

**SIGNATURE PAGE**

Country: **Lebanon**

**UNDAF Strategic Goal 1:** Enhancement of National Decision Making Capacity  
**UNDAF Operational Objective 1.2:** Strengthen the Rule of Law for increased Transparency and Accountability

**SRF/MYFF Outcome 2:** National capacities and policy formulations supported and strengthened to reach Sustainable Development  
**SRF/MYF Goal 3:** Energy and Environment for Sustainable Development  
**SRF/MYFF Service Line 3.1:** Frameworks and Strategies for Sustainable Development

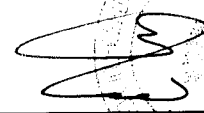
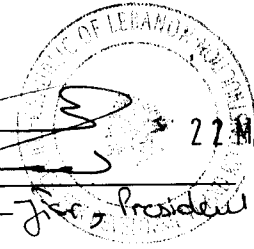
**National Executing Partner:** Ministry of Justice

**Implementing Agency:** United Nations Development Programme

Programme Period:	2002 - 2007
Programme Component:	Energy and Environment for Sustainable Development
Project Title:	Supporting the Judiciary System in the Enforcement of Environmental Legislation
Project ID:	00045697
Project Duration:	3 years
Management Arrangement:	Support to NEX


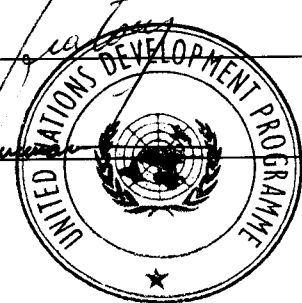
Budget	397,000 USD
Support Fee	19,000 USD
<b>Total Budget:</b>	<b>397,000 USD</b>
Allocated Resources	
• Government	45,000 USD(in-kind)
• WB	277,000 USD
• UNDP TRAC	120,000 USD

**Agreed by Council for Development & Reconstruction:** \_\_\_\_\_

  
  
 22 MAR 2007  
 Nabil El-Jar, President

**Agreed by Ministry of Justice:** \_\_\_\_\_

**Agreed by UNDP:** \_\_\_\_\_



Government of Lebanon

United Nations Development Programme

## **Supporting the Judiciary System in the Enforcement of Environmental Legislation**

This project aims at building the capacity of the Lebanese Ministry of Justice in environmental legislation and enforcement; a priority sector for both UNDP and the World Bank. Lebanon has recently experienced an important progress in environmental policy and legislation development and application. Several key environmental legislations have been adopted by the parliament since the year 2000 which is a good indicator of the environmental maturity of the country and its efforts towards sustainable development; however, the enforcement of such legislation is what determines whether it has an effective impact on the environment or not. In Lebanon, the level of enforcement is very limited and almost nonexistent. This is due to the very weak capacity and institutional setup of the Ministry of Justice and the overall Lebanese Judiciary system.

**Outline**

	Page #
<b>Section I - Elaboration of the Narrative</b>	<b>4</b>
Part 1 – Situation Analysis	4
Part II – Strategy	5
Part III – Management Arrangements	5
Part IV – Monitoring and Evaluation	6
Part V – Legal Context	7
<b>Section II – Results and Resources Framework</b>	<b>8</b>
<b>Section III – Workplan and Budget</b>	<b>10</b>
<b>Section IV – Project Risks</b>	<b>11</b>
<b>Section V - Annexes</b>	<b>12</b>
<b>Annex 1 – IDF Grant Agreement with the Government of Lebanon</b>	<b>13</b>
<b>Annex 2 – Letter from MoF for UNDP Support</b>	<b>29</b>
<b>Annex 3 – Letter of Agreement between Government of Lebanon and UNDP</b>	<b>32</b>
<b>Annex 4 – UNDP Lebanon USD Account</b>	<b>35</b>
<b>Annex 5 – Project Organisational Chart</b>	<b>36</b>
<b>Annex 6 – PIU Terms of Reference</b>	<b>37</b>
Part 1 - TORs Project Manager	37
Part 2 – TORs Project Assistant/Legal Officer	<b>38</b>

## Section I – Elaboration of the Narrative

### Part I – Situation Analysis

1. It is difficult to overemphasize the importance of legislation enforcement. In defining its priorities and objectives for environmental policy up to 2010 the European Union identifies improving the implementation of existing environmental legislation as its first priority. A recent World Bank study revealed the high cost of environmental degradation in Lebanon (about 3.6 percent of Gross Domestic Product per year) and identified the enforcement of environmental legislation as one of the key measure to improve environmental protection in Lebanon.
2. Lebanon has recently experienced an important progress in environmental policy and legislation development and application. Several key environmental legislations have been adopted by the parliament, in particular the Framework Law for the Protection of the Environment (2002) and the Hunting Law (2004). In addition an Integrated Waste Management Law has been formulated and is awaiting parliament adoption. Two of these laws were prepared with assistance from the World Bank / UNDP managed “Mediterranean Environmental Technical Assistance Program (METAP)” to the Ministry of Environment. Various decrees are currently being formulated to support the application of these laws.
3. While the number of environmental legislative texts is a very good indicator of the environmental maturity of the country and its efforts towards sustainable development, the enforcement of such legislation is what really dictates whether it has an effective impact on the environment or not. In Lebanon, the level of enforcement is very limited and almost non existent. This is due to the very weak capacity and institutional setup of the Ministry of Justice and the overall Lebanese Judiciary system.
4. The Ministry of Justice (the main beneficiary of this proposed grant) has already demonstrated a strong commitment to improve its judiciary system. It has lately benefited from the European Commission contribution to strengthen its judiciary system and has successfully achieved its objectives. The Ministry of Environment (a partner in this initiative) has a long history of successful cooperation with the World Bank, especially through the METAP program. UNDP has an extensive experience in assisting the Government of Lebanon in the formulation and implementation of institutional strengthening projects.
5. The proposed activity is new in Lebanon and unique in the region. A successful implementation of this activity in Lebanon will definitely encourage replicability in other countries of the Middle East and North Africa region. While judicial system varies widely across countries, the methodology selected to implement this grant (such as producing an on-line data base of environmental jurisprudence, introducing a course in the institute of judicial training and establishing a list of environmental experts testimony database) can be useful to other countries in enforcing environmental legislations.
6. Furthermore, in light of the recent conflict that affected Lebanon, the need to strengthen environmental legislation and enforcement has become even more relevant. Much structural and institutional damage occurred due to the conflict, while massive recovery and reconstruction efforts are being undertaken immediately and rapidly. In parallel, concerned agencies and organisations are studying the environmental damage and developing recommendations to rebuild using environmentally sound techniques while undertaking activities to mitigate the pressures to the natural resources. However, only an effective enforcement of legislation and a sound knowledge of environmental regulations can ensure the fulfilment of such recommendations.

## Part II – Strategy

7. This project identifies and meets a major gap institutional capacity of the Ministry of Justice that is the enforcement of environmental legislation. It aims at both strengthening national capacity for better environmental governance that would ultimately assist Lebanon in meeting its national and international environmental commitments as set out in UNDP's Multi-Year Funding Framework (MYFF) for 2002 – 2006. The project, on the one hand, is in line with Lebanon's United Nations Development Assistance Framework (UNDAF) for 2002 – 2007 since its objectives meet the Strategic Goal 1: Enhancement of National Decision Making Capacity and Operational Objective 1.2: Strengthen the Rule of Law for increased Transparency and Accountability. On the other hand, the project also meets the Millennium Development Goal 7 (MDG 7) of achieving environmental sustainability.
8. Furthermore, the project approach and objective are in line with the early recovery programme of UNDP and will be a strong basis to continue efforts for sound environmentally-friendly reconstruction programmes.

