

# SUPPORTING HLP-SENSITIVE CCCM INTERVENTIONS IN INFORMAL SITES IN NW SYRIA

## HLP DUE DILIGENCE GUIDANCE



Prepared by IOM on behalf of CCCM Cluster, Turkey hub, December 2019

### Background and Aim

In north west Syria, CCCM interventions often target informal, self-settled IDP sites, including with infrastructure works.<sup>1</sup> Some of these sites are often established on land to which occupants have no legal claim.<sup>2</sup> This brings up a host of housing, land and property (HLP) challenges, especially as CCCM interventions often have a significant impact on the land. Key HLP challenges include the lack of authorization of the land-owner(s) to use the land, threats of evictions of beneficiaries, and/or the levying of fees by 'fake' owners or armed groups for land use.

Providing infrastructure assistance without obtaining authorization for the intervention from the rightful owner(s) may contribute to dispossession of landowners, forced evictions of beneficiaries, and court cases against CCCM actors, as well as the consolidation of conflict-related land grabbing. For this reason, **HLP due diligence has to be conducted before activities are started** to clarify ownership and rights to use for land that will be used for project activities. Taking into account the lack of formal legal frameworks and land administration structures in NW Syria, this briefing note aims to assist cross-border CCCM actors in the due diligence process. The checklists included below are a simplification of the NRC Due Diligence Forms.<sup>3</sup>

### Definition: Housing, Land and Property (HLP)

Housing, land and property (HLP) refers to the right to adequate housing and the right to protection from forced eviction. All persons, whether they are owners or occupiers, are entitled to enjoy security of tenure that guarantees legal protection from forced eviction, harassment and other threats.<sup>4</sup> HLP rights enshrined in international law include the right to adequate housing, the right to security of tenure and protection against forced eviction and the right to non-discrimination in accessing HLP rights.

### HLP Due Diligence

Due Diligence is a process of research, analysis and monitoring to ensure the protection of HLP rights throughout the program cycle. This requires a double focus: To 1) identify rightful landowner(s) of the land and obtain their consent prior to any intervention, and 2) provide the greatest degree of tenure security to beneficiaries feasible in the given context ('secure enough' approach).

The widespread displacement and legal vacuum in NW Syria, however, makes it very difficult to verify ownership and claims, and legal proof of registered land ownership is often not available.<sup>5</sup> Conducting HLP Due Diligence supports CCCM actors planning to implement infrastructure works in informal IDP sites in NW Syria in upholding HLP rights of land owners; thus reducing the likelihood that these interventions cause or contribute to land disputes. This in turn will ensure that donor assistance is utilised in a way that protects rights and complies with Do No Harm principles.

1 These include construction of WASH facilities and sewage networks, establishment of water networks and communal kitchens, digging of rain drainage systems, construction of concrete foundations for spaces such as warehouses, full or partial paving or gravelling of camps, and establishments of roads and pathways.

2 NRC. 2016. Briefing Note: HLP in the Arab Syrian Republic.

3 Norwegian Refugee Council (NRC) Due Diligence Community Level and Due Diligence Building/Land Plot level.

The author express their gratitude for NRC's support.

4 <https://emergency.unhcr.org/entry/226914/housing-land-and-property-hlp>

5 See Annex 1 for an overview of key HLP challenges in NW Syria.

## Preparedness and Planning:

### Objective: Understand the Land Context in the Intervention Area

#### Step 1. Mapping of local HLP actors:

To understand the HLP context, establish which de facto authorities (including local councils and/or courts) are in charge of land and property administration. Establish whether the local Land Registry is still documenting transactions.<sup>6</sup> Reach out to local representatives such as mukhtars, imams, religious leaders and community elders to understand who they see as key actors<sup>7</sup> of land administration. If possible, share a list of identified key HLP actors, their respective role and contact details (if their consent is provided) among your team and the CCCM Cluster.<sup>8</sup>

#### Step 2. HLP Due Diligence on Community Level:

Identify land-related concerns and challenges in the community before any intervention through a pre-intervention Due Diligence assessment with a minimum of three community leaders from the identified network of local HLP actors (see Annex II. Diligence Checklist). An overview of key HLP concerns in NW Syria is provided in Annex 1.

