

# Lebanese Women Rights and the Nationality Law



## COVER PAGE

Country: LEBANON

UNDAF Outcome(s)/Indicator(s):	Goal 2: Rights-based approach to development promoted and implemented
Expected Outcome(s)/Indicator (s):	Outcome 3: National Capacities and Policy Formulation enhanced S.L1.2: Pro-Poor policy reforms to achieve MDG Targets
Expected Output(s)/Annual Targets:	Mapping study on impact of nationality law on women finalized, published and disseminated 30 representatives from local women and human rights NGOs trained on advocacy and networking Proposal of the draft law to reform current Nationality Law submitted to Parliament Nationality Law reformed and enacted
Executing Entity:	The National Committee for Follow Up on Women's Issues
Implementing agencies	The National Committee for Follow Up on Women's Issues

### Narrative

The goal of this project is to reform the current nationality law to enable women to pass on their nationality to spouses and children in support of equal rights and opportunities in Lebanon.

To reach this goal, it is envisaged that a local network of women's NGOs would be established.

Supporting activities include:

- Establishment of Project Board to develop the project strategy
- Mapping study to assess the impact of current nationality law on women and their families, to determine the size of the problem
- Training women NGOs on networking and advocacy
- Build partnerships between women's NGOs and parliamentarians, especially female deputies
- National conference to launch the campaign for nationality law reform
- Public awareness campaign to promote the nationality law reform
- Meeting to promote nationality law reform with parliamentary committees and parliamentarians.

Programme Period: 2 YEARS  
 Programme Component:  
 Project Title: Lebanese Women Rights and the Nationality Law  
 Project ID:  
 Project Duration: 2 YEARS  
 Management Arrangement: NGO Execution

Total Budget USD 270,000  
 Allocated resources:  
 DGTTF USD 170,000  
 UNDP USD 100,000



Agreed by (CDR): \_\_\_\_\_

Agreed by (UNDP): \_\_\_\_\_

20/1/2011

## Lebanese Women Rights and the Nationality Law

### I. SITUATION ANALYSIS

One of the main goals of the United Nations Development Assistance Framework (UNDAF) 2002-2006 in Lebanon is to achieve the implementation of a right based approach to development. UNDP's project "Lebanese Women Rights and the Nationality Law" will be one of UNDP's initiatives that will assist the UN agencies in Lebanon and the Lebanese Government in achieving this goal. The right based approach to development goal guarantees that everyone has the right to participate in, contribute to, and enjoy economic, social, cultural and political development, thus moving from the optional realm of charity into the mandatory realm of law, with identifiable rights, obligations, claim-holders and duty-bearers.

Lebanon's 1990 amended Constitution incorporates the International Bill for Human Rights and requires that the principles contained in the Covenants be embodied "in all fields and areas without exception." Thus, the Constitution requires that international human rights standards be reflected in the laws of the country, and enjoyed in practice. In addition, Lebanon has ratified most major international conventions and has passed, in the last 10 years, more than 90 new laws related to human rights, gender equality, and transparency.

Despite these positive aspects, gaps continue to exist between Lebanon's legal obligations under international human rights conventions and existing laws, procedures, and practices on the ground. In short, there is an overall absence of laws in application of these conventions, and of adequate procedural safeguards to ensure their implementation.

The MDG 3 indicators, about gender equality and women's empowerment, show very good progress especially on the access to education level. However, in most other areas, women's situation is much less positive, especially for the poor, the refugees, and the non-Lebanese.

Still much remains to be done with respect to women's rights in Lebanon. This is especially important since lack of women's rights almost automatically and equally translates into lack of rights for their children and families. A wide array of laws and practices that harm women's rights in Lebanon and the major deficiencies in this respect derive from the nationality status of women.

The nationality law needs to be amended with regard to women's rights; the nationality laws of 1960 is in violation of CEDAW, specifically article 15 in terms of equality between men and women before the law; as well as article 9 (right to nationality) and article 16 (marriage) on which Lebanon made reservations. Lebanon's reservations to CEDAW, however, have been deemed by the CEDAW Committee as being against the object and purpose of the Convention, and should be lifted. One specific example is Article 9 (2), and article 16 (1) (c) (d) (f) and (g) regarding the right to choose a family name.

Violations of women's rights in the nationality law occur as follows:

1- The Lebanese nationality law restricts consanguinity to the father. Every person born from a Lebanese father, no matter where, is deemed Lebanese. Consequently, the Lebanese mothers cannot grant their nationality to their children and are deprived of their basic rights as citizens.

