



Post-disaster settlement planning guidelines

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Vina Agustina/IFRC: A sign highlights a tsunami evacuation route to local residents in a housing reconstruction site in Gugop village, Pulo Aceh, Indonesia – one of the many initiatives to reduce disaster risks. IFRC: Dhawaafaru Island [45 hectares in size] is now home to over 4,000 people. The reef surrounding the island forming a lagoon provides protection against tidal surges and beach erosion. Greg Rødland Buick/IFRC: Red Cross flood resistant housing, beneficiary with his children, Red Hill suburb of Monrovia, Liberia, March 2009.

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Post-disaster settlement planning guidelines

Strategy 2020 voices the collective determination of the IFRC to move forward in tackling the major challenges that confront humanity in the next decade. Informed by the needs and vulnerabilities of the diverse communities with whom we work, as well as the basic rights and freedoms to which all are entitled, this strategy seeks to benefit all who look to Red Cross Red Crescent to help to build a more humane, dignified, and peaceful world.

Over the next ten years, the collective focus of the IFRC will be on achieving the following strategic aims:

1. Save lives, protect livelihoods, and strengthen recovery from disasters and crises
2. Enable healthy and safe living
3. Promote social inclusion and a culture of non-violence and peace.

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Foreword

In shelter response after disasters, it is always desirable and preferred to allow and support affected populations rebuild their lives at the location where they lived prior to the disaster. This is not always possible, due to the vulnerabilities of the original location or the impact of the disaster on the topography, and the response needs to take shape around the idea of assisting those affected in new settlements.

Responsible settlements are about creating a safe environment for the population where they not only have access to safe and adequate shelter but also to utilities, critical infrastructure and employment opportunities. Creating new settlements and supporting them in becoming real communities requires a holistic approach to settlement planning. Disasters affect everything in the community at the same time, therefore putting what is lost back to the lives of the affected people also necessitates looking at many different aspects simultaneously. Adopting a settlement perspective as such involves not only construction of housing but also considers other aspects of community life and how they all fit together physically and functionally.

It is common knowledge that the number of small and medium-scale disasters are on the increase and that most of these disasters are hydrometeorological in nature. Whereas in larger disasters there is often enough attention and means to address a large proportion of the needs created by the disaster, this does not always apply to smaller scale disasters and many aspects go unattended. All disasters, regardless of size, warrant a holistic and integrated approach when they affect multiple facets of community life. A settlement planning perspective ensures just that, combining the hardware of material assistance to rebuild and replace physical losses with the software of opportunities, information and knowledge for the population to address their wider, longer term needs.

Similarly, increased population movement and migration, induced by climate change or initiated as preparedness or mitigation measures, place new pressures on existing communities and the need for a holistic, inclusive approach addressing the needs of all.

The *Post-disaster settlement planning guidelines* are a contribution to meeting this need of looking at post-disaster shelter recovery comprehensively and not just as the provision of physical housing. The aim of these guidelines is to provide shelter practitioners with a programming tool that assists them through the complexities of post-disaster settlement planning. The guidelines capitalize on the experiences and expertise gained by a number of International Red Cross and Red Crescent Movement actors in response to the 2004 Indian Ocean tsunami, where the scale and complexity of settlement programmes implemented has generated significant learning. The guidelines aim to cover technical, management and programming challenges and they have been structured to reflect the sequence of steps to be undertaken when embarking on a programming intervention requiring a settlement approach. To reflect the broad range of stakeholders involved in such an intervention, the guidance also reflects on their various roles and provides the practitioners with a common framework of reference to be able to collaborate and coordinate with the various actors.

This publication brings together the learning of different programmes in a generic way. It outlines the steps to be taken to re-establish affected communities in a post-disaster setting. Perhaps more importantly, it provides a much needed prompt to looking at post-disaster recovery and reconstruction through a settlement lens.

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Acronyms

BoQ	Bill of quantities
CCC	Client consultant contractor
Code of Conduct	Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief
CBO	Community-based organization
DLP	Defects liability period
D and C	Design and construct
DRR	Disaster risk reduction
IBC	International building code
IFRC	International Federation of Red Cross and Red Crescent Societies
MoH	Ministry of Health
MoU	Memorandum of Understanding
NGO	Non-governmental organization
PASSA	Participatory approach for safe-shelter awareness
PCA	Project cooperation agreement
RBM	Results-based management
<i>Sphere standards</i>	Humanitarian Charter and Minimum Standards in Humanitarian Response
UBC	Uniform building code
VCA	Vulnerability and capacity assessment

The development of a new settlement site not only entails construction of new housing but also involves planning and ensuring access to utilities such as sewer, electricity and water supply; employment opportunities; critical infrastructure including roads, schools, hospitals and markets.

INTRODUCTION



Introduction

Settlement of a population anywhere else other than where they originally lived is the least preferred option for shelter response, as it involves moving people away from their homes, livelihoods, ancestral areas – in other words with most of what they identify with. Unfortunately, in the aftermath of natural disasters, civil unrest, conflict or from time-to-time as a result of government policy, humanitarian organizations responding to a given crisis often have no other option but to assist in the process of settling populations on new sites.

The process can take up to several years since it involves lengthy negotiations with national and/or local authorities. As a result, a significant amount of time may lapse between the event and when the beneficiaries are able to settle into the new housing. The discussions and negotiations involve ensuring that the lands proposed by the government for the new settlement are:

- safe and secure
- deemed hazard-free
- suitable for construction
- in close proximity with critical infrastructure such as schools, hospitals, water supply, etc.
- well connected with transport
- accommodate access to existing or new livelihoods.

During this period, beneficiaries are likely to be living in temporary shelters and/or with host families with minimal services at their disposal. Responsible settlement programmes require that the affected population/beneficiaries are kept engaged in the process from the onset. This engagement with the affected population/beneficiaries includes their involvement in the design and layout phase of the housing solution, as well as programmes preparing them to live in new environments and ensuring that the basic services are available in the interim.

A responsible settlement project/programme includes creating safe environments for beneficiaries. In this vein, basic services should ensure violence protection response mechanisms as well as ensuring that means to report breaches are put in place.

Alongside the need to construct new housing and in order to support the needs of the additional population moving to a given area, the development of a new settlement site generally involves planning and ensuring access to:

- ↳ utilities such as sewer, electricity and water supply
- ↳ employment opportunities
- ↳ critical infrastructure including roads, schools, hospitals and markets.

Construction of housing and required infrastructure is only one component of the entire programme. It is also imperative to design and carry out training programmes to assist and prepare beneficiaries to adapt to new concepts such as:

- ↳ living in high density areas as well as with communities with different backgrounds (negotiation and mediation skills, tolerance and respect for diversity should be promoted)
- ↳ paying utility bills such as water and electricity
- ↳ disposing of waste materials
- ↳ embarking on new livelihood opportunities.

The affected population may also require psychosocial support to cope with the impact of the crisis as well as the trauma of being uprooted from their home and ancestral lands.

I. What are the guidelines?

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Based on field visits, desk study and an understanding of the sequence of events and processes involved in the development of a new settlement, these guidelines have been compiled as a

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reference tool to ensure overall strategic planning, smooth coordination and implementation of such projects/programmes.

In referring to these guidelines, the user will be able to:

- Obtain an overview of a step-by-step approach on key issues to keep in mind when embarking on settlement projects/programme.
- Identify and ensure that there is capacity within the National Society and/or International Federation of Red Cross and Red Crescent Societies (IFRC)¹ to implement such projects/programmes.
- Ensure that the work is in line with existing policies of the host country, national/local building codes, and the Sphere Project's *Humanitarian Charter and Minimum Standards in Humanitarian Response (Sphere standards)*.
- Coordinate and/or work in collaboration with the government, other National Societies, non-governmental organizations (NGOs), partners, local consultants, contractors and the affected population.

II. Who are they for?

These guidelines are intended as a reference tool for programme managers and relevant staff to help facilitate implementation of new settlement projects/programmes.

These programmes should be designed and implemented with community involvement, and where possible through local contractors by making use of locally available materials and expertise.

¹ IFRC refers to all National Societies and IFRC offices at global, zone, region and country levels.

III. How were they developed?

These guidelines are a product of an intensive desk study as well as field visits that were undertaken in Sri Lanka and the Maldives to review projects/programmes that were designed and implemented to assist in developing new settlements for populations affected by the 2004 tsunami. The field visits included interviews with beneficiaries, contractors, consultants, government agencies and IFRC staff and delegates. They complement the:

1. *Owner-Driven Housing Reconstruction Guidelines* which were produced in the second half of 2010
2. *Post-disaster community infrastructure rehabilitation and (re)construction guidelines* published in 2012.²

IV. How should they be used?

These guidelines have been developed as a reference tool to assist in the scoping of projects and programmes once the decision to embark on developing a new settlement has been reached. It provides guidance in facilitating decisions on the most appropriate types of activities to undertake when designing, constructing and handing over settlement projects. Cognizant of the high turnover of staff in settlement projects, the layout of the guidelines is structured to provide easy to follow guidance to staff that join the project at later stages.

As the focal person (programme manager or personnel) responsible for managing the settlement projects, your role begins the moment that the policy to resettle is confirmed. This will entail:

² Since similar considerations need to be undertaken when planning and implementing infrastructure rehabilitation and (re)construction and settlement of affected populations, the user will find overlaps between the two documents.

- Liaising with the government, line ministries and/or local authorities to ensure the best outcome for each beneficiary group/community is adopted.
- Assessing the needs of beneficiaries to determine programmes that may be required prior to them settling in their new environments.
- Assessing organizational capacity to plan the programme and to cope with the workload in the short- as well as long-term.

V. What do they include?

These guidelines have been structured to reflect the sequence of events when responding to a situation that requires settlement of a given population to a new area. The issues identified are not definitive, as the scope of the response as well as the context (i.e., culture, geography, political and natural climate, level of assistance in physical aid and financial contributions, etc.) will finally determine the course of actions required. Since these guidelines have been developed based on the IFRC's experience in Sri Lanka and the Maldives there are considerations that may not be applicable across the board. However, it is hoped that these guidelines will provide answers where possible and identify questions that need to be considered when undertaking a project/programme in its entirety.

These guidelines are presented in four sections which are set out to follow the timeframe in the process of settlement development (i.e., from defining the project, negotiating the Memorandum of Understanding (MoU) with the government, identifying the beneficiaries to handing over housing keys to them). Many of these actions will run in parallel to one another.

The guide does not repeat technical advice detailed in sectoral manuals elsewhere, but refers readers to these manuals as and where appropriate.

The list of acronyms explains clearly the abbreviations used throughout the publication.

This introduction sets out what the guidelines are, who they are for, how they were developed and how to use them.

Overview provides a summary of the key steps that need to be factored in when working with beneficiaries, the government and Host National Society, Partner National Society and IFRC's secretariat.

Section 1 elaborates on what embarking on developing a new settlement means and entails (i.e., planning for implementation, guiding principles and allocation of resources as necessary).

Section 2 identifies key factors that should be kept in mind when it comes to working with beneficiaries, which includes their involvement throughout the project/programme cycle.

Section 3 highlights the key aspects that need to be taken into consideration when working with the government, line ministries and/or local authorities.

Section 4 explains the work that needs to be undertaken by the IFRC's secretariat, Host National Society and Partner National Societies when engaging in settlement projects.

Annexes provide sample templates and reference tools to facilitate, for example the drafting of MoUs, certificate of completion of work, etc.

The following symbols have been used to highlight:



Reference to relevant documents, guidelines and procedures that support the planning and implementation process



Key questions or issues to raise before making a programme decision



Checklist/tips



Key points to keep in mind before making a decision

Reference to relevant annexes and cross-reference to other sections are found throughout the document.

Houses built in Pulo Raya, Lamno, Aceh, Indonesia – under the Red Cross Red Crescent post tsunami housing programme.

OVERVIEW



The table below provides an overview of the essential steps that need to be factored in when collaborating with key stakeholders. A number of these activities will need to be implemented concurrently, and therefore require a large degree of coordination. These activities are further discussed in detail in Sections 2, 3 and 4 of the guidelines.

	Stage	Key considerations
General principles	Stakeholder analysis (page 48)	Systematically gather as well as analyse qualitative information to determine: <ul style="list-style-type: none"> – who the key actors are – whose interests need to be taken into account when developing and/or implementing a settlement project/programme. General objective is to ensure: <ul style="list-style-type: none"> – operations take place in the best possible conditions – interests, activities and needs of stakeholders are identified and taken into account (i.e., keeping gender considerations in mind, taking into consideration needs of older persons and persons with disabilities, etc.).
	Transparency and integrity (page 48)	Large-scale response can create an environment which may raise questions around integrity, result in wastage and/or mismanagement of resources for the following reasons: <ul style="list-style-type: none"> – large quantities of aid inflow and of goods and services being procured – pressure to commence programmes and activities quickly – competition amongst aid agencies – poor staff communications, screening, and/or training – weak administration and oversight systems – economic desperation of the affected population – ignorance or negligence of local rules and regulations. Anyone involved directly or indirectly in the programme can be the wrong-doer.

Working with beneficiaries

- Identify communities in which to operate
- Identify, verify and register beneficiaries
- Assess beneficiary needs
- Establish community-based organizations
- Develop software programmes
- Prepare beneficiaries for move into the new housing
- Handover and address maintenance of sites
- Monitor and evaluate success of projects

Working at an organizational level

- Carry out assessments
- Determine costs
- Establish organizational capacities and operating modalities
- Mobilize resources (human and financial)
- Manage information
- Sign Memorandum of Understanding
- Work on a concept design
- Ensure designs are culturally appropriate and environment friendly
- Finalize designs
- Launch tenders and define construction modalities
- Award tenders
- Handover and address maintenance
- Monitor and evaluate success of projects

Working with government

- Advocate with the government on behalf of beneficiaries
- Establish beneficiary selection criteria
- Identify sites
- Assess and finalize settlement sites
- Negotiate and sign memorandum of understanding
- Negotiate VAT exemptions, deferrals and/or waivers
- Know the land development plans and policy
- Ensure land titles are given to beneficiaries
- Obtain approvals
- Plan and develop associated infrastructure in parallel
- Attain final approvals



Note: Settlement projects require working in coordination and collaboration with the government, different components of the International Red Cross and Red Crescent Movement, NGOs, partners, local consultants, contractors and the affected population simultaneously. This figure is a graphical representation of the sequence of actions which need to be undertaken when responding to a situation that requires settlement

of a given population to a new area. The issues identified are not definitive, as the scope of the response as well as the context (i.e., culture, geography, political and natural climate, level of assistance in physical aid and financial contributions, etc.) generally determines the course of actions required.

	Stage	Key considerations
	Communications (page 51)	<p>Maintain effective communications channels with all key stakeholders (e.g., beneficiaries, partners, local authorities, donors, inter-agency level).</p> <p>Information sharing is crucial.</p> <p>Determine the most appropriate and effective way to communicate clearly. Lack of communications can create misunderstandings and result in hostility towards the organization by beneficiaries and authorities.</p>
	Coordination (page 52)	<p>Coordinate through the cluster system for inter-agency coordination.</p> <p>Active participation in coordination efforts enables lead agencies to:</p> <ul style="list-style-type: none">– establish clear division of labour and responsibility– gauge the extent to which needs are being collectively met– reduce duplication and address gaps in coverage and quality in a timely manner. <p>According to the agreed roles and mandates of the settlement initiative, determine all the authorities and institutions that you will need to collaborate with, as well as the roles they will be playing in the implementation of the programme.</p>
	Programme partnerships (page 53)	<p>In the event that capacities do not exist within programme teams, partnerships may be established with NGOs, line ministries, local authorities, etc., operating in the area that have the capacity and expertise to implement parts of the programme. Contracts and roles and responsibilities of partners should be clarified as soon as possible.</p>

	Stage	Key considerations
	Risk management (page 54)	Developing new settlements involves a complex set of activities, including interaction amongst key players. Risk can be defined as potential negative impact to an asset or project and/or some characteristic value that may arise from present or future events.
	Disaster risk reduction (DRR) oriented settlement (page 55)	Create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient. This is usually done through: <ul style="list-style-type: none"> – structural (physical construction to reduce potential impact) and/or – non-structural (policies, public awareness, land-use planning, construction types) measures undertaken to minimize the adverse impact of potential hazards.
	Sustainable projects (page 55)	Integrate the principles of sustainability from the earliest stages of settlement in order to: <ul style="list-style-type: none"> – Avoid building in areas that are exposed to hazards, inefficient and/or not maintainable. – Build on local knowledge and utilize local materials for rehabilitation and (re)construction where appropriate. – In the event where local communities are to operate/maintain the associated infrastructure, they should be involved in the project cycle from the onset and their voices heard.
	Participatory approach for safe-shelter awareness (PASSA) (page 57)	PASSA should be applied once a vulnerability and capacity assessment (VCA) determines that safe shelter is a principal community need. Its tools are to be used in coordination with, and to complement, water and sanitation and health participatory programmes.

	Stage	Key considerations
Working with the beneficiaries	Identification of communities (page 65)	Determine the communities in which to operate. In order to use the resources at hand efficiently and maximize output, concentrate response efforts in selective communities by developing comprehensive programmes. Key criteria to keep in mind when identifying communities: – equity – landless – vulnerable groups (i.e., needs of older persons, persons with disabilities, etc.) – gender considerations – families living in camps – Red Cross Red Crescent presence – presence of other organizations.
	Beneficiary selection, verification and registration (page 66)	Selection of beneficiaries is guided through general criteria defined by the government. The IFRC should advocate for: – development of a transparent process for beneficiary selection – prioritization of the needs of vulnerable groups – dissemination of awareness raising campaigns on housing policies and selection processes, so as to keep the affected population well informed. Verification entails: – determining that the beneficiary identified has been affected by the disaster – determining that the beneficiary has not been selected by other agencies working on a similar project – ensuring that finalized lists are displayed on a noticeboard in agreed public places. Registration: records highlighting criteria, decisions and justifications should be maintained preferably in a database.

	Stage	Key considerations
	Assess needs of beneficiaries (page 68)	<p>Needs assessment of beneficiaries should be:</p> <ul style="list-style-type: none"> – gender and culture sensitive – reflective of needs of different age groups (i.e., children and older persons) – sensitive to the needs of persons with disabilities – responsive to beneficiary skills and means of livelihoods – able to identify new services which will be required by the beneficiaries. <p>An understanding of beneficiaries' social and cultural environment will enable you to design programmes that are suited to meet their needs.</p>
	Beneficiary involvement (page 72)	<p>Beneficiary participation throughout the process is fundamental since it:</p> <ul style="list-style-type: none"> – creates better opportunities – improves the delivery efficiency and effectiveness of physical outputs and services. <p>Provide beneficiaries with settlement plans or models in order for them to easily provide feedback on:</p> <ul style="list-style-type: none"> – site and unit layout (advise if the layout of the houses is appropriate and serves their needs).
	Community involvement and community-based organization (CBO) (page 73)	<p>Introduce and implement a methodology for community mobilization enabling the affected community to be involved in a step-by-step process throughout the project cycle.</p> <p>Work with beneficiaries to establish a representative group such as a CBO. A CBO should be:</p> <ul style="list-style-type: none"> – gender-balanced and diverse – inclusive of different ethnic minority groups – representative of different age groups.

	Stage	Key considerations
	<p>Community involvement and community-based organization (CBO) (cont.) (page 73)</p>	<p>CBOs can actively be involved in facilitating:</p> <ul style="list-style-type: none"> – micro-finance and other livelihood development initiatives – promotion of social inclusion and a culture of non-violence in the community – hygiene promotion – first aid training – disaster preparedness programmes. <p>Create feedback mechanisms (e.g., feedback boxes) to enable beneficiaries to provide anonymous feedback and/or to address their concerns.</p> <p>Remember that the host community is also impacted by the settlement project/programme. Hence, they also need to be consulted and involved during the project cycle.</p>
	<p>Software programmes (page 74)</p>	<p>Software programmes need to be developed in order to support beneficiaries in the settlement process. Software programmes can include training communities on:</p> <ul style="list-style-type: none"> – having access to utilities such as running water, electricity and septic systems – handling the disposal of generated waste – using alternative methods for cooking – promoting hygiene programmes – providing training for alternative sources of income generation – raising awareness around land tenure and ownership – maintaining the sewer plants, roads, community centres, etc. – addressing self-directed and interpersonal violence and tensions in the community.

	Stage	Key considerations
	Preparing for the move (page 78)	<p>Act of moving beneficiaries into new housing can be a daunting prospect both from a financial as well as an emotional perspective.</p> <p>Prior to their move, beneficiaries should also be made aware of the value of the asset they are receiving.</p> <p>By this stage, CBOs should have been trained to manage the running of settlements, particularly high density condominiums.</p>
Working with the government	Handover and maintenance (page 81)	<p>It is essential to ensure that the settlement and associated utilities that are being provided are durable and can be maintained properly by the end-user after it is handed over.</p> <p>Ensure that the end-user is made aware of the defects liability period (DLP).</p>
	Monitoring and evaluation (page 81)	<p>Assess the adequacy and success of the project as a whole. This assessment should include evaluation of:</p> <ul style="list-style-type: none"> – functionality, social acceptability and sustainability – project cost with respect to potential benefits of hazard-proof design in future events, skills provided to builders, and new construction guidelines introduced – reporting of sustainability of the settlement under any hazard events that have occurred. <p>Lessons learned regarding strengthening hazard resilience should be summarized, shared and drawn on for future projects.</p>

	Stage	Key considerations
	Advocacy (page 87)	<p>Decision to settle the affected population is generally taken by the government, line ministries or local authorities. The decision to move the population to a new location should be based on the rationale that:</p> <ul style="list-style-type: none"> – the population at risk will be less vulnerable to future hazards. – the new sites are located in a safer area. <p>However, if the decision is based on any other grounds than to ensure the welfare and safety of the population at risk, humanitarian organizations should intervene and advocate with the government to let the beneficiaries stay on their original sites.</p>
	Beneficiary selection criteria (page 88)	<p>The government is likely to provide criteria for selection of beneficiaries. In situations where the government's beneficiary selection criteria does not recognize the most vulnerable to qualify for housing under the settlement project/programme, further negotiations with the relevant government body may be required. Affected population who may not qualify under a settlement project's beneficiary criteria are the:</p> <ul style="list-style-type: none"> – landless – renters – squatters – encroachers.
	Site identification (page 88)	<p>Prior to the signing of an MoU ensure that the site has been identified.</p> <p>The local government will typically define the site for development based on availability, land-use plans and economic criteria.</p>
	Site assessment and finalization (page 91)	<p>If assessment reveals that the site is not suitable, do not agree to commence the project. Share your findings with the government and renegotiate with them.</p>

	Stage	Key considerations
	<p>Memorandum of understanding (page 95)</p>	<p>An MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU.</p> <p>There may be an overall MOU for the entire programme as well as more specific separate project MoUs.</p> <p>An MOU should clearly stipulate the following:</p> <ul style="list-style-type: none"> – details of the organizations being signatory to the MoU – objectives of the arrangement and goals – agreed actions and areas of support – strategies and mechanisms that will be adopted to deal with common issues – timeframe: the term of the MoU, i.e., an agreed start and review date – agreed roles and responsibilities of each organization – liabilities and indemnifications – the designation of the focal points within each organization – a communications plan and/or dispute resolution statement – clause around the availability of budget for specific projects and programmes.
	<p>Government levied sales taxes (page 98)</p>	<p>There may be a need to import material and equipment. Negotiate value added tax (VAT) exemptions, deferments/waivers on purchases and payments to contractors/consultants.</p> <p>If VAT exemptions are not possible it is imperative to make provisions to be able to pay duty charges on imported goods.</p>

	Stage	Key considerations
	Government policy relating to residential development (page 99)	<p>Most local governments have development plans and policies in place which set:</p> <ul style="list-style-type: none"> – standards regarding minimum plot size – density for residential development in specific areas – parameters for road width – provisions for utilities such as sewer water or electricity – provisions for fire services, etc. <p>Most countries have national and/or local building codes and standards relating to construction and services. In the absence of any formal documentation:</p> <ul style="list-style-type: none"> – liaise with the relevant line ministries and/or local authorities – consult locally qualified persons – refer to international building code (IBC) and uniform building code (UBC) for guidance.
	Land titles (page 100)	<p>It is important that beneficiaries gain title to their new property, whether it is freehold land, or a unit in an apartment block. This provides the beneficiary with:</p> <ul style="list-style-type: none"> – security of ownership – proof of residence within an area – surety to gain loans to start up livelihood activities. <p>Governments have been known to be very slow in handing title of land over to beneficiaries; this can in turn affect their recovery.</p>
	Obtaining approvals (page 101)	<p>Obtaining plan approvals can be a time consuming and tedious process.</p> <p>It is essential to obtain the necessary approvals from the authorities and where necessary by the line ministries.</p> <p>The programme should support this process and liaise with relevant authorities to grant planning approval prior to commencement of construction.</p>