## Part III – Management Arrangements

### III-A. Financial Management and Disbursement

9. The World Bank has awarded a total grant of USD 327,000 to the Government of Lebanon as per the signed grant agreement between the Bank and the Ministry of Finance (MoF) signed on 04 July 2006 (Annex 1 – Grant Agreement between the World Bank and the Government of Lebanon – Ministry of Finance). 277,000 USD of the Grant will be implemented by the Ministry of Justice (MoJ) through UNDP; while 50,000 USD of the Grant will be implemented directly by the Ministry of Environment.
10. The Government of Lebanon through a letter sent from the Ministry of Finance to UNDP dated 15 May 2006, requested the support of UNDP for the implementation of the Ministry of Justice component of the Grant in the amount of 277,000 USD as per the letter (Annex 2 – Letter from MoF to UNDP).
11. In addition, UNDP has allocated from its own TRAC resources 120,000 USD to the Ministry of Justice towards the implementation of activities within this project document.
12. Accordingly, this project document only details the execution of the amount of USD 397,000 (of which 277,000 USD is from the World Bank Grant and 120,000 USD is from UNDP resources).
13. The Ministry of Justice (MoJ) will execute the project through the UNDP Support to National Execution (NEX) and will be the National Designated Institute on behalf of the Government of Lebanon. The overall management of this grant will be undertaken by MoJ in full collaboration with UNDP Lebanon Country Office as per the Standard Letter of Agreement to be signed upon signature of this Project Document (Annex 3 – Standard Letter of Agreement between the Government of Lebanon – Ministry of Justice and UNDP).
14. In February 2004, the World Bank and UNDP have signed an “umbrella” Memorandum of Understanding (MoU) whereby the World Bank confirmed that the UNDP Financial Regulations and Rules shall be deemed to meet the World Bank financial management requirements for purposes of managing World Bank funds. This MoU covers the period commencing on January 1, 2004 and ending on December 31, 2007, following which the parties will decide whether this MoU should be renewed, modified or terminated. Activities will be carried out in accordance with this MoU

15. According to agreements mentioned above under paragraphs 9, 10, 13 and 14, the World Bank will transfer the Grant amount to UNDP account mentioned in Annex 4 – UNDP Lebanon USD Account. This account will replenish a local account, administered by UNDP, for this project. Replenishments of the UNDP advance will follow the Bank disbursement guidelines as detailed in the disbursement handbook and as per the IDF grant agreement. Audit reports will be generated, as per the Bank’s audit policy requirement. .
16. UNDP will ensure high-quality technical and financial implementation of the project and will be responsible for monitoring and ensuring proper use of administered funds to assigned activities, timely reporting of implementation progress as well as undertaking of mandatory and non-mandatory evaluations for each of their respective components. All services for the procurement of goods and services, and the recruitment of personnel shall be provided in accordance with the World Bank Guidelines as per the IDF Grant Agreement for the component funded by the Bank and shall be in accordance to UNDP procedures and regulations for the component funded by UNDP and that of the Ministry of Justice.

### **III-B. Implementation Arrangements**

17. As per the NEX implementation modality, a Project Implementation Unit (PIU) will be established at the Ministry of Justice to coordinate and manage the project under the shared authority of the National Executing Agency (Ministry of Justice) and UNDP. The PIU will be responsible for the day-to-day management, coordination and monitoring of the Project activities. The Project will adopt the management structure mentioned in Annex 5 - Project Organization Chart.
18. The PIU will consist of a Project Manager, Project Assistant/Legal Officer and Project National Coordinator. The Project National Coordinator will be an appointed employee of the MoJ who will coordinate between UNDP, the WB and MoJ. The PIU will prepare a detailed workplan during project initiation phase and will carry out and coordinate the managerial, financial and administrative functions related to the project. The terms of reference of the PIU team are detailed in Annex 6 – Terms of Reference.
19. The PIU will; (i) coordinate project implementation, and manage the resources of the project in coordination with the project partners; (ii) procure all Bank-financed works, goods and services under the project; (iii) establish, maintain and operate the financial management system according to World Bank requirements; (iv) act as liaison between the technical agencies involved in the project, the World Bank and UNDP. Specifically, in its management capacity, the PIU will ensure that; (a) the project activities are well-coordinated; (b) issues affecting or potentially affecting project implementation are identified and addressed in a timely manner; (c) technical advice is provided to project partners; (d) necessary project inputs are provided in a timely and cost-effective manner; (e) project resources are appropriately managed in accordance with Bank and UNDP requirements for procurement and financial management; (e) effective project monitoring and progress reporting are carried out; and (f) there is a systematic out-reach to various stakeholders to promote project objectives.
20. The UNDP/PIU will utilize the already established internal control systems to ensure that project expenditures are properly authorized, supporting documents are maintained; accounts are reconciled periodically; project assets, including cash, are safeguarded, and cash compensation grants are properly accounted for. Irrespective of the accounting basis followed, detailed asset/inventories register will be maintained as part of the project internal control procedures. .

### **Part IV – Monitoring, Evaluation and Reporting**

21. Periodic monitoring of implementation progress will be undertaken by the UNDP Country Office through regular meetings with the project team, or more frequently as deemed necessary. This will allow parties to take stock and to troubleshoot any problems pertaining to the project in a timely fashion to ensure smooth implementation of project activities.

22. Monitoring will be a continuous and systematic process review of the various activities and will be intended to (i) measure input, output, and performance indicators; (ii) provide regular and up-to-date information on the progress towards meeting the overall Project Objectives; (iii) alert the implementing partners with problems in implementation, and provide basis on which performance may be improved, and (iv) determine whether the relevant stakeholders are responding as expected.
23. The regular reporting from the Project is governed by the UNDP reporting requirements which include the following reports:
  - i. Quarterly progress reports which will reflect progress on works, goods procured, technical assistance, performance indicators and financial reports;
  - ii. Annual Project Progress Report (APR) as per UNDP format to be submitted annually as of project initiation. The APR will be discussed during the annual Tripartite Project Review (TPR) in the presence of project donors, national counterparts and all concerned stakeholders.

## **Part V – Legal Context**

24. This Project Document shall be the instrument referred to as such in Article I of the Standard Basic Assistance Agreement between the Government of Lebanon and the United Nations Development Programme, signed by the parties on 10 February 1986. The host country implementing agency shall, for the purpose of the Standard Basic Assistance Agreement, refer to the government co-operating agency described in that Agreement.
25. The UNDP Resident Representative in Lebanon is authorized to effect in writing the following types of revision to this Project Document, after consultation with the project partners. :
  - i. Revision of, or addition to, any of the annexes to the Project Document;
  - ii. Revisions which do not involve significant changes in the immediate objectives, outputs or activities of the project, but are caused by the rearrangement of the inputs already agreed to or by cost increases due to inflation;
  - iii. Mandatory annual revisions which re-phase the delivery of agreed project inputs or increased expert or other costs due to inflation or take into account agency expenditure flexibility; and
  - iv. Inclusion of additional annexes and attachments

## **Section II – Results and Resources Framework**

**Project Output: To strengthen the capacity of the Ministry of Justice in enforcing environmental legislation**

**Activity 1: To review existing cases of environmental jurisprudence per sector in Lebanon, compare them to international case studies and develop a reference guide for Judges.**

- 1.1 Review all existing environmental jurisprudence cases by sectors in Lebanon
- 1.2 Conduct a comprehensive review of international jurisprudence with focus on countries with similar legislation culture (such as France)
- 1.3 Perform a comparative analysis between the national and the international case studies and prepare lessons-learned guide to be used as an effective tool by judges for guidance in similar cases
- 1.4 Establish an on-line database and search engine on environmental jurisprudence to be used as a tool and reference by all judges (this database will complement the electronic library that is currently being set up at the Ministry of Justice).
- 1.5 Prepare publication on environmental jurisprudence in Lebanon (to be used as key reference)

**Activity 2: To introduce an environmental course at the Institute of Judicial Training at the Ministry of Justice**

**Innovation:** In this course, an innovative concept for both Lebanon and the region will be introduced. A module of this course will focus on the economics of law enforcement. Given that (i) the imposition of strict regulations when non-compliance is rampant, can possibly lead to more, rather than less, pollution, and (ii) ignoring enforcement costs might lead the government to implement a policy that is ultimately more costly than the one currently in existence, the proposed module will help would-be judges better understand the incentive system currently in place in Lebanon and explore opportunities for improvement. By taking this module, would-be judges should have a better understanding of (i) the reasons for low compliance in Lebanon, (ii) the transaction costs involved in environmental enforcement and (iii) ways by which transparency could be promoted.