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2- The Lebanese nationality law also discriminates between mothers Lebanese by origin and foreign naturalized mothers. Since this law entitles foreign mothers who have acquired the Lebanese nationality the right to give it to their children after the death of their father, while it deprives this right from the Lebanese women by origin.

3- This law gives the Lebanese husband the right to give his Lebanese nationality to his spouse, while it deprives this right from the Lebanese women married to a foreigner.

4- Finally, this law constitutes a minimization of women's rights in the case of their reacquiring the Lebanese nationality lost due to their marriage to foreigners, because it is subject to the approval of the foreign husband.

The nationality law is negatively affecting the whole family and not only the women. Some of the negative aspects are mainly on the children because in Lebanon many children, including the rural poor and non-citizens, do not enjoy the protection of the State equally with other children, and many issues emerge such as access to education which is not facilitated for non-Lebanese children resulting in an increase in child labor among the very young. In addition, access to health and social services is not facilitated to non-Lebanese children.

Discriminatory laws denying women equal nationality rights undermine women's status as equal citizens. Such laws send the message that women do not enjoy a direct relationship with the state, but must access their citizenship rights through the mediation of a male family member, such as a father or a husband. Until women in Lebanon are recognized as full nationals and citizens, they cannot participate fully in public life, nor claim the other rights to which they are entitled as equal members of their societies.

Finally, it should be noted that UNDP POGAR in partnership with the Collective for Research and Training on Development – Action (CRTD.A) launched the “Gender, Citizenship & Nationality Regional Programme” in 2001. In Lebanon CRTD.A set up an alliance of women and civil society organizations that have become increasingly active in implementing the Nationality Campaign. The alliance succeeded in raising community and public awareness, and mobilizing media coverage, yet the alliance was not able to advocate with the government so as to change its national legislation on nationality.

## II. STRATEGY

Women's right to equal citizenship is advancing in the majority of Arab constitutions (Djibouti: Women are guaranteed equality under the law; Bahrain: Constitution provides for equality and equal opportunity in healthcare, welfare, education, and employment; Libya: Qadhafi implemented his own personal revolutionary vision, as embodied in the three volumes of the Green Book, advocated social equality for men and women; Qatar: Since assuming power in 1995, Sheikh Hamad has initiated a transition to democracy with the full participation of women and advocated a larger female role in public life;)<sup>1</sup>. Yet in Lebanon, women are denied their right

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<sup>1</sup> <http://gender.pogar.org/countries/>

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to nationality - a crucial component of citizenship. The goal of this project is to reform the current nationality law to enable women to pass on their nationality to spouses and children. To reach this goal, UNDP will build on UNDP-POGAR 'Gender and Citizenship' project where Women NGOs in Morocco, Algeria and Egypt were able to successfully lobby for the reform of the nationality law.

The project will organize a national workshop where local NGO's working on women and human rights issues will be invited. The objective of this workshop is to inform the NGOs of the project and to form the Project Board. Through this workshop the project team will be able to coordinate the work amongst all involved. During this workshop also, women NGO's from Morocco, Algeria and Egypt will present and share their experience in planning and implementing their "Nationality Campaign" projects.

The project will be tackling the problem in an innovative way through: 1) Quantitative i.e. factual statistics of the number of Lebanese Women married to foreigners and the number of children and spouses classified by nationality. 2) Qualitative i.e. a study since not much is known about the size of this problem and its impact on the families' affected by this discriminatory law. The study would investigate discrimination against Lebanese women citizens married to non-nationals, who are prevented from passing on their nationality to their children. The study will examine all previous studies done on the issue if any existed. The study would also assess the serious impact on the civil, social, economic, and political rights (right to residence, right to work, right to own property, and access to state aid) of families in which women have married foreigners through in-depth interviews with a sample of these Lebanese women. Finally, the study will examine the national barriers that have been preventing serious progress on the issue of women rights, especially the Nationality Law.

In parallel with the study, training sessions on networking and advocacy will be organized for local women and human rights NGOs so as to equip them with the right tools and materials to advocate for the nationality law reform. The results of the study will be then used by those trained to help them to demystify the Lebanese women right to nationality and challenge certain prejudices and preconceived ideas, since Lebanese politicians argue that: a) the demographic composition of the country is all-important, and will be destabilized if women married to non-nationals were to grant their nationality to their spouses and children. b) "Giving women the right to nationality is going to facilitate the permanent 'implantation' of Palestinian refugees.

