

No. 20619

**UNITED NATIONS
(UNITED NATIONS CHILDREN'S FUND)
and
LEBANON**

**Agreement concerning the rehabilitation and development
of services in South Lebanon (with annexes and letter
of interpretation). Signed at Beirut on 14 October 1980**

Authentic text: English.

Registered ex officio on 1 December 1981.

**ORGANISATION DES NATIONS UNIES
(FONDS DES NATIONS UNIES POUR L'ENFANCE)
et
LIBAN**

**Accord concernant le relèvement et le développement des
services destinés au sud du Liban (avec annexes et lettre
d'interprétation). Signé à Beyrouth le 14 octobre 1980**

Texte authentique : anglais.

Enregistré d'office le 1^{er} décembre 1981.

AGREEMENT¹ BETWEEN THE COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION (HEREINAFTER REFERRED TO AS THE “CDR”) AND UNITED NATIONS CHILDREN’S FUND (HEREINAFTER REFERRED TO AS “UNICEF”)

Article I. PREAMBLE

(1) The Government of Lebanon (hereinafter referred to as the “Government”), through its Council for Development and Reconstruction, is embarking on a five-year programme to rehabilitate and develop services for the people of South Lebanon, and will entrust UNICEF to undertake certain projects for this purpose utilizing funds made available by the CDR.

Article II. BASIS OF RELATIONSHIP

(2) The Basic Agreement concluded between the Government and UNICEF on 3 July 1956² and the Convention on Privileges and Immunities of the United Nations,³ to which the Government became part on 10 March 1949,⁴ provide the basis of relationship between the Government and UNICEF in this undertaking.

(3) The UNICEF Executive Board, at its 1980 session, authorized the Executive Director to receive specific purpose contributions for the implementation of a programme for rehabilitation and development of services in South Lebanon.

(4) The Board of CDR, in its meeting of 13 May 1980, decided to invite UNICEF to undertake the execution of projects within the CDR reconstruction and development programme in South Lebanon. This decision was subsequently approved by the Council of Ministers of the Government.

(5) This Agreement is made within the framework of the five-year plan indicated above and is intended to continue until the end of that period unless cancelled. Within this period, 12-month budgets will be prepared and agreed upon by exchange of letters.

(6) Recognizing the importance, urgency and high priority given by the Government to this programme to alleviate the hardship of the people of South Lebanon, especially the children, the parties have agreed, in a friendly co-operation, to undertake the following:

Title of Project: Lebanon — Reconstruction Projects in South Lebanon

UNICEF No.: E/ICEF/P/L.2006 (REC)

Duration: Five years from date of signature (reference para. (5) of this Agreement)

Approximate Value of First Year’s Programme: LL 150.0 million

Article III. DESCRIPTION OF PROGRAMME

(7) As a result of the disruption and the continued disturbances in South Lebanon, inadequate educational facilities, health services and lack of safe drinking

¹ Came into force on 14 October 1980 by signature, in accordance with article XI, paragraph 36.

² United Nations, *Treaty Series*, vol. 324, p. 145.

³ *Ibid.*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1, p. 18).

⁴ *Ibid.*, vol. 26, p. 346.

water remain priority problems. The CDR established by decree in January 1977 has drawn up a comprehensive reconstruction and development programme.

(8) The repair, extension and upgrading of pre-primary, primary and intermediate schools are of utmost importance for children whose education has been disrupted in the recent years. Therefore, the programme involves rehabilitation of schools which will include the provision of furniture and basic teaching aids. As a considerable number of teachers have left the area, newly appointed personnel will need in-service training for which provision is made in this component of the programme.

(9) Many dispensaries, health centres and hospitals in South Lebanon are not functioning. To restore the existing institutions, repair of the buildings and provision of the required medical supplies and equipment will be undertaken. Furthermore, to expand the coverage, buildings will be repaired and new buildings will be constructed and provided with necessary supplies and equipment. In addition, the preventive health service will be strengthened through an expanded immunization programme, MCH services and health education. In-service training of health personnel will be undertaken.

(10) In many areas, the piped water supply systems have been damaged and no longer functioning. For the remaining areas, only intermittent supply of unfiltered water is available. The programme, therefore, entails repairs of pumping stations, water-mains, treatment plants and other facilities, by providing and installing necessary equipment. To ensure the continuing operation and maintenance of these facilities, an in-service training for the personnel will be organized.