	Stage	Key considerations
	Provision of utilities (page 101)	<p>Site assessments should help determine whether there will be a need to either upgrade or develop infrastructure and utilities for settlement.</p> <p>Even if the IFRC has available funding, experience suggests that it is preferable to have the government and/or local authorities develop the associated infrastructure.</p>
	Completion of work (page 102)	<p>Upon completion of the project and before the settlement site is handed over to the end-user, the relevant line ministries and/or local authorities should be invited to inspect the works and formally approve the completed project.</p>
IFRC's secretariat, Host National Society, Partner National Society	Assessments (page 105)	<p>Draw up an inventory of existing infrastructure – nature and extent of damage caused – and assess the remaining capacity.</p>
	Damage assessment	<p>Carry out a preliminary assessment of settlement-needs and resource requirements.</p>
	Needs assessment	<p>Gender considerations as well as needs of children, older persons and persons with disabilities should be kept in mind when analysing capacities and needs of the disaster affected.</p> <p>Infrastructure planning, design and (re)construction must be coordinated with the plan for settlement development to ensure the availability of basic services such as water, sanitation, solid and waste management, health facilities and education.</p>
	Impact assessment	<p>Identify likely impact of response in the short- and long-term.</p> <p>Ensure that the infrastructure is sustainable both from an economic and social (culture and tradition) perspective.</p>

	Stage	Key considerations
	<p>Assessments (cont.) (page 105)</p> <p>Hazard assessment</p>	<p>Assess the frequency and dimension of all potential sources of natural hazards (geological, meteorological, or hydrological) in the area. Ensure that the settlement design and plan is resilient to the most likely hazard scenario.</p> <p>Existing academic studies and hazard maps may provide information for the hazard evaluation. However, depending on the prevalent hazards and the site, it may also be necessary to conduct site-specific risk analysis.</p> <p>Local secondary disaster effects (e.g., landslides from excessive rain or ground shaking) should be anticipated and considered.</p>
	<p>Organizational capacities and operating modalities (page 110)</p>	<p>Before determining “who will do what,” it is pertinent to analyse the capacity and mandate of the Host National Society, Partner National Society and the IFRC’s secretariat.</p> <p>Contingent on the capacities identified, the Host National Society may decide to carry out uni-, bi- and/ or multi-lateral projects.</p> <p>The uni-, bi- or multi-lateral projects may also involve working in collaboration with other aid organizations and/or the government authorities.</p> <p>Once the operational modality has been decided upon, and terms and conditions negotiated make sure that an agreement or an MoU covering all details is signed between the concerned parties.</p>

	Stage	Key considerations
	Human resources (page 112)	<p>All staff must be knowledgeable of the local culture and traditions, local needs and experienced in the techniques (engineering) to be used in implementing the programme.</p> <p>Staff must be familiar with the relevant procedures and guidelines, particularly the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief (the code of conduct).</p> <p>Ensure gender, religious and ethnic diversity and balance in the field teams to build a relationship of trust with all members of the community.</p>
	Information management systems (page 114)	<p>Ensure that consultants and architects hand in copies of the blue prints.</p> <p>Ensure there is a systematic electronic and hard copy filing and archiving system in place.</p>
	Coordination (page 116)	<p>Both external and internal coordination is imperative during any response.</p> <p>Coordination will need to take place at various levels with all the key stakeholders. External coordination will involve collaborating with the government, line ministries, local authorities, beneficiaries, local NGOs, the UN system, World Bank, regional development and financial entities, etc.</p> <p>In large-scale responses, it is very likely that the shelter cluster is convened. Participation in the cluster will assist in coordinating activities with other agencies.</p> <p>For the overall smooth running of projects it is useful to share assessment information, proposed response and scale of the programme with other agencies.</p> <p>In addition to cluster meetings, it is also important to ensure effective internal coordination between Host National Society, Partner National Society and IFRC's secretariat.</p>

	Stage	Key considerations
	Beneficiary selection and verification (page 117)	<p>In certain situations due to the absence of a functional government or lack of policy this task can fall on to the organizations working in-country. In such situations the Host National Society, Partner National Society and the IFRC's secretariat should work:</p> <ul style="list-style-type: none"> – through the shelter cluster or its successor, if it has been convened – collaboratively with other organizations – in the absence of a cluster – that will be taking on settlement projects to set the criteria. <p>Following agreement on beneficiary selection criteria, identify beneficiaries who will be reached through the Federation-wide response. It is likely that some beneficiaries that were originally identified in the earlier assessments have:</p> <ul style="list-style-type: none"> – decided to help themselves – been assisted by other organizations – moved on while a decision to settle populations is being finalized. <p>For this reason it is pertinent to review the beneficiary lists and assessments that were carried out earlier on in the response.</p>
	Memorandum of Understanding (page 119)	<p>The MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU (refer to MoU under Section 3).</p>
	Concept design (page 121)	<p>Prior to undertaking a detailed design for any settlement, a concept design is required. Ensure that the proposed design is similar to that of the host communities.</p> <p>The concept design should be presented to the key stakeholders such as beneficiaries and the government to ensure it is culturally acceptable and conforms to the national/local building codes or government's set standards.</p>

	Stage	Key considerations
	Concept design (cont.) (page 121)	<p>Key issues to keep in mind when conceptualizing the design:</p> <ul style="list-style-type: none"> – Ensure that the national/local building codes and standards are followed. – Ensure that the designs are not gender blind. – Ensure the designs take the needs of the older persons, children, persons with disabilities and different ethnic groups into consideration. – Ensure that any negative environmental impact is minimized. – Create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient. – Assess what the impact of developing a settlement will be on the host community living around the settlement site. <p>Factors that will impact concept design are the:</p> <ul style="list-style-type: none"> – size of land allotted by government – size and style of houses required – method of construction – what impact will demand have on availability of natural resources and costs – integration of the settled community with the host community.
	Environmentally-friendly designs (page 128)	<p>Local materials should be used as much as possible and so long as there are no adverse effects on the environment.</p> <p>Ensure that the programme includes measures to mitigate any negative environmental impact of the infrastructure development especially in the long-term.</p>

	Stage	Key considerations
	Finalize design (page 129)	<p>The final design should be comprehensive and include the software and hardware components. The proposed design for the settlement programme should only be finalized after:</p> <ul style="list-style-type: none">– consultation with beneficiaries and government and local authorities regarding proposed designs– assessment of building methods, standards and materials have been carried out– potential impact on local markets studied– confirmation that budget is available to cover all aspects of the proposed project. <p>While each project should try and utilize standard designs, they may need to be modified, based on the climate, locality, terrain, cultural needs and available services.</p>
	Tender and construction modalities (page 130)	<p>Preparing for and going to tender will require collaborating with colleagues at all levels (head of office, programme manager, logistics, etc.).</p> <p>Depending on the operating modality this may entail collaborating with colleagues in different locations (in-country, region, zone, secretariat). When starting out with identifying contractors and tenderers:</p> <ul style="list-style-type: none">– Investigate available consultants and building contractors.– Assess workload, following a large-scale disaster – the good companies will be in high demand.– Gauge scope of project in comparison with contractor’s capacity. Ensure that potential tenderers will have the capacity to complete the work.– Determine method of contract engagement.– Liaise with the IFRC secretariat’s procurement department to establish acceptable protocols and practises – though contractors will operate using their own systems.

	Stage	Key considerations
	Tender and construction modalities (cont.) (page 130)	<ul style="list-style-type: none"> – Contract preparation and approval from the IFRC secretariat's legal department. The contractors should comply with local contract laws. In the absence of local contract law follow <i>Fédération Internationale Des Ingénieurs-Conseils</i> or Joint Contracts Tribunal. – If proceeding along traditional tender process, prepare Bill of Quantities (BoQ). An independent consultant should preferably prepare this. – Ensure government approval for the project is obtained. – Determine criteria for assessing preferred tender. – Provide contractor, consultant and Host National Society/Partner National Society/IFRC's secretariat site representative with clear and concise guidelines for dealing with variations, claims. – Have clearly defined milestones in contracts, both for progress and finances. – Gain an understanding of local seasons, religious practices and holidays, labour availability to be able to set realistic timeframes on the projects. Ensure that these are then reflected in the contract. – If the contract includes a clause for liquidated damages, i.e., there is a penalty levied for not completing the project as per schedule, is there any provision made for rewarding the contractor for completing the works prior to schedule. – Upon contract completion, finalize variations and confirm compliance at all stages.

	Stage	Key considerations
	Consultant and contractors (page 133)	<p>Prior to selecting consultants or going to tender, it is advisable to research capacity available in-country following the disaster.</p> <p>Large-scale projects require engagement of larger national or international firms that may then need to import labour to complete the project. Check national legislation on whether it is permitted to bring in international firms of import labour from another country.</p> <p>Assess the capacity of the potential contractor. This can be done by requesting the contractor to provide:</p> <ul style="list-style-type: none">– overview on recent projects carried out by the company– references from past clients– financial statements to prove company is financially solvent– licenses– government registration papers– insurances– curriculum vitae and profiles of full-time and key contract staff.
	Role of consultants (page 136)	Role of the consultants <p>Consultants, preferably local, are required to prepare designs that are acceptable to the beneficiaries, the Red Cross Red Crescent and comply with government requirements.</p> <p>The engagement of consultants will depend upon the method of tendering that is proposed.</p> <p>Depending on the size and nature of the project/programme various consultants may be required during the project, including architects, town planners and engineers.</p>

	Stage	Key considerations
	Role of consultants (cont.) (page 136)	<p>In the absence of qualified personnel for design input other sources may need to be consulted:</p> <ul style="list-style-type: none"> – end-user to provide greater input – if the Host National Society has an engineering department, they may have technical personnel who can contribute – technical staff from the cluster may be a source of direction. <p>The final design has to be signed off by the government.</p>
	Options for construction (page 137)	<p>Based on the owner-driven housing reconstruction concept, there is the opportunity to provide communities with an option to engage in the construction of their own housing.</p> <p>Traditional contract is the usual form of contract engagement where a consultant is engaged directly or via a tender process.</p> <p>Turnkey or design and construct (D and C) contract is a quicker method of getting projects underway. Since the contractor and consultant are both working together, this only requires one tender process. For D and C to be effective, it is vital that the IFRC prepare a detailed and concise requirements plan.</p> <p>Partnership set-up, the Red Cross Red Crescent party provides funding to the government. The government then implements the programmes and executes the required contractual arrangements directly with the construction companies. In other words, the Red Cross Red Crescent party is a donor. For accountability purposes to its own donors, the IFRC will put controls in place. The IFRC will retain oversight of the project by approving all the designs, providing a site supervisor to monitor the construction among other things.</p>

	Stage	Key considerations
	Tendering (page 143)	Follow the <i>Procurement of Works and Services for Construction Projects</i> guidelines for tendering and procurement procedures. Possible modalities of contractor engagement: <ul style="list-style-type: none"> – working in partnership with the government – traditional form of tender (client – consultant – contractor) – D and C (turnkey). Refer to <i>Sphere standards</i> for specific information.
	Contract preparation and tender award (page 143)	The contracts to engage consultants and contractors should be prepared with the assistance of the Host National Society based on local legal advice as well as with the involvement of counterparts from logistics and procurement. The two most globally recognized contract forms include: <ul style="list-style-type: none"> – Fédération Internationale Des Ingénieurs-Conseils – Joint Contracts Tribunal based on the British model. In awarding tenders, the selection criteria should be well thought out. It must be ensured that the criteria correspond to the main needs of the project. Ensure that the tendering process for employing contractors and consultants is undertaken in accordance with the applicable IFRC tendering rules and procedures which reflect commonly internationally accepted standards of transparency and competitive bidding, ensuring ‘best value’ (based on the set criteria, i.e., price, quality, capacity, etc.) in the procurement of all construction works. Make sure that all necessary permits and approvals are obtained prior to commencement of the works. Establish a committee, which shall be tasked with the long-term management, operation and maintenance of infrastructure systems.

	Stage	Key considerations
	Handover and maintenance (page 148)	<p>A thorough handover of the completed facility to local authorities and/or end-user is crucial to ensure sustainability. The IFRC needs to factor in training the end-user on the technical aspects of operation and maintenance as well as financial management.</p> <p>Ensure that the programmes have a capacity-building component indicated in the proposal. Appropriate trainings must be conducted to sensitize the end-user on 'how to use' and 'maintain' the site and utilities they are inheriting.</p>
	Defects liability period (page 149)	<p>When handing over the facility to the end-user take time to make them aware of the DLP and its purpose. It is generally a period of 12 months following the practical completion of works, during which the end-user may require the contractor to return to the site to rectify any defective work or materials.</p>
	Monitoring and evaluation (page 151)	<p>Having a monitoring and evaluation programme in place, will provide the new community a tool for addressing issues that may arise during the early days of settling in.</p>

A close-up photograph of a man with dark skin and curly hair, wearing a red t-shirt, working with rusty metal rebar. He is focused on his task, with his hands positioned to bend or secure the bars. The background shows a clear blue sky and some blurred construction elements, suggesting an outdoor site.

SECTION 1/ SETTLEMENT OF AFFECTED POPULATIONS

A construction site in Kalutara, Sri Lanka. The Red Cross build homes and accompanying infrastructure on new settlement sites provided by the government.

1.1 What is settlement?

In the aftermath of a disaster, civil unrest, conflict or as a result of rapid urbanization it may be necessary to assist in the process of settling populations to a safer location. This entails not only looking into the best sheltering option for the vulnerable population but also ensuring that the new settlement area is in close proximity to health services, transport, markets, schools as well as having access to water and electricity. Even though moving the affected population away from their original settlement is the least preferred sheltering option, on occasions it may be the only solution to minimize the population at risk's vulnerability to future hazards.

Since new settlement projects are complex, it can take up to several years from the time when the government:

- (i) finalizes its decision to move the population to a new location
- (ii) identifies the beneficiary selection criteria and draws up the list
- (iii) identifies potential sites
- (iv) assesses the site's suitability for development, based on hazard and risk assessments
- (v) negotiates and allocates the land to the implementing humanitarian organization
- (vi) drafts an MoU stipulating the roles and responsibilities of the stakeholders involved and agrees on who takes the lead in developing the associated infrastructure
- (vii) finalizes handover of the site.

In the interim and once the IFRC has decided to get involved, there are a myriad of tasks required to keep things moving on all fronts. This entails internal coordination between the IFRC's secretariat, Host National Society and Partner National Societies; external coordination with government, line ministries, other agencies, partners as well as working with the beneficiaries.

Working as a programme manager or shelter delegate requires collaborating with various stakeholders throughout the project cycle. Stakeholders can include other international agencies, local NGOs, etc. For the purposes of these guidelines three key stakeholders have been identified with whom activities will be carried out and regular contact maintained throughout the process, they include:

- (i) beneficiaries – the affected population
- (ii) government – national, state, local, line ministries and local authorities
- (iii) IFRC’s secretariat, Host National Society and Partner National Society.

Each of these stakeholders will have different needs and requirements which should be addressed concurrently, while trying to achieve the same outcome – providing safe shelter solutions that comply with government criteria, in line with national and local building codes, and with the *Sphere standards*. At the same time, it is also pertinent to recognize and respect the cultural needs and requirements of the beneficiaries.

The aim of a new settlement is to provide beneficiaries:

- ↳ a home
- ↳ security
- ↳ adequate protection from climate related events
- ↳ community environment
- ↳ livelihood opportunities
- ↳ access to services such as electricity and water
- ↳ access to markets
- ↳ access to schools, hospitals and transport.



When embarking on settlement projects, keep in mind that:

- Projects must be well thought through and holistic in nature. Aside developing plans for sheltering options, critical infrastructure, such as roads, water supply, sanitation amongst others may need to either be upgraded or developed (refer to *Post-disaster community infrastructure rehabilitation and (re)construction guidelines*).
- New settlement should be developed as close to the original location as possible, or in an environment that allows the affected population to continue with either their existing livelihood or have access to new livelihoods.
- The site is well connected by transport and the needs of the population such as social infrastructure, livelihoods and economic activities are accessible.
- Projects should be sustainable and follow the fundamental principles of DRR. This would entail an in-depth analysis of potential hazards and risks that the identified site(s) may be susceptible to.
- Internal and external coordination mechanisms are in place with the key stakeholders.
- Beneficiaries are consulted and participate in the decision-making process.
- Host communities should also be involved particularly in planning integration programmes.

1.2 Stakeholders analysis

Stakeholders can be the affected population, local authorities and/or national government, donors, aid/development agencies, neighbouring communities (unaffected population), suppliers, etc.

Stakeholder analysis is a process of systematically gathering as well as analysing qualitative information to determine:

- ↳ who the key actors are
- ↳ whose interests needs to be taken into account when developing and/or implementing a settlement project/programme.

The general objective of stakeholder analysis is to ensure:

- ↳ that operations take place in the best possible conditions
- ↳ the interests, activities and needs of stakeholders are identified (with a gender perspective) and taken into account in dialogue with them, so that mutually beneficial arrangements can be reached).

On a practical level, this involves:

- ↳ identifying the affected people and groups in a specific environment
- ↳ defining who does what, when, how, where and why
- ↳ identifying individual interests
- ↳ understanding power relations
- ↳ defining the need for assistance
- ↳ understanding operational strengths and opportunities.

1.3 Transparency and integrity

Any large-scale response can create an environment which may raise questions around integrity, result in wastage and/or mismanagement of resources. Issues can arise for the following reasons:

- large quantities of aid inflow and of goods and services being procured
- pressure to commence programmes and activities quickly
- competition amongst aid agencies
- poor staff communication, screening, and/or training
- weak administration and oversight systems
- economic desperation of the affected population
- ignorance or negligence of local rules and regulations.

Anyone involved directly or indirectly in the programme, be it a staff member or a manager in the organization, government representative, affected population, contractors, vendors, etc., can be the wrong-doer.

1.3.1 Checks and balances to mitigate integrity risks

- **At an organizational level**, a step towards holding staff and volunteers accountable would be to ensure that they have read and signed the code of conduct.
- **Set up a ‘whistleblower’ procedure**, to enable the aggrieved party to report breaches of the code of conduct. Safecall has been established to ensure that anyone alleging a breach of the code of conduct has a confidential complaint filing mechanism in place in order to report serious concerns 24 hours a day.¹
- **Procurement procedures**, even though these may appear cumbersome, must be adhered to. All procurement activities have to be in line with IFRC’s *Procurement of works and services for construction projects guidelines*.
- **Levels of authorization** have been put in place to ensure that integrity is not compromised in any way. Further, all financial records need to be collected and archived for internal or external controls. Refer to Annex 1 ‘Levels of authorization for each tender procedure for construction works.’

¹ Available on FedNet at: <https://fednet.ifrc.org/en/resources-and-services/support/hr/code-of-conduct/reporting-coc/>

- **The consultants, contractors and communities are to be made aware of the rights and duties of the staff members working with them.** Communicate that mechanisms will be put in place to allow all persons to have the opportunity to evaluate the performance and provide feedback upon completion of the project. All the key stakeholders are to receive an introduction to the programme, which explains in detail the mutual rights, entitlements and obligations. This should include a detailed explanation of roles, responsibilities, grievance mechanisms and authorities entrusted to the different components and representatives of all parties.
- It is important to **ensure regular reporting and documentation** of positive and negative experiences not only from the perspective of keeping future project managers informed, but also from the aspect of sharing of lessons learned as well as from an information management perspective.
- **Ensure that common indicators to monitor** the programmes/projects are developed and reported on. Any variance in expenditure should be in accordance with the procurement guidelines.



Tips: Accountability to stakeholders

- Dedicate specific time to discussing grievances; this should be a periodic process.
- Ensure that the living conditions of the contracted labourers are in accordance with labour law.
- Request all grievances in writing.
- Maintain a record all the grievances and actions taken.
- Keep names confidential.
- Take action in a timely manner.

Refer to Annex 2 for examples of activities that could raise potential questions around integrity and can be used as warning signals by programme managers.

1.4 Communications

It is imperative to maintain effective communications channels with all the key stakeholders (i.e., beneficiaries, partners, local authorities, donors, inter-agency level). Information sharing is crucial. Determine the most appropriate and effective way to communicate in order to clearly explain the purpose of an assessment, process and the extent to which the assistance will be available.

Lack of communication can create misunderstandings and result in hostility towards the organization by beneficiaries and authorities. When carrying out an assessment you may raise the expectations

Case study: Communications issues and design flaws

Lack of communication between project implementers and beneficiaries concerning delays encountered during construction phase led to a situation whereby the beneficiaries stormed into a settlement which was still being developed and forcefully took possession of their housing. At the time when the beneficiaries occupied the condominium, the housing complex did not have functional water connections. Provisions, therefore, had to be made to truck in water thus adding significant costs to the project.

Furthermore, within a month of the beneficiaries moving into the housing complex, they were faced with major sewage problems. The pipelines that were built into the walls inside the condominiums had burst. This meant that the beneficiaries literally had waste in their homes. It was impossible to detect which pipeline had burst. To rectify the problem, walls had to be broken down and the piping reinstalled on the outside. This caused further discontent amongst the beneficiaries and hostility towards the project implementers.

Lessons learned

- Lack of communication can create misunderstandings and result in hostility towards the organization by beneficiaries.
- Rectification of design flaws at a later stage in the project can have significant cost implications.

of the key stakeholders. Ensure that you communicate clearly and manage the situation carefully.

1.5 Coordination

Following a disaster, a number of agencies, from local NGOs, international organizations to UN agencies, come on board to respond to the immediate needs as well as facilitate the recovery process. Most post-disaster situations require a multi-sectoral response with participation of many international humanitarian actors. Generally, coordination for all the agencies responding to the disaster is provided through the cluster system and settlements falls under the mandate of the shelter cluster. However, when taking on the development of a new settlement it is also necessary to collaborate with the other agencies that take a lead on protection, education, health and water and sanitation hygiene through the cluster system. All these clusters are forums that will provide the basis for information sharing and cooperation between agencies.

The cluster approach is used to organize international response. It is also the responsibility of the government and/or local authorities to provide overall direction for the ensuing programming, i.e., to ensure that there is an overall strategy in place to establish “what needs doing;” “how it will be done” and “who will do it.”

In some cases clusters may not be activated. In these instances, it is important to ensure that all organizations coordinate with one another for efficient and targeted response.

Active participation in coordination efforts enables lead agencies to:

- ↳ establish clear division of labour and responsibility
- ↳ gauge the extent to which needs are being collectively met
- ↳ reduce duplication and address gaps in coverage and quality in a timely manner.

Coordination between the sectors enables us to address the needs of the affected population as a whole, rather than in isolation (e.g., shelter, education, water, sanitation, hygiene, psychosocial and protection needs are interrelated). It is important to remember that settlement is only one component of recovery.

According to the agreed roles and mandates of the settlement initiative, determine all the authorities and institutions that you will need to collaborate with, as well as the roles they will be playing in the implementation of the programme.

1.6 Programme partnerships

In the event that capacities do not exist internally within the programme teams, partnerships may be established with other NGOs, line ministries and local authorities operating in the area that have the capacity and expertise to implement parts of the programme. Contracts and roles and responsibilities of partners should be clarified as soon as possible.



Tips for when establishing partnerships:

- Identify the project's most important objectives.
- Select reliable and skilled partners with demonstrable track record and a good reputation.
- Clarify expectations of partners and stakeholders (donor, national and local partners, implementers, etc.).
- Identify and agree on responsibilities and tasks, and enter a formal written agreement with partners (e.g., an MoU or contract).
 - Make sure to understand what constitutes a contract in the local culture.
 - If the means of establishing contracts in the local context is different from that of the IFRC's

secretariat and National Society's (i.e., a written document), make sure to carry out a session to explain what you mean by a contract and its implications. This session can be a formal meeting or using other means such as staging a play, songs, etc.

- Set realistic timeframes.
- Confirm that partner's mandate is not in conflict with that of the Red Cross and Red Crescent.

1.7 Risk management

Developing new settlements generally involves a complex set of activities, including interactions amongst key players such as government agencies, beneficiaries and implementing organizations. Risk can be defined as potential negative impact to an asset or project and/or some characteristic value that may arise from present or future events.

Risk management is important because it ensures:

- better and meaningful support to the targeted beneficiaries; in other words, for better service delivery
- efficient use of available resources
- effective management of possible changes that take place
- development and management of contingency plans and maintenance of the planned activities
- reduction of waste and better value for money
- better management at all levels through improved decision-making
- balance between time, cost, quality and results
- better coordination with other development partners.