A public awareness campaign to promote the nationality law reform (TV and radio spot, billboards) will be planned to raise awareness on this discriminatory law and to disseminate the information generated by the study in the form of articles, publications, press releases, placing articles in the local newspapers, and meetings with the media. Women affected by these discriminatory laws will be encouraged to form collective interest groups as well.

A national conference will be organized where local women and human rights NGOs, parliamentarians especially women parliamentarians and media representatives from Lebanon will be invited to discuss the findings and implications of the study, in an effort to build alliances as well as a collective plan of action for change.

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Finally, a proposal for a draft nationality law reform will be prepared and presented to the parliament where our UNDP Parliament project will facilitate for the meetings to be held with parliamentary committees and parliamentarians, especially women parliamentarian and the Parliamentary Human Rights Committee. The main objective of these meeting is to advocate and promote the nationality law reform with the parliamentarian since the Lebanese Parliament has a key role in adopting the necessary legislation to implement international human rights treaty provisions, in withdrawing reservations to conventions, especially the Convention on the Elimination of All Forms of Discrimination against Women. The project will build on the National Plan of Action for Human Rights (NPAHR) that where the Lebanese Parliament has committed itself to draw up a comprehensive plan that contains a specific set of steps to progressively realize human rights in Lebanon. This process is well on the way with the support of UNDP, and if seen to fruitful conclusion and widely subscribed to by all segments of society, offers a valuable opportunity for the Lebanese Women's Right to Nationality project.

III. PROJECT RESULTS AND RESOURCES FRAMEWORK

<b>Intended Outcome as stated in the Country/ Regional/ Global Programme Results and Resource Framework:</b> Outcome 3: National Capacities and Policy Formulation enhanced				
<b>Outcome indicators as stated in the Country/ Regional/ Global Programme Results and Resources Framework, including baseline and targets.</b> Proposal of the draft law to reform current Nationality Law submitted to Parliament				
<b>Applicable MYFF Service Line:</b> S.I.1.2: Pro-Poor policy reforms to achieve MDG Targets				
<b>Partnership Strategy:</b> UNDP will provide support to the National Committee for the Follow up on Women's issues to implement the project, associating in a participatory manner, key national stakeholders of local women and human rights NGOs, reaching out to parliamentarians, civil society, and media. UNDP will provide support using different approaches, mechanisms, techniques and tools, including coordination support, advisory assistance, networking and transfer of experience.				
<b>Project title and ID (ATLAS Award ID): Lebanese Women Rights and the Nationality Law</b>				
Intended Outputs	Output Targets for (years)	Indicative Activities	Responsible parties	Inputs
<b>1. Current Lebanese Nationality Law reformed and enacted</b>				
1.1 Project Management	2008	1.1.1 Project Board set up and functional 1.1.2 Project staff recruited 1.1.3 Project Office set up and functional 1.1.4 Project launched through national workshop	NCFWI – UNDP UNDP – NCFWI Project Manager Project Manager - NCFWI	NGO coalition organized by NCFWI PM 2000*24=48,000 Admin 1300*24=31,200 Rent 600*24=14,400 Furniture and Equipment 10,000 Workshop cost 8,000
1.2 Study on impact of discriminatory nationality law finalized and published	2008	1.2.1 TOR for study developed 1.2.2 Contract consultant to carry out study	Project Manager – NCFWI UNDP – NCFWI	National consultant Consultant – Project Manager