- 2.1 Review existing curriculum of the Institute of Judicial Training (where all judges follow a series of courses for 3 years) and review courses in similar international institutes
- 2.2 Develop new course on enforcement of environmental legislation in Lebanon

Formally include the course in the curriculum of the Institute (prepare legal and administrative procedures, including necessary application decree)

**Activity 3: To raise awareness and ensure wide dissemination of information**

- 3.1 Introduce an environmental section within the Judicial Review Journal
- 3.2 Organize awareness seminars for district attorneys, litigation judges, civil jurisdiction judges and trainee judges. To ensure long term sustainability, trainings delivered will be based on a train-the trainer approach rather than one off training of experts and judges.
- 3.3 Organize a study tour for at least two judges in a European court (among the proposed options are: the UK, France, Germany or the Netherlands)

**Activity 4: Project Management**



**Intended SRF Outcome 2:** National capacities and policy formulations supported and strengthened to reach Sustainable Development

**SRF Goal 3:** Energy and Environment for Sustainable Development

**SRF Service Line 3.1:** Frameworks and Strategies for Sustainable Development

**Project title and ID (ATLAS Award ID):** Supporting the Judiciary System in the Enforcement of Environmental Legislation

Intended Outputs	Indicative Activities	Associated Indicators	Timeframe	Responsible parties	Inputs			
					Human Resources	Unit cost (USD)	Total Cost (USD)	
<p>To strengthen the capacity of the Ministry of Justice in enforcing environmental legislation</p> <p><i>Indicators</i></p> <ul style="list-style-type: none"> <li>- Environmental jurisprudence report published</li> <li>- List of environmental experts established and experts formally allowed to be used as resources in court cases</li> <li>- Course on enforcement of environmental legislation prepared and formally included in the Institute of Judicial Training.</li> </ul> <p><i>Baseline: capacity of Ministry of Justice in enforcing environmental legislation is weak at present</i></p>	<p>Activity 1: To review existing cases of environmental jurisprudence per sector in Lebanon, compare them to international case studies and develop a reference guide for Judges.</p> <p>Activity 2: To introduce an environmental course at the Institute of Judicial Training at the Ministry of Justice</p>	<ul style="list-style-type: none"> <li>- Report (review of environmental jurisprudence cases in Lebanon and 2 countries)</li> <li>- Guide developed (including lessons learnt)</li> <li>- Online database for judges ready</li> </ul>	<p>Month 1 - 10</p> <p>Month 12</p> <p>Month 12</p> <p>Month 10 - 15</p> <p>Month 15 - 18</p> <p>Month 18 - 30</p>	<p>UNDP/MOJ</p> <p>UNDP/MOJ</p> <p>UNDP/MOJ</p> <p>UNDP/MOJ</p>	<p>Environment lawyer</p> <p>IT specialist</p> <p>Translation</p> <p>Prof. Env. Law (local)</p> <p>Prof. Env. Law (Inter.)</p> <p>Environmental lawyer</p> <p>In country training</p> <p>Study tours</p> <p>Brochure, publication...</p> <p>Project Manager</p> <p>Project Assistant</p> <p>Equipment and supplies</p> <p>Audit Reports</p> <p>F&amp;A</p>	<p>12m*\$6,000</p> <p>4m*\$2,000</p> <p>\$10,000</p> <p>7m*\$6,000</p> <p>2m*\$10,000</p> <p>2m*\$6,000</p> <p>4*\$10,000</p> <p>2*\$5,000</p> <p>\$12,000</p> <p>30m*\$3,000</p> <p>30m*\$1,000</p> <p>\$23,000</p> <p>2*\$5,000</p> <p>7%*\$256,000</p>	<p>90,000</p> <p>62,000</p> <p>74,000</p> <p>171,000</p> <p>397,000</p>	
	<p>Activity 3: To raise awareness and ensure wide dissemination of information</p> <p>Activity 4: Project Management</p>	<ul style="list-style-type: none"> <li>- Course introduced and taught.</li> <li>- Environmental section included in issues of Judicial Review Publication</li> <li>- Awareness seminars organized for district attorneys, litigation judges, civil jurisdiction judges, trainee judges</li> <li>- Establishment of office at MoJ</li> <li>- Coordination and linkages between all project partners achieved</li> <li>- Project inception report, progress reports and audit reports developed and approved</li> </ul>	<p>Month 18 - 24</p> <p>Month 12 to Month 24</p> <p>Month 1 - 12</p>	<p>Month 18 - 24</p> <p>Month 12 to Month 24</p> <p>Month 1 - 12</p>	<p>UNDP/MOJ</p> <p>UNDP/MOJ</p> <p>UNDP/MoJ</p>	<p>Environmental lawyer</p> <p>In country training</p> <p>Study tours</p> <p>Brochure, publication...</p> <p>Project Manager</p> <p>Project Assistant</p> <p>Equipment and supplies</p> <p>Audit Reports</p> <p>F&amp;A</p>	<p>2m*\$6,000</p> <p>4*\$10,000</p> <p>2*\$5,000</p> <p>\$12,000</p> <p>30m*\$3,000</p> <p>30m*\$1,000</p> <p>\$23,000</p> <p>2*\$5,000</p> <p>7%*\$256,000</p>	<p>74,000</p> <p>171,000</p> <p>397,000</p>



## Annual Work Plan

Lebanon - Beirut

Award Id: 00040396  
 Award Title: Environmental Legislation  
 Year: 2007

Report Date: 14/3/2007

Project ID	Expected Outputs	Key Activities	Timeframe		Responsible Party	Planned Budget				
			Start	End		Fund	Donor	Budget Descr	Amount US\$	
00045697	Environmental Legislation	Awareness Raising			LEB-Ministry Of Justice	30011	IBRD	71300 Local Consultants	2,000.00	
					LEB-Ministry Of Justice	30011	IBRD	71600 Travel	5,000.00	
					LEB-Ministry Of Justice	30011	IBRD	74200 Audio Visual&Print Prod Costs	2,000.00	
					LEB-Ministry Of Justice	30011	IBRD	74500 Miscellaneous Expenses	3,000.00	
					LEB-Ministry Of Justice	30011	IBRD	75100 Facilities & Administration	840.00	
			Devlpmt. Environmental Co			LEB-Ministry Of Justice	30011	IBRD	71200 International Consultants	10,000.00
					LEB-Ministry Of Justice	30011	IBRD	71300 Local Consultants	20,000.00	
					LEB-Ministry Of Justice	30011	IBRD	75100 Facilities & Administration	2,100.00	
					LEB-Ministry Of Justice	04000	UNDP	71400 Contractual Services - Individ	30,000.00	
					LEB-Ministry Of Justice	04000	UNDP	71500 UN Volunteers	10,000.00	
			Project Management			LEB-Ministry Of Justice	30011	IBRD	72800 Information Technology Equipm	10,000.00
					LEB-Ministry Of Justice	30011	IBRD	74200 Audio Visual&Print Prod Costs	14,000.00	
					LEB-Ministry Of Justice	30011	IBRD	74500 Miscellaneous Expenses	3,940.00	
					LEB-Ministry Of Justice	30011	IBRD	75100 Facilities & Administration	1,955.00	
					LEB-Ministry Of Justice	30011	IBRD	71300 Local Consultants	4,000.00	
	Review of Env. Juriprudence			LEB-Ministry Of Justice	30011	IBRD	72100 Contractual Services-Companie	20,000.00		
			LEB-Ministry Of Justice	30011	IBRD	74500 Miscellaneous Expenses	5,000.00			
			LEB-Ministry Of Justice	30011	IBRD	75100 Facilities & Administration	2,030.00			
								<b>145,865.00</b>		
								<b>145,865.00</b>		