Together with the key stakeholders define common programme risks, effect and possible control measures. In addition, determine who should take action to reduce risk.

1.8 Disaster risk reduction oriented settlement

During programme design phase aim to create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient. This is usually done through:

- structural (physical construction to reduce potential impact and/or
- non-structural (policies, public awareness, land use planning, construction types) measures undertaken to minimize the adverse impact of potential hazards.

To minimize structural risk, i.e., collapse of buildings or infrastructure it is imperative to:

- Retrofit the old structures and/or strengthen the design of the proposed shelter option in a way that it can withstand the impact of a future hazard that it is likely to face.

Non-structural mitigation measures can save lives, reduce risks and are cost effective. For example:

- In an area which is likely to be hit by floods, the land-use planning regulations should clearly define at what distance from riverbeds would it be safe to locate the settlement.
- Public awareness raising initiatives on the importance of securing heavy objects in earthquake prone areas to prevent them from falling during an earthquake can save lives and minimize the chances of injuries.

1.9 Sustainable projects

In line with *Sphere standards*, it is important to agree to standards and guidelines on settlement with relevant authorities/line

ministries to ensure that key safety and performance requirements are met. Local or national building codes should be adhered to. In instances where building codes do not exist or have not been enforced refer to IBC and or UBC. The local culture, climatic conditions, resources, building and maintenance capacities, accessibility and affordability should also be kept in mind.

Sustainable projects upon their completion should not:

- ✎ put an unnecessary drain on the government line ministries, local authorities, community that inherits the completed project from the perspective of:
 - staffing levels
 - maintenance
 - operating costs
- ✎ have a negative environmental impact
- ✎ have a negative impact on the local market.

Developing new settlements in a post-disaster context provides us with an opportunity to enhance the quality of buildings, the environment and to build back safer and more resilient communities. In this vein, it is important to integrate the principles of sustainability from the earliest stages of settlement in order to:

- ✎ Avoid building in areas that are exposed to hazards, inefficient and/or not maintainable.
- ✎ Build on local knowledge and utilize local materials for rehabilitation and (re)construction where appropriate.
- ✎ In the event where local communities are to operate/maintain the associated infrastructure, they should be involved in the project cycle from the onset and their voices heard.

The success of any new settlement project/programme is based on a well-functioning management process.

1.10 Participatory approach for safe-shelter awareness

During the last decade, experience has shown that most field-workers increasingly address the subject of safe-shelter awareness through participatory approaches, thus ensuring that target communities determine their own safe-shelter measures. PASSA contributes to strategic aims 1 (*Save lives, protect livelihoods, and strengthen recovery from disasters and crises*) and 2 (*Enable healthy and safe living*) of the IFRC's *Strategy 2020* with the objective of building resilient communities. This is done through promoting a participatory method of raising awareness on safe shelters, suitable for and adapted to various cultural, physical and hazard contexts, as well as on different construction techniques.

Although PASSA in its entirety is meant to be used in existing communities where the inhabitants are familiar with their context and environment, parts of the tool and its principles can also be applied to settlements as part of software programmes. PASSA tools encourage community management of safe-shelter practices and provide communities with knowledge and training to solve their own shelter problems and aims to influence behavioural change.

PASSA should be applied when a VCA determines that safe shelter is a principal community need. Its tools are to be used in coordination with, and to complement, water and sanitation and health participatory programmes.



Refer to IFRC's *PASSA Participatory Approach for Safe Shelter Awareness* for further details.

1.11 Project/programme development

Programme planning should be in line with IFRC’s *Project/programme planning guidance manual*. With the view of addressing the needs of the disaster affected and vulnerable populations effectively and with their participation, the IFRC favours the adoption of a “results-based” approach to design and manage its interventions.

Results-based management (RBM) is a project/programme approach to management that integrates strategy, human and financial resources, processes and ways to measure them in order to improve decision-making, transparency, and accountability.

All activities of the IFRC must be in sync with the Fundamental Principles and statutes of the International Red Cross and Red Crescent Movement (the Movement), the constitution of the IFRC as well as the National Society’s statutes and national legislation.

1.11.1 The project/programme cycle planning

The IFRC follows and recommends the use of the “project/programme cycle” in planning for its programmes. This approach ties in well with the RBM approach.

It clearly highlights the management of an intervention through a sequence of easy to follow interrelated phases, i.e., initial assessment, planning, implementation and monitoring and evaluation. These phases facilitate the design and management of an intervention and are broadly progressive, with each one leading into the next.



The type, duration and importance of activities related to each phase will vary depending on the context. For example, in certain cases a more detailed sectoral assessment will be carried out to obtain in-depth information to define the requirements for the planning phase. Similarly, information gathered during implementation and monitoring will be relevant for a later evaluation or a possible second instance of assessment, if the intervention continues beyond one cycle.



For further details on various steps, please refer to the IFRC's *Project/programme planning guidance manual*.

1.11.2 Programme logical framework (logframe)

Create a project logframe that identifies objective, activities, assumptions and SMART (specific, measurable, achievable, relevant, time-bound) indicators. Choose a model that is flexible enough to incorporate changes in objectives and context.



Refer to the IFRC's *Project/programme planning guidance manual* for further details.

Objectives (what we want to achieve)	Indicators (how to measure change)
<p>Goal: Community is safer and resilient and has access to health service and water supply.</p>	<p>Settlement site completed. Associated infrastructure completed and functional.</p>
<p>Outcome: Affected population is settled to a safer site with access to utilities and critical infrastructure.</p>	<p>Settled community takes possession of houses and has access to critical infrastructure.</p>
<p>Outputs: Construction of 110 houses and associated infrastructure.</p>	<p># of houses completed by set date. Infrastructure developed and handed over to end-user in a timely manner.</p>
<p>Activities: All houses are constructed and completed by 18 January 2006.</p> <p>Model designs are provided to beneficiaries to view and provide feedback on the house layout.</p> <p>All households will be provided with rainwater harvesting kits and will be connected to the new sewer system that is under construction.</p> <p>Site supervisor monitors construction of works.</p> <p>Houses are designed and constructed as per local building codes.</p>	<p>#of houses completed on time. Designs are socially and cultural acceptable. Houses have regular supply of water and connected to an appropriate waste disposal system. Construction is supervised and monitored. House design and construction conforms to the local building standards and codes.</p>

Means of verification (where/how to get information)	Assumptions (what are the risk factors)
Beneficiary satisfaction survey End of project evaluation	Expected completion date may not be achieved due to logistical challenges.
End of project evaluation	The house design may not be suitable for the use of beneficiaries.
	Ensuring safer living standards of some may cause inequity between the existing inhabitants.
	Construction material shortage.
Mid-term and annual reports Site supervisors reports Beneficiary satisfaction survey Final completion of works certificate Approval from the government confirming that houses have been constructed as per local standards.	



When defining the objectives and indicators, keep in mind:

- The primary goal of the programme is to provide the displaced population with acceptable sheltering options and services.
- Considers feasibility and sustainability of the programme.
- The programme should address potential risks to mitigate the impacts of future hazards.
- Adopt a monitoring and evaluation framework against which performance can be measured. For example, develop specific indicators to monitor the quality of construction, such as the standard of roof structure, walls, structural elements, etc. The results of the evaluation should feed back into project planning and thus generate improvements in implementation.
- Include external mid-term and final evaluations in the project budget.
- Carry out a stakeholder analysis that identifies stakeholders; assesses their likely impact on the project; assesses the project's likely impact on them. Use this to create a stakeholder engagement strategy.
- Aims to design and construct with a target of a zero accident record.

In this section, we have discussed:

1. Settlement is not limited to providing the population at risk with just sheltering options. Responsible settlement is about rebuilding the community to be safer and resilient.
2. Stakeholder analysis is essential to identifying the key players who will be involved in the projects.
3. It is necessary to instate checks and balances to ensure transparency and integrity to mitigate risks at all levels.
4. Maintaining effective communications with all affected stakeholders including line ministries, local authorities, beneficiaries and host communities in planning and implementation of the settlement projects is imperative.
5. Coordination with all National Societies, government, line ministries, local authorities, beneficiaries, host communities amongst others is fundamental for the programme to be successful.
6. Key considerations to be kept in mind when establishing partnerships.
7. The importance of drawing up a risk management plan with key stakeholders.
8. For projects/programmes to be sustainable they need to be relevant, meet the needs of the affected population, manageable and maintainable in the long-term.
9. The significance of using PASSA, a participatory method of awareness-raising on safe-shelters, suitable for and adapted to various cultural, physical and hazard contexts, as well as on different construction techniques.
10. The RBM approach to project/programme planning which integrates strategy, human and financial resources, processes and ways to measure progress.



SECTION 2/
WORKING WITH
THE BENEFICIARIES

For a settlement project to be successful it is important that a well structured programme of working with and involving beneficiaries throughout the project cycle is developed. The IFRC will ensure that beneficiaries are engaged in planning, decision-making, implementation as well as kept abreast of developments in the programme.

2.1 Identification of communities

The first step in the identification process is to determine the communities in which to operate. In order to use the resources at hand efficiently and maximize output, concentrate response efforts in selective communities by developing comprehensive programmes.

Key criteria to keep in mind when identifying communities:

- **Equity** – ensure that assistance does not contribute to tension or conflict within or between communities.
- **Landless** – people who were living illegally on the site prior to the disaster and cannot return to the original site.
- **Vulnerable groups** – will vary within any given community or context. Only when all vulnerable groups have been clearly identified and form a part of the assessment can their specific needs, concerns and priorities be heard and addressed.
- **Gender considerations and needs of special groups** – needs of women, girls, men, boys, transgendered, those of diverse sexual orientation, older persons, persons with disabilities, single-parent or child-headed households need to be taken into consideration when defining and designing the response.
- **Families still living in camps** – with no or inadequate shelter assistance or families living in makeshift or unsafe housing on their own lands, located in high risk areas.
- **Red Cross Red Crescent presence** – consider working in areas where branches are active to maximize impact and gain immediate access to local resources. Work towards integrating the community that will be moving to the area from the onset.

Alternatively, depending on the scale of the project work in areas where the Host National Society is not active so as to contribute towards organizational development and/or in areas where you may have been involved in projects and programmes before the disaster.

- **Presence of other organizations** – you may choose to work either in areas where potential partners are active or in areas where few organizations are active to ensure that as an organization you reach people whose needs have not been met or sidelined. In either situation, detailed external coordination and communications would need to be established.

2.2 Beneficiary selection, verification and registration

Families identified for assistance should be known at the onset of the project. No capital investments should be started until eligible household lists are completed, validated and a firm commitment exists from the selected families, authorities and the donor. Changes should be accepted only in exceptional situations.

In most situations, the selection of beneficiaries is guided through general criteria defined by the government. The IFRC should advocate for:

- development of a transparent process for beneficiary selection
- prioritization of the needs of the vulnerable groups (in line with our mandate)
- dissemination of awareness raising campaigns on housing policies and selection processes, so as to keep the affected population well informed.

To ensure that assistance reaches the most vulnerable, the project/programme may target specific groups within the identified communities eligible for settlement projects. After the selection criteria

have been defined and the beneficiaries identified, it is important to go through a verification process. Verification entails:

- Determining that the beneficiary identified has been affected by the disaster. This can be partially achieved through discussions with neighbours and local authorities.
- Determining that the beneficiary has not been selected by other agencies working on a similar project. It is possible for beneficiaries to be repeatedly nominated to different organizations or that a family is registered under one or more names. For the verification process to go smoothly, it is advisable to share selected and finalized lists with other organizations.
- Ensuring that finalized lists are displayed on a noticeboard in agreed public places as a means of information sharing and transparency.

Case study: Beneficiary verification

One of the issues to come to the forefront while talking to beneficiaries during the field visits was that pre-tsunami three or four families were originally living in one unit. Post-tsunami each of these families were able to register for separate housing under the settlement programme. As a result, each of these families were allotted a house and moved into their individual units.

Lessons learned

The purpose of a settlement project/programme is not to facilitate asset-building for beneficiaries but rather to ensure that the affected population has safe shelters to go back to and restart their lives with dignity.

Verification mechanisms need to be in place to ensure that beneficiaries from one family do not end up getting three or four units. It is pertinent that better coordination, selection and verification processes be put in place.

Community consultation is an effective screening tool. Consulting with the community to determine the validity of beneficiaries qualifying and benefiting from the programme is one mechanism that can be considered.

Once the lists have been finalized, local authorities need to be informed. Records highlighting criteria, decisions and justifications should be maintained preferably in a database.

During the course of the selection process should you come across beneficiaries who do not qualify for a project based on your criteria, pass the list of unsuccessful candidates to other agencies or the shelter cluster for follow-up.

2.3 Assess needs of beneficiaries

Following identification of the affected population who qualify for being relocated to a new settlement, additional assessments will be required at various stages during the project/programme to determine their immediate, interim and long-term needs.

The needs assessment of beneficiaries should be:

- ↳ gender and culture sensitive
- ↳ reflective of needs of different age groups (i.e., children and older persons)
- ↳ sensitive to the needs of persons with disabilities
- ↳ responsive to beneficiary skills and means of livelihoods
- ↳ able to identify new services which will be required by the beneficiaries.

An understanding of the beneficiaries' social and cultural environment will enable you to design programmes that are suited to their needs. It will also allow you, as a programme manager, to assess how the beneficiaries are coping in the interim, and to plan and carry out workshops to train and prepare them for life in their new housing.

Moving a population away from their original location as previously stated, can impact the livelihoods of beneficiaries if the sites

are not well connected by transport or far from work. Part of the assessment process is to:

- understand the beneficiaries' income generating activities
- identify new employment opportunities
- train beneficiaries to acquire skill sets to take up alternative livelihood.

Also keep in mind that the beneficiaries in their previous housing may not have had access to running water, electricity, flush toilets, cooking with gas/electricity, and as such need to be trained on the use of these utilities as well as budgeting for the associated costs linked to these services.

It is vital to systematically identify the number of families that will be settling in a given area, and work out the average rate of consumption of various services per unit in order to determine whether or not the existing services are sufficient or would need upgrading. This includes assessing the capacity of schools, medical facilities, places of worship, transport and markets to absorb settlement. In certain instances it may be necessary to construct additional facilities or provide alternative transport options to cater for the increased population. These issues need to be identified early on in the process to ensure a more seamless integration with the existing population.



Key questions to ask yourself and things to keep in mind at different stages of the project when assessing beneficiary needs:

↳ **Immediate needs**

- Is the temporary sheltering option adequate for the beneficiaries to live in for the next two to three years? Will the sheltering option be able to accommodate rise in family numbers? What about different seasons?
- In cases where beneficiaries are living with host families, will two to three years living arrangement be acceptable to the host family? Will the host family require additional support to meet the needs of the family living with them?
- Have communities been split up when being moved to temporary shelter?
- Do beneficiaries prefer to settle with people from their original communities? If yes, it may be worthwhile to liaise with other agencies and work towards ensuring that the communities are settled as a group.
- Are adequate services such as access to education, healthcare, food, water and sanitation easily accessible?
- Is the emergency shelter safe and secure?

↳ **Interim needs (during the construction period)**

- Are beneficiaries in a secure environment?
- Is there privacy? Do they have personal space?
- Do they have access to basic services such as education, healthcare, water and sanitation?
- What is being done in terms of ensuring income generation?
- Are there any livelihood training programmes in place?

↳ Long-term needs

- Have programmes been designed to familiarize beneficiaries to adapt to different living conditions (i.e., serviced housing or high density urban living?)
- Have beneficiaries been familiarized with solid waste management?
- Should beneficiaries need to change their livelihoods will potential livelihoods sources be able to sustain the settled population?
- Are the sanitation provisions being designed durable?
- What means of cooking are going to be used? Are there other affordable cooking methods aside from firewood that beneficiaries can be trained in using?
- Is there access to transport and markets?
- Are there any potential religious or ethnic conflicts likely to crop up in settling populations with different backgrounds together?

↳ Potential needs of other communities

- Can existing infrastructure meet the needs of the settled population? If not, it will be necessary to extend or upgrade the necessary infrastructure capacity be it schools, hospitals, markets, place of worship, etc.
- Has the host community been consulted on their views about the settlement?
 - How do they feel about a new community coming to live with them?
 - How does it impact their way of life?
 - What can be done to integrate the community which has moved to the new settlement with the host community?
- Are the site plans and housing structures complementary to the existing ones in the host

community? It is advisable to develop the sites in a similar way to the host community. If the housing is superior to that of the host community's, differences can crop up causing discontent between the host community and settlers.

- If budget allows for it identify what kind of services the community can benefit from (i.e., playgrounds, street lights, medical facilities, etc.?)

2.4 Beneficiary involvement

Beneficiary participation throughout the process is fundamental whether it is a new settlement site, on-site development and/or in developing critical infrastructure. Beneficiary participation:

- ↳ creates better opportunities and brings many advantages for different stakeholders involved in the process of development
- ↳ improves the delivery efficiency and effectiveness of physical outputs and services.

Provide beneficiaries with settlement plans or models. Models are useful as not everyone can read a drawing plan. Providing a model of the site or unit can help beneficiaries to visualize and relate to the concept and easily provide feedback on:

- ↳ site and unit layout (advise if the layout of the houses is appropriate and serves their needs).

It may be best to rely on the Host National Society to provide advice on how best to involve beneficiaries in the selection of sites for settlement.

2.5 Community involvement and community-based organizations

The IFRC's secretariat, Host National Society and/or Partner National Society need to introduce and implement a methodology for community mobilization enabling the affected community to be involved in a step-by-step process throughout the project cycle.

The community is well versed with local politics and local know-how to advocate for changes for the betterment of the community. Work with the beneficiaries to establish a representative group such as a CBO that will assist in reviewing designs of houses, as well as help with identifying the kind of training programmes that are required to prepare beneficiaries for life in the new housing. Ensure the selection process is transparent and open to all beneficiaries. CBOs should be:

- gender-balanced and diverse in order to make informed decisions which reflect the needs of the affected population
- inclusive of different ethnic minority groups
- representative of different age groups.

CBOs can actively be involved in facilitating:

- micro-finance and other livelihood development initiatives
- promotion of social inclusion and a culture of non-violence in the community
- hygiene promotion
- first aid training
- disaster preparedness programmes.

Regular meetings with the CBO should be held to:

- facilitate planning and decision-making
- provide updates on progress
- discuss any emerging issues that have come to the forefront
- discuss construction related issues and contractual matters.

Create feedback mechanisms (e.g., feedback boxes) to enable beneficiaries to provide anonymous feedback and/or to address their concerns.

Remember that the host community is also impacted by the development of a new settlement. Hence they also need to be consulted and involved during the project cycle. Potential social conflicts can crop up if communities with different ethnic, religious and/or social backgrounds are moved in together and/or if the settled community ends up with superior housing in comparison to the host community.

2.6 Software programmes

In most cases, the level and location of permanent shelter to be provided will differ from what the beneficiaries had previously experienced and the transition can be difficult if they are not prepared for the change.

Software programmes need to be developed in order to support beneficiaries in the process, so that they can be introduced to and be prepared to adapt to the new way of living. Software programmes can include training communities on:

- ↳ Having access to utilities such as running water, electricity and septic systems. Experience in Sri Lanka has shown that many communities struggled to understand why they had to pay for utilities such as electricity, water and shared common areas in condominiums.
- ↳ How to handle the disposal of waste generated (beneficiaries were throwing out waste from the windows or into neighbouring plots).
- ↳ Using alternative methods for cooking – in Sri Lanka’s rural settings it is common practice to use firewood for cooking. In a number of cases, when beneficiaries moved into condominiums they found themselves with kitchens equipped with gas stoves.

Not only were they unfamiliar as to how to cook with gas stoves but also gas is expensive and as such not a viable option.

- Promoting hygiene programmes – health education should be provided to the community to explain the links between hygiene behaviour and health.
- Providing training for alternative sources of income generation – these programmes should be developed with a view to restoring the affected populations' livelihood to levels equivalent to or better than those maintained before the disaster. (Refer to Annex 3 for a sample of a community livelihood proposal).
- Raising awareness around land tenure and ownership – this is required to ensure beneficiaries are aware of their rights regarding ownership.
- Maintaining sewer plants, roads, community centres, etc., the communities must be sensitized in 'how to use' and 'maintain' the relevant infrastructure.
- Addressing self-directed and interpersonal violence, and tensions in the community.



Wardell Eastwood/IFRC

Blackened walls due to lack of proper chimneys and exhaust system to absorb the excessive smoke generated by firewood which is used traditionally for cooking.



Japanese Red Cross

Vocational training project in Gampaha district, Sri Lanka.

Case study: Problems faced by communities when the basics are not kept in mind

A settlement site which primarily housed a fishermen community was developed inland. The site was located far from the coast which made it difficult for the fishermen in terms of:

- reaching work since no regular transport facility was available from the settlement site to commute to and from.
- storing equipment (i.e., nets and boats). The fishermen had to leave their boats on shore and rely on either a family member to guard them or pay someone to do so.

The community faced other issues which were a result of poor planning, these included:

- Lack of place of worship – a temporary building was being used, while a permanent place of worship was under construction during the time of the visit.
- To maintain their privacy most houses cemented the windows and used tin sheets to serve as boundary walls.
- Lack of garbage removal service – consequently, the CBO organized a burn your garbage day (25th of each month).
- Rooms of houses had been converted to serve as a shop to allow for alternative means of income.

Aradhna Duggal/IFRC



To maintain privacy beneficiaries cemented the windows and used tin sheets, cloth and or wooden poles to serve as boundary walls.

Aradhna Duggal/IFRC



A temporary construction in use as a place of worship.

Lessons learned

- Before accepting land ensure that it is well connected and enables equal access to men, women, boys and girls of all age groups.
- Depending on the needs, liaise with the relevant authorities and ensure that services such as garbage disposal, water supply, electricity, etc., will be made available to the communities. This is something that should be clearly addressed and included in an MoU.
- When designing the housing, keep local building practices and building codes in mind.
- If the livelihood of the community which is to be settled is going to be effected, ensure that there are different livelihood options in place for the community members. Training in developing new skill sets should be considered.
- Ensure that a place of worship is in close proximity to the settlement or alternatively build one on-site.
- Understand the cultural and religious needs of the community and incorporate those into the design as and where possible.



Aradhna Duggal/IFRC



Permanent place of worship under construction in 2011.

Case study: Why software programmes are important?

During field visits it was noted that in many cases software programmes had been left out from the programme design. For instance, limited resources had been made available to prepare beneficiaries who were previously living in single units by the sea to move into high density condominiums or settlement which were up to 20 kilometres inland. The beneficiaries were required to pay for utilities such as water and electricity and live in conditions very different from what they had been previously used to. The costs associated with living in the new style of shelter presented many families with a financial burden that they were not prepared for. In a number of cases, beneficiaries were either struggling to or unable to pay utility bills.

This situation could have been avoided had appropriate training been carried out and the beneficiaries been sensitized to the different lifestyles they were going to be introduced to in their new housing.

Lessons learned

All settlement programmes must have a software component to prepare beneficiaries for their new lifestyles.

2.7 Preparing for settling populations to a new area

The act of moving the beneficiaries into new housing can be a daunting prospect both from a financial as well as an emotional perspective. By the time the new settlement is ready, the affected population have been living for a substantial amount of time in transitional shelters where bonds with new communities would have been established. For the affected population, moving away from these communities can be emotionally taxing. CBOs should be engaged with beneficiaries to facilitate their settling in.

Prior to their move, beneficiaries should also be made aware of the value of the assets they are receiving and what it can mean

for them in the long-run if they were to maintain and retain the property, as opposed to selling or renting it out in the short-term.

By this stage, CBOs should have been trained to manage the running of settlements, particularly high-density condominiums. Communal areas and related expenses such as electricity, maintenance of communal facilities which would fall under their management.

Case study: Wastewater and septic treatment

When visiting one of the settlements which was comprised of 240 units, the beneficiaries listed the following as issues that they were facing with regard to housing:

1. Older persons cited difficulty in climbing steps to the second and third floors where their housing was located.
2. The kitchens were small and poorly designed. The rural community primarily uses firewood for cooking purposes. As a result of poorly designed chimneys, smoke was filtering into the apartments from the ground floor to upper floors. As a result a number of the residents resorted to cooking in the veranda.
3. There was no proper garbage disposal system. Not knowing what to do with the garbage, certain residents eventually started throwing garbage out the windows.
4. Even though critical infrastructure such as schools, hospitals and health centres were within vicinity, transport was not easily accessible.
5. The settlement predominantly housed fishermen. Not only was access to livelihood an issue (as it was located inland), but there was also no place to store their fishing nets. The boats had to be left back close to the sea.
6. The ground and first floors received water from the water board, while the upper floors were provided with tanks to store water. However, water supply was only available from 6:00 am to 12:00 pm.
7. Maintenance of the septic tank was yet another issue as the beneficiaries were not used to this system. The pump used in the wastewater septic treatment needed a lot of maintenance and broke down frequently.