<b>Intended Outcome as stated in the Country/ Regional/ Global Programme Results and Resource Framework:</b>				
Outcome 3: National Capacities and Policy Formulation enhanced				
<b>Outcome indicators as stated in the Country/ Regional/ Global Programme Results and Resources Framework, including baseline and targets.</b>				
Proposal of the draft law to reform current Nationality Law submitted to Parliament				
<b>Applicable MYFF Service Line:</b> S.L1.2: Pro-Poor policy reforms to achieve MDG Targets				
<b>Partnership Strategy:</b> UNDP will provide support to the National Committee for the Follow up on Women's issues to implement the project, associating in a participatory manner, key national stakeholders of local women and human rights NGOs, reaching out to parliamentarians, civil society, and media. UNDP will provide support using different approaches, mechanisms, techniques and tools, including coordination support, advisory assistance, networking and transfer of experience.				
<b>Project title and ID (ATLAS Award ID): Lebanese Women Rights and the Nationality Law</b>				
<b>Intended Outputs</b>	<b>Output Targets for (years)</b>	<b>Indicative Activities</b>	<b>Responsible parties</b>	<b>Inputs</b>
1.3 Public Awareness Campaign Launched	2008-2009	1.2.3 Study report finalized 1.2.4 Study report published 1.3.1 Company contracted to carry out campaign 1.3.2 Campaign launched 1.3.3 National conference	Consultant – Project Manager Project Manager PM – UNDP – NCFWI PM - NCFWI PM - NCFWI	Media company, PM PM PM
1.4 Proposal of the draft law reform submitted to Parliament	2009	1.4.1 Meeting with Parliamentarians organized	PM and UNDP Parliament PM	PM

<p><b>Intended Outcome as stated in the Country/ Regional/ Global Programme Results and Resource Framework:</b> Outcome 3: National Capacities and Policy Formulation enhanced</p>			
<p><b>Outcome indicators as stated in the Country/ Regional/ Global Programme Results and Resources Framework, including baseline and targets.</b> Proposal of the draft law to reform current Nationality Law submitted to Parliament</p>			
<p><b>Applicable MYFF Service Line:</b> S.L1.2: Pro-Poor policy reforms to achieve MDG Targets</p>			
<p><b>Partnership Strategy:</b> UNDP will provide support to the National Committee for the Follow up on Women's issues to implement the project, associating in a participatory manner, key national stakeholders of local women and human rights NGOs, reaching out to parliamentarians, civil society, and media. UNDP will provide support using different approaches, mechanisms, techniques and tools, including coordination support, advisory assistance, networking and transfer of experience.</p>			
<p><b>Project title and ID (ATLAS Award ID): Lebanese Women Rights and the Nationality Law</b></p>			
Intended Outputs	Output Targets for (years)	Indicative Activities	Responsible parties
<p><b>2. Local Women and Human Rights NGOs capacity on networking and advocacy built</b></p>			
2.1 A training manual on advocacy published	2008	2.1.1 TOR drafted 2.1.2 Consultant recruited	PM UNDP - NCFWI
2.2 Local Women and Human Rights NGOs trained across Lebanon	2008-2009	2.2.1 Training sessions organized and held across all Lebanese regions 2.2.2 Travel	National consultant PM Consultants – PM PM



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IV. Annual Workplan Budget Sheet For Year 2008

Proj. ID	Expected Output	Key Activities	Timeframe				Respon. Party	Planned Budget				
			Q1	Q2	Q3	Q4		Fund	Donor	Budget Description	Amount	
	1. Current Lebanese Nationality Law reformed and enacted	Project Management					NGO	DGTF	71400	Contractual services Ind.	39,600	
							NGO	DGTF	72200	Equipment and Furniture	6,000	
							NGO	DGTF	72400	Communic & Audio Visual Equip	1,000	
							NGO	DGTF	72500	Supplies	1,000	
				X	X	X	NGO	DGTF	72800	Information Technology Equipmt	4,000	
							NGO	DGTF	73000	Rental & Maintenance - Premises	7,200	
							NGO	DGTF	74500	Miscellaneous	4,000	
							NGO	DGTF	75100	GMS	7,200	
							NGO	UNDP	73100	Local Consultants	25,000	
					X	X	X	NGO	04000	74200	Audio Visual&Print Prod Costs	8,000
					NGO	04000	74500	Miscellaneous	2,000			
		<b>Sub total</b>								<b>103,000</b>		
	2. Local Women and Human Rights NGOs capacity on networking and advocacy built	Training Manual					NGO	04000	71300	Local Consultants	6,000	
				X			NGO	04000	74200	Audio Visual&Print Prod Costs	8,000	
							NGO	04000	72500	Miscellaneous Expenses	1,000	
							NGO	04000	71300	Local Consultants	1,000	
						X	NGO	04000	72500	Miscellaneous Expenses	1,000	
		<b>Sub total</b>								<b>17,000</b>		
		<b>Total</b>								<b>120,000</b>		

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IV. Annual Workplan Budget Sheet For Year 2009