## Before Implementation:

### Objective: Ensure sufficient Certainty around Land Rights to specific Site/Land Plot

#### Step 3. HLP Due Diligence for Specific Plot of Land:

The HLP ownership situation over the land in question needs to be clear BEFORE any work can begin. Public land (state ownership) in NW Syria is managed by different de facto institutions. In Idlib Governorate, approval for land use is usually required from Salvation Government's General department for Humanitarian Affairs (GDHA). It is however always important that humanitarian actors independently assess the nature of the land, not matter if it is public or private.. This is done by consulting the owner(s) as well as local de facto authorities, mukhtars, religious leaders, community elders and neighbours on community and plot level (see Annex II and III). In addition, the following applies:

- **If the owner is present:** Ask the landowner for proof of legal identity and available documentation (e.g. tabu, court decision, power of attorney, sale contract etc).<sup>9</sup> If the owner does not have an ID, their legal identity should be confirmed by at least two community representatives. If legal identity cannot be ascertained, do not proceed with planned intervention.
- **If the owner is absent:** Obtain a copy of the owners' ID or any other document providing identity such as Individual Record Statement from relatives or the local mukhtar. Arrange a video call with the owner to receive official authorization for the intervention, which will also allow you to check if the person is the same as on the ID. If the owner cannot be contacted and/or contacting the owner could put him or her at risk, do not proceed with the intervention in this location.
- **If the land consists of shares/has multiple owners:** As per the law,<sup>10</sup> landowners with at least  $\frac{3}{4}$  of the total share can make decisions over the entire land. If no owner(s) owns more than  $\frac{3}{4}$  of the shares, each owner has to be identified and provide separate authorization before the intervention can begin. If an owner with at least  $\frac{3}{4}$  of the share does not endorse the intervention, do not proceed.

<sup>6</sup> Note that there are uncertainties regarding the legal value of registration carried out in NW Syria as a result of Legislative Decree 11/2016 regarding the suspension/non-recognition of real estate registration in land registries that were closed due to an emergency situation.

<sup>7</sup> What are considered key actors are not necessarily recognised by Syrian law.

<sup>8</sup> Development of a template to capture this information is recommended.

<sup>9</sup> It is strongly recommended to ensure legal expertise among CCCM staff to ascertain authenticity and applicability of any documentation provided.

<sup>10</sup> Syria Civil Law, Article 784 and Article 787

## Before Implementation:

In light of all the information obtained, through community verification, documents submitted (if any), and interviews of alleged owner(s), the CCCM actor should then determine whether there is enough legal certainty to carry out this specific project as planned or if a shift to another location is required.

**Humanitarian actors should categorically refrain from renting and buying land seeing the absence of an internationally recognized, legal framework in NW Syria.**

**Objective: Ensure sufficient Certainty around Land Rights to specific Site/Land Plot**

### Step 4. Signature of Land Use Agreement

Upon clearing the land for intervention, a land use agreement must be signed by your organisation with the owner(s) (for private land) or local council (for public land) to ensure that HLP rights of both the owner(s) and IDPs are upheld. A Land Use agreement template in Annex IV outlines minimum provisions and suggested signatories.

## During Implementation; Monitoring & Evaluation:

### Step 5. Follow up any HLP issues that arise during implementation / Information Sharing:

The HLP ownership situation over the land in question needs to be clear BEFORE any work can begin. Public land (state ownership) in NW Syria is managed by different de facto institutions. In Idlib Governorate, approval for land use is usually required from Salvation Government's General department for Humanitarian Affairs (GDHA). It is however always important that humanitarian actors independently assess the nature of the land, not matter if it is public or private.. This is done by consulting the owner(s) as well as local de facto authorities, mukhtars, religious leaders, community elders and neighbours on community and plot level (see Annex II and III). In addition, the following applies:

**Objective: Be ready to address Land Issues as they Arise**

### Step 6. Integrate HLP-relevant questions into post-implementation monitoring:

E.g. Beneficiaries: Did you witness any land disputes? Have you been threatened with forced eviction? Were you asked to pay rent in exchange for your continued stay in the site?

E.g. Camp managers (in case where camp managers are neutral): Did you witness any land disputes? Are you aware of IDPs being asked to pay rent? If public land, did the local council make additional demands in return for land use? Have there been any forced evictions from the site?

