



Evaluative Review of the Netherlands Non-Lethal Assistance to Armed Moderate Groups in Syria

Technical Proposal

Submitted to:
Government of the
Netherlands

31 October 2016

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Introduction

In accordance with the Terms of Reference issued by Government of the Netherlands, 10 2 g proposes a rapid, comprehensive evaluative review of the Netherlands Programme on Non-Lethal Assistance in Syria. As a premier provider of research, analysis, monitoring and evaluation services for clients working in a wide array of thematic areas related to the Syrian conflict, 10 2 g provides unparalleled in-house expertise, extensive reach to target geographies throughout the country as well as tried-and-tested, flexible and agile tools and approaches to evaluations that provide effective solutions for policymakers and implementers alike whilst ensuring process transparency and beneficiary buy-in. The proposed evaluative review will be conducted over a period of nine weeks with interim findings reported in real time from Week Five through participatory workshops with Government of the Netherlands representatives, beneficiaries and other stakeholders.

Understanding of the Scope of Work

The Government of the Netherlands provides non-lethal support to several armed moderate opposition groups (AOGs) in northern and southern Syria, including communications equipment, food, medical equipment, office equipment, uniforms, and vehicles. The goods are purchased by the implementing partner, 10 2 g and delivered to AOG representatives at the Turkish-Syrian border. Such programming presents a range of challenges relating to the shifting military dynamics and fluid security landscape in Syria, bureaucratic challenges associated with the export of goods from Turkey to Syria, remote implementation and management in the midst of security and infrastructure-related communications restraints and general sensitivity to the nature of this work by Syrian and international communities.

Evaluative Review Objectives

The current phase of the programme ends on 31 December 2016 and the Government of the Netherlands is seeking independent verification of delivery of the goods in order to inform policy and programme decisions for future iterations of the programme. Whilst 10 2 g maintains a monitoring component of programme implementation, it has been noted that this monitoring has been sporadic due to challenges related to border closures. Hence, additional substantiation of results is desired to ensure that value for money and reasonableness parameters of assistance are met and maintained. 10 2 g proposes to undertake an evaluative review with the objectives of (i) enhancing the understanding of programme reach, its effect on stakeholder dynamics and utilisation of support provided to date and (ii) providing evidence on which to base decisions on the future direction of the programme. The evaluative review will synthesise four types of information:

- The purchase, transport, delivery and use of the various types of support the Government of the Netherlands has provided throughout this phase of the programme;
- The results of the programme and an assessment of the extent to which it has made progress towards its objectives;
- Identification of gaps in current process of monitoring and verification of delivery with recommendations to address them;
- Recommendations for the scope and scale of future programme support.

Key Challenges

Conducting independent monitoring of support to AOGs in the volatile environment in Syria poses several key challenges and mitigation strategies:

- Independent monitoring of support to AOGs is an extremely sensitive proposition, as monitoring activities like interviews and photography can be perceived as intelligence gathering. To mitigate this risk, this review will be implemented by staff who have established networks with various AOGs. Additionally, the task conducted by 10 2 g will be explained transparently to programme beneficiaries, and 10 2 g will seek permission and ensure buy-in from the AOG commanders at the outset; *(Please see Annex C for a full explanation of our Communication Strategy.)*
- Some support, like food and medical supplies, is consumable; therefore, it may be difficult to independently verify that it was received beyond interviews. Given these circumstances, we encourage realistic expectations on the amount and rigor of the evidence for this type of support and will be transparent about the limitations of our methodology and findings in this regard;
- AOGs are often located close to the front lines of on-going offensives, thus presenting a physical security risk to monitoring staff. We would rely on our rigorous operations support approach and response to ensure the safety and security of our staff implementing the project; *(Please see Annex C for a full explanation of our Duty of Care for our staff.)*

- Gaps in the previous monitoring data may make provision of a comprehensive assessment of the entirety of the programme's activities difficult. As part of our comprehensive evidence-based approach to evaluation, we will map these gaps, clarify the impact on our evaluative review, and make recommendations on how to address them in future monitoring.

Overview of the Evaluative Review Approach

This section lays out our proposed approach to this evaluative review. The approach is preliminary and will be fully defined during an initial inception period to include consultation with Government of the Netherlands representatives.

Phase 1: Inception and Methodology Preparation (Weeks 1-2)

The initial Inception Phase will last for two weeks beginning on the contracting date. It will include the following activities:

- **Team Recruitment and Vetting:** During the first weeks of the contract, we will recruit and mobilise the team members. We have already identified personnel for all positions that will not be staffed by currently-employed 102g personnel. Specifically, the recruitment of M&E Officers who collect data in Syria will rely heavily on our current staff's network, and follow 102g existing M&E Officer recruitment practice which includes the following: (i) no affiliation with proscribed groups; (ii) residence in the area in which they will work to ensure access and in-depth knowledge of community dynamics; and (iii) demonstrable access to network of potential respondents. We also seek individuals who have prior experience in M&E, activism, and/or journalism, although these criteria are by no means mandatory as we have found it preferable to invest in extensive training of staff and associates with a wide network of potential respondents;
- **Inception Meetings:** We prioritise the development of a positive and collaborative relationship with client representatives, the implementers, and the AOGs. In the first two weeks of the contract, we propose a series of meetings to: (i) outline Government of the Netherlands's specific expectations and needs for this evaluative review; (ii) agree to processes of communication and information sharing, particularly the process to obtain documents and information from 102g; (iii) obtain detailed information on programme objectives and activities, as well as programme documents; (iv) discuss views on the appropriateness and effectiveness of evaluative review approach taking into account real-time information on conflict dynamics and other parameters in the field that may impact the evaluation process. In particular, introductory meetings with the AOG representatives (either in-person or remotely) are essential for messaging the purpose of the monitoring activities, introducing our team, and receiving their permission and buy-in to conduct the monitoring with them. The number of meetings and the dates will be agreed with the client following contracting.
- **Desk Review of Programme Documents:** We will review programme documents and 102g monitoring reports in order to better understand the programme's historical and current activities. This information will feed into our evaluative review methodology. We will also include in our desk review other relevant background documents, open source materials, as well as grey literature. Finally, through the monitoring report review, we will identify gaps in the existing monitoring processes that we will present in the final review, along with recommendations to address them in future monitoring.
- **Refine and Finalise Evaluative Review Methodology and Data Collection Tools:** In collaboration with Government of the Netherlands, we will refine and finalise our evaluative review methodology. The resulting methodology will align with existing monitoring processes, but will identify additional, programme-specific criteria in order to measure progress towards the programme's stated objectives. It will also allow us to identify any unintended consequences, gain more nuanced understanding of the relationship between armed actors receiving support and their communities, as well as any influence that the Dutch support and implementer's intervention approach has had on their relationship.

During this period, we will also draft the monitoring tools that our M&E Officers will use in the data collection period. Our experience of conducting third-party monitoring (3PM) in Syria has shown that choosing from a variety of tools depending on specific geographic or thematic context is the best approach. To that end, we ensure that we include a variety of methods that we adapt as deemed necessary. For this type of review, our preferred approach is a hybrid of qualitative and quantitative data—interviews and focus group discussions with respondents from Government of the Netherlands, 102g and AOGs that incorporate both qualitative and quantitative questions. Wherever possible, we will take photographs with geodata tags to verify delivery and use of the support provided through this programme. Our M&E Officers will also complete detailed Field Observation and Analysis forms which will be the foundation for the individual field

monitoring reports for AOG. Moreover, our overall approach is conflict sensitive and designed to minimise potential destabilising effect that our activities can have on an already fragile and fraught contextual dynamics and mitigate security risks to our staff and respondents.

Our approach and data collection tools will be submitted in the Evaluative Review Protocol at the end of Week 2.