**TOTAL**

**GRAND TOTAL**



## Annual Work Plan

Lebanon - Beirut

**Award Id.** 00040396 **Report Date:** 14/3/2007  
**Award Title:** Environmental Legislation  
**Year:** 2008

Project ID	Expected Outputs	Key Activities	Timeframe		Responsible Party	Planned Budget				
			Start	End		Fund	Donor	Budget Descr	Amount US\$	
00045697	Environmental Legislation	Awareness Raising			LEB-Ministry Of Justice	30011	IBRD	71300	Local Consultants	10,000.00
						30011	IBRD	71600	Travel	35,000.00
						30011	IBRD	74200	Audio Visual&Print Prod Costs	10,000.00
						30011	IBRD	74500	Miscellaneous Expenses	7,000.00
		Devlpmt. Environmental Co			LEB-Ministry Of Justice	30011	IBRD	75100	Facilities & Administration	4,340.00
						30011	IBRD	71200	International Consultants	10,000.00
						30011	IBRD	71300	Local Consultants	20,000.00
						30011	IBRD	75100	Facilities & Administration	2,100.00
		Project Management			LEB-Ministry Of Justice	04000	UNDP	71400	Contractual Services - Individ	60,000.00
						04000	UNDP	71500	UN Volunteers	20,000.00
						30011	IBRD	74100	Professional Services	6,000.00
						30011	IBRD	74200	Audio Visual&Print Prod Costs	6,000.00
						30011	IBRD	74500	Miscellaneous Expenses	2,000.00
						30011	IBRD	75100	Facilities & Administration	915.00
Review of Env. Juriprudence			LEB-Ministry Of Justice	30011	IBRD	71300	Local Consultants	4,000.00		
				30011	IBRD	72100	Contractual Services-Companie	50,000.00		
				30011	IBRD	75100	Facilities & Administration	3,780.00		
				<b>TOTAL</b>				<b>251,135.00</b>		
<b>GRAND TOTAL</b>				<b>251,135.00</b>						

### Section IV – Project Risks

Risk Type	Description	Recommendation	Deadline	Responsibility
Financial	Delay in receipt of Grant Funds may slow down some project activities	Early identification of need for additional funds and timely submission of Grant Withdrawal Request to World Bank		PIU/UNDP
Organisational	Complex relationship between Donor (World Bank), implementing agency (UNDP) and executing agency (Ministry of Justice) may be cumbersome for decision making	Delineate relationship between the different project partners Maintain open communication with all project partners		PIU/UNDP/WB
Security	The unstable security situation in Lebanon may obstruct or delay implementation of the project, particularly in relation	Preparation of alternative plans of action to achieving planned activities. Minimising missions by international consultants to Lebanon		PIU/UNDP/WB
Political	None	None		

**Section V – Annexes**

**Annex 1 – IDF Grant Agreement with the Government of Lebanon**

**THE WORLD BANK GROUP**  
**Headquarters: Washington, D.C. 20433 U.S.A.**  
**Tel. No. (202) 477-1234 • Fax (202) 477-6391 • Telex No. RCA 248423**

**FACSIMILE COVER SHEET AND MESSAGE**

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**DATE:** November 16, 2006      **NO. OF PAGES:** 13      **MESSAGE NO.:**  
(including cover sheet)

**TO:** Mr. Omar Natour      **FAX NO:** (9011) 961-1-422278  
Title: Director General  
Organization: Ministry of Justice  
City/Country: Beirut/Lebanon

**COPY TO:** Mr. Edgard Chehab      **FAX NO:** (9011) 961-1-981311  
Title: Energy and Environment Network  
Organization: UNDP  
City/Country: Beirut/Lebanon

**FROM:** Maria Sarraf      **FAX NO.:** 202-477-1981  
Title: Sr. Environmental Economist      **Telephone:** 202-473-0726  
Dept/Div: MNSSD      **Dept./Div. No.:** 7022

**SUBJECT:** **LEBANON: IDF Grant – Support the Judiciary System in the Enforcement of Environmental Legislation**

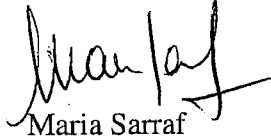
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**MESSAGE:**

Dear Mr. Natour,

I am pleased to attach a copy of the Grant Agreement for the above-mentioned activity that was signed between the World Bank and the Government of Lebanon on July 4, 2006. Please do not hesitate to contact me for any further information.

Sincerely yours,



Maria Sarraf  
Sr. Environmental Economist  
Sustainable Development Department  
Middle East & North Africa Region

Encl : 1

**The World Bank**

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT  
INTERNATIONAL DEVELOPMENT ASSOCIATION

1818 H Street N.W.  
Washington, D.C. 20433  
U.S.A.

(202) 477-1234  
Cable Address: INTBAFRAD  
Cable Address: INDEVAS

July 4, 2006

H.E. Jihad Azour  
Minister of Finance  
Ministry of Finance  
Beirut, Lebanon

Re: Grant for Supporting the Judiciary System in the Enforcement of  
Environmental Legislation  
IDF Grant No. TF056820

Excellency:

I am writing on behalf of the International Bank for Reconstruction and Development (the Bank) to indicate the Bank's agreement to make to Lebanese Republic (the Recipient) a grant in an amount not exceeding three hundred twenty seven thousand United States dollars (US\$327,000) (the Grant).

The Grant is made in response to the Recipient's request for financial assistance and for the purposes and on the terms and conditions set forth in the Annex to this Letter Agreement. The Recipient represents, by confirming its agreement below, that it is authorized to contract and withdraw the Grant for the said purposes and on the said terms and conditions.

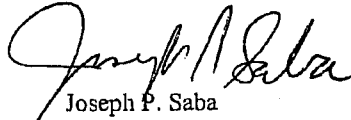
Please note that it is the Bank's policy to make publicly available this Letter Agreement and any information related thereto, after this Letter Agreement has become effective and the Recipient has given its consent to such disclosure. The Recipient, by countersigning this Letter Agreement, confirms its consent to such disclosure.



Please confirm your agreement with the foregoing, on behalf of the Recipient, by signing, dating, and returning to us the enclosed copy of this Letter Agreement. Upon receipt by the Bank of the copy of this Letter Agreement countersigned by you, this Letter Agreement will become effective as of the date of the countersignature.

Very truly yours,

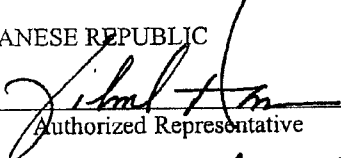
INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT



Joseph P. Saba  
Country Director  
Middle East and North Africa Region

AGREED:

LEBANESE REPUBLIC

By  \_\_\_\_\_  
Authorized Representative

Name JIHAD AZOUR

Title Minister of Finance

Date 5/07/06

ANNEX

**Purposes, Terms, and Conditions of the Grant**

Purposes and Activities

1.1. The purpose of the Grant is to strengthen the capacity of the Recipient's Ministry of Justice (MOJ) in enforcing environmental legislation. The activities (the Activities) for which the Grant is given are as follows:

Part A: Environmental Jurisprudence

Provision of consultants' services to: (i) carry out a review of all environmental jurisprudence cases by sectors; (ii) conduct a comprehensive review of international jurisprudence focusing on countries with similar legislation systems; (iii) conduct a comparative analysis between national and the international case studies and prepare a lessons-learned guide to be used as an effective tool by judges for guidance in similar cases; (iv) develop an on-line database and search engine on environmental jurisprudence to be used as a tool and reference by all judges; and (v) prepare a publication on environmental jurisprudence.

Part B: Environmental Experts Testimony Database

Provision of consultants' services to: (i) update the Ministry of Environment's (MOE) list of experts per sector and field; and (ii) undertake necessary administrative and legal procedures to render the list official.