Housing, land and property rights have been violated consistently since the beginning of the Syrian conflict. This comes on top of layers of historical HLP grievances. Key HLP dynamics include<sup>11</sup>:

- **Destruction of property and infrastructure**

The conflict has resulted in massive damage and destruction of residential and commercial areas, including essential infrastructure and services. The 2018 Protection Needs Overview (PNO) found that, in assessed communities where key informant cited HLP issues, 57% of the covered communities reported at least some damage to their land or property.

- **Emergence of new authorities dealing with HLP**

As the former legal system has been severely disrupted by the war, NW Syria has witnessed the emergence of new authorities dealing with HLP, often not consistent with each other and issuing different kinds of documents. The Syrian government does not recognize these as valid.

- **Undocumented and illegal HLP transactions and fraudulent property documentation**

HLP transactions in areas under opposition control are no longer registered through the formal state process, even if these were legitimate and entered into by both parties out of their free will.

- **HLP disputes, in particular around rental agreements and inheritance issues**

In the 2018 PNO, in 81% of covered communities reported disputed ownership to land or property, 60% reported unlawful occupation, and 56% reported looting of private property.<sup>13</sup>

- **Tensions between IDPs and host community members over access to land:**

In affected areas, the population influx has put stress on limited resources, and secondary occupation of land and houses has become widespread, often by populations that are themselves displaced.

- **Lack or loss of HLP documents**

Property documentation in Syria is extremely diverse and includes the formal title deed (tabu), real estate record statement, court decision, power of attorney for property sale, sale and lease agreements. A 2017 NRC study found that only 25%

of surveyed households in NW Syria possessed a property deed (tabou) in good condition, whilst 30% possessed a court decision as proof of ownership.<sup>14</sup> This lack of documentation is aggravated by the widespread destruction of cadasters and court records.

- **Very weak tenure security, with multiple displacements being the norm for most IDPs**

Most displaced households in NW Syria are displaced more than once: in 2017, IDPs reported to have been displaced four times since the beginning of the conflict, a number which has further increased since.<sup>15</sup> In addition to security, housing and shelter are the most commonly cited reasons for continued displacement.

- **Prevalence of informal, self-settled site sites / lack of adequate shelter**

Many IDPs live in informal settlements often established by the IDPs themselves. These settlements are often overcrowded and constructed on land to which occupants have no legal claim.<sup>16</sup> Based on the latest information available from the CCCM Cluster, there are 325 documented Informal Settlements/Sites hosting approximately 471,977 IDPs/89,161 families in northern Syria where HLP ownership has not been verified. Exploitation of the IDP population is very common.

- **Absentee landowners/landlords and competing ownership claims**

The displacement and absence of the original owners in many parts of NW Syria appears to have enabled many cases of record falsification, including the use of forged documents to carry out the sale and transfer of property to new owners.

- **Secondary occupation of property without the consent of the original owner**

As in most situations of large-scale displacement, secondary occupation of houses and land left behind by IDPs and refugees is widespread. This is not only a matter of other IDPs, conflict-affected populations or unorganized opportunists moving in or onto empty plots, houses or apartments, but it is also caused by targeted and/or politically motivated confiscations.

<sup>11</sup> Adopted from HLP Technical Working Group paper. 2019.

<sup>12</sup> UN High Commissioner for Refugees (UNHCR), Protection Cluster, Syrian Arab Republic: Whole of Syria Protection Sector – 2018 Protection Needs Overview (October 2017), p. 49

<sup>13</sup> Ibid.

<sup>14</sup> NRC. 2017. Displacement, HLP and civil documentation in NW Syria.

<sup>15</sup> NRC. 2017. Displacement, HLP and civil documentation in NW Syria.

<sup>16</sup> NRC. 2016. Briefing Note: HLP in the Arab Syrian Republic.

**Purpose:** This checklist is designed to help identify, as early as possible, potential land-related concerns and challenges in the community prior to any intervention. The questions should be asked to at least 3 community leaders such as the local council, mukhtar and community elders, assuming that the staff member feels safe to do so. If not, this may be in itself an indicator that land issues in this community are very sensitive and the intervention should not go forward. All answers need to be documented for accountability purposes, including details of who provided the information and the date it was provided.

Red Flags are listed in the **Exclusion Criteria column** ranked in severity from **1 (lowest)** to **3 (highest)**. Any **3** means that the intervention cannot move forward in this community. More than two '2'; if not resolved, also indicates that the intervention in this community has to be reconsidered/relocated.