(11) UNICEF has agreed to undertake the implementation of this programme by executing particular projects agreed upon under this Agreement. See Annex I.

Article IV. GOVERNMENT COMMITMENTS

(12) The CDR undertakes to provide funds to cover all costs relating to the execution of the projects by UNICEF. It is understood that provision of funds will be made against each project separately (for method of payment, see "Payments").

(13) The CDR will provide UNICEF with relevant information, including plans and specifications available.

(14) The CDR will, within its capacity, provide facilities as necessary for the execution of the projects, including, *inter alia*, storage and cold storage facilities and premises for training.

(15) To the extent possible, the Government will provide, for each project, national personnel, in order to ensure the continuity of the programme.

(16) The CDR will sign contracts with contractors.

Article V. CLAIMS AGAINST UNICEF

(17) The Government shall assume, subject to the provision of this Article, responsibility in respect to claims resulting from the execution of projects within Lebanon.

(18) The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of projects pursuant to this Agreement, except where it is agreed by the Government and

UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

(19) In the event of the Government making any payment in accordance with the provisions of paragraph (18) of this Article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons.

(20) This Article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.

(21) UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph (18) of this Article relates, or for the fulfilment of the purposes of paragraph (19).

Article VI. UNICEF COMMITMENTS

(22) UNICEF, in accordance with the applicable UN rules and regulations, undertakes to execute such projects as are agreed upon under this Agreement by:

- a) Providing in Beirut an office for the sole purpose of the proper co-ordination and implementation of the programme. In addition, a sub-office will be established in South Lebanon within the UNIFIL (United Nations Interim Force in Lebanon) area of operations.
- b) Providing, under its normal terms and conditions of service and, at the projects' cost, the personnel necessary for the execution of the projects (including international personnel and consultants) except as indicated under paragraph (23).
- c) Maintaining a close liaison with UNIFIL.
- d) Undertaking the management and completion of all work necessary to implement each project, as defined in each specific work plan, by preparing, *inter alia*, as necessary, tender documents, inviting bids and effecting payment. Undertaking, as necessary, shipping, clearing and forwarding of supplies and equipment to project site.
- e) As UNICEF is responsible for the implementation of each project, title to equipment and supplies will remain with UNICEF until it is transferred to the Government. Such transfer of title to the Government will ordinarily be effected by UNICEF upon completion of each project, or as otherwise agreed upon.
- f) Certifying the completion of each individual project and handing over to the Government.
- g) Organizing and implementing training required for Government-nominated staff to ensure the continuity of the programme for the future.

(23) UNICEF undertakes not to charge any overhead costs (agency fees) for the execution of the projects. However, all identifiable costs, including costs of replacement of lost or destroyed equipment or supplies, insurance, costs of staff time, whether incurred inside or outside Lebanon, will be charged to project funds.

UNICEF will provide, from its own resources, salaries and allowances of the Project Manager and two assistants, make services available for worldwide procurement of supplies and equipment necessary for the execution of the programme, and utilize services available within the existing UNICEF Offices in Beirut and overseas.

Article VII. REPORTING AND MONITORING

(24) A Monitoring Committee will be established with representatives from CDR, UNICEF and the UN Co-ordinator's Office. Other Ministries and Government

Agencies will be invited to participate when necessary. The Committee will meet weekly or whenever deemed necessary.

(25) The CDR shall receive from UNICEF, at the end of every month, a report on progress made in the execution of the projects. A final report will be submitted to the Government after completion of each project within the programme.

(26) UNICEF Headquarters will submit a first statement of accounts three months after the signing of the Agreement, and each subsequent three months thereafter, until the completion of the project.

Article VIII. PAYMENTS

(27) The CDR will deposit the sum of LL 5 million (payable in US Dollars) as an initial payment, to enable UNICEF to commence operation.

(28) Thereafter, for each project approved by the CDR for implementation, the CDR will deposit with UNICEF a sum representing the full identified cost of the project (in Lebanese Pounds for all local costs and in US Dollars for all other costs), as well as any supplementary budget as agreed to be necessary.