Phase 2: Data Collection (Weeks 2-4)

This phase of the project involves training for the M&E Officers during the final Inception Phase week, followed by data collection training:

- **Training for M&E Officers:** All new M&E Officers will receive general 3PM orientation training which involves classroom-style presentations, practical exercises, and homework assignments. The type of project informs specific parameters of the training we provide, though past training sessions have included the following topics: Introduction to general project management and cycles; Introduction to 3PM; Data Collection Skills; Taking Notes; Introductory Community Observation & Analysis; and Actor Mapping. We also include specific programme familiarisation sessions in our training. In addition to the Initial Training, we will include modules specifically about the data collection tools in order to familiarise M&E Officers with the Monitoring Tools prior to beginning of the first data collection period. These modules also serve as an internal verification mechanism to ensure that the questions are appropriate and will result in the information needed.

Ideally, we will seek to conduct in-person training to support the best uptake of knowledge, though with increasingly difficult border crossings, we currently undertake remote training with the majority of our M&E Officers, relying on ICT software to train those who are unable to safely cross the border into Turkey. We will adapt our training approach to fit the evaluative review's requirements and our M&E Officers' individual situations.

- **Data Collection:** Following the training, the team will conduct data collection. Our Team Lead and Analyst will interview Government of the Netherlands representatives managing the programme in Istanbul, Turkey and the 102 g implementing team in 102 g. Our Field Coordinator will conduct interviews with any AOG representatives present in 102 g and if possible, in 102 g where 102 g also maintains operational presence. Our four M&E Officers will conduct in-person data collection with a sample of AOGs in both northern and southern Syria. Whilst further information is required to define optimal sample, at this time, we propose conducting the evaluative review with up to eight of the AOGs receiving support based on criteria¹ such as:

- Length of time receiving support
- AOG size
- Location
- Size of territory
- Quality of relationship between Government of the Netherlands and AOG
- Areas of particular concern to Government of the Netherlands

Please note that the length of the data collection period will be impacted by changes in the conflict tempo and shifting frontlines. We will adapt to circumstances as required and inform the client of any circumstances impacting our agreed data collection plan.

Phase 3: Analysis & Reporting (Weeks 4-9)

In the final phase of the project, we will focus on analysing the information collected by our M&E Officers and other team members and drafting the Evaluative Review Report.

- **On-going Data Analysis:** While the data collection is on-going, our Field Coordinator will review all incoming data as it is received from the M&E Officers for quality assurance. Any gaps in information will be addressed with the M&E Officer immediately. Once the Field Coordinator signs off on the data, our Translator will translate it from Arabic to English. During the translation process, our Arabic-speaking Analyst will analyse information on an on-going basis throughout the data collection period to begin early identification of findings and trends, which she will share and discuss with the Team Leader. The Team Leader will review data in English following translation;

¹ These criteria will be agreed with Government of the Netherlands during the Inception Phase. Government of the Netherlands will also have oversight over the final sample.

- **Analysis Workshop:** As feasible, we will conduct an in-person data analysis workshop with our M&E Officers to identify initial findings and validate the data. If this is not possible, we will rely on remote discussions with individual M&E Officers;
- **Drafting Report:** The Team Leader and Analyst will draft the Evaluative Review Report, with support from the Field Coordinator as needed. The Report will be based on the format and page length agreed in the Inception Phase.
- **Learning Workshops:** Following the Analysis Workshop, we propose to conduct lessons learning workshops with client representatives to reflect on the findings in the context of ongoing and future support to beneficiaries. The frequency and agenda for these workshops will be determined in coordination with participants. We also recommend workshops with implementers and AOG representatives in order to share the most relevant findings and support buy-in for future comprehensive monitoring. We propose the first Learning Workshop during Week 5 of implementation in order to provide the Government of the Netherlands with real-time evaluation data prior to submission of the Evaluative Review Report. **The first Learning Workshop will be accompanied by a 3-5 page Preliminary Findings Report (please see Deliverables and Work Plan for details).**

Deliverables

We will report on the status of evaluative review activities and findings in the following deliverables:²

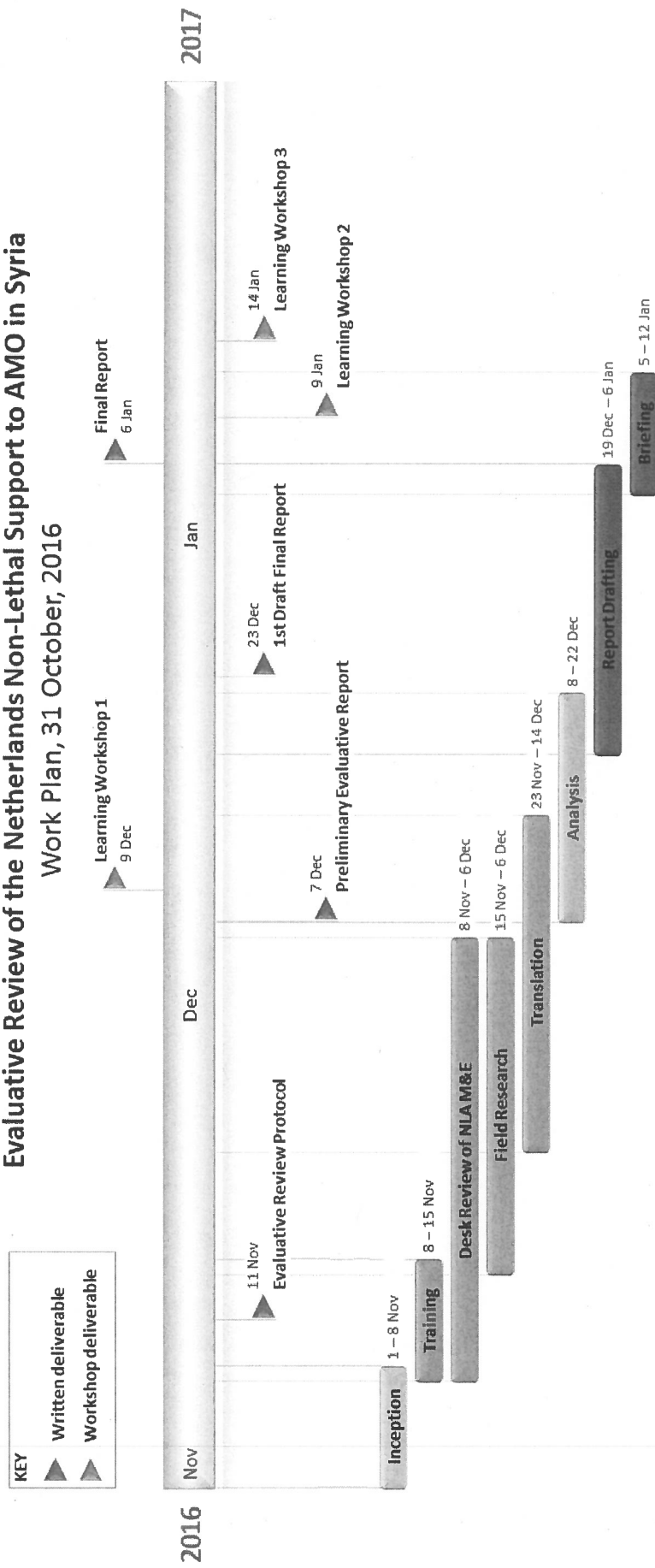
Deliverable	Description	Anticipated Deadline
Evaluative Review Protocol	The Evaluative Review Protocol will set forth our refined methodology and final work plan. It will also include the data collection tools we will use during the Evaluative Review. It will be based on a review of programme documents and discussions with relevant Government of the Netherlands staff, implementers, and, as possible, AOG representatives.	Week 2
Evaluative Review Report	This report will be based on our initial desk review and the in-person monitoring in Syria. The format and length of the monthly reports will be agreed with Government of the Netherlands representatives. We will recommend a narrative report that summarises and synthesises the findings, with short individual field monitoring reports per AOG that utilise a traffic-light rating system to highlight both areas of success and concern.	First Draft: Week 7 Final Draft: Week 9
Learning Workshops	<p>We recommend a series of learning workshops with client representatives and other stakeholders to support the uptake of evaluative review findings. These workshops can be conducted in Istanbul or Gaziantep, Turkey and/or The Hague, Netherlands as needed.</p> <p><i>Workshop 1:</i> Presentation of initial findings following the analysis workshop at the end of data collection, prior to the drafting of the evaluative review report. This workshop would be geared for Dutch representatives in Istanbul, Turkey. This workshop will be accompanied by a 3-5 page Preliminary Findings Report.</p> <p><i>Workshop 2:</i> Presentation of the final review findings following the submission of the final report. This workshop could be delivered in both Istanbul, Turkey and, if desirable, to representatives in The Hague.</p> <p><i>Workshop(s) 3:</i> We recommend sharing some of evaluative review findings with AOG leaders to: (i) enhance understanding and buy-in of future monitoring efforts and (ii) provide an opportunity for them to share their perspectives for future policy and programme decisions. These workshops could take place over time as AOG leaders visit Gaziantep for other meetings.</p>	<p>Workshop 1: Week 5</p> <p>Workshop 2: Week 9 (or after completion of project if needed)</p> <p>Workshop(s) 3: Week 9 (or after completion of project if needed)</p>
Weekly Status Emails	We will provide status updates of our activities via email on a weekly basis.	Every Friday following the contracting date.