- a. It cost the community 18,000 Sri Lankan Rupees (141 Swiss francs, 114 Euros)¹ (approximately five times the average income) to have the pump fixed each time it broke down.
- b. The common monthly septic tank bill was between 4,000–5,000 Sri Lankan Rupees (31–39 Swiss francs/25–31 Euros). The first time around the pump broke down as a result of a flood.
- c. Upon further probing, it was also discovered that imported pumps used were fragile. The community was used to using sachets of shampoos and then discarding the plastic through the drains. The sachets were getting caught in the blades of the pump causing it to break down.
- d. Furthermore, the wastewater septic treatment system itself was complicated one and required someone with a technical background to maintain it.

With the array of problems faced by the community, the occupancy rate of the condominium eventually went down, as most residents moved closer to the sea.

Lessons learned

It is important to take gender considerations and needs of older persons into account when planning and designing infrastructure.

Easy access to transport systems should be kept in mind.

It is pertinent to ensure that there is regular water supply and appropriate and adequate sanitation facilities in place.

Kitchen designs should be in line with local cooking practices. Always talk to women and girls about kitchen designs during the assessment phase.

Alternative cooking methods can be introduced but these should be affordable, and communities should be trained on how to use alternative methods.

It is not advisable or viable to handover complex and unaffordable systems to communities, which they are not used to and cannot be sustained in the long-term.

¹ At the time of writing, the exchange rate was approximately 120 Sri Lankan Rupees to one Swiss franc and 148 Sri Lankan Rupees to one Euro.

2.8 Handover and maintenance

An extensive handover should be carried out with the CBO during which they should be made aware of the DLP. This is usually a 12-month period where the contractor is responsible for repairs for specified parts of the project. The Host National Society and IFRC's secretariat need to factor in training the end-user on the technical aspects of operation and maintenance as well as financial management.

Ensure that the programmes have a capacity-building component indicated in the proposal. Appropriate trainings must be conducted to sensitize the end-user on 'how to use' and 'maintain' the relevant infrastructure.

Furthermore, it is essential that the services that are being offered are affordable from an operational perspective as well as maintenance. More often than not, this is an issue that is overlooked during the design phase.

2.9 Monitoring

Monitoring entails collecting and reviewing information that reveals how the project/programme is proceeding and what aspects of it, if any, need to be adapted. Monitoring occurs throughout the operation generally measuring progress against the baseline study that should have been conducted prior to the commencement of the project/programme.

2.10 Evaluation

Evaluation is the systematic and objective assessment of an ongoing or completed operation, programme or policy, its design, implementation and results. The aim is to determine the relevance and fulfilment of objectives, as well as efficiency, effectiveness, impact (overall goal) and sustainability. An evaluation should provide information that is credible and useful, enabling the incorporation of lessons into management decision-making.

Evaluations are carried out at different points of the project/programme cycle. It is imperative to ensure that evaluations are objective and conducted periodically. Recommendations from evaluations should be used to improve the pitfalls identified in the programme.

Evaluations should also assess whether or not beneficiaries are satisfied with and adjusting to their new housing and environment.



For further details on what steps to take when embarking on monitoring and evaluation of the project/programme, refer to IFRCs *Project/programme monitoring and evaluation guide*.

2.11 Successful versus unsuccessful settlements

The table on the next page summarizes the key elements that will contribute towards a successful versus unsuccessful settlement project/programme from a beneficiary perspective. In situations where it is not possible to ensure that all the guiding principles as listed under *successful settlement* are met, mitigation measures should be factored in to minimize any negative impact.

Successful settlement	Unsuccessful settlement
<p>Beneficiaries are involved in the decision-making process as well as implementation of the project/programme (i.e., identification of basic needs, settlement planning, housing designs, and implementation process).</p>	<p>Beneficiaries are not a part of the decision-making or implementation process as a result their needs may be overlooked. Lack of participation also means that there is no sense of ownership.</p>
<p>The site is well connected by public transport and in close proximity to health services, markets, schools as well as having access to water and electricity.</p> <p>Violence protection and response mechanisms and means for reporting breaches are in place.</p>	<p>The site is not easily accessible and/or well connected by public transport. It is far from critical infrastructure such as hospitals, schools and markets.</p> <p>Water and/or electricity supply is inadequate.</p> <p>Lack of inadequate means of addressing violence and conflict that may arise between and within communities.</p>
<p>Beneficiaries are trained and acquire new skill sets if they have to change their means of livelihood.</p>	<p>Beneficiaries find it difficult to maintain their livelihoods.</p> <p>They do not have adequate skill sets to pursue new employment opportunities.</p>
<p>Beneficiaries from the same community are settled together to a new site. In situations where this is not possible, beneficiaries should be trained and sensitized with respect to diversity, negotiation, communications and mediation skills.</p>	<p>Potential tension and conflicts as a result of moving communities with different ethnic, religious, or social backgrounds into close proximity.</p> <p>Beneficiaries cannot integrate with host community.</p> <p>Hostilities may crop up if host communities may not have been consulted and/or do not benefit from the settlement project/programme but all the same have to share their resources with the new settlers.</p>

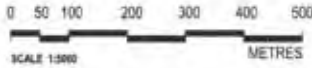
Successful settlement	Unsuccessful settlement
Housing designs, settlement layouts and community facilities are in sync with the community's way of life.	Designs used in developing housing do not conform to local needs, for example, there is lack of privacy since houses are built too close to one another with no boundaries demarking where one plot finishes and the neighbour's starts.
Place of worship is close to the new site and easily accessible.	No provisions are made for place of worship.
Regular communications channels with the CBO and beneficiaries are maintained.	CBO and beneficiaries are not kept abreast of delays or developments.
Effective grievance mechanisms are in place.	There are no mechanisms in place for the beneficiaries to air their grievances.

In this section we have discussed:

1. The key criteria to keep in mind when identifying communities and beneficiaries that you will be working with.
2. What the beneficiary selection, verification and registration processes entail.
3. The significance of assessing immediate, interim and long-term needs of beneficiaries.
4. Beneficiaries know their needs best. Consulting and involving them in decision-making processes will instate ownership and responsibility of their new homes. The community is well versed with local politics and local know-how to advocate for changes for the betterment of the community. It is pertinent to have a gender balanced and diverse CBO set-up, to ensure that needs of all community members are addressed.
5. The implementing organization needs to have software programmes in place to prepare beneficiaries for moving to and settling into their new environments.
6. The importance of monitoring progress of the project/programme against set indicators.
7. The need to carry out evaluations periodically and apply lessons learned.
8. A table summarizing what contributes towards a successful versus unsuccessful settlement from point of view of beneficiaries.

PROPOSED LANDUSE PLAN RAA DHUVAAFARU

NATIONAL DISASTER MANAGEMENT CENTRE
PLANNING UNIT
DATE: 01 APRIL 2026



SECTION 3/ WORKING WITH THE GOVERNMENT



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| <ul style="list-style-type: none"> RESIDENTIAL PLOTS INSTITUTIONAL & COMMUNITY FACILITIES <ul style="list-style-type: none"> 1- SECONDARY SCHOOL 2.1 - 2.2 - PRIMARY SCHOOL 3.1 - 3.2 - PRE SCHOOL 4 - COMMUNITY CENTRE 5 - ISLAND ADMINISTRATIVE CENTRE <ul style="list-style-type: none"> - ISLAND OFFICE - ISLAND COURT - POLICE STATION - POST OFFICE 6 - COMMUNITY GUEST HOUSE 7 - HEALTH CENTRE 8 - BANK 9 - FRIDAY MOSQUE 10.1 - 10.2 - NEIGHBOURHOOD MOSQUE 11 - ABS-FIRE COMMERCIAL ZONE <ul style="list-style-type: none"> 12.1 - 12.11 - SHOPS / CAFES 13 - FISH MARKET 14 - LOCAL MARKET | <ul style="list-style-type: none"> 15- BOAT REPAIR STORAGE & WARE HOUSING INDUSTRIAL ZONE <ul style="list-style-type: none"> 16.1 - 16.3 - FISH PROCESSING 17 - LIGHT INDUSTRIAL UTILITY & MUNICIPAL SERVICES <ul style="list-style-type: none"> 18.1 - 18.3 - GENETRY 19 - WASTE MANAGEMENT 20 - POWER HOUSE 21 - DESALINATION PLANT 22 - FUEL STORAGE RESERVED FOR UTILITIES <ul style="list-style-type: none"> 1 - TRANSFORMER 17 - PUMP STATIONS (FOR SMALL-BORNE SYSTEM) 18 - WATER STAND PIPES | <ul style="list-style-type: none"> 23.1 - 23.3- RESERVED FOR FUTURE USE PARK / RECREATIONAL AREA GREEN AREA / BUFFER ZONE 2.4M HIGH GREEN BELT LOWER DRAINAGE AREA (WITH RECREATIONAL FACILITIES) | <p>ENVIRONMENTAL PROTECTION ZONE (EPZ)</p> <ul style="list-style-type: none"> PEDESTRIAN ROUTE HARBOUR AREA 23- LOADING / UNLOADING 24- ICE PLANT HARBOUR BASIN ACCESS FOR BOAT REPAIR | <ul style="list-style-type: none"> QUAY WALL SEA WALL 175M WIDE ROAD 145M WIDE ROAD 135M WIDE ROAD 95M WIDE ROAD 65M WIDE ROAD |
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Proposed land use plan for a previously uninhabited island of Dhuvaafaru, Maldives to build a vibrant community combining residential and commercial centres, schools, community centres, health clinics, parks, sporting facilities, ports, harbours and other necessary infrastructure.

Decision to settle the affected population and the identification of new settlement sites is generally taken by the national/local governments. It is pertinent to work with the host government both at national and local levels, with appropriate line ministries, local authorities such as the water board, electricity board, amongst others throughout the project/programme cycle.

3.1 Advocacy

In post-disaster contexts if the government decides to settle the affected population anywhere other than the original site, it should be based on the rationale that:

- the population at risk will be less vulnerable to future hazards.
- The new sites are located in a safer area.

However, if the decision is based on any other grounds than to ensure the welfare and safety of the population at risk, humanitarian organizations should intervene and advocate with the government to let the beneficiaries stay on their original sites.

In Sri Lanka, the government originally declared that no reconstruction was to be undertaken within 200 metres (m) of the coastline. Due to a number of reasons, including advocacy efforts on the part of humanitarian organizations, the government agreed to revise the no-build zone to 50m from the coast. Due to the negotiations, the project's start was delayed and as a result of the revised policy the number of people who had to be resettled was significantly reduced.

3.2 Beneficiary selection criteria

As part of the settlement policy, the government is likely to provide criteria for selection of beneficiaries. This is another area where the IFRC and other agencies may be required to advocate on behalf of the disaster affected, particularly when it comes to addressing the needs of the most vulnerable.

In situations where the government's beneficiary selection criteria does not recognize the most vulnerable to qualify for housing under the settlement project/programme, further negotiations with the relevant government body may be required, or ancillary programmes developed to address those that are being overlooked. If a shelter cluster has been established this issue could be raised and discussed amongst the humanitarian community to find an alternative solution. Affected population who may not qualify under a settlement project's beneficiary criteria are the:

- ↳ landless
- ↳ renters
- ↳ squatters
- ↳ encroachers.

3.3 Site identification

It is the responsibility of the government to identify and allocate land for new settlement, as the government has access to land and if need be is in a position to negotiate with owners to buy land which would be suitable for development. There have been instances such as in the Philippines, where local NGOs have accumulated vacant land over time to develop new settlements and then made this land available for such projects. The construction costs have then been covered by other NGOs.

Experience has shown that too frequently land identified by the host government is not suitable for development. New settlement sites generally are:

- associated with low-value due to the soil or terrain
- tracts of land that are isolated from services
- far from economic opportunities
- lack basic infrastructure
- polluted
- susceptible to flooding or landslides
- difficult to access in cases of heavy rainfall.

If a piece of land is left vacant in densely populated urban settings, one needs to ask the question why it has been left so in the first place.

For provisions of better service and security, beneficiaries in the Maldives were settled from islands that were destroyed by the tsunami to the other side of the atoll which was more developed. While this has provided security to the population, it has had an impact on their livelihood. The traditional fishing areas are now at a distance from their new homes, making it almost impossible for them to fish there.

If and when possible, it is advisable to work with the government in site selection though not all governments will be open to accepting an offer of assistance from external agencies. One option may be to present a coordinated effort and approach the government through the shelter cluster. The shelter cluster may be able to nominate a group to represent collective interests of different organizations working through the cluster and collaboratively with the line ministry and/or local authorities that are taking the lead in the process.



The following are tips for ideal but often unattainable settlement site. The site is/has:

- ↳ located in close proximity to the beneficiaries' previous place of residence (or within socio-cultural boundaries)
- ↳ positive or neutral environmental impact of use of allocated lands
- ↳ hazard-free
- ↳ easily accessible to previous livelihoods or present opportunities for new livelihoods
- ↳ accessible by roads and transport
- ↳ on-site services
- ↳ the capacity to upgrade or accommodate new infrastructure such as water supply, drainage, electricity, schools, hospitals and roads amongst others
- ↳ located within a receptive host community who will be accepting and will integrate well with the settled community.

Once the government has identified the sites, the interested parties are generally in a rush to secure the preferred sites. If the shelter cluster has been convened, work through the cluster system for a coordinated process in allocating sites to the responding agencies. Based on the register of interest for the available sites, the cluster will coordinate and facilitate site allocation in an orderly manner between the key agencies. In the absence of a shelter cluster, consult with the beneficiaries to identify preferred sites and then work with the host government to try and facilitate the distribution of these sites.



Keep in mind that the occupancy rates and beneficiary satisfaction in settlement sites in the long-run are linked to:

- access to livelihoods and economic opportunities
- acceptance by host communities (safety from future discontent or conflict)
- safety from hazards
- availability of utilities such as water supply, sewerage, electricity and drainage
- access to critical infrastructure such as schools, hospitals, etc.
- security of tenure – ownership of the land or legal approval of long-term occupancy
- good quality and safe housing.

3.4 Site assessment and finalization

Prior to signing an MoU, the sites the government is proposing for settlement need to be assessed by independent suitably qualified parties to ensure they are not prone to hazards. For example in the Philippines, the geological board must assess all settlement sites prior to handover to verify risk from landslides, volcanoes, floods and cyclones amongst others. Depending on local conditions it may be possible to:

- engage a local consultant to assess the suitability of sites (since geological stability is a very specialized area and as such may require external assistance)
- collaborate with local meteorological bodies
- seek assistance from UN agencies.

The topography and location of a site will have a major effect on the cost of developing it. A level site within an existing community is likely to require less input of infrastructure such as access, sewer, water or electricity, whereas a hilly rural site will require

retaining walls, steep access roads and provision of utilities which may have an impact on the budget available for settlement.

Field visits in Sri Lanka revealed that the sites accepted and developed by the Host National Society, Partner National Society and IFRC's secretariat varied considerably. They included:

- ↳ level sites on the outskirts of existing communities
- ↳ steep sites located in isolated rural areas which required construction of retaining walls, roads, drainage networks and provision of additional public transport.

A number of sites were rejected by agencies, including the IFRC, for many reasons, such as being prone to flooding, too isolated with inadequate access to roads or lack of basic utilities.

Case study: Fishing community resettled further inland

A fishing community had been resettled inland. Whilst it was in close proximity to basic amenities such as schools, dispensaries and transport (bus service was available every 30 minutes), the beneficiaries had to walk for a kilometre to reach the bus stop. Issues with septic tank and water supply were also highlighted. There were no streetlights installed.

In terms of livelihood opportunities – since there were factories (leather products, garments, soft drinks, dairy) as well a rubber and cinnamon plantations located within the vicinity of the settlement, the community was able to switch from fishing and explore new livelihood options. However, this had not been identified during the construction phase, and as a result no livelihood training programmes were carried out prior to or after the community resettled.



Key questions to ask yourself before accepting the site:

- Has a hazard and risk assessment been carried out?
 - Ensure that the area is not prone to flooding, landslides, earthquake, tsunami, contaminated, or susceptible to rising water levels.
 - Who will undertake the hazard assessment? (refer to assessments under Section 4)
- Have land tenure and legal issues been verified?
- Is the site well connected with critical infrastructure such as school, hospitals and water supply?
- Is the site in close proximity with the beneficiaries' livelihood? Are there other economic opportunities available with in the vicinity?
- Is the host community likely to integrate with the new families?
- Do you have the budget to develop the associated infrastructure, if needed?

Should the site not meet the above requirements or is deemed 'unsafe' do not accept the site. Try and renegotiate with the government to seek a safe site for development. Accepting unsafe sites not only jeopardizes the safety and security of beneficiaries by putting them at risk but it is also a waste of resources and time. Settlement projects are complex and require commitment of significant funds, time and effort.

Case study: What can go wrong if assessments are not carried out

In another situation, the IFRC's secretariat accepted a steep site for development. The topography required many retaining walls to be constructed and extensive drainage systems to be designed which added considerable costs to the project. If a flatter site had been provided, the additional money needed for the retaining walls and drainage could have been spent on other services such as schools or medical facilities. Due to the steep terrain, an incident occurred where a driver lost control of his vehicle and crashed into one of the units. Fortunately, no one got hurt in that incident.



Wardell/Eastwood/IFRC

Retaining walls being reinforced to avoid housing from getting damaged or collapsing.

Lessons learned

Carry out hazard and risk assessments before accepting sites to ensure that the beneficiaries will not be at risk in the long-run.

Ensure that you have carried out a feasibility study to determine whether the site is viable for development.

3.5 Memorandum of Understanding

An MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU. It is a 'high level' agreement and generally falls into two categories:

- an overarching programme in which the MoU specifies the scope of the response relating to settlement as a whole.
- separate project MoUs forming a part of the programme.

In settlement programmes, an MoU can be signed between the IFRC's secretariat and or Host National Society/Partner National Society and the government identifying the number of houses and associated works proposed, roles and responsibilities.

Depending on the operating modality, the MoU should be signed between the:

- National Society and the government
- IFRC's secretariat through the National Society (in situations where the IFRC's secretariat does not have a legal status)
- IFRC and the government.

Any MoU should clearly stipulate the following:

- details of the organizations being signatory to the MoU
 - objectives of the arrangement and goals
 - overall programme and project specific MoUs should be entered into
 - project specific MoUs should indicate the overall budget
 - agreed actions and areas of support
 - clearly stipulate the number of years that the associated infrastructure (i.e., schools, hospitals) has to be used for the purpose it is being built
 - ownership of the land should be verified
-

- ↳ strategies and mechanisms that will be adopted to deal with common issues
- ↳ timeframe: the term of the MoU (i.e., an agreed start and review date)
- ↳ agreed roles and responsibilities of each organization
 - clearly state whose responsibility it will be to provide funds and/or utilities such as water supply, electrical infrastructure, surface water and solid waste management to the settlement project
- ↳ liabilities and indemnifications
- ↳ government levied sales tax and import duty
- ↳ the designation of the focal points within each organization
- ↳ a communications plan and/or dispute resolution statement
- ↳ agreed budget limits (in case of separate project MoUs).

It is mandatory to run the MoU by the legal team to ensure all the necessary steps have been covered and there is no confusion about the terminology/language used. The legal team that is reviewing the MoU should be well-versed with the in-country legislation. In the event that the MoU is being drafted and signed both in one of the working languages of the IFRC's secretariat and the local language, make sure to establish which version will be applicable in cases a dispute arises. The MoU should be signed before the commencement of the project/programme.

In Sri Lanka's case, MoUs for housing projects were signed before the land was made available which made it very difficult to clearly define the scope of the projects and impossible to undertake risk/hazard assessment of the projects prior to committing to them. Other lessons learned in Sri Lanka included that the less information and details provided in an MoU, the harder it was to define the project and identify everyone's responsibilities which is critical at the completion of a project to tie up loose ends.

Refer to Annex 4 for a generic sample of what an MoU should cover.



Key questions to ask yourself before signing an MoU:

- ↘ What information has been collected to define the MoU?
 - Have targeted assessments been carried out and did they identify the information required?
 - Have there been meetings with relevant government departments, NGOs and others that have had a long-term presence and history in-country?
- ↘ What are the priority needs?
- ↘ What kind of settlement action is required to best address the identified needs?
 - Is the proposed response appropriate?
 - Can the government provide adequate staff to assist and monitor the programme/projects implementation?
 - Will the works be culturally appropriate?
- ↘ Do we have the adequate capacity and expertise to take on the programme/project?
- ↘ What is the environmental impact and how will that affect the community?
- ↘ Which other agencies are operating? What is their response?
- ↘ Is the response coordinated and in line with the relevant cluster?
- ↘ Who will be responsible for the associated infrastructure, both for its maintenance and operation? Does the concerned party have the capacity to maintain the infrastructure?

Case study: Importance of having MoUs signed before awarding contracts

For one of the projects, the government initially allotted a green field site for settlement and associated infrastructure development. Following the allocation of land, a tender procedure was followed and contracts awarded. However, at a later stage the land allotment was revised and most of the land taken back. This led to a number of contractual issues and loss of claim profits filed that had to be paid out to the contractors.

Lessons learned

1. Verify land use and development policies with the appropriate line ministry before accepting a site.
2. Ensure that an MoU with the concerned parties is in place before awarding contracts.

3.6 Government levied sales taxes and import duties and waivers

In many situations following a disaster, the government will announce a period of time where any materials imported for (re)construction or recovery will be exempt from taxes or other import duties, including general sales tax.

Organizations will be required to register with the relevant government authority to gain official documentation to be exempt from paying taxes and duties. The method of claiming credit back will differ from country to country. It is best to seek legal advice and check with the procurement department/team.

Ensure that you have:

- ↳ addressed ways to facilitate import and clearances and address this in the MoU

- negotiated sales tax and/or import duties and exemptions on purchases and payments for contractors/consultants with the government
- made provisions in the financial planning of the programme to be able to pay duty charges on imported goods in situations where exemptions are not possible.



Key questions to ask yourself:

- What concessions is the government making?
- How long will the concessions be valid for?
- What procedures must be followed to qualify for exemptions?
- Is the exemption limited to certain materials or goods?
- How will the contractor claim the duties back?

3.7 Government policy relating to residential development

In general, most local governments have development plans and policies in place which set:

- standards regarding minimum plot size
- density for residential development in specific areas
- parameters for road width
- provisions for utilities such as sewer water or electricity
- provisions for fire services, etc.

Most countries have national and/or local building codes and standards relating to construction and services. In the absence of any formal documentation:

- liaise with the relevant line ministries and/or local authorities
- consult with locally qualified persons
- refer to IBC and UBC for guidance.

to develop basic guidelines that all agencies can follow and comply with.

The cluster system can prove to be a useful point of reference to determine required specifications. Doing so you will ensure quality and uniformity in the standards of work. Also pay attention to the local culture, climatic conditions, resources, building and maintenance capacities, accessibility and affordability to ensure durability of the structure. In the absence of a shelter cluster:

- ↳ talk with the affected community
- ↳ revisit their old area to gain a better understanding of how they lived previously
- ↳ take note of design and construction of buildings still standing among the ruins.

Prior to accepting sites and signing of the MoU, it is possible to start working on concept design of the project. It is recommended that you liaise with the relevant government line ministries and/or local authorities at national, state or local level from the onset of the project as this will assist in minimizing the risk of any miscommunication/misunderstanding relating to the proposed project. Furthermore, should there be a need to revise plans, it is cost effective to do so at the start of the project rather than once the works have begun.

3.8 Land titles

The government or one of its agencies generally owns the land that will be used for the settlement projects. It is important that the beneficiaries gain title to their new property, whether it is freehold land, or a unit in an apartment block. This provides the beneficiary with:

- ↳ security of ownership
- ↳ proof of residing within an area (in order to ensure that their children can get admission to schools in the vicinity)
- ↳ surety to gain loans to start up livelihood activities.

Governments have been known to be very slow in handing title of land over to beneficiaries; this can in turn affect their recovery. For

this reason, it may be worthwhile to consider including handover of title in the MoU.

3.9 Obtaining approvals

While work can commence on the concept design, do not finalize them before the site has been identified and allotted to you. The concept plans have to be approved by the appropriate line ministry and/or local authority in line with local regulations as well as the beneficiary community before they can be considered final.

3.10 Provision of utilities

Site assessments should help determine whether there will be a need to either upgrade or develop infrastructure and utilities for settlement. Ideally the project MoUs should define the roles and responsibilities and clearly stipulate who is responsible for which activity. This entails clearly identifying whether any additional budget may need to be made to provide utilities (electricity, water) and/or associated infrastructure (road, schools, hospitals, etc.).