(29) UNICEF will avoid any commitments above the amount of funds received. However, there may be additional costs after commitments have been made due to, for example, exchange rate or price variations.

(30) UNICEF will submit a final statement of accounts within three months of the termination of this Agreement and any unspent balance of funds will be reimbursed to the CDR in accordance with "Final Provision".

Article IX. AUDIT PROCEDURES

(31) The funds administered by UNICEF under this Agreement are subject to yearly auditing, in accordance with UN procedures. UNICEF will arrange for a yearly audit report to be made available to the CDR. The cost of the audit will be charged to the project funds.

Article X. TERMINATION OR EXTENSION OF AGREEMENT

(32) The Agreement may be terminated by either party in writing.

(33) The Agreement may be extended by mutual agreement.

(34) If, during the currency of this Agreement, circumstances should arise which, in the judgment of either UNICEF or the CDR, render satisfactory execution of their respective responsibilities impossible, either UNICEF or the CDR shall be entitled to terminate this Agreement or any project thereunder by giving three months' notice in writing to the other party.

(35) Upon expiry of this Agreement, or if the Agreement shall be terminated as aforesaid:

- a) Its terms shall remain applicable to the extent necessary to permit an orderly withdrawal by UNICEF; and
- b) UNICEF shall repay to the CDR the balances of any unexpended or uncommitted funds received from the CDR under this Agreement.

Article XI. FINAL PROVISION

(36) This Agreement will come into effect upon the signature by the parties concerned.

(37) This Agreement may be modified by written accord between the CDR and UNICEF. Each party to the Agreement shall give full and sympathetic consideration to any proposal advanced by the other party for the amendment of this Agreement.

<p>For the Council for Development and Reconstruction:</p> <p>[Signed]</p> <p>MOHAMED ATALLAH</p> <p><i>Title:</i> President</p> <p><i>Signed in:</i> Beirut</p> <p><i>Date:</i> 14 October 1980</p>	<p>For United Nations Children's Fund:</p> <p>[Signed]</p> <p>FRANÇOIS REMY</p> <p><i>Title:</i> Regional Director</p> <p><i>Signed in:</i> Beirut</p> <p><i>Date:</i> 14 October 1980</p>
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ORGANIZATION AND ESTIMATED BUDGET FOR THE
UNICEF OFFICE FOR RECONSTRUCTION, SOUTH LEBANON

Summary

	<i>Cost (12 months)</i>	<i>Cost (18 months)</i>
Staff	US\$ 1,090,700	US\$ 1,586,050
Office facilities, transport and maintenance	427,100	561,900
TOTAL	US\$ 1,517,800	US\$ 2,147,950
TOTAL	LL 5,084,630	LL 7,195,632.5
Rounded off to:	LL 5.085 million	LL 7.20 million

A. *Staff*

(All costs in US\$)

<i>Function</i>	<i>In function, or to be recruited</i>	<i>Cost (12 months)</i>	<i>Cost (18 months)</i>	<i>Remarks</i>
1. <i>Beirut office</i>				
Chief, Reconstruction Programme	J. G. Andersson	70,000	105,000	
Secretary (GS/5)	A. Akiskal	23,000	34,500	
Chief driver (GS/3)	Fayez Otaki	15,300	22,950	
Special assistant—reports officer (NO-B)	To be recruited	31,900	47,850	
Short-term consultants and legal adviser	To be recruited	100,000	100,000	
Administration and finance assistant (GS/6)	To be recruited	27,300	40,950	
Shipping assistant (GS/6) .	To be recruited	27,300	40,950	
Secretary (GS/4)	To be recruited	18,000	27,000	
Other staff (cleaners, messengers, etc.) not included in the "organization chart"	To be recruited	20,800	31,200	
Chief engineer—water supply (NO-C)	Raymond Naimy	37,700	56,550	