² Specific proposed deadlines are provided in the work plans attached as Annex A.

Annex A: Proposed Evaluative Review Work Plan

Evaluative Review of the Netherlands Non-Lethal Support to AMO in Syria

Work Plan, 31 October, 2016



Annex B: The Evaluative Review Team

Description of Roles

Project Director and Team Leader (Senior Manager level): He provides overall managerial, technical, and strategic leadership for the project at an executive level, reporting to 102 g Regional Head. In close collaboration with the Senior M&E Advisor, he will be the primary point of contact for liaison with client representatives and implementers to ensure that objectives are met and delivery is aligned with expectations. He will line manage the Senior M&E Advisor and the Project Manager. This position is part-time LOE and based in 102 g with regular travel to Istanbul.

Senior M&E Advisor (Senior Manager level): He will be accountable for all technical deliverables and for ensuring programme objectives are met. He will design and implement of the Evaluative Review approach, overseeing the management of the team. He will directly supervise the work of the Senior M&E Advisor, Field Coordinator and Analyst. He will coordinate closely and conduct interviews with Government of the Netherlands representatives, implementers and other stakeholders to ensure timely delivery of high-quality reports and engaging workshops. This position is full time Level of Effort (LOE) and primarily based in 102 g with frequent travel 102 g

Field Coordinator and Analyst (Junior Manager level): He will ensure timely and high quality delivery from the field team inside Syria, as well as train the M&E Officers in the tools and information required for data collection. He will follow up with the M&E Officers if there are additional questions, assist with data analysis and work closely with the Field Operations Officer to ensure the safety of the M&E officers. He will code and analyze data in Arabic, monitor social media, provide support with field coordination where necessary, and assist with the drafting of written deliverables. She will also support the Team Leader in conducting interviews with AOGs and other relevant stakeholders in Turkey.

M&E Officers (x6) (Officer level): For data collection in Syria, we will employ a total of four M&E Officers in 102 g (The location of the fourth M&E Officer will be determined by the AOG sample.) They will interview programme stakeholders, IP staff and partners, community residents and independent observers. They will also conduct focus group discussions, community observations and project site visits. While previous M&E experience will be prioritised, great focus will be placed on their personal connections to ensure insulation from extremist elements. These positions are full time LOE and based in locations throughout Syria.

Project Manager (Manager level): She will be responsible for daily project management, project administration, coordination of fieldwork teams and logistical oversight for the duration of the project. The project manager will also be the point of contact for administrative and contractual matters. She will undertake the duties of a contract manager and report directly to the Project Director. The Project Manager will be responsible for the identification and mobilisation of the team and operations/mobilization plans. This position is part-time LOE and based in 102 g

Annex C: Communication Strategy and Duty of Care

Communications Strategy

10 2 g prioritises strong and transparent dialogue with our clients, their implementers, stakeholders, and members of the communities in which we work. Our communications strategy is informed by our experience in Syria over the past four years, often doing sensitive monitoring work in high risk areas

Implementers: With our approach to communications with 10 2 g we first anticipate that Government of the Netherlands representatives will be involved to explain to them their expectations of the Evaluative Review and the level of communication they would like to see between our teams. We will seek to follow the same type of open communication approach that we take in other projects in which we coordinate to ensure our teams do not overlap, that we understand the current activities prior to monitoring visits, and appreciate the challenges implementers are working to overcome.

AOGs: Much like the approach we take with the 10 2 g we visit during our 10 2 g activities, we will first seek Government of the Netherlands's support to introduce us to their interlocutors from each AOG. In this introduction, Government of the Netherlands representatives and our team will explain to them the purpose of our work, the types of activities we will undertake, and the planned frequency of our visits in the field. We will explain that we are independent monitors that Government of the Netherlands is contracting to understand better how their non-lethal support is meeting their needs and what impact it has on them and the communities in which they operate. Our M&E Officers will introduce themselves in the same way to the AOG personnel in Syria.

Local Authorities and Communities: As above, our M&E Officers take a similar transparent approach to introducing ourselves and the purpose of our work to the local authorities and communities in which they work. This is based on 10 2 g experience in Syria to date, whereby transparency is key to ensure the safety of our personnel on the ground. Circumstances in communities will most likely dictate that we do not publicize the fact that we are connected to western governments. As with our 10 2 g our M&E Officers explain that they work for a company who is monitoring a project that is providing support to the armed group and that we are trying to understand if the project is working correctly and to report any problems with the support to the project staff so they can address it.

Duty of Care and Security

We consider 'duty of care' for its staff and consultants an issue of critical importance in all operating environments; especially in such high risk operating environments as Syria. We have developed and refined an innovative, organizational approach to operational security risk management, drawing upon good practices from humanitarian, governmental and military sectors. During the Inception Phase, we will generate a bespoke Security Management Plan. The following components are part of our approach to Duty of Care and Security which mitigate risks to a tolerable level:

Risk identification and analysis: We recognise that the level of risk in different parts of Syria is highly fluid. In response, our operations staff will finalise a complete Risk Matrix, which includes the risk assessment and mitigation plan and the Logistics and Operations Team will monitor the situation in Syria daily, updating the risk matrix as needed.

Risk management, mitigation and real-time monitoring: 10 2 g Risk Committee, comprise of executive and senior management, will review and analyse the project Risk Matrix on a weekly basis. To ensure access to quality and reliable information for decision-making, as part of this process we triangulate safety and security

10 2 g Duty of Care to our staff, particularly our M&E Officers in Syria, has been informed by real life experiences and responses to emergencies like this one:

In 2015, Jabhat al-Nusra, al-Qaeda's affiliated group in Syria, raided the family home of one of our M&E Officers, arresting several family members, who were well-known activists. Fortunately, our M&E Officer was able to escape arrest by fleeing under fire through the back door. We worked with him over the next few days to identify safe houses where he could stay. We then coordinated with representatives from a donor government, who in turn liaised with their Turkish government counterparts to secure an emergency border crossing for him. We then worked with him to identify safe routes for him to take to reach the border. This experience tested our internal emergency response capacity and ultimately ended with the safe return of our M&E Officer to work.

information, gathered from a number of different sources.³ We also have access to tailored, independent security reports globally and within 24 hours and our own set of well-developed Standard Operating Procedures (SOPs) to inform this work.

