LMAC Grant Support Agreement

The LMAC Standard Grant Support Agreement (GSA) containing LMAC General Conditions for Grant Support Agreements is here with at Annex C. The GSA constitutes an integral part of this CFP as it is mandatory to accept this agreement with its conditions before submitting a proposal.

## Annex A: Grant Application Template

NOTE: Potential grantees shall submit their applications using the below format.

### **Component 1: Organizational Background, Operational and Financial Capacity to implement the grant activities**

(Maximum 5 pages)

This section should clearly demonstrate that the proposing organization has the experience, capacity, and commitment to implement successfully the proposed grant activities. Suggested issues to be covered in this section include:

1. Background of the proposing organization
2. Purpose and core activities of the organization
3. Organizational approach (philosophy), i.e. how does the organization deliver its projects?
4. Length of existence
5. Organizational structure and governance, managerial and financial capacity
6. Membership and affiliation to associations or umbrella groupings
7. Provide past performance of implementing successful community-based demining and explosive hazard clearance projects in fragile States and/or complex emergencies in African countries (with experience in Tawergha considered an advantage) in the past 5 years
8. Provide evidence that the organization is currently registered with the State Government of
9. Tawergha as a non-profit organization that can work in Tawergha
10. Outline the team proposed for the implementation of the intervention by function including the person who will be overall responsible for the implementation of the intervention. Describe qualifications and tasks foreseen for each member of the management team. Please note that upon the allocation of the grant support agreement, the applicant must provide the CV of each of the proposed senior team members.
11. See Appendices 1 – 4 below for further elements for evaluating the applicant operational capacity (outside this page limit).
- 12.

### **Component 2: Relevance, Objectives, and Expected Results**

(Maximum 8 pages)

This section should contain a clear and specific statement of what the proposal will accomplish. This section should describe what will actually be done to produce the expected results and accomplish the proposed objectives. There should be a clear and direct linkage between the activities and the outcomes. The proponent must ensure that the activities are a means of getting the intended outcomes. Note that weakness in this area may be a major reason for failure to receive funding as this is the actual component to be implemented as a grant project.

Objectives (Maximum 1 page)

- Describe how the grant will be utilized to contribute to the broader and specific objectives of the intervention

Expected Results (Maximum 5 pages)

- Provide a detailed description of outcomes, outputs and activities that will be undertaken to achieve the expected results
- The rationale for the project. The rationale should indicate the importance of the proposed grant activities in terms of contributing to the overall and/or specific objective/s.
- The specific results that the grant activities will produce. The expected results are the measurable changes which will have occurred by the end as a result of the planned intervention (in view of objectively verifiable indicators)

Logical Framework (Maximum 2 pages)

- See Expected Results in the Call-for-Proposals for guidance on indicators

<b>Component 3: Description of Grant Project Activities</b>
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(Maximum 10 pages)

This section should describe what will actually be done to produce the expected results and accomplish the proposed objectives. There should be a clear and direct linkage between the activities and the outcomes. The proponent must ensure that the activities are a means of getting the intended outcomes. Note that weakness in this area may be a major reason for failure to receive funding as this is the actual component to be implemented as a grant project.

Activity descriptions should be as specific as necessary, identifying what will be done, who will do it, when it will be done (beginning, duration, completion), and where it will be done. In describing the activities, an indication should be made regarding the organisations and individuals involved in or benefiting from the activity.

Methodology (Maximum 10 pages)

- Outline the plans for engagement with the Mine Action consortia in the respective state of operations.
- Outline the processes that will be engaged to ensure coordination and cooperation with relevant
- FGS authorities at State and State levels and humanitarian coordination mechanisms. Include a stakeholder engagement plan.
- Outline the process by which Tawerghan will be recruited and trained with an emphasis on safety and quality.
- Outline the process by which explosive hazards will be destroyed with an emphasis on safety and quality. Include the type of proposed low order technique, if applicable.

- Outline the process by which the applicant will adhere to International Mine Action Standards (IMAS), National Technical Standards and Guidelines (NTSGs), and internal Standard Operating Procedures (SOPs).
- Outline the physical resources required for the implementation of the intervention (equipment, consumables, running costs, ...etc.) and justify the need for the required resources.
- Describe the process that will be used to ensure a robust internal quality management system and monitoring of project deliverables.
- Describe the monitoring and reporting system that will be used to collect and analyse data relevant to the implementation, including engagement with IMSMA. This should include gathering data on the levels of employment, income, job type and unemployment rates as well as explosive hazard removal.
- Outline the process of carrying out pre- and post- socio-economic survey relevant to the intervention.
- Describe the activities planned to guarantee adequate visibility to the donor (Japan). The applicant will also be required to provide monthly case studies/success stories.
- Outline how the intervention will incorporate the Gender Guidelines for Mine Action Programmes and what steps will be taken to ensure gender considerations in Programme design and implementation.