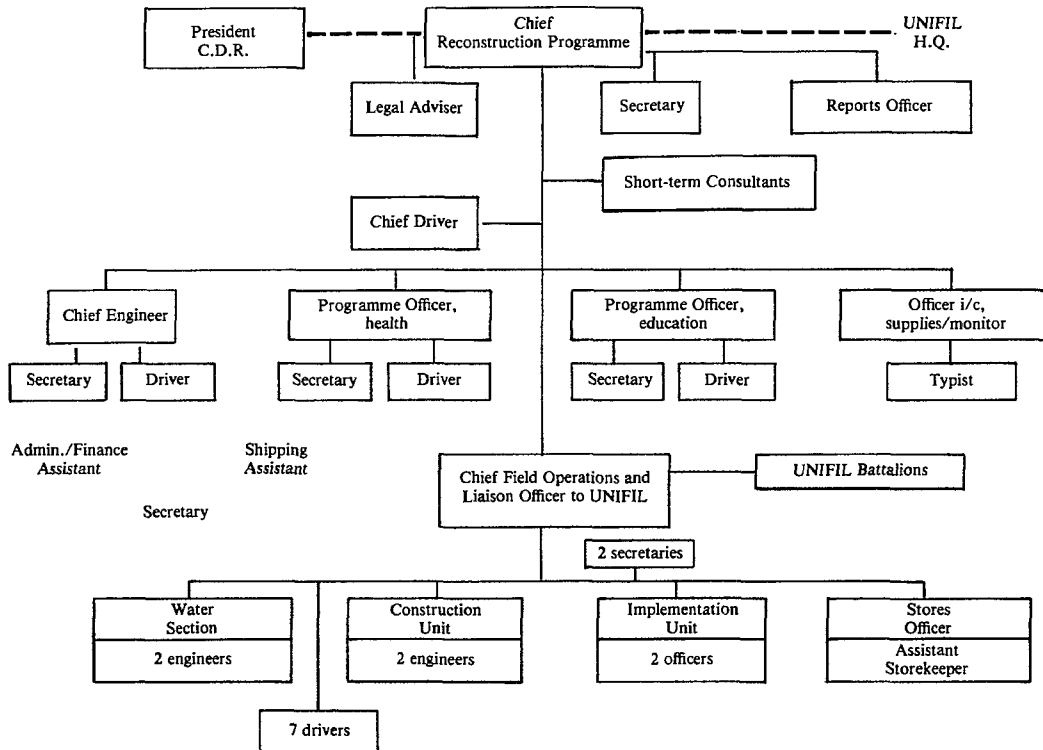
<i>Function</i>	<i>In function, or to be recruited</i>	<i>Cost (12 months)</i>	<i>Cost (18 months)</i>	<i>Remarks</i>
Secretary (GS-4)	Alice Caplin	18,000	27,000	
Driver (GS/2)	To be recruited	13,000	19,500	
Programme officer—Health (NO-B/C)	Abla Kadi	31,900	47,850	
Secretary (GS/4)	To be recruited	18,000	27,000	
Driver (GS/2)	To be recruited	13,000	19,500	
Programme officer—Edu- cation (P/3)	To be recruited	46,000	69,000	
Secretary (GS/4)	To be recruited	18,000	27,000	
Driver (GS/2)	To be recruited	13,000	19,500	
Officer i/c Supply/Moni- toring (GS/7)	Alice Seksenian	32,000	48,000	
Typist (GS/3)	To be recruited	15,300	22,950	
	TOTAL, Beirut Office	US\$ 589,500	US\$ 834,250	
2. South Lebanon office				
Chief field operations and liaison officer to UNIFIL (P/4)	To be recruited	58,000	87,000	
2 secretaries (GS/4)	To be recruited	36,000	54,000	
7 drivers (GS/2)	To be recruited	91,000	136,500	
2 water engineers (P/3) ...	(1) J. K. Andrew (2) To be recruited	92,000	138,000	
2 construction engineers (P/3)	To be recruited	92,000	138,000	
2 implementation officers (NO-A)	To be recruited	52,000	78,000	
1 stores officer (NO-A) ...	To be recruited	26,000	39,000	
1 assistant storekeeper (GS/5)	To be recruited	23,000	34,500	
Other staff (cleaners, mes- sengers, etc.) not included in the "organization chart"	To be recruited	31,200	46,800	
	TOTAL, South Lebanon Office	US\$ 501,200	751,800	
	GRAND TOTAL, Beirut and South Lebanon Offices	US\$ 1,090,700	1,586,050	

B. Office and Transport Facilities

(All costs in US\$)