Even if the IFRC has available funding, experience in Sri Lanka suggests that it is preferable to have the government and/or local authorities develop the associated infrastructure. The IFRC can always establish a partnership set-up (refer Section 4 for further details) with the government, whereby they provide the government with the funding to carry out the works. In this situation, the IFRC should ensure that they maintain the overall right to monitor and evaluate the development of the associated infrastructure.



Refer to the IFRC's *Post-disaster community infrastructure rehabilitation and (re)construction guidelines* for further details.

Case study: Settlements and infrastructure

In the Maldives, it was only when the second stage of a housing project was completed on one of the islands that it was realized that there was a need to upgrade the electricity supply. The given supply of electricity was not sufficient for the number of additional houses that had been built. In this particular instance, the IFRC was able to seek additional funds to provide the state electricity board with a transformer in order to ensure that the grid could support the extra load. As a result of this, there was a delay in the handing over of the houses to the beneficiaries.

Lessons learned

- Ensure that a feasibility study has been carried out identifying whether or not associated infrastructure will need to be upgraded or developed.
- Ensure that the electricity and water board have been consulted prior to the commencement of the project.
- Ensure that the MoU clearly stipulates roles and responsibilities.
- Factor in a contingency in the budget for unexpected costs that are identified at later stages of the project.

3.11 Completion of work verified

Upon the completion of the project and before the end-user is handed over the new settlement site, the relevant line ministries and/or local authorities should be invited to inspect the works and formally approve the completed project. This should be a relatively straightforward process if the appropriate authorities have been involved throughout the project/programme cycle and the national and/or local building codes and standards have been adhered to.

Make sure the end-user is aware of the 12-month DLP. It is normal practice to release the final five to ten per cent of the contractor's fee only after the DLP is over. A final sign-off is necessary to ensure transparency and accountability in the project.

In this section we have discussed the role of the government in:

1. Deciding to settle the affected population in another location – if the decision is based on any other grounds than to ensure the welfare and safety of the population at risk, advocate with the government to let the beneficiaries stay on their original sites.
2. Establishing beneficiary selection criteria – if the needs of the most vulnerable are not addressed, the implementing organization should work with the government to ensure that the voices of the voiceless (e.g., landless and renters) are heard and an alternative solution for them is found.
3. Allocating sites for the development of new settlements – often the land allotted for the new settlement is either a floodplain, swamp-land and/or land that is difficult to access. If this is the case, renegotiate with the government to ensure that the land allotted is safe.
4. Site assessment and finalization – collaborate with the government to ensure that the land has been assessed for hazard and risk assessments, land tenure issues, accessibility, etc., before finalizing it.
5. Signing an MoU – clearly indicating roles and responsibilities of all parties concerned. An MoU should be as detailed as possible. Aside from an overall programme MOU, also sign project specific MoUs.
6. Potentially suspending taxes and import duties – ensure that you have registered yourself with the authorities to be exempt from taxes and import duties. This should be addressed in the MoU.
7. Establishing a policy relating to residential development – in most cases development plans and policies should exist already defining the standards regarding minimum plot size; density for residential development in specific areas; road widths; provision for fire services, etc.
8. Handing over land titles – it is important that the beneficiaries gain title to their new property, whether it is freehold land, or a unit in an apartment block.
9. Issuing approvals – all concept plans and designs have to be approved by the appropriate line ministry and/or local authority in line with local regulations before they can be considered final.
10. Providing utilities – coordinate with the local authorities to ensure that the settlement sites that are being developed will have regular water supply and electricity.
11. Verifying the completion of works – upon completion of the project and before the end-user is handed over the settlement site, the relevant authorities should inspect the works and formally approve the completed project.

Working on settlement projects requires extensive collaboration and coordination with various stakeholders including internal coordination between the IFRC's secretariat, Host National Society and Partner National Society; external coordination with the government, line ministries, other agencies, partners; as well as working with the beneficiaries.

SECTION 4/ HOST NATIONAL SOCIETY, PARTNER NATIONAL SOCIETIES AND THE IFRC SECRETARIAT

All activities of the IFRC must be in sync with the Fundamental Principles and statutes of the International Red Cross and Red Crescent Movement (the Movement), the constitution of the IFRC as well as the National Society's statutes and national legislation.

As the previous sections outline there are a myriad of tasks required and many activities that need to be carried out in parallel to ensure the smooth running of the project/programme. Working on settlement projects requires extensive collaboration and coordination with various stakeholders throughout the project cycle. This entails internal coordination between the IFRC's secretariat, Host National Society and Partner National Society; external coordination with the government, line ministries, other agencies, partners; as well as working with the beneficiaries.

4.1 Assessments

Many assessments starting from the initial rapid to targeted damage and needs (both in the short-and long-term) will take place following the disaster. The aim of damage and needs assessment is to understand the situation in order to identify the extent of the damage caused and highlight the needs and capacities so that informed decisions can be made vis-à-vis the type and scale of the intervention required for settlement. A project's success is contingent on the quality of the information gained through an assessment. Assessments will enable us to determine:

- scale of the damage
 - whether or not it is safe for the communities to continue living on the sites
 - whether the affected population are predominantly land-owners, renters or squatters
 - whether the affected population will return to the site to rebuild or are they too traumatized to consider this
-

- will there be a need to either upgrade existing infrastructure or build new infrastructure to support the population that will be settling in the area.

Furthermore, following the development of project parameters and allocation of land, it is imperative to undertake impact and hazard assessments.

Recent earthquakes in New Zealand have highlighted the situation that while houses might be habitable, the infrastructure servicing them (i.e., roads, sewer, power and water) were so badly damaged, that the government determined it was not economically worthwhile to rehabilitate the infrastructure. They decreed these areas would not be rebuilt and all persons would be resettled elsewhere.

The box below highlights the objectives of the damage, needs, impact and hazard assessments.

Damage assessment

- Together with the Host National Society, draw up an inventory of key infrastructure and undertake assessment to identify nature and extent of the damage caused by the disaster.
- Assess the remaining capacity and functionality of any damaged assets.
- Determine whether there are any secondary threats.

Needs assessment

- Assess the immediate and long-term needs of the community. Immediate needs may include provisions of temporary services or access to services nearby.
- Assess the beneficiaries' interim needs while they continue to live in temporary shelters. Interim needs should not only look at sheltering needs, but should also ensure that beneficiaries are able to send their children to school, have access to health services, markets and livelihood.

- Pay specific attention to the needs of the affected women, girls, men and boys (sex and age disaggregated information and needs of specific vulnerable groups should be kept in mind).
- Determine resource availability and local capacity.
- Scope options for relief assistance, longer-term recovery and development.
- Determine if livelihoods are easily accessible once the beneficiaries have been settled.
- Once the needs have been identified, it is pertinent to liaise with organizations that are working in a particular sector and share assessment findings to ensure that needs of the beneficiaries are addressed.

Impact assessment

- Identify the likely impact of response in the short- and long-term (i.e., the next five to 25 years).

Hazard and risk assessment

- After carrying out the damage, needs and impact assessments also conduct a mapping of the potential hazards and risks that the identified settlement area is likely to face.
- Assess the type and frequency of the potential hazards the area may face.
- The settlement site allotted should not be in a hazard prone and/or high-risk area.
- The Host National Society is most likely to have access to the government's hazard maps. If and when hazard maps are not available through the government engage suitably qualified persons to carry out hazard analysis.
- Ensure that clear and measurable objectives have been taken into consideration for hazard safety.
- Gauge the capacity of the affected population and local authorities to deal with the level of risk.
- Consider different performance objectives for critical facilities and infrastructure, factoring in the potential impact on the beneficiaries and local authorities since they are the ones who will be the end-users.
- If your analysis shows that the site is not fit for developing a settlement, engage the local authorities to identify a safer site. Do not agree to develop the site and associated infrastructure on an unstable site. In the long run it can put the beneficiaries at risk and jeopardize the reputation of the organization.



Key questions to ask yourself regarding damage, needs, impact and hazards assessments:

- What is the extent of the damage?
- Should the damaged infrastructure be rehabilitated or (re)constructed?
- Who are the key stakeholders? Have they been consulted?
- Have gender considerations been kept in mind when identifying the needs of the disaster women, girls, men and boys?
- What are the strengths and weaknesses of the existing construction technologies used?
- What kind of hazards is the area susceptible to?



Key to a successful assessment:

- Consult with the government and local authorities at all levels to obtain their perspective.
- Train personnel prior to undertaking assessments. In many cases, the Host National Society may nominate volunteers for assessments. Do not assume that they have the requisite skills set to take on specific assessments for the intended programme.
- Ensure the assessment team members are gender competent, balanced and sensitive to the cultural and traditional context. Needs of older persons and persons with disabilities (i.e., ramps for access, toilets for persons with disabilities, etc.) are to be taken into consideration.
- Identify and make resources available to carry out assessments (i.e., teams, finances, transportation, logistical support) as and when required. One aspect frequently overlooked is per diem for volunteers.
- Ensure information is accurate, this is achieved by asking the right questions. Biased information should be avoided. Balance conversations with

the government with talks with long-term players in-country.

- Update and/or re-evaluate the needs and the appropriateness of response and recovery actions, as with time needs may change.
- Ensure unrealistic expectations are not raised.
- Set priorities and develop a clear action plan based on the results of the assessment.

Case study: Lack of clarity about the nature of assessments can lead to negative publicity

Post-tsunami a number of National Red Cross and Red Crescent Societies carried out assessments in communities, thus raising the hopes of the affected population. However, post-assessment when nothing materialized and/or there were delays in delivery, this resulted in negative opinions being formed about the IFRC.

Lessons learned

- Ensure that the objectives of the assessment are clear in order to minimize raising beneficiaries' expectations.
- Lack of clarity at this stage can lead to negative perceptions being formed about the organization, making it difficult for the IFRC to work in the area.



For further information, refer to the *Guidelines for assessment in emergencies*.

4.2 Organizational capacities and operating modalities

Understanding organizational capacity is crucial for making an informed decision on what the extent of our involvement in a settlement project will be. It will facilitate identifying the number of families that can be reached through the response, as well as knowing the extent of the services that we will be able to provide. Hence, before determining “who will do what,” it is vital to assess the human and financial capacities and mandate of the Host National Society, Partner National Society and the IFRC’s secretariat. The organizational capacity assessment should be undertaken in a transparent and accountable way. The findings and recommendations should then be shared with the IFRC’s secretariat and key National Red Cross Red Crescent Societies that are going to be involved.



Key questions to ask yourself when assessing the capacities of Host National Society, Partner National Society and IFRC:

Host National Society

- ↳ What is the mandate of the Host National Society?
- ↳ Does the Host National Society have branches in the areas that have been affected by the disaster/unrest? Are the branches operational?
- ↳ Do the branches have adequate resources – cars, offices, computers, etc.?
- ↳ Are there adequate staff and/or volunteers available to assist with the projects?
- ↳ Which areas would the Host National Society require support or need to build additional capacity?
- ↳ Would the settlement project/programme create the need for the Host National Society to develop long-term programmes?

Partner National Society

- ↳ Which Partner National Society was active in the country before the disaster/unrest? Which areas were they working in? What kind of programmes were they involved in?
- ↳ Does the Partner National Society have a legal status in-country?
- ↳ Which Partner National Society is interested in being involved in a settlement project?
- ↳ Are any of them interested in providing support to develop associated infrastructure? Which sector(s) do they have experience in which would they like to be involved in?
- ↳ Which sector(s) does the Partner National Society have expertise in – shelter, water and sanitation, health etc.?
- ↳ Would they like to provide a cash contribution towards the project or prefer to implement the project directly or by providing support to the Host National Society/IFRC's secretariat? Through which operating modality would the Partner National Society prefer delivering the project?

IFRC's secretariat

- ↳ Does the IFRC's secretariat have a legal status in-country?
- ↳ What is the capacity of the IFRC's secretariat in-country?
- ↳ What kind of programmes/activities was it involved in prior to the disaster/unrest?
- ↳ Was the IFRC's secretariat running the programmes in affected areas prior to the disaster/unrest?
- ↳ Does IFRC's secretariat collaborate with UN agencies and other NGOs?
- ↳ What kind of resources will be required for use during the response – cars, office space, accommodation, etc.? Are the resources sufficient?

Should the capacity assessment reveal that the Host National Society, Partner National Society and IFRC's secretariat do not have sufficient capacities, it is advisable to identify which NGOs are working on settlement projects and explore whether or not there is a possibility to carry out a joint response with them. It is not unusual to find agencies in the field that are particularly strong in a given sector, such as shelter, water and sanitation or community mobilization.

The decision of whether or not to settle the affected population in another location is invariably confirmed some time after the disaster. In most scenarios, it is reasonable to assume that budgets have been confirmed by this stage. Hence as a part of the organizational capacity assessment of the Host National Society, Partner National Society and IFRC's secretariat, it is possible to start an initial mapping on expression of interest, i.e., who will like to be involved in which and how many settlement and associated infrastructure projects. Based on this information, the Host National Society, Partner National Society and IFRC's secretariat can coordinate amongst themselves and determine the operating modality best suited on project by project basis. The operating modalities include:

- Unilateral – IFRC's secretariat/National Society operates on its own. In this case the legal status of the Partner National Society/IFRC's secretariat in country should be clarified. It is not recommended that Partner National Society go unilaterally since this generally leads to an uncoordinated response scenario.
- Bi-lateral – the Host National Society works with other Partner National Societies or the IFRC's secretariat.
- Multi-lateral – the Host National Society works with more than one Partner National Society and/or IFRC's secretariat.

4.2.1 Identify staffing needs in short- and long-term

To respond to the increased work load of the settlement projects, additional resources are going to be required. Additional resources include human, financial and material resources.

Based on the capacity assessment of the Host National Society in particular it should be possible to identify strengths and gaps in staffing needs. This can be seen as an opportunity to strengthen local capacity in specific areas, which in turn will facilitate the smooth running of the operation and future programmes. Partner National Society present in-country may be able to offer assistance and support in specific areas. Bringing on board additional delegates will need to be cleared by the Host National Society as well as the government in some cases. This may require lengthy negotiations. In large-scale disasters such as the tsunami, the most common criticisms of all NGOs, including the Red Cross Red Crescent, has been regarding the:

- lack of details around roles and responsibilities in the MoUs
- high turnover of staff throughout the project cycle
- lack of experience of personnel placed in the field
- loss of project information with each personnel's departure.

The high turnover of staff has a major impact on response due to loss of momentum and institutional knowledge with the departure of each personnel. Relationships that have been established with contractors, government personnel and beneficiaries have to be re-established each time a member leaves the team. While there is little that can be done about this, it may be worthwhile targeting specific personnel for each stage of response. For example, some personnel are better with preparing tenders or negotiating contracts while others are experienced in implementing the project and/or seeing it through its completion. When recruiting delegates, ensure their role and responsibilities are as clear as possible.

One of the most common complaints by IFRC personnel, contractors and consultants in Sri Lanka was that many construction delegates who were overseeing the projects had no experience in managing contracts. This made it possible for unscrupulous contractors to manipulate contracts and made it extremely difficult for the IFRC to manage them.

4.3 Information management systems

One of the spin-offs of the high staff turnover was the consequent loss of information as each delegate left. Systems to record and manage information need to be established from the onset of the response. From the arrival of the Regional Disaster Response Teams/Field Assessment Coordination Teams, through to the departure of the final delegate – good handover notes, contact lists, meeting minutes and records of all correspondence, including e-mails are key to a successful project and programme implementation. The method of recording the information will depend on the resources available in-country, the size of the response, level of technology people are used to – from handwritten handover forms to electronic copies of the same. Systematic archiving will assist in accessing information easily.



Tips on managing documentation:

- Ensure all staff are corresponding through generic e-mails and not personalized accounts. Generic organization accounts – shelterSL2005@ifrc.org are effective and should be provided from the start of the response. Talk to the systems administrator about how this can be done most effectively.
- In situations where this service is not possible to arrange through Red Cross Red Crescent resources, accounts can be set up via other providers, such as gmail – shelterSL2005@gmail.com. The generic e-mail account can then be handed over to the succeeding personnel. This option should be used as a last resort and with approval from IT.
- Install a network drive so all data is copied to one location.

- Provide sim cards to the team members so that when there are changes in staff, the number associated with that role and all the relevant numbers are passed on to the next incumbent.
- Prepare simple templates for recording meeting minutes, contacts, numbers, etc.
- Refer to the IFRC's *Standardized filing system for offices in the field guidelines* (Secretariat Procedure #030) to create a systematic filing structure for naming electronic files (e.g. date-name-version-author.doc) as well as archiving.

The handover of vital information is critical. It is extremely unlikely that the personnel that are originally contracted for a given project will see the project to its completion. Experience in Sri Lanka has shown that it can take up to five years to complete projects with a number of different delegates in the same role during that period. However, key personnel in the contractor's team are more likely to remain unchanged which gives them a distinct advantage during the contract period and while negotiating closure of contracts.

Staff members should record important information that may be overlooked during handovers – information such as those present during the time of negotiations; signing of MoU; what was discussed during critical meetings and who attended them, including contact details if available.



Keep in mind:

- When using funds transferred from the IFRC's secretariat to a National Society, the National Society must maintain records and documents supporting project/programme expenditure for at least eight years. Refer to *Guidelines on document management and retention for National Societies* (Secretariat Procedure #004) for details.

- Building construction files contain a number of documents and need to be maintained and systematically filed. Refer to section 11-150-013 of the *Standardized filing system for offices in the field* (Secretariat Procedure #030) for further details.
- If there is no status agreement in-country, the local laws govern for how long records need to be maintained or can be transferred to the IFRC's secretariat. The IFRC office has to obtain legal advice from a local lawyer on the duration for which files must be retained.



For further information on filing procedures, refer to *Guidelines on document management and retention for National Societies* and *Standardized filing system for offices in the field*.

4.4 Coordination

Both external and internal coordination is imperative during any response. The size, scope and location of the disaster will dictate the extent of the response by the Host National Society, Partner National Society, IFRC's secretariat and other organizations. Coordination will need to take place at various levels with all the key stakeholders. External coordination will involve collaborating with the government, line ministries, local authorities, beneficiaries, local NGOs, the UN system, World Bank, regional development and financial entities to name a few.

Establishing links with organizations that were active in the country prior to the disaster/unrest is helpful as they generally will have baseline information available which can help assist in planning projects/programmes. Coordination is further enhanced if a shelter cluster has been established.

Coordination with other agencies is vital to ensure that there are no gaps and/or duplications in the response. In large-scale responses, it is very likely that the shelter cluster is convened. Participation in the cluster will assist in coordinating activities with other agencies. If the shelter cluster has not been convened, it is worthwhile to seek out other agencies that are working on settlement projects and coordinate with them. For the overall smooth running of projects it is useful to share assessment information, proposed response and scale of the programme with other agencies.

In addition to cluster meetings, it is also important to ensure effective internal coordination between the Host National Society, Partner National Society and IFRC's secretariat. Internal meetings can be used as forums whereby the IFRC can discuss any operational issues and share experiences and lessons learned at various stages of the project/programme.

4.5 Beneficiary selection and verification

Having established the capacity of the Host National Society, Partner National Society and IFRC's secretariat and confirmed the number of settlement sites that will be developed through a Federation-wide response, the next step is to identify the beneficiaries.

As mentioned in Section 3, in most cases the government will provide the criteria that beneficiaries must meet to qualify for a settlement project. In certain situations due to the absence of a functional government or lack of policy this task can fall on to the organizations working in-country. In such situations the Host National Society, Partner National Society and IFRC's secretariat should work:

- ↳ through the shelter cluster or its successor, if it has been convened

- ↳ collaboratively with other organizations – in the absence of a cluster – that will be taking on settlement projects to set the criteria.

Following agreement on beneficiary selection criteria, identify beneficiaries who will be reached through the Federation-wide response. By this stage of the response, many assessments would have already been carried out. However, it is likely that some beneficiaries that were originally identified in the earlier assessments have:

- ↳ decided to help themselves
- ↳ been assisted by other organizations
- ↳ moved on while a decision to settle population is being finalized.

For this reason it is pertinent to review the beneficiary lists and assessments that were carried out earlier on in the response.

For a coordinated site selection process work through the cluster system, or an alternative coordination mechanism, to identify which organization is best placed to work in which disaster affected area. One of the defining criteria to establish “who will work where” could be the organization’s past involvement with a particular community or a cultural link.



Tips for when defining beneficiary selection criteria and verification process:

- ↳ Liaise through the shelter cluster to identify area of operation.
- ↳ Review available assessments of the affected population that qualify for a settlement project.
- ↳ Ensure that the most vulnerable – the landless, older persons, persons with disabilities, female-head of household, child-headed households are given priority when finalizing beneficiary lists.
- ↳ Comply with criteria set by government (if applicable) or that of the organizations present on the ground.

- Ensure that cultural considerations are respected and ethnic groups are settled with host communities with similar backgrounds.
- Identify any gaps to ensure that the most vulnerable are not over looked.
- Address how and who will address the needs of those who will not benefit from the settlement project.

4.6 Memorandum of Understanding

An MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU. It is a 'high level' agreement and generally falls into two categories, either an overarching programme or separate project MoUs forming a part of the programme.

MoUs will be signed between the various stakeholders including beneficiaries to formalize any agreement, if the operating modality for building the houses in the settlement is through an owner-driven housing construction (ODHC) approach. Refer to Section 3 for an overview on preparing an MoU with the government.

The MoU identifies the legal status of the implementing organization as well as the procedures for deferment or waiver of taxes, duties and levies for the project's material, labour and utility contracts.

Depending on the operating modality, an MoU or a partnership cooperation agreement should be signed between the:

- Host National Society and the government/line ministry/local authority
- IFRC's secretariat through the Host National Society and the government/line ministry/local authority
- IFRC's secretariat and the government/line ministry/local authority

- IFRC's secretariat and Host National Society/Partner National Society
- Partner National Society and Host National Society
- IFRC's secretariat/Host National Society/Partner National Society.

An MoU should be signed before the commencement of the programme and/or project.

Case study: Type of issues that can arise if MoUs are not detailed

In Sri Lanka's case, MoUs were not always detailed and in many cases did not clearly stipulate roles and responsibilities of the different partners involved. Furthermore, MoUs for housing projects were signed before the land was made available, making it very difficult to clearly define the scope of the projects. As a result, inadequately defined MoUs or MoUs that are signed prior to the land being made available makes it difficult to:

- define roles and responsibilities of the concerned signatories. This information is absolutely vital throughout the project cycle, particularly in situations of dispute
- hold the party who has not fulfilled their tasks accountable
- define who will monitor what and how at the completion of the project – during the DLP
- undertake risk/hazard assessment of the sites prior to committing to build on it
- ensure that there is no lack of clarity around ownership of land title and property prior to commencement of construction. Should this be the case, it can result in delays and has financial implications
- prove that specific waivers were given by the government and/or local authorities for obtaining necessary building and planning approvals from the necessary departments.

**Keep in mind that before finalizing the MoU:**

- It is mandatory to run it by the legal team to ensure all the necessary steps have been covered and there is no confusion about the terminology/language used.
- The legal team reviewing the MoU should be well-versed with in-country legislation.
- In the event that the MoU is being drafted and signed in one of the working languages of the IFRC's secretariat as well as the local language, make sure to establish which version will be applicable in case a dispute arises.

For further details on what an MoU should clearly stipulate and key questions to ask yourself before signing an MoU, refer to Section 3.

Refer to Annex 4 for sample MoUs and Annex 5 for Partnership cooperation agreement.

4.7 Concept design

Prior to undertaking a detailed design for the development of any settlement, whether it be a couple of houses or a 100, a concept design is required. Ensure that the proposed design is similar to that of the host communities, as past experience has shown that tension can be created in cases where communities who are moving into the new settlement are provided with superior housing in comparison to the host community. The concept design should be presented to the key stakeholders such as beneficiaries and the government to ensure it is culturally acceptable and conforms to the national/local building codes or government's set standards. Doing so ensures that all stakeholders are consulted and take ownership of the design. This is one of the factors that can contribute to the success of a project. Keep in mind that some communities may not be familiar with reading plans, so it may be necessary to build scale models or even full-sized models to convey the concept.