Proj. ID	Expected Output	Key Activities	Timeframe				Respon. Party	Planned Budget			
			Q1	Q2	Q3	Q4		Fund	Donor	Budget Description	Amount
	1. Current Lebanese Nationality Law reformed and enacted	Project Management					NGO	DGTF	71400	Contractual services Ind.	39,600
						NGO	DGTF		72400	Communic & Audio Visual Equip	1,000
			x			NGO	DGTF		72500	Supplies	1,000
				x		NGO	DGTF		73000	Rental & Maintenance - Premises	7,200
						NGO	DGTF		74500	Miscellaneous	1,000
						NGO	DGTF		75100	GMS	5,200
		Public Awareness Campaign				NGO	DGTF		72100	Contractual Services- Companies	45,000
			x			NGO		04000	74200	Audio Visual&Print Prod Costs	10,000
				x		NGO		04000	74500	Miscellaneous	1,500
						NGO		04000	75100	GMS	7,150
		Proposed Draft law reform/ Parl				NGO		04000	71300	Local Consultants	1,500
				x		NGO		04000	74500	Miscellaneous	4,000
		<b>Sub total</b>									<b>124,150</b>
	2. Local Women and Human Rights NGOs capacity on networking and advocacy built	Workshops	x	x	x	NGO		04000	71300	Local Consultants	5,000
						NGO		04000	72500	Miscellaneous	20,850
		<b>Sub total</b>									<b>25,850</b>
		<b>Total</b>									<b>150,000</b>

### V. MANAGEMENT ARRANGEMENTS

The project activities will be completed by end 2009. It will be executed in accordance with the NGO Execution modality whereby the National Committee for the Follow up on Women's Issues, designated in this project document as the Execution Agency, will execute the project, with the support of UNDP. All services shall be provided in accordance with UNDP procedures, rules and regulations. The executing agency shall retain overall responsibility for the execution of the project and shall be responsible for and bound by any contracts signed by the UNDP Resident Representative, for the procurement of goods and services and /or recruitment of personnel for the project. Costs incurred by UNDP Country Office for providing the above described support services will be partly recovered from the project budget according to current UNDP rules of cost recovery (General Management Services and ISS)

A Project Board will be established to guide the formulation and development of the "Lebanese Women Rights and the Nationality Law" project. This committee, chaired by UNDP and NCFWI, will include representatives from UNDP and NCFWI, representatives from local women and human rights NGOs. The Project Board will convene a meeting quarterly. The Project Board will be responsible for making on a consensus basis management decisions for the project when guidance is required by the Project Manager. The Project Board will be consulted by the Project Manager for decisions when PM tolerances (i.e. constraints normally in terms of time and budget) have been exceeded.

#### I. Inputs to be provided by UNDP

- Provide guidance and support to the implementation of the "Lebanese Women Rights and the Nationality Law" Project;
- Maintain an overall responsibility for reporting to Donor Countries on Project progress and financial status;
- Participate in the "Project Board" (SC) established for this Project;
- Facilitate financial obligations and payment requests and disburse payments according to UNDP rules and procedures;
- Maintain clear financial documents to record all expenses under the Project;
- Review Project's progress through monthly reports provided by the PM and other ad hoc meetings;
- Rent an office for the project;

#### II. Inputs to be provided by The National Committee for the Follow up on Women's Issues

- Act as the National Counterpart Agency for the "Lebanese Women Rights and the Nationality Law" Project;
- Establish in consultation with UNDP the "Project Board"
- Ensure that the Project is promoted throughout Local women and human rights NGOs and among multilateral and bilateral donor-assisted projects;
- Coordinate with relevant NGOs

## **Lebanese Women Rights and the Nationality Law**

UNDP and NCFWI will recruit a Project Manager and an Admin/Finance Assistant jointly, in accordance to UNDP rules and regulations for competitive selection process. The PM and Admin/Finance Assistant will be holding an SC contract for 24 based on well defined TORs; The PM will be responsible for the implementation of all the above mentioned activities: Mapping study to assess the impact of current nationality law on women and their families, to determine the size of the problem, Training women NGOs on networking and advocacy, Build partnerships between women's NGOs and parliamentarians, especially female deputies, National conference to launch the campaign for nationality law reform, Public awareness campaign to promote the nationality law reform, Meeting to promote nationality law reform with parliamentary committees and parliamentarians. UNDP will also sub-contract for training on advocacy and networking, study, and media campaign.