	<i>Beirut</i>		<i>South Lebanon</i>		<i>Total</i>	
	<i>12 months</i>	<i>18 months</i>	<i>12 months</i>	<i>18 months</i>	<i>12 months</i>	<i>18 months</i>
Rent	45,000	67,500	20,000	30,000	65,000	97,500
Office furniture and sup- plies	100,000	120,000	50,000	60,000	150,000	180,000
Transport (9 cars)	15,000	15,000	52,500	52,500	67,500	67,500
Fuel and maintenance of 11 cars (est. \$300/car/ month)	14,400	21,600	25,200	37,800	39,600	59,400
Electricity	15,000	22,500	10,000	15,000	25,000	37,500
Miscellaneous and unspec- ified office expenditures ..	60,000	90,000	20,000	30,000	80,000	120,000
	TOTAL US\$ 249,400	336,600	177,700	225,300	427,100	561,900

ORGANIZATION CHART
 UNICEF UNIT
 FOR
 RECONSTRUCTION OF SOUTH LEBANON



October 1980

NOTE: This project will be an integral part of any U.N. assistance for the reconstruction in South Lebanon and under the overall co-ordination of the U.N. Co-ordinator.

WORK PLAN

ANNEX I

HEALTH: HOSPITALS

	1980			1981								
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
Tibnin Hospital												
- Assessment of needs												
- Building repair	—	—										
- Equipment repair		—										
- Equipment and supplies procurement												
- Equipment and supplies distribution								—				
Tyre Hospital												
- Assessment of needs												
- Building repair	—	—										
- Equipment repair		—										
- Equipment and supplies procurement												
- Equipment and supplies distribution								—				
- Extension*												
Jezzine												
- Assessment of needs												
- Building evaluation (upper floor occupied)	—	—	—									
- Building repair		—										
- Equipment repair		—			—							
- Equipment and supplies request		—										
- Equipment and supplies distribution								—				
Marjeyoun												
- Assessment of needs												
- Building repair	—	—	—									
- Equipment repair		—										
- Equipment and supplies request												
- Equipment and supplies distribution								—				
- Extension*									—			
Nabatiyeh												
- Study		—	—	—	—	—	—	—				
- Contract preparation								—				
- Implementation									—	—	—	—
- Equipment and supplies request												—
- Equipment and supplies distribution												

* Programme for any extension will be prepared after technical studies are completed.

HEALTH: HEALTH CENTRES

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	1980					1981						
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
Repair												
4 district health centres												
- Assessment of needs												
- Contract preparation												
- Implementation of repairs												
- Equipment and supplies request												
- Equipment and supplies distribution												
Rebuild												
2 district health centres												
- Study preparation												
- Contract preparation												
- Construction implementation												
- Equipment and supplies request												
- Equipment and supplies distribution												
Central health centre—Saida												
- Assessment of needs												
- Contract preparation												
- Implementation of repairs												
- Equipment and supplies request												
- Equipment and supplies distribution												
Saksakieh Bilharsia centre												
- Assessment of needs												
- Contract preparation												
- Implementation of repairs												
- Equipment and supplies request												
- Equipment and supplies distribution												
Construction of 7 health centres												
- Study preparation												
- Contract preparation												
- Construction implementation												
- Equipment and supplies request												
- Equipment and supplies distribution												
Training of health personnel												
- Preparation of programmes												
- Equipment and supplies request												
- Equipment and supplies distribution												
- Implementation												

EDUCATION

	1980				1981							
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
Phase 1												
Repair of 50 schools												
- Verification of assessment of needs												
- Contract preparation												
- Implementation of repairs												
- Request of furniture and basic teaching aids												
- Distribution of furniture and basic teaching aids												
Phase 2												
Repair of 130 schools												
- Verification of assessment of needs												
- Contract preparation												
- Implementation of repairs												
- Request of furniture and basic teaching aids												
- Distribution of furniture and basic teaching aids												
Phase 3												
Repair and extension of 126 schools												
- Verification of assessment of needs												
- Contract preparation												
- Implementation of repairs and construction												
- Request of furniture and basic teaching aids												
- Distribution of furniture and basic teaching aids												
In-service teacher training												
- Preparation of programmes												
- Implementation												
Phase 4												
Construction of 15 new school aggregates												
- Study documents												
- Contract preparation												
- Implementation of construction												
- Request of furniture and basic teaching aids												
- Distribution of furniture and basic teaching aids												