Location: \_\_\_\_\_ Date: \_\_\_\_\_ Name/Position of staff member: \_\_\_\_\_  
(Governorate/District/Sub-district/Village or Community/add GPS coordinates if possible)

Information Needed	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
<b>1. Ownership</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
1.1. Are land rights clear and respected in this community (i.e. everyone knows who owns what)?	<input type="checkbox"/> Clear <input type="checkbox"/> Not clear <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Clear <input type="checkbox"/> Not clear <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Clear <input type="checkbox"/> Not clear <input type="checkbox"/> Other (specify):	..... ..... .....	Land rights in the community are not clear (2) <input type="checkbox"/> Yes <input type="checkbox"/> No
1.2. Are lands in this area formally documented or not?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	
<b>2. Land Administration</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
2.1. Which law(s) is/are applicable in the area?	.....	.....	.....	.....	
2.2. Which entities control access to/use of land in the area?	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Armed group <input type="checkbox"/> Camp management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Armed group <input type="checkbox"/> Camp management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Armed group <input type="checkbox"/> Camp management <input type="checkbox"/> Other (specify):	..... ..... ..... ..... .....	Land is controlled by armed group (3 – NO GO) <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Documentation</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
3.1. Do most people in this community have documents proving land use/ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	

Information Needed	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
<b>3. Documentation</b>					
	IN.1	IN.2	IN.3		
3.2. If so what kind of documents are most common?	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Real Registry record statement <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Real Registry record statement <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract <input type="checkbox"/> Real Registry record statement <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	..... ..... ..... ..... ..... .....	
3.3. Are lands in this area formally documented or not?	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract – formally registered <input type="checkbox"/> Written contract – unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract – formally registered <input type="checkbox"/> Written contract – unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Oral contract <input type="checkbox"/> Written contract – formally registered <input type="checkbox"/> Written contract – unregistered <input type="checkbox"/> Court verdict <input type="checkbox"/> Power of attorney <input type="checkbox"/> Other (specify):	..... ..... ..... ..... ..... .....	
<b>4. Disputes and Dispute Resolution</b>					
	IN.1	IN.2	IN.3		
4.1. Are disagreements over land ownership common?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	
4.2. How are disputes currently resolved in this community?	<input type="checkbox"/> Local council <input type="checkbox"/> Local court <input type="checkbox"/> Community leaders <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Local court <input type="checkbox"/> Community leaders <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Local court <input type="checkbox"/> Community leaders <input type="checkbox"/> Family mediation <input type="checkbox"/> Tribal mediation <input type="checkbox"/> Other (specify):	..... ..... ..... ..... ..... .....	Land ownership disputes are common (2) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.3. What authorities are involved in resolving land disputes?	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	..... ..... ..... ..... .....	

Information Needed	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
<b>4. Disputes and Dispute Resolution</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
4.4. Are decisions related to land usually respected?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Decisions related to land are not respected <b>(3 – NO GO)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
4.5. Are dispute resolution mechanisms accessible for all, including IDPs, host, women?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Current dispute resolution mechanisms are not accessible for all <b>(2)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. Safety and Security</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
5.1. Is the community prone to floods or other natural hazards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Community is prone to natural hazards <b>(1)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
5.2. Is the community exposed to military action, including explosive remnants of war (ERVs)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Community is exposed to or close to military action <b>(3 – NO GO)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Date and Source of information</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
Information key informant:	..... ..... .....	..... ..... .....	..... ..... .....		
Additional remarks:	..... ..... .....				
Staff final recommendation:	<input type="checkbox"/> I recommend that [Name of the agency] implement activities in the [Name of the village] as no major issue raised in the Due diligence exercise. <input type="checkbox"/> I don't recommend implementing activities in this community because of the following exclusion criteria found during the assessment: Justification: ..... ..... .....				

Signed [Staff]: \_\_\_\_\_ Date: \_\_\_\_\_ Checked by [Manager]: \_\_\_\_\_ Date: \_\_\_\_\_

**Purpose:** This checklist is designed to detect land-related concerns and challenges on plot level and to come to a decision whether to proceed with the intervention in this specific site. If a site consists of more than one plot, the form has to be filled in for each one. A copy of any document mentioned in the form has to be attached to the form for the manager's review.

**Key Informant section:** Consult with a representative of the de facto local authority and at least 2 other long-term residents, including community representatives and immediate neighbors, to verify ownership claims to the specific plot of land.