#### **Component 4: Timeline/Implementation Plan and Monitoring Plan**

(Maximum 2 pages)

##### **Timeline/Implementation Plan (Maximum 1 page)**

This section may be presented in graphical (table) form and can be attached as an Annex. It should indicate the sequence of all major activities and implementation milestones, including targeted beginning and ending dates for each step. Provide as much detail as necessary. The Implementation Plan should show a logical flow of steps, indicating that all the things that must happen have been carefully thought through from the start to the end of the grant project.

##### **Monitoring Plan and Indicators (Maximum 1 page)**

This section should contain an explanation of the plan for monitoring and evaluating the grant project, both during its implementation (formative) and at completion (summative). Indicators outlined in the Call-for-Proposals must be included. The applicant can propose additional specific and measurable indicators relating to project performance and impact which can form the basis for monitoring and evaluation. These indicators will be refined and will form an important part of the grant agreement between the proposing organization and LMAC.

Suggested key issues to be addressed are:

- How the performance of the grant activities will be tracked in terms of achievement of the steps and milestones set forth in the Implementation Plan

- How the impact of the project will be assessed in terms of achieving the project's objective/s
- How any mid-course correction and adjustment of the design and plans will be facilitated on the basis of feedback received
- How UNMAS will be notified immediately about any predicted or actual deviation from targets, work plan or budget.
- How the participation of community members in the monitoring and evaluation processes will be achieved.

## **Component 5: Risks to Successful Implementation**

(1 page)

Identify and list any major risk factors that could result in the grant activities not producing the expected results. These should include both internal factors (for example, the technology involved fails to work as projected) and external factors (for example, significant clan-based politics influence the ability of the project to proceed).

Include in this section also the key assumptions on which the grant activity plan is based on. In this case, the assumptions are mostly related to external factors (for example, security situation sufficiently stable for operations) which are anticipated in planning, and on which the feasibility of the grant activities depend.

## **Component 6: Annexes**

(No page limit)

Appendices to Grant Application Template (Annex A)

- Appendix 1: Organization chart of the team and location where the staff member will be based
- Appendix 2: CV of the person responsible for implementing this intervention (Project Manager)
- Appendix 3: Proposed salary scale for the project
- Appendix 4: Audited accounts for the last 3 years of operation

## **Component 7: Grant Budget Breakdown**

The development and management of a realistic budget is an important part of developing and implementing successful grant activities. Careful attention to issues of financial management and integrity will enhance the effectiveness and impact. The following important principles should be kept in mind in preparing a project budget:

- Include only costs which directly relate to efficiently carrying out the activities and producing the objectives which are set forth in the proposal. Other associated costs should be funded from grantee's other sources.
- The budget should be realistic. Find out what planned activities will actually cost and do not assume that you will be able to make do for less.
- The budget should include all costs associated with managing and administering the grant project. In particular, include the cost of monitoring and evaluation.
- Any equipment purchases necessary to carry out the activities in this CFP are not to be charged directly in the grant proposal budget. Rather, organizations should procure equipment from their own funds and lease it to LMAC at a fair rate. All lease costs included in budgets will be carefully considered during the evaluation of grant proposals.
- Indirect costs or administrative overhead costs, such as grantee's staff salaries and office rent are not funded. These, therefore, should not be part of the funding request.
- Grant funds should be spent according to the agreed budget.
- All relevant, financial records should be made available upon request. These may be independently audited.
- The budget line items are general categories intended to assist in thinking through where money will be spent. If a planned expenditure does not appear to fit in any of the standard line item categories, list the item under other costs, and state what the money is to be used for.
- The figures contained in the Budget Sheet should agree with those on the proposal header and text.

Please complete the attached Annex B – Grant Budget Template (Excel sheet). Potential grantees should include in their budget proposals their proposed payment instalment schedule.



## Annex B: Grant Budget Template

NOTE: Potential grantees shall submit their budget using the prescribed MS-Excel format, available as a separate document.

## Annex C: Grant Support Agreement (GSA) Template

### Grant Support Agreement IN SUPPORT OF

Provision of Community Based Explosive Hazards Clearance in Tawergha

GRANTEE NAME:

GRANT NUMBER: LBY/UNMAS/CFP/00X

This Grant Support Agreement (hereinafter referred to as “Agreement”) made is between the United Nations Office for Project Services (hereinafter referred to as “LMAC”) and [insert Grantee’s name and address] (hereinafter referred to as “Grantee”).

WHEREAS LMAC desires to provide grant support to the Grantee in the context of the implementation of Provision of Community Based Explosive Hazards Clearance in Tawergha (hereinafter referred to as the “Activity”), as more specifically described in Annex A, on the terms and conditions hereinafter set forth, and

WHEREAS the Grantee is ready and willing to accept such funds from LMAC for the above-mentioned activities on the terms and conditions as herein set forth.