Nov. 1981

Mar. 1982

EDUCATION

<i>Caza</i>	<i>Number of schools requiring repair and improvement</i>	<i>Number of schools to be re-built</i>	<i>Total cost of repair and extension (LL)</i>	<i>Total cost of school shelters (LL)</i>	<i>Implementation of repairs and extension</i>			
					<i>Phase 1 Mid-Dec. 1980- Mid-Mar. 1981</i>	<i>Phase 2 March- Aug. 1981</i>	<i>Phase 3 Mid-Apr.- Nov. 1981</i>	<i>Phase 4 Number of new school aggregates*</i>
Hasbaya . . .	14	2	590,200	2.1 mill.	4	6	6	1
Marjeyoun . .	28	-	3,087,600	3.9 mill.	7	12	9	2
Bint Jbeil . .	40	-	2,651,900	5.5 mill.	7	17	16	3
Nabatiyeh . .	55	1	7,996,500	6.7 mill.	8	24	24	2
Tyre	60	-	4,961,800	8.7 mill.	8	26	26	4
Saida	66	-	6,857,900	5.9 mill.	9	28	29	3
Jizzine	40	-	2,239,500	1.0 mill.	7	17	16	1
TOTAL	303		28,385,400	33.8 mill.	50	130	126	16

* We estimate we can start work on these at the end of November, if all information is available. 14 schools can be built in 18 months.

	WATER											
	1980						1981					
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.
Jabal Amel (water installation repair)												
– Preparation of contract	—											
– Implementation of work		—	—	—	—	—						
Ras-el-ain-Hanaway Line												
– Preparation of contract (mutual agreement)	—											
– Implementation of work		—	—	—	—	—	—	—	—			
Tyre												
– Preparation of contract		—										
– Implementation of work			—	—	—	—	—					
Nabatiyeh												
– Preparation of contract												
– Work completed												
– Implementation of work												
Shebaa												
– Preparation of contract		—										
– Implementation of work			—	—	—	—						
Supply of equipment to 18 wells												
– Contract preparation		—										
– Procurement of equipment			—	—	—	—	—	—	—	—		
– Equipment installation								—	—	—		
Digging of 14 wells												
– Contract preparation		—										
– Implementation of work			—	—	—	—	—	—	—	—		
– Procurement of equipment			—	—	—	—	—	—	—	—		

NOTE: All studies and documents for above projects are available at Ministry of Hydraulic and Electrical Resources.

LETTER OF INTERPRETATION RELATED TO THE AGREEMENT BETWEEN THE COUNCIL FOR DEVELOPMENT AND RECONSTRUCTION AND UNICEF REGARDING RECONSTRUCTION PROJECTS, SOUTH LEBANON

To give additional clarification to the Agreement, both parties have agreed to:

- a. UNICEF will undertake *all recruitment and signing of contracts* with personnel necessary for the execution of the projects, as specified in the 'Organization Chart' attached to the Agreement.

It is understood that additional requirements of personnel to enlarge the presently planned requirements will necessitate prior CDR's approval, and recruitment of short-term consultants, if required, will be made under mutually agreed arrangements.

- b. UNICEF will undertake all matters related to *procurement*, as specified in agreed project documents, except when delegated to sub-contractors.
- c. It is understood that the *prime responsibility and authority related to this Agreement, as far as UNICEF is concerned, will rest with UNICEF Beirut*. The UNICEF Office Beirut will, however, be supported by UNICEF overseas offices in regard to procurement, shipping, accounting and recruitment of personnel.
- d. Three months' notice stipulated in para. (34) will also apply to para. (32).

This Letter of Interpretation to the Agreement will come into effect upon the signature by the parties concerned.

For the Council for Development
and Reconstruction:

[Signed — Signé]¹

Title: President
Signed in: Beirut
Date: 14 October 1980

For United Nations
Children's Fund:

[Signed — Signé]²

Title: Regional Director
Signed in: Beirut
Date: 14 October 1980

¹ Signed by Mohamed Atallah — Signé par Mohamed Atallah.

² Signed by François Rémy — Signé par François Rémy.