Part C: Environmental Law Course at the Institute of Judicial Training

Provision of consultants' services to: (i) review the existing curriculum of the Institute of Judicial Training and courses offered in similar international institutes; (ii) develop and introduce a new course on enforcement of environmental legislation at the Institute of Judicial Training; and (iii) prepare legal and administrative procedures including necessary application decree to make the course officially part of the curriculum of the Institute of Judicial Training.

Part D: Raising Awareness and Wide Dissemination of Information

(i) Provision of consultants' services, training and goods to: (a) introduce in the Judicial Review Journal a section focusing on articles relating to environmental issues; (b) conduct awareness seminars on the enforcement of environmental legislations for district attorneys, litigation judges, civil jurisdiction judges and trainee judges for long term sustainability and based on a train-the-trainer approach; and (c) conduct a study tour for at least two judges in a European court; and

(ii) Provision of training and goods to conduct awareness seminars to environmental experts on environmental compliance and enforcement.

Part E: Project Management

Provision of consultants' services and goods, including a computer, a printer and office supplies to: (i) carry out audit reports; and (ii) prepare other reports, including an inception report, a progress report and an evaluation report during the implementation of the Activities.

## 2. Implementation Generally

2.1. The Recipient shall: through the Ministry of Justice (MOJ) with respect to the Activities set forth in Parts A, C, D (i) and E of this Annex; and through the Ministry of Environment (MOE) with respect to the Activities set forth in Parts B and D (ii) of this Annex:

- (a) carry out the Activities with due diligence and efficiency;
- (b) promptly provide the funds, facilities, services and other resources required for that purpose;
- (c) furnish all information covering the Activities and the use of the proceeds of the Grant as the Bank shall reasonably request;
- (d) from time to time exchange views with the Bank's representatives on the progress and results of the Activities; and
- (e) take all necessary measures required to enable the Bank's representatives to visit the territory of the Recipient for purposes related to the Grant. Without limitation on the foregoing, the Recipient shall, if the Bank shall so request, prepare and furnish to the Bank promptly upon completion of the Activities a report, in form and substance satisfactory to the Bank, on the results and impact of the Activities.

2.1.1. The Recipient shall cause MOJ to carry out its respective Activities through a project agreement to be executed between MOJ and the United Nations Development Program, which agreement shall set forth, inter alia, the administrative support and related arrangements, including disbursement arrangements, between MOJ and the United Nations Development Program, acceptable to the Bank.

2.2. Without limitation to subparagraph 2.1(b) above, the Recipient shall provide funds for: (a) office and training facilities; (b) salaries of counterpart staff; and (c) local transportation.

## 3. Procurement

3.1. Except as the Bank shall otherwise agree, procurement of the consultants' services and goods required for the carrying out of the Activities and to be financed out of the proceeds of the Grant shall be governed by the provisions of Attachment I to this Annex.

3.2. The Recipient shall ensure that all imported goods to be financed out of the proceeds of the Grant shall be insured against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and that any indemnity for such insurance is payable in a freely usable currency to replace or repair such goods. The Recipient shall ensure that any facilities relevant to the Activities are at all times operated and maintained in accordance with appropriate practices and that any repairs or renewals of such facilities are promptly made as needed.

## 4. Withdrawal of Grant Proceeds

4.1. The amount of the Grant shall be credited to an account opened by the Bank on its books in the name of the Recipient (the Grant Account), and may be withdrawn therefrom by the Recipient in accordance with the provisions of this paragraph 4, for expenditures in respect of the reasonable cost of goods and services required for the Activities and to be financed out of the proceeds of the Grant.

4.2. The expenditures for the following Categories of items may be financed out of the proceeds of the Grant and shall be used exclusively in the carrying out of the Activities:

<u>Category</u>	<u>Amount of the Grant Allocated (in United States Dollars)</u>	<u>% of Expenditures to be Financed</u>
(1) Consultants' services services including audit and management fee		95% of local expenditures for services of consultants domiciled within the territory of the Recipient and 92.5% of foreign expenditures for services of other consultants
(a) MOJ – for activities under Parts A, C, D(i) and E	192,000	
(b) MOE – for activities under under Parts B and D(ii)	22,000 ✓	
(2) Training		100%
(a) MOJ – for activities under Parts C and D(i)	50,000	
(b) MOE -- for activities under Part D(ii)	20,000	
(3) Goods		100% of foreign expenditures, 100% of local expenditures (ex-factory cost) and 85% of local expenditures for other items procured locally
(a) MOJ – for activities under Parts D(i) and E	35,000	
(b) MOE -- for activities under Part D(ii)	8,000 ✓	
TOTAL	<u>327,000</u>	

For the purposes of this paragraph, the term:

(a) "foreign expenditures" means expenditures in the currency of any country other than that of the Recipient for goods or services supplied from the territory of any country other than that of the Recipient; and

(b) "local expenditures" means expenditures that are not foreign expenditures.

4.3. Notwithstanding the provisions of paragraph 4.2 above:

(a) No withdrawals from the Grant Account shall be made: (i) for payments made for expenditures prior to the date of signature of this Letter Agreement by the Bank; or (ii) for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the Bank's knowledge, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;

(b) No withdrawals from the Grant Account shall be made after a date three years from the date of countersignature of this Letter Agreement by the Recipient (the Closing Date). However, withdrawals may be made after the Closing Date for expenditures incurred prior to the Closing Date if the corresponding withdrawal application is received by the Bank within four months after the Closing Date, after which time any amount of the Grant remaining unwithdrawn from the Grant Account shall be canceled;

(c) No withdrawals shall be made in respect of payments made for expenditures under Parts A, C, D (i) and E of this Annex unless a project agreement, acceptable to the Bank, between MOJ and the United Nations Development Program, which agreement shall set forth, inter alia, the administrative support and related arrangements, including disbursement arrangements, shall have been executed between MOJ and the United Nations Development Program.

(d) The use of any proceeds of the Grant to pay for taxes levied by, or in the territory of, the Recipient on or in respect of the goods or services to be financed out of the proceeds of the Grant, or on their importation, manufacture, procurement or supply, is subject to the Bank's policy of requiring economy and efficiency in the use of the proceeds of its loans and grants. To that end, if the Bank at any time determines that the amount of any such tax is excessive, or that such tax is discriminatory or otherwise unreasonable, the Bank may, by notice to the Recipient, adjust the percentage of such goods or services to be financed out of the proceeds of the Grant specified in the table in paragraph 4.2 above, as required to ensure consistency with such policy of the Bank; and

(e) If, in the Bank's opinion, an amount of the Grant allocated to any of the categories in the table in paragraph 4.2 above will be insufficient to finance the expenditures for such category, the Bank may, by written notice to the Recipient, reallocate to such category an amount of the Grant then allocated to another category which, in the Bank's opinion, will not be necessary to meet other expenditures.

4.4. When the Recipient shall desire to withdraw any amount from the Grant Account, it shall deliver to the Bank a written application for withdrawal of such amount in the form specified by the Bank. Withdrawal applications shall be: (a) signed on behalf of the Recipient by the Minister of Finance or such other person as he or she shall have authorized in writing; and (b) accompanied by such evidence in support of the application as the Bank shall reasonably request. Authenticated specimen signatures of the person authorized to sign withdrawal applications shall be provided with the first application bearing his or her signature. Each withdrawal application for an amount of the Grant and its supporting evidence must be sufficient in form and substance to satisfy the Bank that the Recipient is entitled to withdraw such amount from the Grant Account and that such amount is to be used in the carrying out of the Activities. The Bank shall pay the amounts withdrawn by the Recipient from the Grant Account only to or on the order of the Recipient.