NOW, THEREFORE, the Grantee and LMAC agree as follows:

### 1. Agreement Documents

1.1 The following documents attached hereto shall be deemed to form an integral part of this Agreement in the following order of precedence:

- i. This agreement
- ii. Annex A: Terms of Reference
- iii. Annex B: Grant Budget
- iv. Annex C: Reporting
- v. Annex D: LMAC General Conditions for Grant Support Agreements

1.2 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Grantee and LMAC, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

### 2. Purpose of the Agreement

2.1 The purpose of this Agreement is to provide support for the Activity being Provision of Community Based Explosive Hazards Clearance in Tawergha as described in Annex A (the Terms of Reference). None of the funds provided pursuant to this Agreement may be used for any purposes other than those expressly set forth in Annex A.

2.2 Grant support is being provided to the Grantee on the condition that the action is implemented, and the funds are administered by the Grantee, in accordance with this Agreement.

### **3. Duration of this Agreement**

3.1 This Agreement is effective and funds are granted by LMAC as of [insert start date] or the date of the last signature below, whichever is the later.

3.2 Funds granted hereunder are available for program expenditures for the estimated period from the effective date specified in clause 3.1 above to [insert end date].

### **4. Role of the Grantee**

4.1 The Grantee shall:

- a. Have full responsibility for ensuring that the Activity is implemented in accordance with the Agreement
- b. Be responsible, in the event of financial review, audit or evaluation for providing the necessary accounting documents
- c. Be responsible for providing all documents and information to LMAC which may be required under the relevant payment requests
- d. Make the arrangements for providing the financial status documentation and financial guarantee, when requested
- e. Ensure professional management of the Activity, including performance monitoring and reporting activities.

### **5. Grant Amount and Payments**

5.1 LMAC hereby grants to the Grantee the total amount of LYD [insert LYD amount in figures and words] as shown in the Budget in Annex B.

5.2 Payments to the Grantee shall be made in accordance with the following schedule upon the submission by the Grantee of appropriate milestone substantive and financial reports along with payment requests, subject to the Grantee's continued performance of its obligations under this Agreement<sup>3</sup>:

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<sup>3</sup> Any advance payment made under the Agreement totaling more than LYD30,000 of the total Grant Amount be

Milestone 1: [insert LYD amount in figures and words], upon signature of this Agreement by both parties and submission of Standard Operating Procedures relevant to this intervention for desk accreditation.

Milestone 2: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the first milestone report that includes as annexes 1) a report on mobilization and 2) the initial socio-economic baseline assessment and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone 3: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the second milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone 4: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the third milestone report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone5: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the fourth milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone6: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the fifth milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone7: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the sixth milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone8: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the seventh milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone9: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the eights milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

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conditional on the provision of a justification and subsequent approval by TEMA. Moreover, following the receipt of such exceptional justification, TEMA may, at its own discretion, further request the Grantee to submit documentation regarding its financial status together with reasonable cash flow estimates. Any advance payment exceeding LYD250,000 shall be conditional on a financial guarantee of an amount equivalent to the advance payment.

Milestone10: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the ninth milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone11: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the tenth milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone12: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the eleventh milestone summary report and interim financial report on the use of Grant funds by [insert date in month-year format].

Milestone13: [insert LYD amount in figures and words], upon certification by LMAC of receipt and acceptance of the final milestone summary report that includes as annexes 1) demobilization report and 2) final socio-economic baseline assessment and final financial report on the use of Grant funds by [insert date in month-year format].

- A detailed narrative of the sequence of events through the life of the project;
- A statistical summary of all deliverables for the entirety of the project duration;
- Comments, explanations or suggestions, which may be relevant or necessary.

5.3 Choose one of the following two clause options. Option A deals with the situation where the Grantee has a bank account. Option B deals with the situation where the Grantee has no bank account. Please delete the clause which is not relevant.

Option A:

All payments to the Grantee shall be in LYDs, and shall be deposited into the Grantee's bank account in accordance with the one LMAC Supplier Profile form completed and submitted by the Grantee to LMAC.

or

Option B:

All amounts in this Article IV are expressed in LYDs but shall be paid to the Grantee in a local currency, calculated by reference to the UN rate of exchange as at the month and year of the payment. Payment amounts shall be paid in accordance with the payment schedule set out in article 5.2 by cheque to the representative of the Grantee authorized in writing by the Grantee to accept such payment on its behalf.

5.3.1 The amount of payment of such Grant funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

## 6. Reporting and Evaluation

6.1 The Grantee shall submit the following milestone reports during the life of this Agreement in the formats provided in Annex C, and in line with above Payment Schedule, (as per clause 5.2):

- a) To LMAC, financial reports on the use of Grant funds [insert frequency, e.g. six months]; and
- b) To [insert as applicable: LMAC or funding source/client], milestone narrative reports every [insert frequency].

6.2 Within 90 (ninety) calendar days of the end date specified in clause 3.2 above, the Grantee shall submit the following reports in the formats provided in Annex C:

- a) To LMAC, a final financial report on the use of Grant funds<sup>4</sup>; and
- b) To [insert as applicable: LMAC or funding source/client], the final narrative milestone summary report.