Preparation, Training and Equipment: All team members receive a security briefing prior to travel. Each team member must provide the project management team with extensive personal information, including emergency contacts and medical information recorded confidentially and in accordance with data protection laws. All M&E Officers will receive a detailed induction process in [REDACTED] or remotely as the situation requires. This induction includes first aid training, communications training and a brief on the project's security management process; they will also carry first responder first aid kits in the field.

Responding to Critical Incidents: [REDACTED] operates a 24-hour duty phone where a member of the operations team—which has over 30 years' combined experience in crisis management—is on-call at all times to respond to emergencies and coordinate required support.

³ Including project field teams, regional offices, local networks of partners, consultants and associates, national and international NGOs and governments



Ministry of Foreign Affairs

102g

Stabilisation and
Humanitarian Aid
Department

Postbus 20061
2500 EB The Hague
The Netherlands
www.minbuza.nl

Contact person:

Our ref.
DSH-435/16

Date 16 November 2016
Re Act. nr. 29590, 102g - NLA Syria; Increasing Community
Stabilization in 102g activities

Dear 102e

With reference to your e-mail dated 13 October 2016 I herewith inform you that the requested Netherlands contribution to 102g - NLA Syria; Increasing Community Stabilization in 102g activities" has been approved.

Please find enclosed the decision awarding a grant for the activity referred to above.

An amount of EUR 86,050.- being the first instalment, will be transferred within four weeks from the date of this letter to:

Bank:
IBAN:

102g

For the Minister of Foreign Affairs

102e



**Decision of 16 November 2016
Reference 29590**

Stabilisation and
Humanitarian Aid
Department

1. Decision

I have decided to award you a grant of up to EUR 95,611.-.
The grant is based on article 10.5 of the 2006 Ministry of Foreign Affairs Grant Regulations and is awarded subject to the condition that sufficient funds are made available by the budget legislator

Date
16 November 2016

Our ref.
DSH-435/16

The grant is intended for the activities described in the grant application, activity plan and budget. Implementation of the activities for which the grant is intended must be completed 28 February 2017.

2. Grounds for the decision

I am awarding you a grant in accordance with the grant application referred to as
1029 [redacted] - NLA Syria; Increasing Community Stabilization in 1029 [redacted]
activities",

3. Grant conditions

You must fulfil all the obligations laid down in this decision and in the legislation on which the grant is based. You are responsible for compliance and will bear the consequences of non-compliance.

Legislation

The following legislation is in any case applicable to the grant award:

- section 2 of the Foreign Affairs (Grants) Framework Act;
- the Ministry of Foreign Affairs Grants Decree;
- article 10.5 of the Ministry of Foreign Affairs Grant Regulations 2006;

Notification requirement

You must give immediate notification if circumstances arise that may have a bearing on the grant award.

You must in any case give immediate notification in writing if you consider it plausible that the activities for which the grant was awarded will not be performed in full, at all, or on time, or if you will not be able to meet the obligations attached to the grant. The notification requirement in any case applies if you expect that at least 25% of the next instalment, according to the payment schedule in section 5, will not be spent in the period to which the payment applies, taking account of any funds remaining from previous instalments.

Second, you are required to give immediate notification in writing if you suspect or have discovered irregularities (including fraud or a violation of the contract award procedure) relating to the implementation of the activities for which the grant has been awarded. Your notification should also state the sum involved and the measures taken.

You should send your written notification, including explanatory notes and relevant documentation, to the contact person named in section 8. The notification may lead to a revision of the grant decision, including changes to the prepayment schedule and/or amounts for the remainder of the grant period.

Please consult your contact person (see section 8) if you are uncertain whether or not something needs to be notified.



Accountability

You are required to submit a number of plans and reports for the duration of the activity to ensure that I can monitor the progress of the activities supported. The following table indicates the type of plans and reports required, when they must be submitted and for what period. They are described in more detail below.

Reports must be submitted in PDF format to **dsh-reports@minbuza.nl**, with a cc to the contact person named in section 8.

Stabilisation and
Humanitarian Aid
Department

Date
16 November 2016

Our ref.
DSH-435/16

Type of report	Period covered	Deadline
Final narrative and final financial	1 November 2016 – 28 February 2017	30 April 2017

The final financial report should contain the information needed to determine the definitive amount of the grant. The report must contain an aggregate overview of all estimated and actual revenue (including the grant, the grant recipient's own contribution, funds provided by third parties and interest accrued) and expenditure, where relevant to the subsidised activities, and an overview of the prepayments provided by the Minister. The report must cover the entire grant period and be laid out in the same way as the budget. An explanation must be provided for all budget items that differ substantially from the budgeted revenue and expenditure.

Record-keeping requirements

You are required to keep records of the following: the rights and obligations relevant for determining the grant amount, and the revenues and expenditures. The records and accompanying documentation must be retained for seven years after the definitive grant amount has been determined.

4. Failure to comply with the grant conditions

Failure to comply with the conditions attached to the grant or failure to fully implement any of the activities may lead me to wholly or partially reclaim the grant.

I would also note that the ministry maintains a misuse register with a view to countering misuse of grant funding.

In case of misuse, you may be charged an administrative fine or excluded from applying for future grants.

5. Payment schedule

You will receive a prepayment of *up to 90%* of the grant amount. The first instalment of EUR 86,050,- will be paid within six weeks of the date of this decision.

If you have performed the activities for which the grant was awarded and have fulfilled all the obligations attached to the grant, you will receive the outstanding amount of maximum EUR 9,561.- the definitive grant amount has been determined.



All instalments will be paid by bank transfer to:

Bank:

IBAN:

1029

Stabilisation and
Humanitarian Aid
Department

You must ensure that the grant is visible in your accounts in a way that clearly shows expenditures made and revenues generated using the awarded project funds.

Date
16 November 2016

Our ref.
DSH-435/16

6. The definitive grant amount

Unless you receive information to the contrary, I will determine the definitive grant amount within 13 weeks of receiving the necessary reporting information. The definitive grant amount will be established in a separate decision, on which basis accounts will be settled with you. You must repay any grant funds in excess of the definitive grant amount unconditionally and without delay by bank transfer to account number:

1029

7. Other obligations

- a. Any agreements with third parties regarding the implementation of the subsidised activities must be laid down in writing. Your organisation's policy regarding the prefinancing of implementing organisations must be applied.
- b. Any interest accrued on the grant must be used to finance the implementation of the activities described in your activity plan and must be included in the financial statement. No funds or interest on funds may be used for capital formation or an equalisation reserve.
- c. I am entitled to make use, free of charge, for the purpose of (insert a phrase describing the objectives of the grant in question), of all documents and other products produced in connection with this grant to which you may have intellectual property rights. Where appropriate, I will ask you to issue me with the necessary licences free of charge. You must incorporate a clause to this end in any legal arrangement with third parties.
- d. If I am of the opinion that the specific way in which the activity plan is implemented or changes in circumstances have led to a situation in which the financing of an activity is incompatible with the Dutch government's foreign policy, I will hold consultations with you. On the basis of such consultations, I may give further written instructions.
- e. In implementing the activity plan, you must take account of the fact that the Dutch government may be held responsible under international law for its implementation.
- f. With this in mind, you must refrain from supporting activities whose aim is to undermine the political autonomy of a state or to bring down a lawful government by unlawful means. Whether the one or the other is lawful or unlawful will be determined not only by the views of the government of the country in question, but also in accordance with international standards (including international law).



g. I may investigate or instruct others to investigate the activities carried out pursuant to this decision, including your reports and financial accounts and your compliance with the obligations attached to the grant. In that case you must render every assistance to the official or officials appointed by me to carry out such an investigation and allow them access to the documents relating to the grant. I will bear the costs of any such investigation.