The Project Manager will be responsible for day-to-day management and decision-making for the project. The Project Manager's prime responsibility will be to ensure that the project produces the results specified in the project document, to the required standard of quality and within the specified constraints of time and cost. The Project Manager will be responsible for fine-tuning and regularly updating the project work plan.

This project will be subject to joint mid-review by representatives of the implementing NGO, UNDP and CDR. The Project Manager will prepare the UNDP progress report and other reports as required by UNDP rules and regulations

### **VI. MONITORING AND EVALUATION**

The Project Manager shall prepare and submit to the Project Board an annual work plan, with quarterly progress reports accordingly. The project will be subject to review meetings at least once every 6 months. The first such meeting will take place at the latest six months after the beginning of the full implementation of the project.

The PM will submit to each meeting a progress report and work plans and other reports as required by UNDP rules and regulations. The executing agency is responsible for preparing an Annual Report.

The project will be subject to evaluation as per the UNDP guidelines. The organization, terms of reference and timing will be decided after consultation between the parties.

### **VII. LEGAL CONTEXT**

This project document shall be the instrument referred to as "Project Documents or other instruments" in Article 1 of the Standard Basic Assistance Agreement between the National Committee for Follow Up of Women Issues and the United Nations Development Programme.

## **Lebanese Women Rights and the Nationality Law**

The following types of revisions may be made to this project document with the signature of the UNDP Resident Representative only, provided he or she is assured that the other signatories of the project document have no objection to the proposed changes:

1. Revisions in, or addition of, any of the annexes of the project document;
2. Revisions which do not involve significant changes in the immediate objectives, outputs or activities of the project, but are caused by the rearrangement of inputs already agreed to or by cost increases due to inflation; and
3. Mandatory annual revisions, which re-phase the delivery of, agreed project inputs or reflect increased expert or other costs due to inflation, or take into account cooperating agency expenditure flexibility.

### **VIII. Risk Analysis & Management**

While developing the project strategy, all the potential risks were identified and in order to overcome them several activities that directly tackle these risks were developed. However, there is still an important one, the political crisis and instability, which would certainly negatively affect the parliament function and priorities. To mitigate such risk the project will focus on building alliances with NGOs and lobbying with parliamentarians, particularly women parliamentarians to build a broader support base for the campaign. Also, the proposed draft law reform will be circulated to MPs, i.e. a lot of individual lobbying with parliamentarians.

**Local Project Appraisal Committee Meeting  
Lebanese Women Rights and the Nationality Law**



Date, time and Place: Wednesday 13 February 2008 @ 10.30 a.m., UNDP Office

Attending:

NGOs

Dr. Aman Charani, The National Committee for Follow Up on Women's Issues  
Dr. Fahmiya Sharafedine, The National Committee for Follow Up on Women's Issues  
Miss Waddad Chakhtoura, The Lebanese Women Democratic Gathering  
Ms. Lamia Osseiran, Lebanese Women Council  
Maitre Iqbal Doughan, CRTD.A, Association for the Rights of Working Women  
Ms. Roula Masri, CRTD.A  
Ms. Vera Hayek, CRTD.A

CDR

Ms. Samira Soueidan – Gender Focal Point

UNDP

Mr. Hassan Krayem, Governance Policy Specialist  
Ms. Mirna Sabbagh, Gender Focal Point

***Introduction:***

The meeting was held to review the proposed project document that was submitted by UNDP to Democratic Governance Trust Fund (Jan 2008). UNDP representatives welcomed the attendees and explained the process of the project initiation. UNDP representatives also, stressed that this is a consultancy meeting where the project document will be discussed so as to incorporate any of the recommendations suggested by the NGOs and CDR in the project document before it is sent for signature. Finally, UNDP representatives wanted to have the consensus of NGOs and CDR on the implementing agent i.e. The National Committee for Follow Up on Women's Issues.

The goal of this project is to reform the current nationality law to enable women to pass on their nationality to spouses and children in support of equal rights and opportunities in Lebanon. To reach this goal, it is envisaged that a project board of women's and Human Rights NGOs would be established, especially the members of the Women Nationality Campaign coalition. The supporting activities would include the following:

- Establishment of Project Board to develop the project strategy
- Mapping study to assess the impact of current nationality law on women and their families, to determine the size of the problem
- Training women NGOs on networking and advocacy

- Build partnerships between women's NGOs and parliamentarians, especially female deputies
- National conference to launch the campaign for nationality law reform
- Public awareness campaign to promote the nationality law reform
- Meeting to promote nationality law reform with parliamentary committees and parliamentarians.