4.5. To facilitate the carrying out of the Activities, the Recipient may open and maintain two special deposit accounts, MOJ Special Account for the Activities set forth in Parts A, C, D (i) and E of this Annex and MOE Special Account for Activities set forth in Parts B and D (ii) of this Annex (the Special Accounts) in United States dollars in its Central Bank on terms and conditions

satisfactory to the Bank. Deposits into, and payments out of, the Special Accounts shall be made in accordance with the provisions of Attachment II to this Annex.

4.6. The Bank may require that withdrawals from the Grant Account be made on the basis of statements of expenditure for expenditures for: (a) services of consulting firms costing less than the equivalent of US\$50,000; (b) services of individual consultants costing less than the equivalent of US\$25,000; (c) goods; and (d) training, all under such terms and conditions as the Bank shall specify by notice to the Recipient.

4.7. Withdrawals of the proceeds of the grant shall be made in United States dollars. However, the Bank, at the Recipient's request and acting as an agent of the Recipient, shall purchase with US dollars withdrawn from the Grant Account such currencies as shall be required to pay for expenditures to be financed out of the proceeds of the Grant. Whenever it shall be necessary, for the purposes of this Letter Agreement, to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

5. Accounts and Audits

(a) The Recipient shall maintain or cause to be maintained a financial management system, including records and accounts, and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Activities.

(b) The Recipient shall: (i) have the financial statements referred to in subparagraph (a) above for each such fiscal year (or other period agreed to by the Bank), audited, in accordance with consistently applied auditing standards, acceptable to the Bank, by an independent auditor acceptable to the Bank; (ii) furnish to the Bank as soon as available, but in any case not later than six months after the end of each such year (or such other period agreed to by the Bank), (A) certified copies of the financial statements referred to in subparagraph (a) above for such year (or such other period agreed to by the Bank), as so audited, and (B) an opinion on such statements by said auditors, in scope and detail satisfactory to the Bank; and (iii) furnish to the Bank such other information concerning such records and accounts and the audit of such financial statements, and concerning said auditors, as the Bank shall have reasonably requested.

(c) For all expenditures with respect to which withdrawals from the Grant Account were made on the basis of statements of expenditure, the Recipient shall: (i) retain, until at least one year after the Bank has received the audit report for or covering the fiscal year in which the last withdrawal from the Grant Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures; (ii) enable the Bank's representatives to examine such records; and (iii) ensure that such statements of expenditure are included in the audit for each fiscal year, or other period agreed to by the Bank, referred to in subparagraph (b) above.

6. Suspension and Cancellation

6.1 The Bank may at any time, by notice to the Recipient, suspend the right of the Recipient to make further withdrawals from the Grant Account if any of the following events has occurred and is continuing: (a) funds withdrawn have not been used for the purpose agreed between the Recipient and the Bank; (b) the Activities have not been carried out in accordance with the standards or methods agreed between the Recipient and the Bank; (c) the Recipient has failed to comply with any of the obligations herein specified; or (d) the right of the Recipient, or any other entity to which the Bank has made a loan with the guarantee of the Recipient, to make withdrawals under any loan agreement with the Bank or any development credit, grant or

financing agreement with the International Development Association has been suspended.

6.2. The Bank may, by notice to the Recipient, terminate the right of the Recipient to make further withdrawals from the Grant Account and shall cancel any amount of the Grant remaining unwithdrawn: (a) at any time after withdrawals from the Grant Account have been suspended pursuant to the provisions of paragraph 6.1 above; or (b) if the Recipient has failed to take action, satisfactory to the Bank, regarding the implementation of the Activities within seven months after the notification by Bank to the Recipient of the approval of the Grant.

**Attachment I**

**Procurement**

Section I. General

A. All goods and services (other than consultants' services) shall be procured in accordance with the provisions of Section I (except paragraph 1.16 thereof) of the "Guidelines: Procurement under IBRD Loans and IDA Credits" dated May 2004 (the Procurement Guidelines), and with the provisions of this Attachment.

B. All consultants' services shall be procured in accordance with Sections I (except paragraph 1.24 thereof) and IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" dated May 2004 (the Consultant Guidelines), and with the provisions of this Attachment.

C. The capitalized terms used below in this Attachment to describe particular procurement methods or methods of review by the Bank of particular contracts, have the meanings ascribed to them in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

Section II. Particular Methods of Procurement of Goods and Services (other than Consultants' Services)

Shopping. Goods shall be procured under contracts awarded on the basis of Shopping.

Section III. Particular Methods of Procurement of Consultants' Services

A. Quality- and Cost-based Selection. Except as otherwise provided in Part B of this Section, consultants' services shall be procured under contracts awarded on the basis of Quality- and Cost-based Selection. For purposes of paragraph 2.7 of the Consultant Guidelines, the short list of consultants for services estimated to cost less than \$200,000 equivalent per contract may comprise entirely national consultants.

B. Other Procedures

1. Selection Under a Fixed Budget. Services for assignments which the Bank agrees meet the requirements of paragraph 3.5 of the Consultant Guidelines may be procured under contracts awarded on the basis of a Fixed Budget in accordance with the provisions of paragraphs 3.1 and 3.5 of the Consultant Guidelines.

2. Least-cost Selection. Services for assignments which the Bank agrees meet the requirements of paragraph 3.6 of the Consultant Guidelines may be procured under contracts awarded on the basis of Least-cost Selection in accordance with the provisions of paragraphs 3.1 and 3.6 of the Consultant Guidelines.

3. Selection Based on Consultants' Qualifications. Services estimated to cost less than \$100,000 equivalent per contract may be procured under contracts awarded in accordance with the provisions of paragraphs 3.1, 3.7 and 3.8 of the Consultant Guidelines.

4. Single Source Selection. Services for tasks in circumstances which meet the requirements of paragraph 3.10 of the Consultant Guidelines for Single Source Selection, may,



with the Bank's prior agreement, be procured in accordance with the provisions of paragraphs 3.9 through 3.13 of the Consultant Guidelines.

5. Individual Consultants. Services for assignments that meet the requirements set forth in the first sentence of paragraph 5.1 of the Consultant Guidelines may be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.2 through 5.3 of the Consultant Guidelines. Under the circumstances described in paragraph 5.4 of the Consultant Guidelines, such contracts may be awarded to individual consultants on a sole-source basis.

Section IV. Review by the Bank of Procurement Decisions

Except as the Bank shall otherwise determine by notice to the Recipient, each contract for consultants' services provided by a firm estimated to cost the equivalent of \$50,000 or more shall be subject to Prior Review by the Bank. In addition, with respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$25,000 or more, the report on the qualifications and experience of all evaluated candidates, the terms of reference and the terms of employment of the consultants shall be subject to prior approval by the Bank. All other contracts shall be subject to Post Review by the Bank.

**Attachment II**

**Special Account**

1. For the purposes of this Attachment:
  - (a) the term "eligible categories" means the categories set forth in paragraph 4.2 of the Annex to this Letter Agreement;
  - (b) the term "eligible expenditures" means expenditures in respect of the reasonable cost of goods and services required for the Activities and to be financed out of the proceeds of the Grant; and
  - (c) the term "Authorized Allocation" means the amount of US\$100,000 in respect of MOJ Special Account and the amount of US\$50,000 in respect of MOE Special Account, to be withdrawn from the Grant Account and deposited in the Special Accounts pursuant to paragraph 3 (a) of this Attachment II.
2. Payments out of the respective Special Accounts shall be made exclusively for eligible expenditures in accordance with the provisions of this Attachment.
3. After the Bank has received evidence satisfactory to it that the respective Special Accounts have been duly opened, withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the respective Special Accounts shall be made as follows:
  - (a) The Recipient shall furnish to the Bank a request or requests for a deposit into the respective Special Accounts of an amount or amounts which do not exceed the aggregate amount of the Authorized Allocation. On the basis of such request or requests, the Bank shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the respective Special Accounts such amount or amounts as the Recipient shall have requested.
  - (b)
    - (i) For replenishment of the respective Special Accounts, the Recipient shall furnish to the Bank requests for deposits into the respective Special Accounts at such intervals as the Bank shall specify.
    - (ii) Prior to or at the time of each such request, the Recipient shall furnish to the Bank the documents and other evidence required pursuant to paragraph 4 of this Attachment for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Recipient, withdraw from the Grant Account and deposit into the respective Special Accounts such amount as the Recipient shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the respective Special Accounts for eligible expenditures. All such deposits shall be withdrawn by the Bank from the Grant Account under the eligible categories, and in the respective equivalent amounts, as shall have been justified by said documents and other evidence.
4. For each payment made by the Recipient out of the respective Special Accounts, the Recipient shall, at such time as the Bank shall reasonably request, furnish to the Bank such

documents and other evidence showing that such payment was made exclusively for eligible expenditures.