6.3 Failure to submit the reports specified in clause 5.2 without a due cause shall constitute a failure to fulfil a substantial obligation of this Agreement, in accordance with Article 15 of the General Conditions. The Grantee shall be deemed discharged from its obligation under this Agreement only upon the receipt and acceptance of the reports referred to in clause 5.2 and the return of any unspent funds in accordance with this Agreement.

## 7. Special Conditions

7.1 Paragraph 11 of the General Conditions (Annex D) is replaced in its entirety by the following:

### Types of Assets

11.1 This Agreement may include the use by the Recipient of the following four categories of assets:

- a) Category 1: An asset purchased not using funds in this Agreement. For greater clarity, this includes any separately identifiable assets leased to LMAC for the furtherance of the activities described in this Agreement.
- b) Category 2 (Non-expendable): An asset provided by LMAC or, purchased using funds in this Agreement, which has a value of at least LYD 1,000 at the time of purchase.
- c) Category 3 (Non-expendable): An asset provided by LMAC or purchased using funds in this Agreement, which has a value under LYD 1,000 at the time of purchase but is considered an attractive or special item.<sup>3</sup>
- d) Category 4 (Expendable): An asset provided by LMAC or purchased using funds in this Agreement,

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<sup>4</sup> For total grants above US\$ 50,000 a certified final financial report is required.

which is not included in Category 2 or Category 3.

11.2 All assets falling into Category 1 shall be clearly marked in a manner that allows such assets to be clearly differentiated from assets in Categories 2, 3 and 4. Category 1 assets remain the property of the Recipient at all times.

### **Use of Assets**

11.3 Assets falling into Categories 1, 2, 3 or 4 shall be used exclusively by the Recipient for the purposes of this Agreement. Breach of this clause shall constitute immediate grounds for the termination of this Agreement.

11.4 Assets falling into Categories 2, 3 or 4 remain the property of LMAC at all times but shall remain in the Recipient's custody. These assets are governed by the following right-of-use conditions:

3 This includes items such as detectors, projectors, satellite phones, computers, cameras, televisions, fax machines, and tape recorders. It also includes items that could pose a security risk if not properly stored or tracked. If the Recipient is unsure whether an asset is considered "attractive" or "special", the Recipient shall seek advice from LMAC.

- a) The right-of-use of these assets is revocable by LMAC at any time. LMAC may revoke the right-of-use with immediate effect and demand the prompt return of any or all asset(s) in a fit condition subject only to normal wear and tear. Any revocability of assets shall trigger an immediate discussion between the parties.
- b) The Recipient shall take out appropriate insurance coverage for the assets (including third-party liability), and LMAC may at any time request proof of such insurance.
- c) The Recipient shall be solely responsible for the asset(s), their conditions and their use, including compliance with regulations or laws for use in the locations indicated above and any third-party claims related to such use.
- d) The Recipient shall properly operate and maintain the asset(s) and bear all costs associated therewith. The Recipient shall be wholly responsible for the provision of a scheduled maintenance program and shall assume the costs of all spare parts, servicing and maintenance and repairs where necessary. The Recipient shall maintain proof of maintenance, including service records.
- e) The Recipient shall provide appropriate personnel to operate the asset(s). Any such person shall be duly qualified for operating the asset(s) and be licensed if so required in the territory of operation. The Recipient shall also provide appropriate death and disability insurance for any person responsible for operating any of the asset(s). LMAC undertake no responsibilities whatsoever in respect of life, health, accident, travel or any other insurance coverage of any person operating the asset(s).

### **Category 2 and 3 Assets: Inventory Management**

11.5 Where the Recipient Purchases Category 2 and 3 assets, the following information and supporting documents are required for each purchase:

- An invoice showing the following: cost of the asset, freight, insurance, installation, custom clearance, and any other related cost; date of purchase
- Receipt and inspection report
- Import documentation, if applicable
- Registration, if applicable

11.6 The Recipient shall provide LMAC with a report of all Category 2 and 3 assets. 11.7 The Recipient shall be responsible for inventory control in terms of reconciling and resolving any discrepancies between the physical inventory count and the existing inventory records. Information derived from physical inspections shall be reconciled with available records as soon as possible.

11.8 Recipient shall perform periodic inventory reconciliation to verify assets against existing inventory reports. The Recipient shall ensure a complete and accurate check of all assets and identify items, if any, that require further investigation or reconciliation.

#### **Disposal or Return of Category 2, 3 and 4 Assets**

11.9 Unless otherwise advised by LMAC, Category 4 assets shall automatically become the property of the Recipient at the end of the Agreement. The Recipient accepts such assets on an “as is” basis.