## ***Discussion***

The discussion included the following highlights:

### Project Document:

All attendees endorsed the objectives, outputs and activities put forward in the Project document, and emphasized the need for the following:

- Building on what the Nationality Campaign and other actors have achieved so far;
- Mapping of all activities, reports, recommendations done on the issue;
- Using existing studies as base for the project study

### On the project board:

Attendees recommended that all Women Nationality Campaign coalition members be presented at the project board level, in addition to The Lawyers Syndicate. The project board members will be: The Lebanese Women Council, the Lebanese Women Network, the National Committee for the Follow-Up on Women Issues, the Women Democratic Association, the Lebanese Working Women League, the Civil Committee for fighting Violence against Women, Aba' min ajli al Adala, the Collective for Research and Training on Development-Action (CRTD-A), and the association Kafa Unf Wa Istighlal.


### On implementing agency:

All attendees concurred on assigning the National Committee for the Follow-Up on Women Issues as the implementing agency and they approved that the latter NGO will play the role of coordinator amongst all stakeholders.

## ***Decision***

The project was approved and it was decided that the LPAC minutes will be annexed to it.

Approved by:



**Marta Ruedas**  
**Resident Representative**

**Date:**

# Lebanese Women Rights and the Nationality Law

## *ANNEXES*

### **PROJECT COOPERATION AGREEMENT between THE UNITED NATIONS DEVELOPMENT PROGRAMME and National Committee for Follow Up on Women's Issues**

Whereas the United Nations Development Programme ("UNDP") and National Committee for Follow Up on Women's Issues ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UNDP has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UNDP Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UNDP requirements for management; is apolitical and not profit-making;

Whereas the NGO and UNDP agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and UNDP have entered into the present Agreement.

#### **Article I. Definitions**

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UNDP;
- (b) "UNDP" shall mean the United Nations Development Programme, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The NGO" shall mean National Committee for Follow Up on Women's Issues, a non-governmental organization that was established in and incorporated under the laws of [*place, country, where the NGO is established*], with the purpose of 1. Lobbying for the amendment of article 21 of the Lebanese constitution in order to bring down the voting age from 21 to 18 years; 2. Pursuing advocacy efforts towards the adoption of an optional civil code for personal status to ensure equality in marriage and family life; 3. Raising awareness among Lebanese youth on their fundamental rights and freedoms in order to ensure their commitment towards positive action; 4. Promoting women's and young women's rights, and lobbying towards the full implementation of the Convention on the Elimination of all Forms of Discrimination against Women (CEDAW).



## **Lebanese Women Rights and the Nationality Law**

(d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex), which incorporates the Project Objectives and Activities, Project Work Plan, Project Inputs being provided by UNDP resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;

(e) "Project" shall mean the activities as described in the Project Document;

(f) "Government" shall mean the Government of Lebanon;

(g) "UNDP resident representative" shall mean the UNDP official in charge of the UNDP office in the country, or the person acting on his/her behalf;

(h) "Project Director" shall mean the person appointed by the NGO, in consultation with UNDP and with the approval of the Government coordinating authority, who acts as the overall co-ordinator of the Project and assumes the primary responsibility for all aspects of it;

(i) "Expenditure" shall mean the sum of disbursements made and valid outstanding obligations incurred in respect of goods and services rendered;

(j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;

(k) "Income" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UNDP or from revenues generated from Project outputs;

(l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;

(m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

### **Article II. Objective and Scope of the Present Agreement**

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex of the present Agreement).

2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

### **Article III. Duration of Project Agreement**

1. The term of the present Agreement shall commence on 1 February 2008 and terminate on 31 December 2009. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.

2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new termination date. Upon agreement on a termination date, the Parties shall conclude an amendment to this effect, in accordance with Article XVII, below.

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### **Article IV. General Responsibilities of the Parties**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UNDP policies and procedures as set out in the UNDP Programming Manual, which forms an integral part of the present Agreement.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the NGO, in consultation with UNDP and with the approval of the government coordinating authority.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
3. The NGO may use the name and emblem of the United Nations or UNDP only in direct connection with the Project, and subject to prior written consent of the UNDP Resident Representative in Lebanon.
6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UNDP on operational matters during the implementation of the Project. The UNDP Resident Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government.
7. The UNDP Resident Representative will facilitate access to information, advisory services, technical and professional support available to UNDP and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.
8. The Parties shall cooperate in any public relations or publicity exercises, when the UNDP Resident Representative deems these appropriate or useful.