Stabilisation and
Humanitarian Aid
Department

h. You may not offer to or accept from third parties anything of any kind whatsoever, if this could be interpreted as an illegal or corrupt practice. Such practices may provide grounds for the withdrawal of this decision or part thereof.

Date
16 November 2016

Our ref.
DSH-435/16

i. I will withdraw or amend the decision awarding the grant or reduce the grant amount only after consultation with you. Accounts will then be settled on the basis of the costs properly incurred and taking into account any financial commitments for the future that have reasonably been entered into pursuant to the decision.

8. Details of contact person

If you have any questions about this decision,

10 2 e

I wish you every success in implementing the activities.

Yours sincerely,

10 2 e

Postal address:
Ministry of Foreign Affairs
Postbus 20061
2500 EB Den Haag
telephone: 10 2 e

Within six weeks of the date of the decision, a written objection may be lodged with the Minister for Foreign Trade and Development Cooperation, Division DSH, Postbus 20061, 2500 EB Den Haag. Pursuant to section 6:5 of the General Administrative Law Act the notice of objection must be signed and dated and contain at least the name and address of the person submitting it, a description of the decision against which the objection is being lodged and the grounds on which it rests. If possible, a copy of the contested decision should be enclosed.



Ministerie van Buitenlandse Zaken

Aan [redacted] M en R
 Van [redacted] DAM
 Via DGPZ, DGIS
 Kopie aan SG
 Afgestemd met DVB, DSH

TER BESLISSING

Datum
 18 juli 2016
 Onze Referentie
 MINBUZA-2016.339423

Opgesteld door
 [redacted]

memo

Verbreding NLA-programma Syrië: [redacted]

Aanleiding

- Aankondiging in artikel 100-brief d.d. 29 januari 2016 additionele steun te verlenen aan gematigde gewapende Syrische oppositiegroepen;
- Hoge kosten huidige uitvoerder NLA-programma.

Gevraagd besluit

- Uw akkoord met een pilotproject ter waarde van circa € 500.000, uit te voeren door een nieuw geïdentificeerde organisatie, te financieren uit de bestaande reservering voor NLA Syrië uit het stabfonds.

Kern/samenvatting

- De huidige NLA-inspanningen verlopen naar tevredenheid, maar worden uitgevoerd door de commerciële organisatie [redacted] die hoge tarieven hanteert.
- Deze tarieven zijn goed te verantwoorden, gezien de unieke capaciteit van [redacted] om op deze schaal NLA op een verantwoorde manier binnen Syrië te krijgen.
- De [redacted] kan in potentie een betrouwbaar en goedkoper alternatief gaan vormen voor [redacted] maar heeft nog geen trackrecord op het gebied van grootschalige projecten.
- [redacted] snel, effectief, tegen lage kosten en met heldere en gedetailleerde rapportage.
- Het voorliggende project is bedoeld als testcase om te bezien of [redacted] ook grootschaliger projecten naar tevredenheid kan uitvoeren.
- Het project betreft geen levering van NLA direct aan gewapende groepen, maar (het leveren van goederen ten behoeve van) stabilisatieactiviteiten in gebieden onder controle van gematigde gewapende oppositie, uit te voeren onder hun begeleiding en bescherming [redacted]. Hiermee kan hun geloofwaardigheid en positie worden versterkt.
- Er zijn twee gewapende groepen betrokken bij het project: [redacted].
- Indien pilot succesvol verloopt kan overwogen worden een substantiëler deel van (toekomstige) NLA-gelden via [redacted] te gaan besteden.
- Ambtelijk akkoord via stabfondstraject. Gezien potentiële gevoeligheid politiek akkoord gewenst.



Ministry of Foreign Affairs

10 2 e

8/5

Document A69

10 2 g, 10 2 e

Stabilisation and
Humanitarian Aid
Department

Postbus 20061
2500 EB The Hague
The Netherlands
www.minbuza.nl

Contact person:

10 2 e

DSH@minbuza.nl

Date 4 May 2015

Re 27261, Contractnr. DSH0120088; 10 2 g
Support to the Armed Moderate Opposition in Syria

Our ref.
DSH-115/15

Dear 10 2 e

Please find enclosed the contract awarding an assignment for the activity referred to above.

After receipt of a countersigned copy of the contract, the first instalment of USD 2,848,521.34 will be transferred to 10 2 g

10 2 g

For the Minister of Foreign Affairs,

10 2 e

10 2 e



Date: 4 May 2015

Public service contract; contract number: 27261

Stabilisation and
Humanitarian Aid
Department

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague,
represented by the Minister of Foreign Affairs,
legally represented in this matter by 102 e hereinafter referred
to as the Contracting Authority,

Date
4 May 2015

Our ref.
DSH-115/15

and

2. 102 g
which has its registered office in 102 g
legally represented in this matter by 102 e
hereinafter referred to as the Contractor,

WHEREAS:

- 102 g issued a project proposal on or about 13
January 2015;
- The Contracting Authority has accepted this project proposal;
- The Parties wish to lay down the ensuing legal relationship in a written
Contract;

agree as follows:

A number of terms in this Contract are written with initial capitals. The meanings
of these terms are defined in article 1 of the General Government Terms and
Conditions for Public Service Contracts 2014.

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to Support the
Armed Moderate Opposition in Syria as described in the above mentioned proposal
dated 13 January 2015. The Contractor hereby agrees to perform these Services.

1.2 The following documents are an integral part of this Contract. In the event of
inconsistencies, a higher ranked document takes precedence over a lower ranked
document:

1. this document;
2. the General Government Terms and Conditions for Public Service Contracts
2014;
3. the Project Proposal dated 13 January 2015;

1.3 The results of the Services will be delivered in the form of the
submission of Narrative and a Financial report. The report will in
any event contain a description of the results achieved, the methods
and techniques used to generate them, and the conclusions derived from
them. The report should be submitted in electronic form to
DSH-Reports@minbuza.nl.



2. Formation and duration of the Contract

Stabilisation and
Humanitarian Aid
Department

2.1 This Contract is formed once it has been signed by both Parties.

2.2 The agreed Services will be performed in the period from 1 May 2015 to 31 December 2015.

Date
4 May 2015

Our ref.
DSH-115/15

2.3 If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

3. Price and other financial provisions

3.1 Payment will be made as follows:

A sum of USD 2,848,521.34 after the receipt of a countersigned version of this contract.

3.2 Final payment of maximum USD 712,130.34 will be made once the results of the Services have been accepted.

4. Contacts / project managers

4.1 The Contracting Authority's contact is 10 2 e The Contractor's contact is 10 2 e

5. Time and place

5.1 The Services will be performed in Syria.

6. Other Terms and Conditions

6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2014 (see Annex), [of which the Parties have already received a copy], in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.



7 User rights

Stabilisation and
Humanitarian Aid
Department

7.1 Articles 24.1, 24.5 and 24.6 of the General Government Terms and Conditions for Public Service Contracts 2014 do not apply.

7.2 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

Date
4 May 2015

Our ref.
DSH-115/15

8. Declaration of integrity

The Contractor hereby declares that It has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

9. Final provisions

9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

9.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, 4 May 2015

For the Minister of Foreign Affairs

10 2 e

10 2 g, 10 2 e



Ministry of Foreign Affairs

10 2 g, 10 2 e

Stabilisation and
Humanitarian Aid
Department

Postbus 20061
2500 EB The Hague
The Netherlands
www.minbuza.nl

Contact person:

10 2 e

DSH@minbuza.nl

Date 29 April 2016

Re Act. nr. 28374 10 2 g – Support to the Armed
Moderate Opposition in Syria

Our ref.
DSH-113/16

Dear 10 2 e

Please find enclosed the contract awarding an assignment for the activity referred to above.