11.10 Within thirty days after the end of the Agreement, the Recipient shall provide LMAC with a consolidated inventory report. The Recipient may include a request for the future use of any asset in the Report, including a donation to the Recipient. Within the next thirty days, LMAC shall (a) concur with Recipient’s request, if applicable; (b) instruct the Recipient to dispose of the asset in a different manner, as specified by LMAC; or (c) instruct the Recipient to return the assets to LMAC’ custody. Prior to any assets being returned to LMAC, the asset(s) shall be jointly inspected by LMAC to ensure that they are operational and have been maintained to the satisfaction of LMAC. The Recipient is required to service and clean any assets prior to its return to LMAC.

11.11 Notwithstanding paragraph 11.10 above, the Recipient shall in any case return Category 2 and 3 assets within 90 days of the end of the Agreement.

#### **Loss, Damage and Theft of Category 2, 3 and 4 Assets**

11.12 Within 30 days of the damage, theft or other loss of a Category 2 or 3 asset, the Recipient shall provide LMAC with a comprehensive report regarding the circumstances. The following



documents shall be included in the Recipient's report, which shall be signed by the Recipient's Director:

- the circumstance of the incident;
- any negligence of personnel involved;
- supportive documentation (i.e. statement from personnel, photos, etc.);
- details related to the asset lost (description, quantity, serial number, purchase value);
- police report for the incident or an explanation why the police report cannot be obtained;
- estimated repair or replacement cost.

11.13 Where the Recipient is unable to provide the documents above due to circumstances beyond its control, it shall inform LMAC accordingly and propose alternate documentation or information.

11.14 After becoming aware of damage, theft or other loss of the asset, the Recipient shall use its best efforts to seek recovery under the applicable insurance.

11.15 Should negligence be established as the cause of the loss or damage to an asset, the greater of the replacement or the depreciated value of the asset (plus freight and insurance, as necessary) shall be deducted from Recipient's final payment or otherwise recovered.

## 8. Correspondence

8.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

<b>For LMAC:</b>  [insert name, address, e-mail, phone]	<b>For the Grantee:</b>  [insert name, address, e-mail, phone]
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8.2 Any notice given by LMAC or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in article 8.1 above.

## 9. Correspondence

9.1 All further correspondence regarding the implementation of this Agreement should be addressed to:

<b>For LMAC:</b>  [insert name, address, e-mail, phone]	<b>For the Grantee:</b>  [insert name, address, e-mail, phone]
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9.2 Any notice given by LMAC or the Grantee shall be sufficient only if in writing and delivered in person, mailed or delivered electronically to the respective addresses specified in article 8.1 above.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of LMAC and of the Grantee, have on behalf of LMAC and the Grantee, respectively, signed the present Agreement on the dates indicated below their respective signatures.

<b>FOR LMAC:</b>   <hr/> [insert name] [title], [office]  Date ( <b>mandatory</b> ):	<b>FOR THE GRANTEE:</b>   <hr/> [insert name] [title]  Date ( <b>mandatory</b> ):
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## ANNEX A

### TERMS OF REFERENCE:

Description and scope of grant activity/project

[To be drafted from the grantee's proposal]

#### NOTES:

1. The grantee will adhere to the timelines agreed in the grant agreement. Any activities that extend beyond the end of the grant will be at the grantee's own expense unless agreed with UNMAS.
2. The grantee is responsible for procuring explosives. UNMAS can on request assist with safe storage in explosive stores in Tawergha. The grantee will be responsible for onward transportation of the explosives to their operational locations. The grantee must establish a suitable secure explosive storage area in their area of operations, and temporary storage areas in any static (overnight) team sites.
3. The grantee will be responsible for the provision of all equipment and assets to fulfil the successful delivery of the grant. The grantee shall be responsible to arrange for the movement of all equipment into and out of Tawergha and subsequent internal movement. Costs will be borne by the grantee and should be budgeted for accordingly. Customs clearance and secondary clearance procedures (Communications, health, vehicle registration etc.) will be the responsibility of the grantee. The programme will endeavour to assist with the process but can make no guarantees as to the effectiveness or expediency of such assistance.

## ANNEX B

### GRANT BUDGET

[To be drafted from the grantee's proposal]

## ANNEX C

### REPORTING

[Specific formats to be determined]

C.1 Milestone report / final milestone summary report (narrative)

C.2. Financial report (on the use of grant funds)

C.3 Final financial report (on the use of grant funds)

#### NOTES:

The milestone reports must include one case study/success story showcasing a unique or interesting part of the intervention as an annex that can be used for donor visibility.

Reporting shall cover, at minimum, the following:

Outcome 1: Communities, including youth and women, benefit from training and employment opportunities as part of community stabilization initiatives.

Outcome 2: Explosive threat posed to communities living and working in identified areas of intervention has been reduced or eliminated.