### **Article V. Personnel Requirements**

1. Article V. Personnel Requirements
1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. The NGO personnel shall not be considered in any respect as being the employees or agents of UNDP. The NGO shall ensure that all relevant national labour laws are observed.
3. UNDP does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO personnel as a result of their work pertaining to the project. It is understood that adequate medical and life insurance for NGO personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.
4. The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or

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creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

### **Article VI. Terms and Obligations of Personnel**

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the personnel performing project-related activities under the present Agreement comply with these obligations:

- (a) The personnel shall be under the direct charge of the NGO, which functions under the general guidance of UNDP and the Government;
- (b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government other than the Government of Lebanon or other authority external to UNDP;
- (c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UNDP;
- (d) Subject to the requirements outlined in the document "UNDP public information disclosure policy", information that is considered confidential shall not be used without the authorization of UNDP. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

### **Article VII. Supplies, Vehicles and Procurement**

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.
2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.
3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UNDP.
4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.
5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.

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6. UNDP shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The NGO shall provide UNDP annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UNDP may request.

### **Article VIII. Financial and Operational Arrangements**

1. UNDP shall contribute to the Project the resources indicated in the Budget section of the Project Document.

2. Equipment, non-expendable materials, or other property furnished or financed by UNDP shall remain the property of UNDP and shall be returned to UNDP upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UNDP.

4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UNDP with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

5. In its procedures for procurement of goods, services or other requirements with funds made available by UNDP as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UNDP.

6. UNDP shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UNDP funds and shall take periodic physical inventories. The NGO shall provide UNDP annually with the inventory of such equipment, property and non-expandable materials and supplies, and at such time and in such form as UNDP may request.

### **Article VIII. Financial and Operational Arrangements**

1. Disbursements will be made in accordance with UNDP financial rules and regulations following the direct payment modality.

2. The NGO agrees to utilize the funds and any supplies and equipment provided by UNDP in strict accordance with the Project Documents. The NGO shall be authorized to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UNDP is not exceeded. The NGO shall notify UNDP about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one-line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approved by UNDP.

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3. The NGO further agrees to return within two weeks any unused supplies made available by UNDP at the termination or end of the present Agreement or the completion of the Project.
4. UNDP shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UNDP has explicitly agreed in writing to do so prior to the expenditure by the NGO.

### **Article X. Reporting Requirements**

1. The NGO shall provide UNDP with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties. As a minimum, the NGO shall prepare an annual progress report.

### **Article XI. Audit Requirements**

1. The NGO shall submit to the UNDP Resident Representative in [*name of country*] a certified annual financial statement on the status of funds advanced by UNDP. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Division of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the NGO or by a qualified audit firm, which will produce an audit report and certify the financial statement.
2. Notwithstanding the above, UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.

### **Article XII. Responsibility for Claims**

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.
2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

### **Article XIII. Suspension and Early Termination**

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.
2. UNDP shall consult with the NGO if any circumstances arise that, in the judgement of UNDP, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.
3. UNDP may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to the initiation or

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continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UNDP may indicate to the NGO the conditions under which it is prepared to authorise management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 14 days after UNDP has given notice of suspension to the NGO, UNDP may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UNDP.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

4. The NGO may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the NGO and UNDP, with a view to eliminating the impediment, and shall give due consideration to proposals made by UNDP in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenditures. The NGO shall undertake no forward commitments and shall return to UNDP, within 30 days, all unspent funds, supplies and other property provided by UNDP unless UNDP has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UNDP shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UNDP in respect of the Project, shall not exceed the total UNDP allocation for the Project.

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UNDP and the other institution in the orderly transfer of such responsibilities.

### **Article XIV. Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UNDP, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

### **Article XV. Arbitration**

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the

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arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

### Article XVI. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

### Article XVII. Amendments

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written.

For the NGO:

Signature: A. Charani

Name: Dr. Aman Charani

Title: President

Place: Beirut

Date: 7/4/2008

For UNDP:

Signature: [Signature]

Name: Ms. Marat Ruedas

Title: Resident Representative

Place: \_\_\_\_\_

Date: 12/5/2004

*The start day of the project will be the same as dated above.*

*A. Charani*