After receipt of a countersigned copy of the contract, the first instalment of USD 3,000,000.-- (90% of the total contribution) will be transferred to

10 2 g

For the Minister of Foreign Affairs,

10 2 e

Date: 29 April 2016

Public service contract

Contract number: 27261

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Foreign Affairs, legally represented in this matter by [redacted] hereinafter referred to as the Contracting Authority,

and

2. [redacted] which has its registered office in [redacted] legally represented in this matter by [redacted] hereinafter referred to as the Contractor,

WHEREAS:

- [redacted] issued a project proposal on 1 December 2015;
- The Contracting Authority has accepted this project proposal;
- The Parties wish to lay down the ensuing legal relationship in a written Contract;

agree as follows:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2014.

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to Support the Armed Moderate Opposition in Syria as described in the above mentioned proposal dated 1 December 2015. The Contractor hereby agrees to perform these Services.

1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this document;
2. General Government Terms and Conditions for Public Service Contracts 2014;
3. the Project Proposal dated 1 December 2016;

1.3 The results of the Services will be delivered in the form of the submission of Narrative and a financial report. The report will in any event contain a description of the results achieved, the methods and techniques used to generate them, and the conclusions derived from them. The report should be submitted in electronic form to

DSH-reports@minbuza.nl.

Stabilisation and
Humanitarian Aid
Department

Date
29 April 2016

Our ref.
DSH-113/16

2. Formation and duration of the Contract

2.1 This Contract is formed once it has been signed by both Parties.

2.2 The agreed Services will be performed in the period from 1 April to 31 December 2016.

Date
29 April 2016
Our ref.
DSH-113/16

2.3 If the Services have not been performed in full in accordance with the Contract within the agreed or extended term, the Contractor will immediately pay a penalty of 0.1% of the total or maximum price specified in the Contract for each day that it fails to perform the Services as agreed, up to a maximum of 10% thereof. If, other than through force majeure, the Contractor is permanently unable to perform the Services as agreed, the penalty will be immediately payable in full.

The penalty will be payable to the Contracting Authority, without prejudice to all other rights and claims, including

- a. the right to demand that the Services be performed as agreed;
- b. the right to damages.

The penalty will be set off against amounts payable by the Contracting Authority regardless of whether the claim for payment of such amounts has been transferred to a third party.

3. Price and other financial provisions

3.1 Payment will be made as follows:

A sum of USD 3,000,000.-- after the receipt of a countersigned version of this contract.

3.2 Final payment of maximum USD 333,333.-- will be made once the results of the Services have been accepted.

4. Contacts / project managers

4.1 The Contracting Authority's contact is [REDACTED] The Contractor's contact is [REDACTED]

5. Time and place

5.1 The Services will be performed in Syria.

6. Other Terms and Conditions

6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2014 (see Annex), [of which the Parties have already received a copy, in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.

7 User rights

7.1 Articles 24.1, 24.5 and 24.6 of the General Government Terms and Conditions for Public Service Contracts 2014 do not apply

Stabilisation and
Humanitarian Aid
Department

7.2 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

Date
29 April 2016

Our ref.
DSH-113/16

8. Conditions applicable to non-policy-oriented research

8.1 (General)

- a. The Contracting Authority will not use the research methods developed by the Contractor under the latter's own management without the Contractor's permission.
- b. The Contracting Authority itself may at any time analyse or otherwise process the research data, or have such analysis or processing carried out, or complete the research, or have it completed.

8.2 (Transfer of title to research material)

The Contractor transfers to the Contracting Authority, which transfer the Contracting Authority accepts, the title to all the material received, acquired and/or produced and processed by the Contractor for the purpose of the research, in so far as the Contractor has that material at its disposal and in so far as it records data that is part of the research. The transfer takes place by virtue of the fact that both Parties hereby declare that the Contractor will keep the material referred to for the Contracting Authority. The material to which the title is to be transferred does not include the material that records the addresses used for the purpose of the research, unless this material was obtained through or on the instructions of the Contracting Authority.

9. Declaration of Integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

10. Final provisions

10.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

10.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

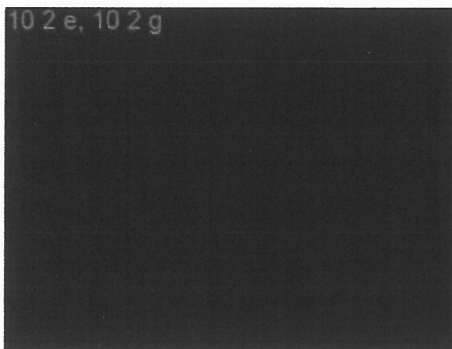
The Hague, 29 April 2016

For the Minister of Foreign Affairs

10 2 e



10 2 e, 10 2 g

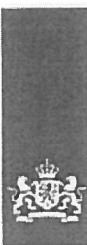


Stabilisation and
Humanitarian Aid
Department

Date
29 April 2016

Our ref.
DSH-113/16

Annex: ARVODI 2014



Ministry of Foreign Affairs

10 2 g, 10 2 e
[Redacted]

**Stabilisation and
Humanitarian Aid
Department**

P.O. Box 20061
2500 EB The Hague
The Netherlands
<http://www.government.nl>

Contact

[Redacted]
DSH@minbuza.nl

T [Redacted]

Date 19 July 2017
Re 10 2 g
Activity no. 28374; Contract. No. DSH0121510

**Our reference
DSH-266/17**

Dear 10 2 e [Redacted]

I herewith inform you that the DAMOS 2 report covering the period December 2015 to January 2017, has been approved.

Based on the abovementioned report and with reference to Article 3.3 of Public Service Contract dated 7 December 2015 with ref.no. DSH-557/15 and Article 3.2 of Public Service Contract dated 28 April 2016 with ref.no. DSH-113/16, I have decided to approve your invoice no. 13 dated 28 April 2017 and transfer an instalment of USD 777,777.- to the following bank account:

Bank: [Redacted]
Address: [Redacted]
Name of Beneficiary: [Redacted]
Account #: [Redacted]
SWIFT: [Redacted]

Kind regards,
For the Minister of Foreign Affairs,

10 2 e [Redacted]

Stabilisation and Humanitarian Aid Department



Ministry of Foreign Affairs

102g, 102e

Stabilisation and
Humanitarian Aid
Department

Postbus 20061
2500 EB The Hague
The Netherlands
www.minbuza.nl

Contact person:

102e

DSH@minbuza.nl

Date 24 November 2016

Re Act. nr. 28374 102g - Evaluation non-lethal assistance Syria

Our ref.
DSH-484/16

Dear 102e

Please find enclosed the contract awarding an assignment for the activity referred to above.

Please return a countersigned copy of the contract to DSH

102e

For the Minister of Foreign Affairs

102e

Date: 24 November 2016

Public service contract (ARVODI-2014)

Contract number: **28374**

The undersigned:

1. The State of the Netherlands, which has its seat in The Hague, represented by the Minister of Foreign Trade and Development Cooperation, legally represented in this matter by [REDACTED], hereinafter referred to as the Contracting Authority,

and

[REDACTED] which has its registered office in [REDACTED] legally represented in this matter by [REDACTED] hereinafter referred to as the Contractor,

WHEREAS:

- The Contracting Authority requires an evaluation of the Dutch NLA programme;
- [REDACTED] issued a proposal on 31 October 2016;
- The Contracting Authority has accepted this proposal;
- The Parties wish to lay down the ensuing legal relationship in a written contract;

agree as follows:

A number of terms in this Contract are written with initial capitals. The meanings of these terms are defined in article 1 of the General Government Terms and Conditions for Public Service Contracts 2014 (ARVODI 2014).