Output	Targets
Tawergha, including youth and women, in Tawergha, have access to training and employment opportunities	Train and employ at least 35 people in technical and non-technical skills to enable community-based explosive clearance
Socio-economic status of the community is improved (pre- and post-assessments will be conducted in Tawergha)	At least 35 people provided with salaries and full employment
	Local procurement of goods and services from Tawergha up to LYD 20,000/month
Community-based clearance teams conduct a technical survey and manual mine clearance in IMSMA recorded hazardous areas along Tawergha	All mines that have been identified are destroyed in situ by community-based clearance teams.
	Carry out technical surveys of suspected hazardous areas along the Tawergha-Ethiopian border. Results of the technical survey will be recorded in IMSMA.
Surveys are conducted in the communities in affected areas to identify UXO/ERW. Any single items or small search tasks to be completed. Any larger sites, including minefields, are to be marked and recorded in IMSMA.	Disposal of explosive items carried out in affected communities along Tawergha border



## ANNEX D

### GENERAL CONDITIONS FOR GRANT SUPPORT AGREEMENTS

#### 1. Liability and General Obligations of Grantee

1.1 The Grantee shall be responsible for complying with any legal obligations incumbent on them.

1.2 The Grantee shall carry out all activities for which it is responsible under this Agreement with due diligence and efficiency.

1.3 LMAC shall not, under any circumstances or any grounds, be held liable in the event of a claim under the Agreement relating to any damage caused during the Activity's execution.

1.4 The Grantees shall make good any damage sustained by LMAC as a result of the execution or faulty execution of the Activity.

1.5 Subject to the express terms of this Agreement, it is understood that the Grantee shall have exclusive control over the administration and implementation of this Agreement and that LMAC shall not interfere in the exercise of such control. However, both the quality of the Grantee's work and the progress being made toward successfully achieving the goals of such activities shall be subject to review by LMAC. If at any time LMAC is not satisfied with the quality of work or the progress being made toward achieving such goals, LMAC may in its discretion (i) withhold payment of funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Grantee; and/or (iii) seek any other remedy as may be necessary. LMAC' determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Grantee insofar as further payments by LMAC are concerned.

1.6 LMAC undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person who may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be borne by the Grantee.

1.7 The rights and obligations of the Grantee are limited to the terms and conditions of this Agreement. Accordingly, the Grantee and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement from LMAC except as expressly provided in this Agreement.

#### 2. Intellectual Property Rights

2.1 All intellectual property rights, including but not limited to maps, drawings, photographs, mosaics, plans, manuscripts, records, reports, recommendations, estimates, documents, images, sounds and other materials, except pre-existing materials, publicly or privately owned, collected, created, developed or prepared as a consequence of or in the course of the performance of this Activity, shall become the sole property of the Funding Source, unless otherwise stipulated in the Project Agreement.

2.2 The Grantee shall hold harmless and fully indemnify LMAC from and against all claims and proceedings for infringement of any patent rights, design trademark or name or other protected rights resulting from Grantee's performance.

### **3. Confidentiality**

3.1 LMAC and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to the activity that is deemed or classified as confidential, where disclosure could cause prejudice to the other party.

### **4. Allowable Costs**

4.1 The Grantee shall be reimbursed for costs incurred in carrying out the purposes of this Agreement which are determined by LMAC to be reasonable, allocable, and allowable in accordance with the terms of this Agreement. The following definitions of what may be considered as reasonable, allocable, and allowable costs apply:

- a) Reasonable: shall mean those costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business.
- b) Allocable costs: shall mean those costs which are incurred specifically in connection to the Agreement, and are provided in the estimated budget at Annex B.
- c) Allowable costs: shall mean those costs which conform to any limitations in the Agreement.

4.2 The reasonable, allocable and/or allowable costs must be incurred during the period of the Agreement, specified in Article 3 of the Agreement, and recorded in the Grantee's accounts in accordance with accepted accounting procedures.

4.3 Prior to incurring a questionable or unique cost, the Grantee shall obtain LMAC's written determination on whether the cost will be allowable.

4.4 It is LMAC policy that no funds shall be paid as profit or fee to a Grantee under this Agreement or any sub-Grantee. This restriction does not apply to contractual relationships entered into by the Grantee under this Agreement.

### **5. Accounting, Audit and Records**



5.1 The Grantee undertakes to provide any detailed information requested by LMAC to verify that the Activity and the provisions of the Agreement are being properly implemented.

5.2 Prior Grantee shall maintain all financial records, supporting documents, statistical records and all other records pertinent to this Agreement in accordance with generally accepted accounting principles [or applicable national legislation] to sufficiently substantiate charges to this Agreement. Accounting records that are supported by documentation will as a minimum be adequate to verify all costs incurred under the Agreement, receipt, and use of goods and services acquired under the Agreement, the costs of the program supplied from other sources, and the overall progress of the program. Unless otherwise notified, the Grantee's records and sub-Grantee records which pertain to this Agreement shall be retained for a period of seven years from the date of submission of the final financial report and may be audited by LMAC and/or its representatives.

5.3 The Grantee shall furnish, compile and make available at all times to LMAC any records or information, oral or written, which LMAC may reasonably request in respect of the funds received by the Grantee.