**Key issues to keep in mind
when conceptualizing the design:**

- Ensure that the national/local building codes and standards are followed. When working on the concept keep in mind the size of houses, type of construction, density of the settlement area.
- Ensure that the designs are not gender blind.
- Ensure the designs take the needs of older persons, children, persons with disabilities and different ethnic groups into consideration when designing the settlement.
- Ensure that any negative environmental impact is minimized.
- Create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient.
- Assess what the impact of developing a settlement will be on the host community living around the site.
 - Will the resettled population increase demand on existing infrastructure? If yes, is there a need to upgrade or develop new infrastructure?
 - Are there resources available? Is developing the settlement site a viable option?
- Construction modality – do you tender for a contractor to build everything? If so, what form of contract is locally appropriate or is it practical to get the beneficiaries to build their own. This decision may impact on the concept designs.

Embarking on the design phase will allow you to start developing detailed budgets. To ensure that the budget estimate is correct, it is crucial that a qualified person assesses the design. Assessment of the site design will provide:

- cost estimates of building the houses
- environmental impact

- information as to whether the site plan takes the following into account:
 - gender considerations
 - needs of older persons
 - needs of persons with disabilities
- availability of suitable materials for construction
- feedback on possible modalities for construction
- information on whether needs are addressed or if additional infrastructure required.

Factors that will impact concept design:

- Amount of land allotted by government will determine the density of the settlement design. A combination of available land size and the number of the affected population who have to be settled will determine whether the housing is stand alone, duplex or built as a condominium.
- Size and style of house required: refer to the government policy on land development to determine the plot size, built in area of the housing and circulation space.
- The method of construction – what impact will demand have on availability of natural resources and costs; what difficulties may arise if new materials and methods are introduced which the local labour is not used to?
- Integration of the settled community with the host community.
- Impact the settled population will have on existing services. Will the existing infrastructure be able to support the additional population? If not, there may be a need to compliment existing services with additional infrastructure. Developing infrastructure is expensive. It will have a major impact on the budget. In the event that funding is limited, it may not be possible to take on the project.

Case study: Design flaws

In Sri Lanka's case when the government identified and allotted land for settlement projects, it was specified that some of the settlements were to be developed as condominiums. Fishermen who were being settled inland were not used to living away from the sea, their boats or livelihood or living in condominiums. Furthermore, they never had had access to utilities such as reticulated water and electricity. The cost of transport resulted in some fishermen not being able to live with their families in the new housing.

Inspection of settlement projects three to five years after occupation provided an insight into issues that were not given adequate consideration during the design phase:

- In one of the condominium projects that was visited it was noted that insufficient consideration had been given to the infrastructure associated with high density settlement development. For example, there were no green areas developed, all the open land around the building had been used for septic tanks and individual systems for each unit.
- Another condominium, which was well maintained by the residents, had no shade areas built where people could congregate. Consequently they gathered between the buildings and sat over open drains that had been dug up to ensure rainwater flow.



David O'Meara/IFRC



Wardell Eastwood/IFRC

Left: Due to lack of shaded areas for beneficiaries to congregate, residents sit in between buildings over open drains.

Right: Initially the kitchens were designed without any chimneys. As a result walls have been blackened due to excessive smoke that was being generated. In an attempt to rectify the design flaw, chimneys were later retrofitted.

- In yet another project, traditional means of cooking was not kept in mind when designing kitchens. Traditionally, in rural settings firewood is used for cooking. Kitchens were designed without any chimneys. Irrespective of the fact whether the beneficiaries were using firewood or gas to cook, excessive smoke was being generated. In an attempt to rectify the design flaw, chimneys were retrofitted. However, they were inadequate and poorly designed.
- In another settlement, the houses were built without kitchens. The beneficiaries later had to improvise and use tin sheeting to make kitchens outside the houses.

Aradhna Duggal/IFRC



Traditionally, in rural settings firewood is used for cooking. A beneficiary improvised with tin sheets and other materials to make a kitchen outside the condominium.

4.7.1 What standards are the housing/high rise/urban settlements to be developed to?

Depending on the context and scale of the disaster as well as the level of documentation of the government prior to the disaster, the government may have guidelines on settlement, which will identify the kind of housing, i.e., standalone houses on plots, duplex or condominiums. In situations where no local guidance is available:

- refer to international standards such as IBC and/or UBC
- review existing settlements in the area
- liaise with agencies that have experience in developing settlements
- engage the beneficiaries to understand their past living arrangements.



For further guidance on minimum standards refer to the *Sphere standards*.

4.7.2 Who will specify the size of the house, construction materials, design of the housing?

The government or the shelter cluster will specify the size of the structures. This can be carried out as a joint exercise but only after the response to the appeal is known and available funds have been identified. Basic design parameters will need to be agreed upon to be able to maximize the use of funds available for the number of beneficiaries identified. In the absence of the government or cluster to specify this information other options would be to:

- ↳ work with the Host National Society to determine locally acceptable standards
- ↳ carry out an assessment of the affected community
- ↳ assess the damaged areas to understand original standards and materials used
- ↳ liaise with other agencies undertaking similar work
- ↳ refer to the *Sphere Standards*.

Obtaining construction material can be problematic in the aftermath of a large-scale disaster. The requirement to rebuild using local materials can cause:

- ↳ shortage in supply
- ↳ inflation of construction material
- ↳ negative environmental impact.

Decisions need to be made as to the level of use of local materials. In order to gain a better understanding of the key market-systems in crisis situations, emergency mapping and analysis is a tool that can be used to consider a broader range of responses. These responses might include cash-based interventions, local procurement and other innovative forms of support to market actors that enable programmes to make better use of existing market-system capabilities. This in turn leads to more efficient use of humanitarian resources, as well as encouraging recovery and reducing dependency on outside assistance. This will depend on:

- ↳ size and scale of the disaster

- availability of the resource locally, compared with potential needs
- financial and political implications of importing material
- source of imported material. When importing material ensure that environmental damage is not transferred to another country. For example, if there is a need to import timber, dependent on the quantities required, try and source timber from different countries so as not to exhaust supply in another country.

It is imperative to ensure that the designs are compatible and in line with the national and/or local building codes, culture and construction methods.

In many developing and under-developed countries inappropriate and/or poor quality building techniques result in substandard construction which has a large impact on the level of damage caused following a relatively small- or medium-scale event. In large-scale disasters such as the Haiti earthquake, these structures collapse causing greater damage than could be expected had traditional type of construction been employed in the first instance. Traditional timber houses with tin roofs were previously the norm in Haiti. Over a period of time concrete blocks and tiled roofed houses became more popular. However, due to the lack of building regulations, these houses were constructed poorly and as a result suffered greater damage during the earthquake.

While traditional construction methods may have been more durable, they may no longer be suitable due to lack of natural resources or other risks such as fire. In designing the new settlement, it is our responsibility to:

- identify these issues
- introduce new techniques that are appropriate and acceptable to all parties
- introduce safer designs using local materials.

Due to the scale of the damage following the tsunami in Sri Lanka, there was a shortage of competent architects, consultants and contractors to engage in the rebuilding process. In preparing select companies to work with it is necessary to ensure they have personnel who are familiar with the:

- ↳ traditional and cultural aspects of the country
- ↳ region where the beneficiaries are from and going to
- ↳ religious and ethnic composition of the community
- ↳ family and livelihood activities.

4.7.3 Are the designs environmentally-friendly?

The projects/programmes that are being considered should be designed and implemented by making use of materials and expertise available locally, if possible. Any potential negative impact on the environment should be identified and if they cannot be avoided, steps should be undertaken to ensure they are minimized.

If the hazard and risk assessment reveals that project activities can have a potential negative impact on the social and/or environmental context, revise the programme design. For example, the environmental impact of providing a full wastewater treatment plant will ensure the effective treatment and disposal of black and grey water to avoid wastewater being absorbed into the ground which may occur if individual septic systems were provided to each household, resulting in contaminating the groundwater.

Where possible, the new housing should be designed to be energy efficient, which will minimize outgoings for the new owners and reduce use of limited resources such as water and coal or other fossil fuels. To achieve this, dwellings can be equipped with energy saving light fittings, efficient water harvesting and storage facilities, water saving flushing toilets and thermal insulation in walls and roofs.

4.8 Finalize design

The final design should be comprehensive and include the software and hardware components.

The proposed design for the settlement programme should only be finalized after:

- consultation with beneficiaries and government and local authorities regarding proposed designs
- assessment of building methods, standards and materials have been carried out
- potential impact on local markets studied
- confirmation that budget is available to cover all aspects of the proposed project.

While each project should try and utilize standard designs, they may need to be modified, based on the climate, locality, terrain, cultural needs and available services. The government, whether it is local, regional or national, should sign-off each project before it is put out to tender.

Government approval is required to ensure that the projects comply with local laws and land planning policy. Transfer of land titles to the beneficiaries at the completion of the project should be negotiated with the government at this stage. In many countries, it is essential to provide proof of address to register children in schools; admittance to hospitals; and to process loan applications for livelihood projects.

If the project does not conform to local standards, practices, etc., modifications may be required after the contracts have been awarded. Delays and modifications can result in penalties that the contractor may put in claims for. Furthermore, this will also cause a delay in the settlement of the beneficiaries.

Design reviews and variations need to be documented at the time they are raised, with clear notes identifying the issues, the discussions and the directives given on-site. Documentation is vital as these issues may be raised at the contract completion time, and there could be three or four people that have been in that role in the meantime.

In case the preferred operating modality is ODHC, community/individual agreements should be signed before commencement of the project.



Refer to the *Owner Driven Housing Reconstruction guidelines* for further details.

4.9 Tender and construction modalities

The preparation of tender documents and the awarding of contracts is a lengthy process. It needs to be fully investigated to ensure that the appropriate modality is selected for each of the projects since this will have an impact on the success of the project.

In preparing and going to tender, you will need to collaborate and work with colleagues at all levels (head of office, programme manager, logistics, among others). Depending on the operating modality this may entail collaborating with colleagues in different locations (in country, region, zone, secretariat). For details on task flow overview and who to involve at which level refer to Annex 1 of the IFRC's tender manual in *Procurement of works and services for construction projects guidelines*.



When starting out with identifying contractors and tenderers, keep in mind:

- ↘ Investigate available consultants and building contractors.
 - Open tenders for small-scale projects as well as in situations where large capacity exists within the market place.
 - Pre-tender qualification if competent contractors identified, especially for specialist projects, amongst field of unknowns.
- ↘ Assess workload, following a large-scale disaster – the good companies will be in high demand.
- ↘ Gauge scope of project in comparison with contractor's capacity. Ensure that potential tenderers will have the capacity to complete the work.
- ↘ Determine method of contract engagement.
 - Owner driven housing reconstruction
 - Beneficiaries construct their own houses or engage contractors to build for them.
 - Beneficiaries should receive progress payments based on milestones achieved.
 - IFRC will have to provide qualified personnel to supervise and ensure constructions are safe and structurally sound.
 - Traditional client consultant contractor (CCC)
 - Engage consultant via tender or direct hire.
 - Tender for contractor either open or pre-qualified.
 - Consultant provides site supervision and contract management.
 - Design and construct (D and C)
 - Tender is opened to pre-qualified contractors who undertake the tasks of both design and construction.
 - Site supervision is carried out either by a Red Cross Red Crescent delegate or an independent consultant.

- A consultant may be brought on board to prepare concept plans prior to going to tender.
- Partnership set-up (employed in the Maldives after the 2004 tsunami).
 - Partner National Society/IFRC's secretariat provide the government with the funds based on milestones (e.g. foundation, frames, roofing, etc.) as well as maintain oversight by monitoring and ensuring quality control through site supervisions.
 - The government is responsible for preparing and awarding traditional tenders for design followed by construction.
- ↳ Liaise with procurement department within country and at the secretariat to establish acceptable protocols and practises, though contractors will operate using their own systems.
- ↳ Contract preparation and approval from legal in-country and at the secretariat. The contractors should comply with local contract law. In the absence of local contract law follow *Fédération Internationale Des Ingénieurs-Conseils* or Joint Contracts Tribunal.
- ↳ If proceeding along traditional tender process, prepare BoQ. An independent consultant should preferably prepare this.
- ↳ Ensure government approval for the project is obtained, including:
 - land access
 - land ownership verified
 - intent to transfer land ownership to end-user.
- ↳ Determine criteria for assessing preferred tender. Process of accepting lowest bidder does not always result in a good project.
- ↳ Provide contractor, consultant and Host National Society/Partner National Society/IFRC's secretariat

site representative with clear and concise guidelines for dealing with variations, claims, including:

- information recording
 - levels of authority
 - grievances.
- Have clearly defined milestones in contracts, both for progress and finances.
 - Gain an understanding of local seasons, religious practices and holidays, labour availability to be able to set realistic timeframes on the projects. Ensure that these are then reflected in the contract.
 - If the contract includes a clause for liquidated damages, i.e., there is a penalty levied for not completing the project as per schedule, is there any provision made for rewarding the contractor for completing the works prior to schedule.
 - Upon contract completion finalize variations and confirm compliance at all stages.
 - Take measures to increase the capacity of the Host National Society and its branches during construction if this is an area of work which is relevant to their strategic core programmes.

4.10 Consultants and contractors

Prior to selecting consultants or going to tender, it is advisable to research capacity available in-country following the disaster. In Aceh for example, where the damage was complete, construction companies and labour had to be brought in from other areas. On the other hand, in Sri Lanka, the tsunami did not have a direct impact beyond one to two kilometres inland. While there may have been the capacity to embark on projects, it is important to take into consideration that prior to the tsunami, approximately 5,000 houses were constructed each year in Sri Lanka. Post-tsunami, there was

a need to rebuild or repair 250,000 houses alone, over a three-year period. This put a massive strain on the existing capacity to deliver.

The decision to contract a small or large contracting company will depend upon the scope of the project/programme. It may be more beneficial to get local companies to assist with construction in areas where there is capacity. This will help:

- ↳ foster good relationships between locals and beneficiaries
- ↳ promote the local economy.

In situations where many capable contracting companies are identified, it may be preferred to split larger projects into smaller ones and provide the opportunity for smaller local companies to engage. Incentives can be included to provide additional work to those that complete early and meet quality targets.

Large-scale projects can involve construction of infrastructure such as roads, sewer and water networks and this will require engagement of larger national or international firms that may then need to import labour to complete the project. Make sure to check national legislation on whether it is permitted to bring in international firms and to import labour from another county.

While it is important to ensure that all projects comply with local regulations and guidelines, with *Sphere standards* setting the minimum requirements, the working and living conditions of the labourers must be addressed in contracts. This may require ongoing monitoring throughout the project cycle.

Case study: Contractor issues and other problems

One of the settlement projects that was visited, the initial timeframe for completing the project was set at ten months. The contractor was awarded a non-price fluctuation contract. When the work was about 96 per cent completed, the contractor abandoned the work and withheld payments of the sub-contractors. In addition the keys of the houses remained with the contractor. This contract was eventually terminated after two years. The process to find another contractor who was willing to take on and complete the remaining four per cent of the work took another year.

The beneficiaries (fishermen and goldsmiths) had already been identified and were aware of who would get which house. After years of waiting and with no communication on what was happening, they eventually stormed into the settlement and started living there. Since the site was still not ready and utilities not functional they faced major water issues. Water had to be trucked in. The septic tanks that had been built were small. The houses had no chimneys which posed a major problem since the local practice is to use firewood for cooking. Previously the beneficiaries had space to grow fruit trees on their land. In the new settlements there was no place for them to plant fruit trees.

On the positive side, the settlement was in close proximity to transport. It is easy for the children to get to school. The municipal cooperation clears garbage once a month and beneficiaries dispose off excess garbage by burning it.

Lessons learned

- Reliable contractors with a proven track record should be awarded the contract.
- The projects should be designed and planned with realistic timeframes. When delays are encountered, communicate with the beneficiaries.
- Ensure that water is available all through the area. Do not assume that connections will be provided eventually.
- Make sure that the associated infrastructure for waste disposal is designed properly and is functional.



Keep in mind that it is important to assess the capacity of the potential contractor. This can be done by requesting the contractor provide:

- ↳ overview on recent projects carried out by the company
- ↳ references from past clients
- ↳ financial statements to prove company is financially solvent
- ↳ licenses
- ↳ government registration papers
- ↳ insurances
- ↳ curriculum vitae and profiles of full-time and key contract staff.

4.10.1 Role of the consultant

Consultants, preferably local, should be tasked with preparing designs. The designs should comply with government standards as well as be acceptable to the beneficiaries, Host National Society, Partner National Society and IFRC's secretariat.

The engagement of consultants will depend upon the method of tendering that is proposed.

In the event that traditional tendering is preferred, then a consultant will be required to prepare concept designs. The consultant will work with the IFRC to get approval of the concept design from the government and receive feedback from beneficiaries to ensure the design is appropriate. Once all relevant parties have accepted this, final designs will be prepared for tendering. In D and C tendering, it is recommended to engage a consultant to prepare concept designs to ensure that the final design complies with the project's parameters.

Depending on the size and nature of the programme various consultants may be required during the project, including architects,

town planners and engineers. Due to the scale of certain disasters, there may not be many qualified personnel available due to commitments elsewhere or else those available may not fit the criteria. In the absence of qualified personnel for design input other sources may need to be consulted:

- the beneficiary will need to provide greater input to the design and layout
- if the Host National Society has an engineering department, they may have technical personnel who can contribute
- technical staff from the cluster may be a source of direction.

Irrespective of which approach is used, the final design will need to be signed off by the government. If you are going for the CCC approach, the next step is to prepare tender documents for construction.

4.11 Options for construction

4.11.1 Owner driven housing reconstruction

Based on the owner driven housing reconstruction concept, there is an opportunity to provide communities with an option to engage in the construction of their own housing. To enable this, the beneficiaries would need to have:

- the ability to move to temporary shelters near the new sites
- access to regular transport to inspect and monitor works.

For large projects, it may be warranted to engage a commercial company to partially build a model house, to enable beneficiaries to understand the construction process.



Refer to IFRC's *Owner Driven Housing Reconstruction guidelines* for this response.

Case study: Owner driven housing projects

In Sri Lanka, the government provided land, 329 acres for 5,000 houses and infrastructure, including roads, water and electricity, for the development of settlements. Beneficiaries were allotted their plots by the government and provided funding from the IFRC to construct houses. Beneficiaries were able to live on or near the site in temporary shelters. They had the choice of either participating in the construction or supervising the works.

Benefits of this style of programme is that:

- it gives ownership to the beneficiaries
- there is no DLP
- it enables small-scale local builders and craftsmen to participate in programme
- it is quicker to commence as there is no need to go to tender
- there are no contract administration issues.

Issues that may arise in engaging in this modality, such as:

- sub-standard construction
- higher level of support will be required from the IFRC including:
 - making trained tradesmen available on site at all times
 - maintaining quality control supervision
 - monitoring of milestones linked to payments
- availability and pricing of building materials could fluctuate
- beneficiaries may find it difficult to commute to and from the settlement site
- there would be administration issues that need to be taken care of with each of the beneficiaries rather than with just one contractor.

4.11.2 Traditional contract

Traditional contract is the usual form of contract engagement where a consultant is engaged directly or via a tender process. If the contractor is identified via a tender process, it will be either by open or pre-qualified tendering. It is possible to directly award contracts, however, this may raise issues around integrity and transparency (refer to Annex 2 for examples of issues that may be faced around integrity and transparency).

Benefits of this style of programme is that the consultant is:

- independent of the contractor
- engaged as site engineer
- responsible for contract administration
- responsible for design and associated liability.

The downside for this approach is:

- long lead time is required with tendering and ensuing evaluation of the tenders
- the project is only as good as the consultant.

4.11.3 Turnkey/design and construct

Turnkey or D and C contracts, as they are also known, are a quicker method of getting projects underway. Since the contractor and consultant both are working together, this only requires one tender process. For D and C to be effective, it is vital that the IFRC prepare a detailed and concise requirements plan. Depending on the project, it may be necessary to engage an independent consultant to prepare concept plans as per the requirement as well as assess the tenders. Evaluation of the contractor's bids can require a level of knowledge that is best provided by the independent consultant, as items and design may differ between the bids that are submitted for the same project.

As the consultant is a part of the contractor's team, site supervision by Host National Society/Partner National Society/IFRC's

secretariat will be required during the construction phase. An independent consultant or a construction delegate can be tasked with site supervision.

The benefits of this type of contracts are:

- ↳ a quicker contract selection duration due to single tender process
- ↳ liability rests with contractor's team.

The pitfalls are:

- ↳ There is a lack of independence of consultant since he/she requires greater supervision from the Host National Society/ Partner National Society/IFRC's secretariat
- ↳ In event of claims, the contractor and consultant can blame one and another making it very difficult to resolve issues at hand.

4.11.4 Partnership set-up

In a partnership set-up, the Red Cross Red Crescent party provides funding to the government. The government then implements the programmes and executes the required contractual arrangements directly with the construction companies. In other words, the Red Cross Red Crescent party is a donor. Nevertheless, for accountability purposes to its own donors, the IFRC will put controls in place such as providing for instalments to be made upon satisfactory completion of work at each stage. The IFRC will retain oversight of the project by approving all the designs, providing a site supervisor to monitor the construction among other things.

The IFRC's secretariat decided to adopt this model right at the onset in the Maldives to manage large-scale construction projects. The government tendered the construction of the houses with the IFRC's secretariat involved at each step of the way, including the evaluation and approving the final decision to award the contracts. The contracts were signed in partnership with Maldivian government and experienced international construction companies. The government acted as the client in the relationship with the contractor and as such

was responsible for the legal liabilities arising from the contract. The IFRC's secretariat had an agreed role in monitoring workmanship and verifying work done before settling bills directly with the contractor.

The reasons for going with this arrangement in the Maldives were:

- ↳ lack of National Society in-country
- ↳ country has a centralized administrative set-up. The National Disaster Management Centre, brought together representatives of all relevant ministries, NGOs, civil society and international organizations, including the IFRC's secretariat, coordinated all donors who came in after the tsunami.

The main pitfall to this approach is that there can be issues around transparency in awarding the tender and managing the contract.

The table on the next page summarizes the three modalities and presents the pros and cons of each.

Modality	Positive	Negative
Owner driven housing reconstruction	<ul style="list-style-type: none"> – Ownership of the work and design. – No DLP to monitor. – No tender period or contract administration. – Use of small works contractors. 	<ul style="list-style-type: none"> – Ensuring materials available and priced fairly. – Requires more monitoring during construction. – Additional land for temporary shelter.
Traditional contract (CCC)	<ul style="list-style-type: none"> – Consultant is independent of contractor. – Consultant engaged to act as site engineer and contract administration. – Design responsibility rests with the third party. 	<ul style="list-style-type: none"> – Lengthy process – tender for consultant then tender for contractor. – Quality of work is contingent on the competencies of the site supervisor.
Turnkey/D and C	<ul style="list-style-type: none"> – Quicker process as single tender is required for consultant and contract. – Variations are unlikely as contract is based on a lump sum. 	<ul style="list-style-type: none"> – Less independence of consultant since greater site supervision from the IFRC is required – Employer's requirements must be thorough and concise. – May require hiring independent consultant to provide concept design, bid assessment and site supervision,
Partnership set-up	<ul style="list-style-type: none"> – Removes responsibility from IFRC for contract administration, – Requires both donor and implementing partner to approve design and specifications. – Variations are unlikely as contract usually lump sum. 	<ul style="list-style-type: none"> – Not transparent. – Less control on the final product. – Heavily reliant on IFRC staff in the field for monitoring.

4.12 Tendering

The two most common methods for getting companies to submit tenders are either as open or pre-qualified tenders.

Open tenders are advertised in local newspapers or by locally accepted means of communication. Any company that meets the criteria defined for the project such as insurance cover, qualifications and relevant experience can submit their tender. This method is used mostly for small-scale tenders where local capacity exists.

Pre-qualified tenders are mostly used for large-scale projects. Specific companies are generally invited to submit their tender. The benefits of this modality is that well-established companies are more likely to submit tenders when competing against limited numbers of similar qualified groups.

4.13 Contract preparation and tender award

The contracts to engage consultants and contractors should be prepared with the assistance of Host National Society based on local legal advice as well as with the involvement of counter parts from logistics and procurement. Contract law is very complicated and guidance should be sought from either the Host National Society or IFRC country office on the preferred contract template and defining conditions of contract administration. The two most globally recognized contract forms include:

- *Fédération Internationale des Ingénieurs-Conseils*
 - red book and green book for traditional contract
 - silver book for D and C.
 - Joint Contracts Tribunal based on the British model.
-

In awarding tenders, the selection criteria should be well thought out. It must be ensured that the criteria correspond to the main needs of the project. Field studies in Sri Lanka revealed that the main selection criteria for awarding tenders was based on the lowest bid even though this did not always necessarily comply with the recommended procedures. The consequence of this was that in certain cases contracts were very difficult to administer, as the successful tenderer could not afford to finish the contracts in a timely and professional manner since they did not fit the other criteria that had been defined for awarding the tender.