1. Object of the Contract

1.1 The Contracting Authority hereby commissions the Contractor to perform an Evaluation of the Dutch non-lethal assistance Syria as described in the above mentioned proposal dated 31 October 2016. The Contractor hereby agrees to perform these Services.

1.2 The following documents are an integral part of this Contract. In the event of inconsistencies, a higher ranked document takes precedence over a lower ranked document:

1. this document;
2. the General Government Terms and Conditions for Public Service Contracts 2016 (ARVODI 2014);
3. the Project Proposal dated 31 October 2016;

Stabilisation and
Humanitarian Aid
Department

Date
24 November 2016

Our ref.
DSH 484/16

2. Formation and duration of the Contract

2.1 This Contract is formed once it has been signed by both Parties.

2.2 The agreed Services will be performed in the period from 14 November 2016 to 30 January 2017.

Stabilisation and
Humanitarian Aid
Department

Date
24 November 2016

Our ref.
DSH-454/16

3. Price and other financial provisions

- 3.1 The Contractor will invoice retrospectively, based on the actual costs. The maximum sum to be invoiced by the Contractor is € 59.942.22 (including VAT). If the Contractor expects to exceed this sum, the Contractor will notify the Contracting Authority in writing immediately.
- 3.2 It is expressly agreed that if the Contractor does not charge VAT but some or all of the Services are not exempt from VAT, the Contracting Authority will not be liable to pay the VAT in question.
- 3.3 The fee covers all Services to be performed by the Contractor under this Contract, plus any materials needed for this purpose.
- 3.4 The agreed rates are fixed and invariable during the term of this Contract.
- 3.5 Payment will be made once the results of the Services have been accepted.
- 3.6 The Contractor will send the invoice, quoting the above-mentioned contract number to: DSH-reports@minbuza.nl

4. Contacts / project managers

4.1 The Contracting Authority's contact is [REDACTED]. The Contractor's contact is [REDACTED].

5. Time and place

5.1 In principle, the Services will be performed in Syria.

6. Other Terms and Conditions

6.1 This Contract is governed exclusively by the General Government Terms and Conditions for Public Service Contracts 2014 (see Annex), in so far as this Contract does not contain any provisions to the contrary. Any general and special terms and conditions drawn up by the Contractor do not apply to this Contract.



7. User rights

7.1 Articles 24.1, 24.5 and 24.6 of the General Government Terms and Conditions for Public Service Contracts 2014 (ARVODI 2014) do not apply

7.2 The Contractor grants the Contracting Authority a non-exclusive, irrevocable right for an indefinite period to publish or reproduce the results of the Services, or have them published or reproduced, which right the Contracting Authority accepts, such in the widest possible sense, regardless of the method of use or reproduction and regardless of whether such use or method of reproduction is known when this Contract is signed.

Stabilisation and
Humanitarian Aid
Department

Date
24 November 2016
Our ref.
DSH-484/16

8. Declaration of integrity

The Contractor hereby declares that it has not offered or given members of the Contracting Authority's Staff any benefit in order to obtain the contract nor arranged for them to be offered or given any such benefit. It undertakes not to do so in the future with a view to inducing any members of the Contracting Authority's Staff to perform or refrain from performing any act.

9. Final provisions

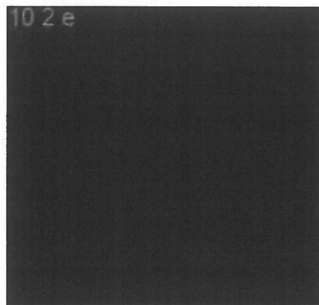
9.1 Any derogations from this Contract are binding only if they have been expressly agreed by the Parties in writing.

9.2 Any written or oral agreements previously made by the Parties about the Services that are the object of this Contract are nullified by the signature of this Contract.

Done on the later of the two dates stated below and signed in duplicate.

The Hague, 24 November 2016

For the Minister of Foreign
Trade and Development Cooperation



Annex: ARVODI 2014

March 21, 2018

102e

Ministry of Foreign Affairs of the Netherlands
Programme Delivery Division
Department for Stabilisation and Humanitarian Aid (DSH)

RE: Request to Convene Unit Commanders Meeting

Dear 102e

In response to discussions with representatives of the Government of the Netherlands, Ministry of Foreign Affairs, 102g recipient of Contract No. 4000000564, Dutch Support to the Armed Moderate Opposition in Syria (DAMOS III), hereby confirms that we have completed the scope of work incorporated by reference in the above-mentioned contract within the period of performance established by Clause 2, 1 August 2017 to 31 January 2018.

Through discussions with representatives from the Ministry of Foreign affairs, 102g has received the request to convene a meeting in 102g with beneficiary unit Commanders in 102g to meet with Netherlands officials. Due to the nature of DAMOS III contract, 102g does not interpret this request to convene a meeting with the unit Commanders as necessitating a No Cost Extension (NCE) to extend the period of performance of the contract.

In response to this request to convene the beneficiary meeting, and in the spirit of the activities completed under DAMOS III and 102g continued investment in this work, 102g will convene this meeting as a separate cost outside of the scope and budget of the DAMOS III contract, and at no cost to the Netherlands government.

As a foremost implementer of Syrian assistance, 102g has demonstrated its dedication to this type of work through the successful implementation of programming in Syria 102g including through its work with the Ministry of Foreign Affairs and the Government of the Netherlands. As such, we look forward to continuing to work in close collaboration with the Government of Netherlands through future activities to provide support in response to the Syrian crisis, once your governmental review of Syria programming is complete. Please do not hesitate to contact us for further discussions of the previous work, or to discuss future potential work design that will be impactful.

Sincerely,

102e

102g

Van: [REDACTED]

Aan: DAW

Kopie: DGPZ, DGIS, Stabfondscommissie, DSH, DVB, SG, PS, COM en PA-R

Kenmerk: ENV-2017.1941

Datum: 20 maart 2017

Onderwerp: NLA-programma Syrië: aanvullende bijdrage

R akkoord met gevraagd besluit.



10 2 e

vertrouwelijk

Aan
Van
Via
Kopie aan
Afgestemd met

M en R
DAM
DGPZ
SG, DGIS en Stabfondsc commissie
DSH en DVB

TER BESLISSING

Datum

15 maart 2017

Onze Referentie

MINBUZA-2017.423737
ENV-2017.1941

Versie M

MINBUZA-2017.423736
ENV-2017.1940

Opgesteld door

10 2 e

memo

NLA-programma Syrië: aanvullende bijdrage

Aanleiding

Uitputting eerder toegezegde bijdragen aan *Non-Lethal Assistance* (NLA) programma voor Syrië en aanwijzing M tijdens de Syrië-brainstorm op 25 januari jl. dat het programma voortgezet dient te worden.

Gevraagd besluit

Uw akkoord met uitbetaling van een overbruggingsbijdrage (EUR 1 mln.) aan het NLA-programma, te financieren uit de bestaande reservering in het Stabiliteitsfonds.

afgehoord

Kern/samenvatting

- Eind oktober jl. gaf u akkoord voor de uitbetaling van de derde en tevens laatste tranche van NLA uit 2016 (EUR 2,8 mln.). Deze tranche is nagenoeg uitgeput.
- Binnen het Stabiliteitsfonds is voorgesteld om in totaal 10 mln. te reserveren voor NLA in 2017 (ENV 2017.1363). Binnenkort zal u een voorstel toegaan voor de manier waarop deze gelden kunnen worden verdeeld.
- Op dit moment is akkoord benodigd voor een overbruggingsbijdrage om continuïteit van het programma te garanderen.
- Advies is daarom om EUR 1 mln. toe te kennen aan de hoofduitvoerder van het programma 10 2 g zodat het huidige programma niet wordt onderbroken en voorkomen wordt dat deze steun onbedoeld zou wegvallen voor de oppositie aan de vooravond van de volgende ronde onderhandelingen in Genève (gepland voor 23/3).
- DAM, DSH en DVB zullen 10 2 g een monitoringsbezoek brengen aan 10 2 a om met uitvoerders, commandanten en bedrijf 10 2 g, dat recent evaluatie van NLA uitgevoerd heeft, te spreken. Tijdens het bezoek zullen de resultaten van de evaluatie worden besproken. Vanwege de ontwikkelingen 10 2 a is dit bezoek uitgesteld en wordt nu gezocht naar een nieuwe datum.