5.4 LMAC shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending LMAC funds.

5.5 The Grantee shall allow LMAC staff and outside personnel (including third party entities engaged by LMAC) the appropriate right of access to sites and premises of the Activity, and to all records and information required in order to conduct a financial review or audit.

5.6 This provision in its entirety shall be incorporated into all sub-grants to eligible sub-Grantees which exceed USD 30,000. Sub-grants to eligible sub-Grantees which are for more than USD 2,500 but less than USD 30,000 shall at a minimum incorporate article 5.2 of this provision.

## **6. Bank accounts, Payment Advances and Refunds**

6.1 The Grantee shall maintain advances of LMAC funds in dedicated and separate accounts to the Grantee's ordinary funds. Such accounts must be interest bearing, unless:

- a) The Grantee receives less than \$100,000 in LMAC awards per year;
- b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$250 per year on LMAC cash balances; or
- c) The depository would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account.

6.2 Interest earned on advances will be remitted to LMAC. However, the Grantee may retain up to \$250 of interest earnings per account per year, for administrative expenses.

6.3 At the time the Agreement expires or is terminated, the following types of funds shall immediately revert to LMAC:

(a) Any balance of funds that have not been disbursed to the Grantee; or (b) LMAC has advanced funds to the Grantee, but the Grantee has not expended them.

6.4 Notwithstanding 6.3 above, funds which the Grantee has obligated in legally binding transactions applicable to this Agreement will not revert to LMAC.

6.5 LMAC reserves the right to require refund by the Grantee of any amount which the Grantee did not spend in accordance with the terms and conditions of this Agreement. In the event that a final audit has not been performed prior to the closeout of this Agreement, LMAC retains the right to a refund until all claims which may result from the final audit have been resolved between LMAC and the Grantee.

6.6 The Grantee acknowledges that LMAC and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to LMAC or if this Agreement is rescinded, the Grantee acknowledges that LMAC will have no further obligation to the Grantee as a result of such return or rescission.

## **7. Revision of Agreement Budget**

7.1 The approved Agreement budget is the financial expression of the Grantee's programme as approved during the award of the Agreement process.

7.2 The Grantee is required to report, in writing, deviations from budget and programme plans, and request prior approvals from LMAC for any of the following reasons:

- d) To change the scope of the objectives of the programme and/or revise the funding allocated among project objectives.
- e) To change a key person were specified in the Agreement, or allow a 25% reduction in time devoted to the project.
- f) Additional funding is needed. (d) Where indirect costs have been authorized, the Grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.
- g) The Grantee intends to contract or sub-grant any of the work under this Agreement, and such contracts or sub-grants were not included in the approved Agreement budget.

7.3 The Grantee is further restricted from transferring funds among cost categories. The Grantee is required to get the prior approval of LMAC before making budget shifts which expect to exceed 50 % of the total Grant budget.

7.4 LMAC is under no obligation to reimburse the Grantee for costs incurred in excess of the total grant amount specified in this Agreement. An increase to the total grant amount shall require an amendment to the Agreement in writing.

7.5 The total grant amount under this Agreement is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Grantee in the performance of the activities under this Agreement.

## **8. Procurement of Goods and Services**

8.1 Where the implementation of the activity requires the award of procurement contracts, the Grantee shall maintain a written code or standards of conduct that shall govern the performance of its employees engaged in the awarding and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by LMAC funds if a real or apparent conflict of interest would be involved. Such conflict would arise when the employee, officer or agent, or any member of the employee's immediate family, the employee's partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Grantee shall neither solicit nor accept gratuities, favours, or anything of monetary value from contractors or parties to sub-agreements. However, the Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.

8.2 The Grantee shall establish written procurement procedures if procurement of goods or services in excess of USD 2,500 is envisaged under this Agreement. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practicable, transparent, open and free competition and the use of resources in an ethical, efficient and effective manner. The Grantee shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contracts shall be made to the offeror whose offer is responsive to the solicitation and is most advantageous to the Grantee, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror shall fulfil in order to be evaluated by the Grantee. Any and all offers may be rejected when it is in the Grantee's interest to do so.

8.3 Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, a record of past performance, financial and technical resources, or accessibility to other necessary resources.

8.4 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the contractor.

## **9. Sub-Grant Agreements**

9.1 Sub-grant agreements shall be made only with responsible Grantees who possess the potential ability to perform successfully under the terms and conditions of a proposed agreement. Consideration shall be given to such matters as integrity, a record of past performance, financial and technical resources, or accessibility to other necessary resources.

9.2 All sub-grant agreements shall at a minimum contain provisions to define a sound and complete agreement in addition to those that are specifically required by any other provisions in this Agreement. Whenever a provision within this Agreement is required to be inserted in a sub-agreement, the Grantee shall insert a statement in the sub-agreement that in all instances where LMAC is mentioned, the Grantee's name will be substituted.

9.3 Grantees shall ensure that the conditions applicable under these General Conditions are also applicable to the sub-grantees.