- ↘ Ensure that the tendering process for employing contractors and consultants is undertaken in accordance with the applicable IFRC tendering rules and procedures. They should reflect commonly internationally accepted standards of transparency and competitive bidding, ensuring 'best value' (based on the set criteria, i.e., price, quality, capacity, etc.) in the procurement of all construction works.
- ↘ Make sure that all necessary permits and approvals are obtained prior to commencement of the works.
- ↘ Establish a committee, which shall be tasked with the long-term management, operation and maintenance of infrastructure systems.



Tips

- ↘ Request samples from contractors for prime cost items (toilets, door handles, light fittings, etc.) prior to signing-off.
- ↘ Provide recognizable standards materials for contractors to order against and demand certification of compliance.

4.14 Contract management including variations and design revisions

The modality of contract will dictate the role of the IFRC in the construction process. To recap:

4.14.1 Owner driven housing reconstruction

- Beneficiaries are responsible for the design construction of their own houses with funds provided by the IFRC. Greater supervision is required in this instance as people can elect to build the shelter themselves, or they can engage third parties to undertake all or some of the works.
- It is for the IFRC to ensure that milestones are met, agreed quality is being achieved and provide technical assistance on needs basis.
- Local experienced trades people are required for this role in general, with the overall supervision and management provided by local or expat experienced delegates.

4.14.2 Traditional contract

- Consultant is independent of the contractor and engaged by the IFRC to oversee all contract works, provide site supervision and handle all issues raised, including quality control and variations. Both in Sri Lanka and the Maldives generally staff members with minimal experience were given the role of site consultants. This enabled the more experienced contractors to have greater influence than desired over their supervisor.
- Critical to clearly define roles and ensure persons placed in specific roles have the experience and maturity to be able to perform as required. As a project manager or construction delegate you may well be looking after many jobs, so you need to have confidence that people you have engaged to supervise in your absence are suitably qualified and capable. In some cultures, while a junior placed on-site may be perfectly qualified

and experienced however the cultural norm for those persons is to respect an elder, so it may be hard for someone in this case to gain the respect and authority they require on-site.

- ✎ Consultant likely to be locally trained, must be recognized and registered with local organizations. Ensure the IFRC has the right to review all proposed staff placements.

4.14.3 Turnkey/design and construct

- ✎ As the consultant is part of the team undertaking the contract, they cannot be expected to be independent. In such situations, it is necessary to place an IFRC construction delegate in the role of site supervisor. Whether the delegate is part-time or full-time will depend on the locality, size of the project and available manpower. Alternatively, an independent consultant can be engaged to provide concept plans, assess bids and provide site supervision.
- ✎ Greater responsibility on IFRC unless an independent consultant is engaged to provide the site supervision. Again, this will depend on the size of the project, locality and complexity. Engaging an independent consultant will remove responsibility from IFRC for issues that may arise on site during construction.
- ✎ Provision of samples of all construction materials and other items at the start of the contract is critical in D and C, as the standard of items can be easily referred to. In the event that the IFRC experiences high turnover of staff, the original samples will prove to be very useful in resolving issues that may arise further along the project.
- ✎ Local experienced person should preferably provide site supervision. In the event that no locally qualified candidates are available, a delegate should be hired. This is also an opportunity to provide capacity-building to local staff. A National Society undertaking infrastructure work in Sri Lanka has been very successful in developing a local Sri Lankan engineer during many projects, to the extent where that person is now capable to operate without external input.

4.14.4 Partnership set-up

- Due to logistical constraints working in an archipelago such as the Maldives, consultants as well as the IFRC installed supervisors on-site permanently. In many cases, the people placed in both roles were junior, inexperienced and due to circumstances were living with the contractor which made it very hard to be independent.

4.15 Construction – final account – contract administration and settlement

For the closure of consultancy contracts that is for design, construction tender floatation and award and site supervision services the contracts cannot be closed and signed-off until the contractor's final account has been completed. It is vital that when settling and signing-off the consultant's contract that the client has kept all necessary correspondence with the consultant up-to-date. Often at the closure of consultancy contracts disputes may arise if the construction contract has:

- overrun
- changed in scope or design
- incurred disputes which the consultant has had to utilize additional time and resources to complete.

It maybe fair and reasonable for the consultant to claim and be reimbursed for additional costs over and above the original contract, but for audit purposes, it is vital that the client documents the additional payments thoroughly.

If the consultancy contracts are split into different packages, say one for design and then one for site supervision, it is vital to close off the contracts as soon as the deliverables are completed to avoid

carrying over finalization of these contracts to the very last close out matters for the project or programme. In all cases the client should obtain a no claim certificate from the consultant at the end of the consultancy to state that there will be no more claims to the client for said consultancy services.

Refer to Annex 6 for No claims certificate and Annex 7 for Final completion of works certificate.

4.16 Handover and maintenance

A thorough handover of the completed facility to local authorities and/or end-user is crucial to ensure sustainability of the site that has been developed. The IFRC needs to factor in training the end-user on the technical aspects of operation and maintenance as well as financial management.

Ensure that the programmes have a capacity-building component indicated in the proposal. Appropriate trainings must be conducted to sensitize the end-user on ‘how to use’ and ‘maintain’ the relevant utilities and associated infrastructure that may have been inherited by the community.

Furthermore, it is essential that the services that are being offered are affordable from an operational perspective as well as maintenance. More often than not, this is an issue that is overlooked during the design phase.

Refer to Annex 8 for Certificate – handover of site and building(s) to the end-user.

4.16.1 Defects liability period

When handing over the facility to the end-user take time to make them aware of the DLP and its purpose. It is not unusual for there to be confusion over what is and is not covered by DLP. For example, fair wear and tear and consumable items such as light bulbs and marks on walls made after occupation are not covered; however, windows that do not open or leaking roofs are covered under DLP. It is generally a period of 12 months following the practical completion of works, during which the end-user may require the contractor to return to the site to rectify any defective work or materials.

The table on the next page provides an overview on how to manage risks during the DLP.

Refer to [Annex 9 for Guidelines to monitor defects liability period](#).

Managing the risk – during defects liability period

Perspective	Objective	Tools applied
Financial	<p>To ensure the final amount (set-offs deductions) to which employer entitled under the contract.</p> <p>To ensure maximum/reasonable output for the investment.</p>	<ol style="list-style-type: none"> 1. % retention policy on contractor, consultant payment (x% up to end of DLP). 2. Insurance policy extension to cover DLP – (performance bond). 3. Insurance coverage through CAR policy up to end of DLP. 4. No claim certificate from the contractor.
Technical	<p>To ensure that the contractor/consultants meet contractual obligations.</p> <p>To ensure the services throughout/up to the DLP.</p> <p>To ensure a quality delivery and to minimize defects.</p> <p>Not to nullify equipment and warranties.</p>	<ol style="list-style-type: none"> 1. Completion certificate 2. Mid-term joint surveyor report. 3. Defects rectification certificate. 4. Contractors all risk insurance extension for the rectification period. 5. Warranties.
Social	<p>To ensure the downward accountability of the end-user and to enhance the image of Red Cross and Red Crescent.</p> <p>Establishing practical completion principals tests (functional tests).</p> <p>Briefing the end-user regarding rectifying the defects during DLP. Information about contractual/non contractual defects.</p>	<ol style="list-style-type: none"> 1. End-user confirmation regarding quality of the infrastructure. 2. Functional tests. 3. Completion tests from end-user. 4. Safety test training and maintenance. 5. Inconvenience test – due to inconvenience defect. 6. Authority test. 7. Miscellaneous test.

4.17 Monitoring and evaluation

Even with the introduction of software programmes to assist people in their new environments, there will always be issues in resettling populations. Allocation of houses to families, whether you try and keep extended family units together, allocating housing on the third floor of a condominium to 80-year old beneficiaries or conflict between neighbours are some of the issues that can be expected. Having a monitoring and evaluation programme in place, will provide the new community a tool for addressing issues that may arise during the early days of settling in.

A monitoring and evaluation programme during the development and construction of the site and following the beneficiaries move is recommended to allow the IFRC to assess the suitability of response.

During the field study, a housing development was visited where the designers had failed to include a kitchen in the house plan. Two years after occupation, people were still operating with makeshift kitchens. This is an example of poor design consultation and review and poor follow-up and monitoring after occupation. The fact that this issue was not addressed during the concept design phase, or other design reviews suggests that may be the community was more familiar with external cooking and this issue was overlooked during assessing their needs as no external kitchen was provided.

In this section we have discussed:

1. Different kinds of assessments – damage, needs, impact, hazard and risk assessments are key to any programme that is being considered irrespective of its scale.
2. Organizational capacities and operating modalities need to be assessed. The programmes should be in line with the mandate of the Host National Society. It is pertinent to check the IFRC's secretariat and Partner National Societies' legal status in-country.
 - For large-scale response and recovery initiatives it is advised to set up an internal task force to coordinate the response, made up of the IFRC, government authorities, CBOs among others.
 - Contingent on capacities identified, the Host National Society may decide to carry out uni-, bi- and/or multi-lateral projects.
3. Plan for additional national and international staff, (capacity-building in Host National Society), immediate needs and in the medium- and long-term need to be identified.
4. Durable information management system should be put in place from the onset.
5. Coordination – identify all agencies operating in the same sector such as the Asian Development Bank, World Bank, UN, other NGOs and share information. Shelter cluster, if operational, is the main forum for coordination amongst agencies.
6. The need to collaborate with the government and confirm status in-country including exemptions and import regulations.
7. The necessity of signing MoUs between all key stakeholders:
 - government and IFRC covering the complete response
 - specific MoU between IFRC parties and government for defined projects
 - separate MoUs with each individual beneficiary and the IFRC for each house for owner driven housing reconstruction.

8. The various steps included in preparing the concept design which entails:
 - identifying and engaging local consultants
 - researching and familiarizing yourself with local/national building practises and capacities
 - ensuring that the national/local building codes are followed
 - assessing construction material availability
 - liaising with beneficiaries and government to ensure designs are suitable and acceptable.
9. Prepare software programmes to work with beneficiaries in transitional shelters during the project period to learn new livelihoods and introduce them to the issues of being settled in a new environment.
10. Understand local construction capacity and modalities of engagement. Study local construction industry to determine best method of construction. Options include:
 - opportunity for owner driven housing reconstruction
 - traditional contracts – tender for consultant then tender for contractors
 - tender for turnkey/D and C
 - partnership set-up.
11. Following sign-off by beneficiaries and government finalize designs.
12. Prepare for construction. Identify preferred modality and prepare accordingly:
 - contract preparation and tender award for D and C and CCC
 - owner driven housing reconstruction implementation strategy
 - partnership with the government.
13. Systematic monitoring of whether the projects are on schedule. Should there be any delays, address the issues with the relevant party concerned and keep the key stakeholders informed.
14. The importance of evaluating the relevance and suitability of the projects for future reference.

ANNEXES



Annex 1. Levels of authorization for each tender procedure for construction works

Construction type	Tender procedure to be followed	Cost ceiling ¹ for each individual contract ²	Level of authorization ⁴
One single and complex construction project	Open tender (A)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD HoD ³
	Tender after pre-qualification (B)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Up to CHF 50.000 Any amendments to the contract	Geneva CoC LRMD (*5) HoD ³
Large projects with <i>many</i> individual but simple construction works	Tender for multiple designs (C)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD ⁵ HoD ³
	Scheduled rates contracting (D)	Each individual contract totalling CHF 50.000 or more Each individual contract below CHF 50.000	LRMD ⁵ HoD
One simple construction task	Tender for small works (E)	Each individual contract below CHF 50.000, which is the maximum sum for this Tender Procedure Each individual contract below CHF 1.000	HoD Technical Delegate after delegation of authority from HoD
Construction related services	Tender for services (F)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD ⁵ HoD ³

Guidelines

- ¹ Since the contract price is not known at the time of deciding on the applicable Tender Procedure, the cost ceiling is based on the then available engineers cost estimate. In rare cases, the final contract price, based on the lowest evaluated tender, may therefore exceed the ceiling for the chosen tender procedure. This, however, does not render such a tender procedure invalid. It has implications only regarding the contract signing authority.
- ² Artificially splitting of works in order to remain below the respective ceiling is not allowed. Works split into different tenders/contracts must follow technical necessities (different sites, different skills required) or managerial preferences (different times of execution, i.e. min 6 months between each implementation).
- ³ Any amendment, modification or renewal of a contract which has been previously approved will require an additional approval based on above cost ceiling. The level of authorisation is the same as per above cost ceiling and determined based on the cumulative amount of the initial contract value and additional value contained in subsequent amendment(s). For any amendments or revision to an existing contract, higher than 20% of the original contract value, will require tendering for additional works & services.
- ⁴ All levels of authorization are cumulative, such that for an open tender under procedure A with a value of CHF 400'000 the HoD will give his / her recommendations to LRMD, who will review and make recommendations to CoC for final decision and authorization.
- ⁵ LRMD – Logistics and Resource Mobilization Department in Geneva.

The approval of the Geneva Committee on Contracts (CoC) is required for:

- a) Any contract to be entered into with a single contractor in respect of a single requisition or a series of related requisitions in a calendar year totalling CHF 400,000 or more.
- b) Any amendment, modification or renewal of a contract previously reviewed by the CoC, where the contract amendment or a series of amendments in the aggregate increases the amount by more than 20 percent or CHF 200,000, whichever is less.
- c) Any amendment or modification of a contract previously reviewed by the CoC, where in the judgement of the Purchasing Officer the significance of the contract amendment in relationship to the criteria on which the original award was made would significantly affect the procurement process.
- d) Any amendment, modification or renewal of a contract not previously submitted to the CoC, where the amount in the aggregate now exceeds CHF 400,000.
- e) Any contract, amendment, modification or renewal of a contract which involves income to the Federation where the expected amount in the aggregate exceeds CHF 100,000.
- f) Any circumstances which render contract competition impracticable. (i.e., only one contractor existing/willing to execute the works)
- g) Any other matter relating to a contract referred to the CoC by the Secretary General or the Management Group.

Annex 2. Transparency, accountability and integrity

Risk scenarios/examples

Contractors or suppliers can submit false information about their employee credentials and experience; invoice for goods and services that are not delivered; charge for higher quality items than are provided; submit false or defective bonds; and/or make a variety of other false statements and misrepresentations.

Indicators/red flags

- Discrepancies between reported facts and observed data and supporting documentation
- Discrepancies between reported facts and test and inspection results
- Refusal or inability to provide supporting documentation
- Repeated “errors” by supplier
- Unreasonable claims or statements compared to prior performance or industry standards
- High rate of rejections, returns or failures
- Site inspection reports indicate less progress than reported
- Complaint from users.

Entity level preventive controls

- Written procurement policies and procedures that require background checks be conducted on vendors/contractors.
- Standard contract language includes requirements covering background checks, insurance and bonding.
- Standard contract language adequately defines test and inspection of equipment or materials and states that substitutes will not be permitted without prior written agreement with owner.

Process level preventive controls

- Require contractor to submit financials, license, insurance, bonding and authorize background checks on its employees to verify experience and credentials.
- Test and inspection of equipment and materials upon delivery to ensure correct specification was received.
- Test and inspection of equipment and materials:
 - during installation; or
 - after installation (depends type of product and how it is installed (i.e., pouring concrete, boiler (verify brand, serial number), brand/colour of tile, etc.)
- Formal sign-off of products for compliance to contract specifications.
- Project manager reviews all invoices to ensure compliance with contract specifications.

Entity level detective controls

- Owner policy requires independent project oversight and monitoring for all construction projects.

Process level detective controls

- Test and inspection at time of delivery of equipment or material identifies a product not in contract specifications.
- Test and inspection at time of installation identifies a product not in contract specifications.
- Test and inspection after installation identifies a product not in contract specifications.
- Periodic audit of invoices to ensure supporting documentation agrees to invoiced amount.
- Discrepancies identified are resolved before payment of invoices.

Risk scenarios/examples

A vendor, often in collusion with a member of the procurement team in a company submits a low bid in order to win a contract. Subsequent to winning the contract the vendor changes the terms and conditions of the bid and thereby profiting from the changes. The changes could range from an increase in price, increase in time or material cost, reduction in scope, change in quality benchmarks or any other change of specifications of the bid. In cases where a company releases a purchase order or enters into a contract for supply of material, spares, etc. for a long duration/unspecified time (open purchase orders), the total requirement is not specified but a minimum commitment for number of items to be procured is made at the outset. Due to incomplete specifications in the initial contract, there is no clause that restricts further subcontracting or subsequent changes in the contract/purchase order with respect to quantity of material to be procured or rate of procurement. The selected vendor may also subcontract the procurement and as a result, the price per unit would rise. The vendor is awarded the contract on the basis of low cost initially proposed by the vendor but as a result of the revisions in the quantity or rate, eventually the company would end up paying a relatively higher price.

Indicators/red flags

- Frequent changes in procurement quantity or procurement rates.
- Total payment made to the vendor is in excess of the budgeted expenditure.
- Pattern of low bid award followed by change orders that increase the price or scope of the contract, or extend the contract period.
- Numerous unusual or unexplained change orders for a specific contractor approved by the same employee.
- Vague contract specifications followed by change orders.
- Incomplete/preliminary contract specifications subject to change based on later developments.
- Weak controls with respect to review of need for change orders.

Entity level preventive controls

- Policy – a well implemented code of conduct that communicates acceptable business standards, and provides clear rules on best practices and ethical standards.

- Training – employees should be trained on the compliance with the code of conduct, disclosure of conflicts of interests and consequences of malpractices.
- Communication – the board and the executive management should set the tone for adhering to the code of conduct and ethical standards.
- Procedures – due diligence, including market intelligence, should be gathered on employees before appointing them.

Process level preventive controls

- Capital and revenue budget is made and subsequently monitored on monthly basis.
- All purchases are routed through system which is configured to capture the entire history of materials right from the purchase to usage.
- Usage cycle of each procurement item is reviewed before placing a new order.
- Contracts are legally vetted and the following factors are taken into consideration:
 - cost of procurement
 - authorized vendors
 - sub-contracting
 - material and labour rates
 - warranty period
 - inventory carrying cost
 - conditions under which termination can take place
 - circumstances under which change in the contract terms and conditions can take place.
- The contract entered between the company and the contractor cites the limit of amendments which can be effected to the original contract, either on the basis of number of times, or on the basis of value.
- Prior to incorporating changes in the existing contract, a rigorous analysis is done for the need to provide for such changes compared to the prevalent industry norms compared to the effect on the overall profitability.
- Before payment processing of an invoice it is ascertained that agreed upon rates have been used.
- There is a clear bifurcation between the maker and the checker; also original bids are retained for future reference in case of any suspicious discrepancies.
- Multiple bids are obtained to compare prices in the market.

Entity level detective controls

- Auditing – internal audit (or equivalent) continuously reviews procurements, their accounting and their disclosures to identify deviation from prescribed controls and applicable accounting policies.
- Procedures – procedures and mechanisms are in place for reporting deficiencies and taking corrective actions.
- Procedures – the preparation of financial statements and disclosures involves multiple detailed reviews by management.
- Procedures – accounting personnel responsible for the accounts are required to sign-off on the accuracy of the balances at the period end.

Process level detective controls

- Comparative analysis of the budgeted vs. the actual expenditure is conducted on a timely basis.
- Comparative analysis of the existing contract terms with the prevalent Industry norms is conducted and any deviations are identified and supported.
- Amendments to the original contract are approved by a competent authority and the effects of incorporating the changes are disclosed.
- Changes to the contract are supported by the detailed working and financial impact are assessed and disclosed.
- Amendments to a purchase order or contract are examined.

Risk scenarios/examples

Antitrust: the antitrust law has three main elements:

- Prohibiting agreements or practices that restrict free-trading and competition between business entities. This includes the repression of cartels.
- Banning abusive behaviour by a firm dominating a market or anti-competitive practices that tend to lead to such a dominant position. Practices controlled in this way may include predatory pricing, tying, price gouging, refusal to deal and many others.
- Supervising the mergers and acquisitions of large corporations, including some joint ventures. Transactions that are considered to threaten the competitive process can be prohibited altogether, or approved subject to remedies such as an obligation to divest part of the merged business or to offer licenses or access to facilities to enable other businesses to continue competing.

In cases where the supply of goods and services is concentrated with few vendors specializing in their areas and having large scale capabilities, the vendors can exert significant influence over other smaller vendors. As a result, monopolistic/oligopoly market can lead to various types of frauds being committed. Some of the possible fraud scenarios are as follows:

Bid rigging: bid rigging is a form of fraud in which a commercial contract is promised to one party even though for the sake of appearance several other parties also present a bid. The market leader may conspire with the local vendors to get the low bids cancelled. Further, competitors operating at lower scales are directed to submit bids at increased prices through coercion or undue influence resulting in excess payment. As a result, the company may overpay for the goods or services.

Price fixing: price fixing is an agreement between business competitors to sell the same product or service at the same price. In general, it is an agreement intended to ultimately push the price of a product as high as possible, leading to profits for all the sellers. The local vendors could enter into an agreement wherein they raise the rates charged for the goods or services. Further, the local vendors agree mutually that none of them would work for less than the agreed rate.

Indicators/red flags

- Historical trend indicates big rigging/price fixing to be more common in procurement of a particular product/service.
- Adverse media reports against selected vendors. Instances reported wherein competitors of the selected vendor have complained for creating monopolistic conditions.
- Contracts awarded at prices higher than the original cost estimates, published price lists and industry averages.
- Contracts awarded to the same vendor at different periods of time.
- Comparative quotations not available.
- Apparent connections between bidders such as common addresses, phone numbers, etc.
- Prices quoted by the selected vendor unusually low in comparison to other vendors.
- Overseas bids containing similar prices are received from vendors located in a particular geographical location.
- Strong recommendations from management for approval/selection of a particular vendor.

Entity level preventive controls

- Policy – a well implemented code of conduct that communicates acceptable business standards and provides clear rules on best practices and ethical standards.
- Training – employees should be trained on compliance with the code of conduct, disclosure of conflicts of interests and consequences of malpractices.
- Communication – the Board and executive management should set the tone for adhering to the code of conduct and ethical standards.
- Procedures – due diligence including market intelligence should be gathered on employees and vendors before appointing them.

Process level preventive controls

- Independent panel is set up to review the bid process and the selection of vendors.

- Prior to floating the bid request, an estimated cost analysis is carried out which is supported by adequate documents and logical assumptions and prevalent industry averages.
- Comparatives are drawn on certain parameters like services offered, timelines, price, credentials, etc. and any unusual variations are further inquired into.
- Comparative analysis of the quotes given by all the vendors is performed.
- Background check is conducted to ascertain past associations of the vendor, performance records, and direct/indirect relation with any of the senior management personnel or with other bidders, etc.
- Contracts entered into with the vendor are approved by the legal department and contains clauses such as disclosure of sub-contractors to be used, related parties to the contract, etc.
- Database of vendors is maintained which captures details such as past associations, performance records, reasons for selection or rejection, indulgence in any fraudulent activity, etc.
- Any changes to the vendor database are done only by the approval of a competent authority.
- Feedback obtained from personnel in procurement department on a sample basis is utilized during the selection of contractors.
- All major expenses are approved by the financial controller or as per the authority matrix.

Entity level detective controls

- Auditing – internal audit (or equivalent) continuously reviews procurements, vendor selection process and contracts entered into with major suppliers/vendors to identify any deviations from prescribed controls and applicable accounting policies.
- Procedures – procedures and mechanisms are in place for reporting deficiencies and taking corrective actions.
- Procedures – the preparation of financial statements and disclosures involves multiple detailed reviews by management.
- Procedures – accounting personnel responsible for the accounts are required to sign-off on the accuracy of the balances at the period end.

Process level detective controls

- Audit of the work performed or material supplied by the vendor is conducted to ensure compliance with the contract terms and conditions.
- Independent personnel looking into the selection process identifies reasons for withdrawal of bids by vendors (if any) and inquires into the same.
- In case of long-term contracts a cost realism analysis (estimated vs. the actual cost) is conducted on a periodic basis to identify any major deviations.
- Selection/rejections of a vendor are adequately supported by sound logic and supporting documentation.
- Additional procedures are performed in case of selection of vendors against whom adverse information is available in public domain.

Annex 3. Community livelihood promotion

Once it has been determined that there is a need to develop and enhance beneficiaries skills to enable them to access alternative livelihood, the below can facilitate identify the needs of the community and kind of opportunities available to the beneficiaries in the vicinity of the settlement. Once the different opportunities have been mapped out and gaps identified in skills, the right kind of skill-based trainings can be organized.

