

Preamble:

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

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

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

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

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

Article II. Identification of land:

The location of the land is in {insert Governorate, district, sub-district, community} with the following GPS coordinates {insert coordinates}:
The land is public / private (delete as appropriate) and covers an area of ____ m2.

Article III. Acknowledgement of ownership status of land:

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

Article IV. Duration of land lease:

The agreement is for a period of (__) months¹⁸ starting from (dd/mm/yy) to (dd/mm/yy). The agreement on the use of the land may be extended and renewed for another period to be determined by a subsequent agreement with the consent of both parties.

Article V. Scope of planned works on the land:

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

- List all activities in detail

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

Role and responsibility of the FIRST PARTY:

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

Role and responsibility of the SECOND PARTY:

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

¹⁸ Number of months should be at least 12 months.

Articles:

Article VII. Contracting

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

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

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

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

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

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

Article X. Conditions and process for termination of agreement:

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

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

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

Signatures

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

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