**Private owner(s)/de facto authorities section:** In addition to the KI questions, a specific set of questions (indicated below) has to be asked directly to the owner(s) in case the plot concerned is privately owned, and to the de facto local authorities in charge if it is public land.

Red Flags are listed in the **Exclusion Criteria column** ranked in severity from **1 (lowest)** to **3 (highest)**. Any **3** means that the intervention cannot move forward in this community. More than two '**2**'; if not resolved, also indicates that the intervention in this community has to be reconsidered/relocated.

Name of Site: \_\_\_\_\_ Date: \_\_\_\_\_ Name of staff member: \_\_\_\_\_  
(Governorate/District/Sub-district/Village or Community)

Key Informants:	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
1. Ownership	IN.1	IN.2	IN.3		
1.1. Is the land privately or publicly owned?	<input type="checkbox"/> Public <input type="checkbox"/> Private	<input type="checkbox"/> Public <input type="checkbox"/> Private	<input type="checkbox"/> Public <input type="checkbox"/> Private	..... .....	
1.2. Is the land formally registered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Disagreement whether land is public or private (2)
1.3. Who is the supposed owner?	Full name of owner: ..... .....	Full name of owner: ..... .....	Full name of owner: ..... .....	..... ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4. Are there any competing ownership claims to the land?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Owner is absent and has not designated authorized representative (3 – NO GO)
1.5. If the owner is absent, is any other actor authorized to take decisions regarding the land?	<input type="checkbox"/> Auth. Yes: <input type="checkbox"/> Auth. No: <input type="checkbox"/> If Yes, who?	<input type="checkbox"/> Auth. Yes: <input type="checkbox"/> Auth. No: <input type="checkbox"/> If Yes, who?	<input type="checkbox"/> Auth. Yes: <input type="checkbox"/> Auth. No: <input type="checkbox"/> If Yes, who?	..... ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
What proof exists of this?	<input type="checkbox"/> Power of attorney <input type="checkbox"/> In writing <input type="checkbox"/> Through video call <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Power of attorney <input type="checkbox"/> In writing <input type="checkbox"/> Through video call <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Power of attorney <input type="checkbox"/> In writing <input type="checkbox"/> Through video call <input type="checkbox"/> Other (specify):	..... ..... ..... .....	

Information Needed	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
<b>1. Ownership</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
1.6. Are the boundaries of the land clear?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Land borders are disputed (2) <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. Disputes</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
2.1. Has there currently a dispute over this land affecting land use?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Current dispute over the land affecting use (3 – NO GO) <input type="checkbox"/> Yes <input type="checkbox"/> No
2.2. Are dispute resolution mechanisms available to beneficiaries to resolve any disputes that may arise?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Dispute resolution mechanism not available for BNFs (2) <input type="checkbox"/> Yes <input type="checkbox"/> No
2.3. If yes, what are they?	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Local council <input type="checkbox"/> Sharia court <input type="checkbox"/> Community leaders <input type="checkbox"/> Camp Management <input type="checkbox"/> Other (specify):	..... ..... ..... ..... .....	
<b>3. Safety and Security</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
3.1. Is the community prone to floods or other natural hazards?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	
3.2. Is the community exposed to or close to military action, including contamination with ERWs?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other (specify):	..... ..... .....	Site is exposed to or close to military action (3 – NO GO) <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. Host / IDP relations</b>	<b>IN.1</b>	<b>IN.2</b>	<b>IN.3</b>		
4.1. How does the community feel about the current or proposed use of the land?	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral	<input type="checkbox"/> Positive <input type="checkbox"/> Negative <input type="checkbox"/> Neutral	..... ..... .....	

Information Needed	Information obtained			Findings <small>(written summary)</small>	Exclusion Criteria
Additional Remarks	IN.1	IN.2	IN.3		
A.R. Are you sufficiently certain that there is enough legal certainty over the ownership of the land, and that with authorization of the owner the intervention should proceed?	<input type="checkbox"/> Yes <input type="checkbox"/> No Justify your response: ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No Justify your response: ..... .....	<input type="checkbox"/> Yes <input type="checkbox"/> No Justify your response: ..... .....	..... ..... ..... .....	2 or more KIs are not sufficiently certain <b>(3 – NO GO)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
Date and Source of information	IN.1	IN.2	IN.3		
Information key informant:	..... ..... .....	..... ..... .....	..... ..... .....		