Step 1	Step 2	Step 3	Step 4
<ul style="list-style-type: none">– Collect base-line data on livelihood– Identify external resources (government/agencies)– Livelihood survey	<ul style="list-style-type: none">– Discuss finding of survey– Identify vulnerable groups/families (with a gender lens)– Formulate a action plan	<ul style="list-style-type: none">– Develop livelihoods action plan– Define strategy and responsibilities– Present to the entire community	<ul style="list-style-type: none">– Prepare livelihood proposals– Identify sub-committies for different activities– Monitor the process and outcomes

Annex 4. Memorandum of Understanding (MoU)

The following MoU formats are provided as a source of reference for information to be considered during the drafting of the MoU. All MoUs must be reviewed and sanctioned by the IFRC's legal team. All contractual agreements for construction works must be in line with the IFRC's *Procurement manual for goods and services* and *Procurement of works and services for construction projects*.

MoU with government

On consideration of the IFRC's existing status agreements with the National Government, the legal team will recommend the signature of specific reconstruction programme MoUs at the national level.

Based on those national MoUs, the programme may sign additional programme-specific or project-specific agreements at the local government level. MoUs must clearly state roles and responsibilities of all parties and be reviewed and sanctioned by the legal team. In case the MoU is to be translated into the local language, be sure to establish which version will be the ruling one in the event of a dispute.

MoU/agreement with local government

1. Introduction, purpose and scope

- Context of contribution
- Programme summary
- Overall aim of the agreement, to define the respective roles and responsibilities
- Activities to which the agreement applies.

2. Term

This MoU will be effective as of the date of signature through completion of the programme/ project.

3. The programme

Overall programme components

- ↳ Specific projects within the programme, e.g. kind of infrastructure rehabilitation/(re)construction, water, sewer and other utilities, roads etc.

4. The role of the concerned parties

Items to be defined by the MoU

1. Government contribution, if applicable, and your contribution. Consider price increases and currency fluctuations when defining financial commitments. Establish the cost per unit and number of units to be completed, but clearly state that the number will be revised if the unit cost increases. It is recommended that you commit to a monetary amount rather than to a number of deliverables should the numbers be reduced due to cost increase, lack of access etc.
2. Formalization of land tenure (who is responsible and at what stage will it happen?)
3. Minimum standards for the infrastructure:
 - The minimum standard for infrastructure (re)construction to follow regulations of (regulating body) _____
 - The standards will be verified by (government authority), schedule for verification visits
 - Approval and inspection procedures
4. Certificate of conformity/completion – process and responsible entity
5. Responsibilities and liabilities for construction quality control
6. Payments, approvals, stamp duties, registration costs, inspection costs.
7. Operation and maintenance
8. Reporting system (frequency and content)
9. VAT/GST exemptions on purchases and payments to contractors/consultants
10. Responsibility for applicable fees, such as planning approvals and bank fees.

Recommendations

1. Engage the services of a competent consultancy firm(s) to complete the required feasibility studies and detailed designs for each of the works and to supervise the planning and implementation phases, for infrastructure development.
2. Hire qualified contractors for implementation and commissioning of infrastructure development.
3. All consultants and contractors are to be selected on the basis of technical abilities, proven track record with the type of designs, financial solvency, human resources, statutory certification or equivalent, and references.
4. Ensure that the tendering process for employing contractors and consultants is undertaken in accordance with the applicable IFRC tendering rules and procedures which reflect commonly internationally accepted standards of transparency and competitive bidding, ensuring 'best value' (based on the set criteria, i.e., price, quality, capacity etc.) in the procurement of all construction works.
5. Make sure that all necessary permits and approvals are obtained prior to commencement of the works.
6. Ensure the establishment of a committee, which shall be tasked with the long-term management, operation and maintenance of infrastructure systems.

General provisions

1. The parties agree to carry out their respective responsibilities in accordance with this MoU, using their best efforts to ensure the highest quality of service and accountability to beneficiaries, donors and other stakeholders.
2. Nothing in this Agreement shall be construed as contrary to the Constitution of the IFRC, Rules and Principles for the IFRC Disaster Relief, Standard Operation Procedures of the IFRC and the Statutes of the International Red Cross and Red Crescent Movement.
3. In the spirit of developmental cooperation, the parties will do their utmost to resolve any claim or controversy by negotiation

or any similar method of amicable settlement. If such negotiations fail or such dispute is not resolved amicably within thirty (30) days from the commencement of such negotiations, then, upon the demand of either party, the dispute shall be settled by the arbitration to the exclusion of national jurisdiction in accordance with the United Nations' Commission on International Trade Law (UNCITRAL) rules of arbitration, subject to such modifications as the parties may agree in writing. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy.

4. Either party may terminate this agreement with immediate effect if:
 - a. one party, by an act or omission, brings the other parties into dispute or disrepute in any way whatsoever
 - b. there is a material breach of this Agreement which has not been rectified within ten (10) working days after written notification has been given to the breaching party.
5. In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the party affected by the *force majeure* event and thereby rendered unable, in whole or in part, to perform its obligations under this Agreement (including complying with its internal policies and ensuring the safety and security of its personnel or delegates) shall give the other party written notice with full particulars of such event; and the parties shall consult as to the appropriate action to be taken, which may include suspension or termination of the Agreement.

The party giving notice shall be thereby relieved from such obligations as long as *force majeure* conditions persist and will, upon the cessation of the *force majeure* conditions, take all reasonable steps within its power to resume, with the least possible delay, compliance with its obligations hereunder.

Force majeure events shall include war (whether declared or not), invasion, revolution, insurrection, flooding and other

manmade or natural events of a similar nature or force, as well as any changed circumstance, beyond the reasonable control of the parties.

6. Upon termination of this Agreement the parties shall aim to the best of their abilities to find alternative mechanisms to complete the works envisaged hereunder unless needs have been met.
7. Any provisions of this Agreement can be amended or modified only with mutual written consent of the partners concerned.

Such amendments shall be in the form of addenda with signatures from both parties.

Nothing contained in, or relating to, this Agreement shall be deemed a waiver, express or implied, of any privilege or immunity which the IFRC may enjoy, whether pursuant to existing conventions or agreements or any other convention or agreement which may come into force.

Annex 5. Project cooperation agreement

Project Cooperation Agreement between Host National Society and Partner National Society

This Project Cooperation Agreement (“this Agreement”) is entered into on this date day of month and year by and between the Host National Society and the Partner National Society.

1. The project

- a) The Host National Society and the Partner National Society (collectively the “Parties”) hereby agree to jointly carry out a project (the “Project”) in accordance with this Agreement, the following attachments initialed on behalf of the Parties for the purpose of identification:
 - a. Project Concept Paper (**Attachment 1**) (“the Project Concept Paper”)
 - b. Project Proposal (**Attachment 2**) (“the Project Proposal”)
 - c. Project Budget (**Attachment 3**) (“the Project Budget”)
 - d. Project Summary Sheet (**Attachment 4**) (“the Project Summary Sheet”)
 - e. HR Requirement Sheet (**Attachment 5**) (“the HR Requirement Sheet”)
 - f. TC-WG Project Proposal Review Minutes (**Attachment 6**) (“the TC-WG Project Proposal Review”) – (Not Available)
 - g. Project Approval Process Form (**Attachment 7**) (“the Project Approval Process Form”)
 - h. Project Financial Annex (**Attachment 8**) (“the Project Financial Annex”)
- b) These attachments form a binding and enforceable part of this Agreement; they may only be modified by written agreement

by the Parties. Timely notice of any modifications of a significant nature shall be provided to the “Task Force” within the Movement Organizational Framework. In the event of any conflict between the provisions of this Agreement and the aforesaid attachment the provisions of this Agreement shall prevail.

- c) The Project shall be identified by the following the Project, and all related correspondence and financial records shall be marked with those identifiers.

2. Introduction and Objective

- a) The Parties have signed a Memorandum of Understanding on date (“the MoU”) aimed at facilitating short and medium-term recovery, rehabilitation and reconstruction, as well as long-term development work following the disaster.
- b) The Parties agree that the MoU forms an integral part of this Agreement, and that all the clauses of the MoU shall apply to this Agreement. Where there is a difference between the terms of the MoU and this Agreement, this Agreement shall take priority.
- c) As set out in the MoU, the Partner National Society has agreed to provide “funding, close and constant guidance, technical assistance and monitoring” to the Host National Society in respect of the implementation of specifically agreed Projects by Host National Society.
- d) The purpose of this Agreement is therefore to define the specific roles and responsibilities of the Parties as well as the governing conditions in regards to the project funding implementation, reporting, monitoring and evaluation of the Project.
- e) This agreement shall be implemented in accordance with the provisions set out in the Service Agreement signed by the IFRC and the Partner National Society (the “Service Agreement”), as well as the Coordinated Activities Agreements concluded with International Committee of the Red Cross (the “ICRC”). As reference in the Service Agreement the Partner National Society will act in the name of the IFRC in country.

- f) The Parties recognize that all activities carried out pursuant to this Agreement must be consistent with: The Fundamental Principles of the Red Cross and Red Crescent Movement; The Statutes of the Movement; The Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief; the applicable constitutions of the Parties; and all applicable national and international laws, regulations policies and strategic plan of the Host National Society.
- g) The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement, and to use their best efforts to ensure the highest quality of service and accountability to beneficiaries, donors, and other stakeholders.

3. Term

This Agreement shall come into force as from the date set out at the beginning of this Agreement and shall remain in force until the receipt and acceptance by the Partner National Society of the final project report of the Host National Society, unless earlier terminated in accordance with this Agreement.

4. Financial Commitment

- a) In accordance with the attached Project Budget, the Partner National Society has allocated and will make available during the course of the project to the Host National Society funds up to a maximum of Partner National Society currency amount or equivalent to local currency. All financial transactions and activities shall comply with the attached Financial Annexes. The budget can be modified upon mutual written agreement.
- b) The Host National Society shall open a separate bank account exclusively for the receipt of funds from the Partner National Society for this Project and other agreed Projects. Account details are as follows:

Name of Bank and Branch	Address	Account No.

5. Estimated Project Implementation Period

In accordance with the Project Proposal, it has been estimated that project to be completed in 4 months. The implementation period can be modified upon mutual written agreement.

6. Shared roles and responsibilities

Each party agrees to:

- a) Work together on the basis of mutual trust, cooperation, and equal partnership in order to obtain the best possible outcome for the intended beneficiaries;
- b) Assume full responsibility for the activities of any third parties and or service providers that it engages in order to implement the activities under this Agreement;
- c) Comply with applicable national laws and regulations and host country government ratified international laws and regulations;
- d) Implement the project according to relevant policies, strategies, procedures and guidelines as described in the aforementioned MoU and Service Agreement;
- e) Ensure proper visibility for the Project as set out in the aforementioned MoU and the Service Agreement;
- f) Keep each other informed of all activities or circumstances pertaining to the Project, and consult each other whenever circumstances arise that may affect the implementation of the Project;
- g) Immediately notify the other party, in writing, as soon as a party is made aware of any technical default or failure to comply with agreed terms of the Project set out herein;
- h) Keep the appropriate partners within the Red Cross and Red Crescent Movement informed about the progress of the Project and of significant developments, as appropriate;
- i) Establish appropriate and verifiable mechanism(s) in accordance with the MoU to assure that all human resources and assets funded under this Agreement will be used solely for the purposes of the Project;
- j) Jointly monitor the budgetary and the technical implementation of the Project; and,

- k) Ensure the appropriate technical and quality standards of the Project.

7. Role and responsibility of the Host National Society

The Host National Society will be responsible for the implementation of the Project as agreed below:

- a) Making full use of the resources, guidance, technical assistance and services of the Partner National Society to enable the implementation of the Project; such use should be in accordance with the intent and design described in the attachments as listed in paragraph 1 (a) above. In this regard Host National Society shall nominate:
 - I At National headquarters (NHQ) level: an appropriate and qualified counterpart to coordinate the NHQ components of the project with advice and counsel of the Partner National Society technical experts;
 - II At branch level where agreed: an appropriate and qualified liaison officer for each project to coordinate the project with advice and counsel of the Partner National Society project coordinator.
- b) Ensure that the Partner National Society is involved as observer in all selection process of service contracts, approves, and signs either as “party” with Host National Society or as witness;
- c) This project shall not be funded by any party other than the Parties to this agreement;
- d) Recruit the necessary, mutually agreed upon, local personnel in accordance with Attachment 5 the “Human Resource Requirement Sheet”, the “Service Agreement” concluded with the IFRC and the Partner National Society, and the Human Resource Guidelines annexed to the MoU;
- e) The financial management of its activities within the scope of its project implementation, including that expenditures fall within approved budget limits;
- f) Comply with the reporting obligations set out in Article 11 herein, and provide the Partner National Society with any other

necessary information, financial data, documentation, and support required for the preparation of required narrative and financial reports to donors and to demonstrate due fulfillment of the project management obligations;

- g) As set out in Article 12 herein, take an active part in organized evaluations of the Project;
- h) In consultation with the Partner National Society, assuring adequate donor visibility for the Partner National Society including through interviews and other materials for the media and general public; and,

Obtain all necessary approvals from relevant authorities for the project on a best efforts basis and provide evidence of these approvals to the Partner National Society, in a timely manner.

8. Role and responsibility of the Partner National Society

The Partner National Society will be responsible for:

- a) Ensuring the overall financial management of the Project;
- b) All direct contacts with Project donors;
- c) Financial and narrative reporting to donors;
- d) Taking part in and bearing the costs of mid-term and final evaluations of the Project where such evaluations are agreed to by the parties;
- e) As agreed in the MoU, supporting, assisting and contributing to the overall capacity development of the Host National Society;
- f) Where appropriate: training of liaison-officers to become qualified project counterparts at branch level during the course of the project;
- g) Provide resources, guidance, technical assistance and services to enable the implementation of the Project;
- h) Act as an observer in all selection processes of service contracts, approves, and signs as a “party” with Host National Society or as a witness to such contracts;
- i) Provide funding for the project in accordance with the Financial Annex and the attachments referred to in Clause 1(a); and,

- j) Upon due execution of this Agreement, to provide a full and complete copy of this Agreement to the IFRC Delegation in country or Zone office and obtain a signed acknowledgement therefore, and a copy of the signed acknowledgement to be provided to the Host National Society.

9. Focal Persons

The persons set out below have been deemed the Parties' focal persons for this Project having the ultimate authority and responsibility for the Project on their behalf.

- i. For the Host National Society:
(or legal Successor in Title)
- ii. For the Partner National Society:
(or legal Successor in Title)

10. Equipment and Vehicles

Upon termination of the Agreement the parties will consult with each other about the transfer of any equipment and vehicles purchased with funding provided by the Partner National Society. Any transfers made shall be subject to applicable national law, the provisions of the IFRC's Status Agreement and donor obligations.

11. Reporting

- a) The Host National Society will provide during the course of the project the following narrative and financial reports, in English, to the Partner National Society:
 - i. A *monthly activity report (narrative and financial)*
 - ii. A *final/term-end report (narrative and financial), as well as the ones included in the Financial Annex*
- b) The mid-term and final/term-end reports will pay special attention to the expected results and impact of the Project.

12. Evaluations

- a) It is agreed that final evaluations of the Project shall be carried out at the end of the Project.

- b) These reviews shall be conducted by representatives of the Host National Society, the Partner National Society and any other relevant party, with the mutual consent of the Parties.
- c) Final evaluations can be conducted by the previously mentioned parties and/or external consultants, to be agreed upon by Host National Society and Partner National Society.
- d) The IFRC, the ICRC or other Movement Parties involved in the Project may conduct their own evaluations of the Project, with reasonable notice to the other Parties. The Parties to this Agreement shall make available to such party all reasonable and necessary information to conduct such an evaluation.

13. Termination

- a) Either party may terminate this Agreement in whole or in part;
 - i. In the case of a serious violation by the other party, which is not rectified within 30 working days after it has been drawn to the latter's attention in writing, or
 - ii. Where a condition has arisen that impedes that party from successfully fulfilling its responsibilities under this Agreement, by providing the other party with 60 days written notice of its intention to terminate the Agreement.
- b) Upon receipt of notice of termination of this Agreement, the Parties will take immediate steps to terminate their activities under this Agreement, as follows:
 - i. The primary objective of the Parties when terminating the Project shall be to ensure the best possible outcome for the intended beneficiaries.
 - ii. The parties shall also endeavor to avoid any new obligations, to avoid unnecessary further expenditures, to void all existing obligations that can legally be voided, and to facilitate any necessary reimbursement of payments.
- c) In the event of termination of the MoU, this Agreement will continue to bind the parties, and the Project will continue to be implemented, until and unless the Agreement is terminated in accordance with these clauses.

- d) All unspent funds shall be returned to the Partner National Society not later than 60 days following the termination of the Agreement.
- e) In the event of termination of this Agreement, the Partner National Society shall ensure that sufficient funds are available for Host National Society to meet all contractual commitments, incurred by it with the written consent of the Partner National Society prior to the date of termination, for the purpose of implementing the projects covered by this Agreement, and which can not be legally voided as per Article 13 b ii above.

14. Force Majeure

In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure* (which shall be defined to mean “acts of nature, invasion or other acts of a similar nature or force”), 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, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

15. Governing Law and Dispute resolution

This Agreement shall be governed by the laws of country. The Parties shall try to settle amicably, through direct negotiations, any dispute, controversy or claim arising out of or relating to this Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration by a sole arbitrator appointed mutually by the parties. In the event a sole arbitrator cannot be appointed mutually, a panel of three arbitrators shall be created, one to be appointed by each Party, and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration will be held in city/country and the proceedings will be in the English language. The arbitration will be

conducted as per the Arbitration Act No. 11 of 1995 and in accordance with the laws of country. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

16. Final provisions

- a) The provisions of this Agreement may only be amended with the mutual written consent of the Parties.
- b) This Agreement shall not be construed in any way as a legal partnership or joint venture between any of the Parties. Each Party remains solely liable for the acts and/or omissions of their personnel and agrees to defend, hold harmless and indemnify the other Parties, its agents, directors or staff members against any legal liability cost or expense (including reasonable legal fees and court costs) arising from the acts and/or omissions of the indemnifying Party, their agents, directors or staff members. Each Party shall be responsible for, and shall deal with, any claims brought against its own employees, agents and subcontractors.
- c) For the purposes of this agreement, notification between the parties shall be deemed effected upon:
 - a. Delivery by registered post or global commercial courier of any such notification to the individuals identified under Article 9 herein as Focal Persons;
 - b. In the absence of such Focal Person, identified in Article 9, notification shall be deemed effected:
 - i. on the Host National Society by delivery by registered post or global commercial courier to the most senior executive officer of the Host National Society at the time of notification; and
 - ii. on the Partner National Society, by delivery by registered post or global commercial courier to both the most senior executive officer of the Partner National Society and on the most senior representative of the Partner National Society in country at the time of notification.

IN WITNESS WHEREOF the duly authorized representatives
of the Parties.

SIGNED on behalf
of Host National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf of
the Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf
of Host National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf of
the Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED as witness
for Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

Annex 6. No claim certificate by contractor

.....
This letter should be signed by the contractor at the end of the defects liability period when the final retention payment is released.

NO CLAIM CERTIFICATE

Received the sum of currency _____ /- currency _____) in the full and final settlement of all payments due to us for the contract of construction of <_____> in <site> of <_____> district awarded to <contractor's name>, on contract No. <____>. We hereby certify that with this final payment (retention money) we have received all the payment and have no claim on the aforesaid job executed by us.

We hereby guarantee the National Society that there will be no further claim whatsoever against this contract.

Contractor's signature

Date

Annex 7. Certificate – final completion of works

Plot/Site location: _____

Location in masterplan: _____ GPS coordinates: _____

In accordance with the Contract Agreement from _____ between the Federation (Employer) and the Contractor, _____ the outstanding rectification works as specified in the “Certificate – Provisional Acceptance of Works” dated _____ (punch/snagging list of _____ pages) have been inspected by the designated Resident Engineer.

The following persons participated in the inspection of the Works as authorized representative(s) for

the Employer: _____

the Contractor: _____

others: _____

The Resident Engineer herewith certifies that the Outstanding Rectification Works have been completed on the (date) and satisfactorily passed the prescribed final tests.

With the date of this certificate (completion of the rectification works) the contractual Maintenance Period (*if foreseen in the contract*) commences and will run for months until (date)

This Certificate is drawn up in two originals, with one original each for the Federation and the Contractor.

Signed for

the Federation

the Contractor

Annex 8. Certificate – handover of site and building(s) to the end-user

Plot/Site location: _____

Location in masterplan: _____ GPS coordinates: _____

Works to which the Certificate applies:
(list all the buildings/works in the contract:

The construction works specified above are completed in accordance with the Certificate of Provisional Acceptance of Works dated _____ between the Federation (“Employer”) and the Contractor.

Today (date) _____ the Federation has handed over the site and constructed building(s) to the End User / Beneficiary / Client

The contractual responsibilities by the Federation will cease to be in effect with the date of this Certificate.

This Certificate is drawn up in two originals, with one original each for the Federation and the Contractor.

Signed for

the IFRC

the End User

Annex 9. Guidelines to monitor defect liability period

Activity	Action to be taken	Responsibility	Document
Step 1	Joint inspection before handing over the houses.	Consultant, Partner National Society or IFRC's secretariat	Write up by Consultant
Step 2	Issue the practical completion certificate by the consultant.	Consultant	Consultant
Step 3	Confirming the DLP	Risk management unit if available or finance department	Endorsement issued by insurance/bank
Step 4	Defect identification; (priority should be given considering nature of the defects without considering the length of defect liability period) Educating beneficiaries regarding, rectifying the defects during DLP. Information about contractual/non contractual defects.	Consultant, Host National Society/ Partner National Society or IFRC's secretariat	Form No: 01
Step 5	Mid-term joint survey to confirm the rectification of damages (Steps should be taken to rectify defects completely within the given DLP)	Joint survey by Host National Society/Partner National Society or IFRC's secretariat, consultant	Form No. 02

Activity	Action to be taken	Responsibility	Document
Step 6	Final joint survey after completion of rectification to finalization of the payment.	Joint survey by Host National Society/Partner National Society or IFRC's secretariat, consultant	Form No. 03
Step 7	Beneficiary confirmation that defects have been rectified.	Host National Society/Partner National Society or IFRC's secretariat	Consultant
Step 8	No claim assurance from consultant/ contractor.	Contractor/consultant, programme officer construction/ risk management if available or finance department	Form No. 04
Step 9	Release of retention to contractor/ consultant.	Construction delegate, programme officer construction/ risk management if available or finance department	Form No: 05
Step 10	Releasing the liability from insurance.	Risk management unit if available or finance department	Endorsement issued by insurance/ bank

Further reading

- IASC. *Shelter: Gender Marker Kit*. Geneva: 2011 <http://oneresponse.info/crosscutting/gender/Pages/The%20IASC%20Gender%20Marker.aspx>
- ICRC and IFRC. *Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief*. ICRC and IFRC, 1994. www.ifrc.org/en/publications-and-reports/code-of-conduct/
- ICRC and IFRC. *Guidelines for assessment in emergencies*. Geneva, 2008. www.ifrc.org/Global/Publications/disasters/guidelines/guidelines-for-emergency-en.pdf
- IFRC. *Guidelines on document management and retention for National Societies*. Geneva, 2007 <https://fednet.ifrc.org/en/our-federation/about-the-federation/ppp/guidelines-on-document-management-and-retention-for-national-societies/>
- IFRC. *Owner-Driven Housing Reconstruction Guidelines*. Geneva, 2010. http://sheltercentre.org/sites/default/files/ODHR_Guidelines_FedNet.pdf
- IFRC. *Procurement of works and services for construction projects guidelines*. Geneva, 2009.
- IFRC. *Project/programme monitoring and evaluation guide*. Geneva, 2011. www.ifrc.org/Global/Publications/monitoring/IFRC-ME-Guide-8-2011.pdf
- IFRC. *Project/programme planning guidance manual*. Geneva, 2010. www.ifrc.org/Global/Publications/monitoring/PPP-Guidance-Manual-English.pdf
- IFRC. *Standardized filing system for offices in the field*. Geneva, 2008 <https://fednet.ifrc.org/en/our-federation/about-the-federation/ppp/standardised-filing-system-for-offices-in-the-field/>
- Sphere Project. *Humanitarian Charter and Minimum Standards in Humanitarian Response*. Geneva, 2011. www.sphereproject.org/content/view/720/200/lang,english/
- Statutes of the International Red Cross and Red Crescent Movement. Adopted by the 25th International Conference

of the Red Cross at Geneva: 1986 amended in 1995 and 2006.
www.icrc.org/eng/assets/files/other/statutes-en-a5.pdf

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The Fundamental Principles of the International Red Cross and Red Crescent Movement

Humanity The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality In order to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary service It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality The International Red Cross and Red Crescent Movement, in which all societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

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