## **10. Third-Party Claims**

The Grantee shall be solely liable for claims by third parties arising from the Grantee's acts or omissions in the course of performing this Agreement and under no circumstances shall LMAC be held liable for such claims by third parties. The Grantee shall indemnify, defend, save and hold LMAC harmless in respect of such claims. This indemnity shall survive the termination or expiration of the Agreement.

## **11. Non-expendable equipment**

11.1 Title to all non-expendable equipment purchased with project funds supplied by LMAC shall be the property of the Funding Source.

11.2 The Grantee shall maintain records of non-expendable equipment with an acquisition value of USD 500 or more purchased with project funds supplied by LMAC. The Grantee will submit an inventory of such equipment to LMAC attached to each milestone report, indicating description, serial no., date of purchase, original cost, present condition and location of each item. Equipment purchased by the Grantee with funds supplied by LMAC shall be used solely for the purposes indicated in Annex B throughout the duration of this Agreement.

11.3 Within 90 calendar days after the end of the Agreement, the Grantee will provide a list, for LMAC' review and approval, of each item that has an acquisition value of USD 500 or more, with a corresponding detailed proposal relating to the future status of that item, namely whether it is

intended for sale, transfer or donation. Where the Grantee sells the property or item, it will transfer the proceeds of the sale to LMAC within 30 calendar days.

## **12. Anti-corruption**

12.1 The Grantee warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of this Agreement or the award thereof to any representative, official, employee, or another agent of LMAC or any organization of the UN system.

12.2 The Parties declare their commitment to counteract corrupt practices in the execution of this Agreement. Further, the Parties commit themselves not to accept, either directly or indirectly, as an inducement or reward in relation to the execution of this Agreement, any kind of offer, gift, payments or benefits, which would or could be construed as a corrupt practice.

## **13. Anti-terrorism**

13.1 The Grantee agrees to undertake all reasonable efforts to ensure that none of the LMAC funds received pursuant to this Agreement is used to provide support to individuals or entities associated with terrorism and that the Grantee or any sub-grantees of any amounts provided by LMAC hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

## **14. Suspension**

14.1 Whenever LMAC considers that the Grantee is not performing to a satisfactory standard, LMAC may suspend, in whole or in part, the Activity under the Agreement in order to renegotiate and/or propose necessary amendments to the Agreement to redress the situation. When LMAC suspends the Activity, in whole or in part, it must give immediate written notice to the Grantee, detailing the problems and the conditions required to reinstate the Activity.

14.2 The suspension will take effect on the date the Grantee receives the notification. 14.3 Upon receipt of a suspension notice, the Grantee shall not incur any costs relating to the Activity, or part of the Activity, which has been suspended.

14.4 The Activity, in whole or in part, which has been suspended, can be resumed once LMAC and the Grantee have agreed on the terms of the continuation (including any extension of the duration of the Activity). Any such agreement shall be in the form of a written amendment to the Agreement, pursuant to Article 16 of the General Conditions.

14.5 Any portion of this Agreement not suspended shall remain in full effect.

## **15. Termination**

15.1 LMAC may terminate this Agreement at any time, in whole or in part, upon 14 calendar days' written notice to the Grantee, whenever it is determined that the Grantee has failed to fulfil a substantial obligation incumbent on it, under the terms and conditions of the Agreement, or where sufficient funds have not been made available to LMAC by its funding sources.

15.2 This Agreement may be terminated at any time, in whole or in part, by LMAC with the consent of the Grantee. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial termination, the portion of the Agreement to be terminated. The agreement to terminate shall be set forth in a letter from LMAC to the Grantee.

15.3 LMAC may terminate this Agreement or portion of this Agreement with immediate effect upon written notice to the Grantee if it determines that corrupt, fraudulent or misrepresentative practices were engaged in by representatives of the Grantee during award or during the execution of this Agreement without the Grantee having taken timely and appropriate action satisfactory to LMAC to remedy the situation.

15.4 Upon receipt of and in accordance with a termination notice as specified above, the Grantee shall take immediate action to minimize all expenditures and obligations financed by this Agreement and shall cancel such unliquidated obligations whenever possible. Except as provided below, the Grantee shall not incur costs after the effective date of termination.

15.5 The Grantee shall within 30 calendar days after the effective date of such termination repay to LMAC all unexpended LMAC funds which are not otherwise obligated by a legally binding transaction applicable to this Agreement. Should the funds paid by LMAC to the Grantee prior to the effective date of the termination of this Agreement be insufficient to cover the Grantee's obligations in the legally binding transaction, the Grantee may submit to LMAC within 90 calendar days after the effective date of such termination a written request for payment covering such obligations. LMAC shall determine the amount(s) to be paid by LMAC to the Grantee under such claim in accordance with this Agreement. This provision must be included in all sub-agreements.

15.6 Any portion of this Agreement not terminated shall remain in full effect.

## **16. Amendment**

No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

## **17. Dispute Resolution**

Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

## **18. Privileges and Immunities**

Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations and/or LMAC.