Private owner(s) / De Facto Authority <small>(delete as appropriate)</small>	Information obtained		Findings <small>(written summary)</small>	Exclusion Criteria
1. Documentation:				
1.1. Is this land formally registered in the owner’s name?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other (specify): ..... .....	..... .....	
1.2. What documents are available to prove ownership and/or user rights? (Please attach a copy of all available documentation)	<input type="checkbox"/> Tabou <input type="checkbox"/> Court decision <input type="checkbox"/> Sale contract	<input type="checkbox"/> Real Registry record statement <input type="checkbox"/> Other (specify): ..... .....	..... ..... .....	Mortgage or debt on the land <b>(3 – NO GO)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
1.3. <b>Private Land:</b> Is there any mortgage, debt, equitable lien or loan on the land at the moment?	<input type="checkbox"/> None <input type="checkbox"/> Mortgage <input type="checkbox"/> Debt	<input type="checkbox"/> Equitable Lien <input type="checkbox"/> Loan <input type="checkbox"/> Other (specify): ..... .....	..... ..... .....	
2. Disputes and Dispute Resolution				
2.1. Is there currently a dispute concerning this piece of land, affecting its land use?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other (specify): ..... .....	..... ..... .....	Current disputes over land affecting its use <b>(3 – NO GO)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

Private owner(s) / De Facto Authority <small>(delete as appropriate)</small>	Information obtained	Findings <small>(written summary)</small>	Exclusion Criteria
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2. Disputes and Dispute Resolution

2.2. If a dispute occurs, what mechanisms are in place to deal with them? .....

3. Beneficiary Security of Tenure

3.1. How long will the owner (private land) or local council (public land) allow IDPs to stay on the land without charge? ..... Months ..... Min. duration of 12 months is not provided **(3 – NO GO)**  
 Yes  No

3.2. Does the owner (private land) or local council (public land) agree to sign a Land Use Agreement including committing to a minimum 12 month duration of stay for IDPs? <sup>17</sup>  Yes  Other (specify): ..... Owner does not agree to sign Land Use Agreement **(3 – NO GO)**  
 No  Yes  No

Date and Source of information

Information Owner/De facto authorities representative: .....

Based on this Due Diligence assessment, the following course of action is recommended:

- The planned intervention can be implemented as planned and I am confident based on the above analysis and attached documents that:
  - Relevant community leaders and authorities in the area for the proposed intervention have been consulted and confirmed nature of the land and ownership,
  - Rightful owner/party who can authorize use of the land has provided authorization for land use and land use agreement has been signed,
  - There is no mortgage or debt on the land,
  - There are currently no disputes affecting the use of land,
  - The land is not exposed to current military action/sufficiently away from frontlines,
  - Local dispute resolution mechanisms are understood and accessible to beneficiaries,
  - Beneficiaries' right to stay on the land for at least 12 months has been guaranteed by the owner and included in the land agreement.
- There are outstanding issues related to property and / or land and before we begin the intervention, the following issues must be addressed:
- There are outstanding issues related to property and / or land and the intervention should not proceed because of the following identified exclusion criteria:

<sup>17</sup> IDPs are in some case already paying rent and therefore it is important to ensure the coherence of any Land Use Agreement with other existing agreements with a landlord and/or de facto.

Signed (CCCM staff): \_\_\_\_\_ Checked by PM: \_\_\_\_\_  
 Date/Place: \_\_\_\_\_ Date/Place: \_\_\_\_\_

**Preamble:**

(Name of organization) is a nonprofit relief and humanitarian organization registered in (city / country) under the name of (insert name) and represented by executive manager (insert name), and herewith referred to as the First Party. The Second Party is the owner (private land)/ respective de facto authority (public land) (delete as appropriate) with locally recognized authority to make legal decisions related to the land.

The First Party will provide the following CCCM activities/services for IDPs on land in (insert location), in coordination with the Second Party (owner or respective de facto authority): provide project name.

All parties to this agreement will adhere to humanitarian principles of humanity, impartiality and neutrality all times. The two Parties acknowledge their contractual competence and agree as follows:

**Articles:****Article I: Clear identification of all parties to the agreement**

This Land Use Agreement is entered on {dd/mm/yy} between (insert name of organization), represented by (insert name/position of representative), hereinafter referred to as the FIRST PARTY and (insert name of owner(s) or respective de facto authority), represented by (insert name/position of representative), hereinafter referred to as the SECOND PARTY.