5. Notwithstanding the provisions of paragraph 3 of this Attachment, the Bank shall not be required to make further deposits into any Special Account:

(a) if, at any time, the Bank shall have determined that all further withdrawals should be made by the Recipient directly from the Grant Account;

(b) if the Recipient shall have failed to furnish to the Bank, within the period of time specified in paragraph 5 (b) (ii) of the Annex to this Letter Agreement, any of the audit reports required to be furnished to the Bank pursuant to said paragraph in respect of the audit of the records and accounts for the respective Special Accounts;

(c) if, at any time, the Bank shall have notified the Recipient of its intention to suspend in whole or in part the right of the Recipient to make withdrawals from the Grant Account pursuant to the provisions of paragraph 6.1 of the Annex to this Letter Agreement; or

(d) once the total unwithdrawn amount of the Grant shall equal the equivalent of twice the amount of the Authorized Allocation.

Thereafter, withdrawal from the Grant Account of the remaining unwithdrawn amount of the Grant shall follow such procedures as the Bank shall specify by notice to the Recipient. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the respective Special Accounts as of the date of such notice will be utilized in making payments for eligible expenditures.

6. (a) If the Bank shall have determined at any time that any payment out of any Special Account: (i) was made for an expenditure or in an amount not eligible pursuant to paragraph 2 of this Attachment; or (ii) was not justified by the evidence furnished to the Bank, the Recipient shall, promptly upon notice from the Bank: (A) provide such additional evidence as the Bank may request; or (B) deposit into the respective Special Accounts (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment or the portion thereof not so eligible or justified. Unless the Bank shall otherwise agree, no further deposit by the Bank into any of the Special Accounts shall be made until the Recipient has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank shall have determined at any time that any amount outstanding in any Special Account will not be required to cover further payments for eligible expenditures, the Recipient shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

**Annex 2 – Letter from MoF for UNDP Support**



REPUBLIC OF LEBANON  
MINISTRY OF FINANCE

THE MINISTER

May 15, 2006

Mr. Joseph Saba  
Director  
Middle East Department  
Middle East and North Africa Region

**Subject: Supporting the Judiciary System in the Enforcement of Environmental Legislation- Institutional Development Fund Grant**

Dear Mr. Saba,

Reference to the letter dated May 5<sup>th</sup> 2006 regarding the approval of the World Bank grant as a support to the Judiciary System in the Enforcement of Environmental Legislation. In this context, I would like to thank you for this meaningful contribution and its symbolic nature as it touches across two crucial domains for Lebanon's future, namely the judicial system and environment. As we know, environment issues have always been important in the Bank's program in Lebanon. This is reinforced by the fact that the new Country Assistance Strategy has the Environment as one of its three pillars.

The Ministry of Justice (MOJ) has requested the support of the UNDP for the implementation of the grant. I definitely encourage UNDP's involvement in this important project. From our experience at the Ministry of Finance, we view the partnership with UNDP, whose projects have been at the core of the government's reform efforts over the past decade, to be important and essential. Indeed, UNDP (co-financer and implementing agency) has an extensive experience in assisting the Government in the formulation and implementation of institutional strengthening projects. As for the identification of the consultants, I suggest that UNDP recruits and manages these consultants in consistence with the Bank's guidelines and the terms specified in the Letter Agreement.

On the other hand, the MOJ, the main beneficiary of the grant has already demonstrated a strong commitment to improve its judiciary system. Also, the Ministry of Environment, a partner in this initiative has a long history of successful cooperation with the World Bank, especially in the Mediterranean Environmental Program (METAP).

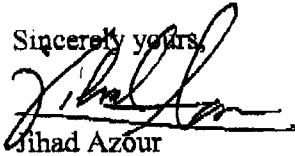
*c.c. RR (MF)  
O.I.C.*

*Pipeline*

*O.I.C.  
EC*

Please accept our appreciation for your continued support to the environment sector in Lebanon. Awaiting for the proposed Letter Agreement for our countersignature.

Sincerely yours,



Jihad Azour  
Minister of Finance

Cc: Dr. Mona Hammam  
Resident Representative  
UNDP- Lebanon

**Annex 3 – Letter of Agreement between Government of Lebanon and UNDP**



**STANDARD LETTER OF AGREEMENT  
BETWEEN UNDP AND THE GOVERNMENT OF LEBANON  
FOR THE PROVISION OF SUPPORT SERVICES**

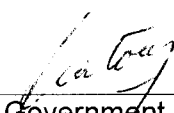
Excellency,

1. Reference is made to consultations between officials of the Government of Lebanon and officials of UNDP with respect to the provision of support services by the UNDP country office for the nationally managed **Project 00045697 Supporting the Judiciary System in the Enforcement of Environmental Legislation**. UNDP and the Ministry of Justice hereby agree that the UNDP country office may provide such support services at the request of the Government of Lebanon through the Ministry of Justice being the institution designated in the relevant project document, as described below.
2. The UNDP country office may provide support services and, in doing so, shall ensure that the capacity of the Ministry of Justice is strengthened to enable it to carry out such activities directly.
3. The UNDP country office may provide, at the request of the designated institution, the following implementation support services for the activities related to project delivery:
  - i. Payments, disbursements and other financial transactions
  - ii. Recruitment of staff, project personnel, and consultants
  - iii. Procurement of services and equipment, including disposal
  - iv. Organization of training activities, conferences, and workshops, including fellowships
  - v. Travel authorization, visa requests, ticketing, and travel arrangements
  - vi. Shipment, custom clearance, vehicle registration, and accreditation
4. The UNDP country office will also provide, the following general oversight and management services for the activities of the project which include the following:
  - i. Project identification, formulation, and appraisal
  - ii. Determination of execution modality and local capacity assessment
  - iii. Briefing and de-briefing of project staff and consultants
  - iv. General oversight and monitoring, including participation in project reviews
  - v. Receipt, allocation and reporting to the donor of financial resources
  - vi. Thematic and technical backstopping through Bureaus
5. The procurement of goods and services and the recruitment of project personnel by the UNDP country office shall be in accordance with the UNDP regulations, rules, policies and procedures. If the requirements for support services by the country office change during the life of the project, the project document is revised with the mutual agreement of the UNDP Resident Representative and the Ministry of Justice.



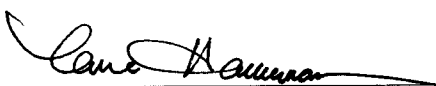


6. The relevant provisions of the Standard Basic Agreement with the Government (the "SBAA"), dated 10 February 1986, including the provisions on liability and privileges and immunities, shall apply to the provision of such support services. The Ministry of Justice shall retain overall responsibility for the nationally managed project. The responsibility of the UNDP country office for the provision of the support services described herein shall be limited to the provision of such support services detailed in paragraphs 3 and 4.
7. Any claim or dispute arising under or in connection with the provision of support services by the UNDP country office in accordance with this letter shall be handled pursuant to the relevant provisions of the SBAA.
8. The cost of UNDP country office in providing the implementation support services (ISS) related to the project activities described in paragraph 3 above shall be recovered directly from the project budget on the basis of the UNDP Universal Price List (available upon request) and in accordance with the decision and directives of UNDP's Executive Board.
9. The management cost of UNDP country office in providing the general oversight and management services of the project described in paragraph 4 above shall be charged to the project budget according to the agreed upon project document.
10. Any modification of the present arrangements shall be effected by mutual written agreement of the parties hereto.
11. If you are in agreement with the provisions set forth above, please sign and return to this office two signed copies of this letter. Upon your signature, this letter shall constitute an agreement between the Ministry of Justice and UNDP on the terms and conditions for the provision of support services by the UNDP country office for nationally managed **00045697 Supporting the Judiciary System in the Enforcement of Environmental Legislation**.

  
\_\_\_\_\_  
For the Government of Lebanon

Minister of Justice

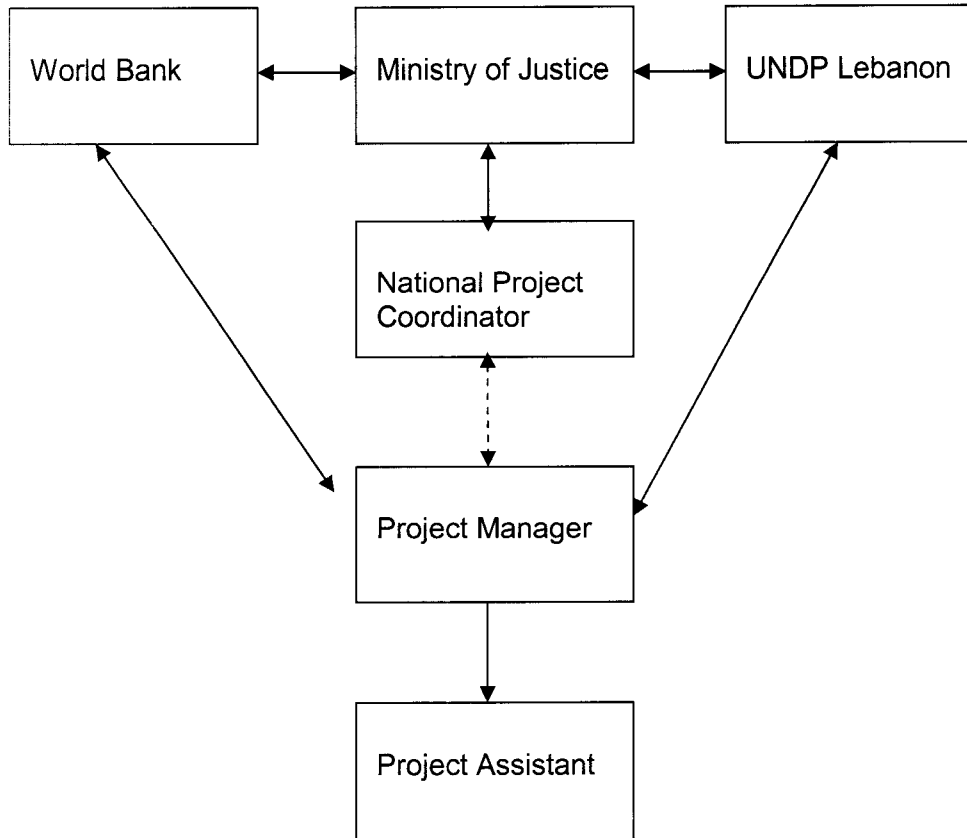
21 February 2007

  
\_\_\_\_\_  
Signed on behalf of UNDP  
Mona Hammam  
Resident Representative

## Annex 4 – UNDP Lebanon USD Account

Bank Name:	BANK OF AMERICA
Address:	1401 Elm St., Dallas TX 75202
ABA No.:	111000012
Wire Routing Number:	026009593
SWIFT Code:	BOFAUS3N
Account No.:	3752218192
Account Name:	UNDP Lebanon Representative in Lebanon US Dollar Account
Reference:	"Donor organization name" "Project Number and/or name"

**Annex 5 – Project Organisational Chart**



## Annex 6 – PIU Terms of Reference

### Part 1 – TORs Project Manager

- Review the project document and prepare an inception report that outlines a detailed workplan;
- Assign tasks and responsibilities to the project members at the inception phase to ensure proper execution of the project activities, as set in the project document:
  - o Review existing cases of environmental jurisprudence per sector in Lebanon, compare them to international case studies and develop a reference guide for Judges.
  - o Introduce an environmental course at the Institute of Judicial Training at the Ministry of Justice.
  - o Raise awareness and ensure wide dissemination of information
- Organize weekly meetings for the project team members to assess work progress, discuss challenges and constraints, provide guidance and support;
- Organize periodical meetings for the project advisory committee to discuss project progress, impacts on stakeholders, sustainability, etc.;
- Monitor project's finance and schedule;
- Assess, throughout the project lifetime, project's progress and outputs, and introduce any necessary modification in line with national priorities and in coordination with the Ministry of Justice, the World Bank and UNDP;
- Mobilize resources for environmental law development, application, enforcement and education;
- Guide and supervise subcontractors in the execution of outsourced tasks;
- Maintain good liaison with Lebanese officials directly or indirectly affected by the project, primarily the Ministry of Justice, the Ministry of Environment, as well as with the World Bank and UNDP; and
- Develop and submit progress, interim and final reports according to WB/UNDP guidelines.

#### Qualifications:

- A degree in law or an environment related discipline with at least 7 years of experience in environmental law
- 5 years of experience in project management
- Demonstrated experience in working with public sector and UN agencies
- Communication skills
- Fluency in Arabic, French and English (spoken, written and read)
- Computer skills: Microsoft Office and Internet

### Part 2 – TORs Project Assistant/Legal Officer

#### *Technical/ Research Duties:*

- Carry out the necessary research (hard books, journals, electronic, etc.) for:
  - laying out the work foundation: i.e. identifying the appropriate methodology for diagnosing the current cases of environmental jurisprudence compare them to international case studies and develop a reference guide for Judges.
  - assist in developing an environmental course at the Institute of Judicial Training at the Ministry of Justice.
  - assist in raising awareness and ensuring wide dissemination of information
  - respond to any other related research query during the implementation of the project.
- Participate in providing guidance to the External Assistant for this project, supervising their work and preparing all the necessary legal and financial procedures and documents (including payment processing, etc.).
- Participate in the organization of a visit to Europe for selected public sector officials with the objective of enlightening them on environmental legislation and regulation related procedure in Europe and more particularly participate in the:
  - selection of the places to visit;
  - identification of the relevant participants; and
  - handling of the necessary logistics.

**Project Assistant Duties:**

- Participate in setting up the advisory committee for the project (identification of potential members and official assignment of members) as well as organizing the regular meetings of the committee and handling the secretarial tasks (members invitation to the various meetings, meetings' agenda preparation, minutes of meeting writing and circulation, etc.).
- Assist in the logistics and the administrative work related to the various training sessions and seminars such as venue booking, banner, tags and tents preparation, participants invitation and registration, training reporting, etc.
- Participate in the discussion of the project progress with the national focal points (i.e. the relevant individuals assigned by the Ministry of Justice to follow up on this project) and other stakeholders on a continuous basis.
- Participate in the preparation of the project related awareness and media tools such as brochures, briefs and non-classical modes of mass-communication.
- Participate in the preparation of the project progress, interim and final reports.
- Upgrade the terms of reference as the project evolves by forwarding suggestions to the project manager.

**Selection Requirements:**

	Bachelor Degree	Master Degree	Experience
	Law	None	3-5 years in environmental legislation and regulation
OR	Law	Public Administration or related field; <u>or</u> Environment related discipline; <u>or</u> Law	1-2 years in relevant fields
OR	Environment related field	Public Administration or related field (BS or MS); <u>or</u> Relevant law discipline (BS or MS)	1-2 years in relevant fields

- Fluency in Arabic (spoken, written and read) as well as French and English;
- Computer skills: Microsoft Office and Internet;
- Demonstrated research skills;
- Demonstrated translation skills and experience;
- Ability to work in group and communicate easily;
- Proven organization skills as well as hard-working skills.