**Article II. Identification of land:**

The location of the land is in {insert Governorate, district, sub-district, community} with the following GPS coordinates {insert coordinates}:  
The land is public / private (delete as appropriate) and covers an area of \_\_\_ m<sup>2</sup>.

**Article III. Acknowledgement of ownership status of land:**

The land specified and defined in Article II is owned and under the full authority of the SECOND PARTY. The ownership of the land has been independently verified by the FIRST PARTY, and is confident to the best of its ability that the land in question is free from competing ownership claims.

**Article IV. Duration of land lease:**

The agreement is for a period of (\_\_\_) months<sup>18</sup> starting from (dd/mm/yy) to (dd/mm/yy). The agreement on the use of the land may be extended and renewed for another period to be determined by a subsequent agreement with the consent of both parties.

**Article V. Scope of planned works on the land:**

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

- List all activities in detail

**Article VI. Role and responsibilities of each party to the agreement:**

Role and responsibility of the FIRST PARTY:

1. General design of the project and implementation of all infrastructure activities during the period specified in Article IV, within the land boundaries agreed upon in Article II of this contract and the attached documents
2. To bear and pay all financial costs and expenses related to the project implementation and all necessary maintenance and repairs during the period specified in Article 4.

Role and responsibility of the SECOND PARTY:

1. To guarantee that the land described and defined in Article 2 is be free from competing ownership claims and any other material and legal obstacles preventing project activities from being initiated.
2. To provide the land for free and not to levy any land related fees during the agreement period,
3. To guarantee and protect the right of beneficiaries to remain on the land and protect them from any threat of forced eviction during the period of the agreement, despite any possible changes to the camp management and/or local administration.
4. To adhere to strict non-interference and subsequent opposition to project implementation or management

<sup>18</sup> Number of months should be at least 12 months.

Articles:

**Article VII. Contracting**

The FIRST PARTY shall have the right to contract with any party as it deems appropriate for the implementation of the planned intervention. The SECOND PARTY shall not be entitled to object to the parties and / or interfere in its activities. Any Party which damages the land is held accountable for its actions and can be challenged in court.

**Article VIII. Process and condition in which the land should be returned:**

Following the end of this Agreement, the FIRST PARTY shall bear all the financial expenses necessary for the removal of all the remnants of the site works. The FIRST PARTY is also responsible for the appropriate removal of sewage and sanitary drainage and any other remaining health hazards from the site. The FIRST PARTY shall bear full responsibility in the event that the land is not returned to the SECOND PARTY as stated above.

The SECOND PARTY is the only interlocutor of the land of the site and all assets associated thereto during the period of the agreement. The asset handover process is determined by the FIRST PARTY after discussion with the donor and formal forms of delivery of assets are signed.

**Article IX. Dispute resolution process in event of breach of agreement:**

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

**Article X. Conditions and process for termination of agreement:**

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

- a worsening security situation compromising the safety of beneficiaries,
- demands of the SECOND PARTY or another third party to provide financial payments or to pay taxes, or
- physical threats to the beneficiaries,

the FIRST PARTY shall notify the SECOND PARTY of the necessity of taking the necessary measures to close the project. The notification shall be given within 24 hours of the occurrence of the emergency and closing procedures should be completed within 7 days of notification. The SECOND PARTY shall not initiate any actions or prejudice to any assets of the Project under any justification.

Signatures

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

Owner Name: _____ <small>(for private land)</small>	Signature: _____	Date/Place: _____
De facto local authority Representative: _____ <small>(for public land)</small>	Signature: _____	Date/Place: _____
NGO Representative : _____	Signature: _____	Date/Place: _____
First Witness: _____	Signature: _____	Date/Place: _____
Second Witness: _____	Signature: _____	Date/Place: _____

<b>Name</b>	<b>Position</b>	<b>Organisation</b>	<b>Email</b>
Kamal Mirzayev	CCCM Cluster Coordinator	UNHCR	mirzayev@unhcr.org
Amro Tarrisi	CCCM Cluster Co-Coordinator	Global Communities	atarrisi@globalcommunities.org
Katherine Dunn	HLP TWG Chair	UNHCR	dunnk@unhcr.org
Amelie Moretti	HLP TWG Co-Chair	NRC	amelie.moretti@nrc.no
Khalil Al Khalil	Access Officer (for any land-related access issues)	OCHA	alkhalilk@un.org