Toelichting

- NLA is *non-lethal* (NLA)-steun aan gematigde gewapende Syrische oppositiegroepen. Het doel van deze steun is om de gematigde krachten, die tussen Assad, ISIS en andere extremisten in de verdrukking dreigen te raken te helpen overleven.

- Bij de verdeling van de gelden voor 2017 zal besloten moeten worden welk bedrag als subsidie 102g zal worden vergeven en welk bedrag aan 102g zal moeten worden gegund.
- 102g is een professioneel bedrijf dat het NLA-programma voor NL vanaf het begin heeft uitgevoerd. Het heeft echter hoge overheadkosten.
- 102g is een 102g organisatie 102g, maar efficiënt en 102g. In 102g is 102g begonnen met een pilot om te bekijken of de 102g vanaf 2017 een (gedeeltelijk) alternatief kan zijn voor hoofduitvoerder 102g
- De voorgestelde betalingen aan 102g (in meerdere tranches) zullen afzonderlijk aan u worden voorgelegd.

Datum
15 maart 2017

Onze Referentie
MINBUZA-2017.423737
ENV-2017.1941

Versie M
MINBUZA-2017.423736
ENV-2017.1940



Ministerie van Buitenlandse Zaken

Aan
Van
Via
Kopie aan
Afgestemd met

Stabiliteitsfondscommissie
DAM
DSH CU
SG
DVB, DSH, IST-Syrië

TER BESLISSING

Datum
18 oktober 2016
Onze Referentie
MINBUZA- 2016.698057

Opgesteld door

10 2 e

memo

NLA-programma Syrië: 10 2 g

Aanleiding

- Aankondiging in artikel 100-brief d.d. 29 januari 2016 additionele steun te verlenen aan gematigde gewapende Syrische oppositiegroepen.

Gevraagd besluit

- Uw akkoord met een aanvullende bijdrage ("top-up") van € 95,610.90, te financieren uit de bestaande reservering voor NLA Syrië uit het stabfonds.

Kern/samenvatting

- De 10 2 g s 10 2 g begonnen met herstel van enkele essentiële diensten in Noord-Syrië ter versterking van de legitimiteit van de gematigde gewapende oppositie in dit gebied.
- De uitvoering van deze stabilisatieactiviteiten verloopt naar tevredenheid van het regionale Syriëteam. Op 10 2 g brachten DAM en IST-SYRIE een bezoek aan 10 2 g en is de voortgang besproken.
- De eindrapportage van het project is in voorbereiding, in lijn met de in de beschikking vermelde vereisten. De post houdt scherp toezicht op de naleving van deze vereisten.
- Een aantal kleine projecten uit het budget van de Speciaal Adviseur voor Syrië (IST-Syrië) werd door 10 2 g reeds uitstekend uitgevoerd: snel, effectief, tegen lage kosten en met heldere en gedetailleerde rapportage.
- 10 2 g heeft een aanvraag gedaan voor een aanvullende bijdrage ("top-up") van € 95,610.90 voor 10 2 g in 10 2 g ter bevordering van

From: 102 e
 To: [REDACTED]
 Subject: RE: ook M akk met NLA!
 Date: maandag 10 juli 2017 18:36:14

From: 102 e
 Sent: maandag 10 juli 2017 16:42:54
 To: 102 e
 Subject: RE: ook M akk met NLA!

M gaf nog de volgende aanwijzing:

"Lijkt me juiste afweging. Wel vooral ook eerste recommendation to improve service delivery
 serieus nemen 102 g

Ter info, die eerste aanbeveling luidt voluit:

"Recommendation to improve programme delivery:

1. Establish lines of communication with each of the groups operating under 102 g to improve coordination
2. Introduce regular meetings with groups to review and update plans and timelines
3. Allow groups to influence the schedule of deliveries, so that certain items can be delivered sooner or later according to needs on the ground
4. Establish purchase committees to oversee in-country purchases of items banned from export"

11

From: 102 e
 Sent: maandag 10 juli 2017 16:39
 To: 102 e
 Subject: FW: ook M akk met NLA!

11

From: 102 e
 Sent: maandag 10 juli 2017 15:10:16
 To: 102 e
 Cc: [REDACTED]
 Subject: FW: ook M akk met NLA!

From: 10 2 e
To: [redacted]
Cc: [redacted]
Subject: RE: DAMOS - Makes and Models of Electronics
Date: dinsdag 23 februari 2016 10:10:31

Hallo 10 2 e

Geen probleem.

Groet,

10 2 e

From: 10 2 e
Sent: maandag 22 februari 2016 17:22
To: 10 2 e
Subject: FW: DAMOS - Makes and Models of Electronics

Hallo 10 2 e

We zijn ook van plan de onderstaande goederen te leveren aan Syrische strijdgroepen. Is allemaal consumentenelektronica maar ik leg het toch maar even aan je voor, voor de volledigheid.

Groet,

10 2 e

- Standard laptops

- 10 2 g [redacted]
 - [redacted]
 - [redacted]

- High performance laptops

- 10 2 g [redacted]
 - [redacted]
 - [redacted]

- Hard drives

- 10 2 g [redacted]
 - [redacted]
 - [redacted]

- 10 2 g [redacted]
- [redacted]

- 10 2 g [redacted]
- [redacted]

From: 10 2 e
Sent: maandag 22 februari 2016 17:06
To: 10 2 e
Subject: FW: DAMOS - Makes and Models of Electronics

Bijgaand de merken en typenummers van de gevraagde electronica (laptops, tel, tablets).

Tbv het memo.

Groet 102 e

From: 102 e
Sent: maandag 22 februari 2016 17:22
To: 102 e
102 e
Subject: Re: DAMOS - Makes and Models of Electronics

102 e

Please see below for the remaining electronics. Three options with similar specs are provided for the laptops and hard drives so that we can find the lowest price items that meet the beneficiaries' request. We will not necessarily procure all three models.

- Standard laptops

- 102 g
-
-

- High performance laptops

- 102 g
-
-

- Hard drives

- 102 g
-
-

- 102 g

-

- 102 g

-

Let me know of any questions.

Best,
102 e

On Fri, Feb 12, 2016 at 10:21 PM, 102 e wrote:
Thanks for this 102 e Brgrds from the Netherlands, 102 e

Verzonden via mijn iPad.

From: 102 e
Sent: vrijdag 12 februari 2016 21:18:35
To: 102 e
Subject: DAMOS - Makes and Models of Electronics

10 2 e

Below are the makes and models for electronic equipment that we have been able to confirm with the units.

- 10 2 g digital radios - 10 2 g 10 2 g
- 10 2 g repeater and base station - 10 2 g 10 2 g
- 10 2 g
- 4K Ultra HD Camcorder 10 2 g 10 2 g

Though 10 2 g originally requested a mix of digital radios with and without a screen, they changed their request to all without screen models in our latest communications. After discussing estimated delivery times of different models, 10 2 g confirmed that they would like the 10 2 g handheld digital radios. They did not indicate a preference for base station but our procurement team identified 10 2 g a compatible model.

Additionally, we have narrowed down the video cameras to 10 2 g makes and models. 10 2 g specifically requested the 10 2 g 10 2 g did not request a specific model but indicated that they wanted cameras around 10 2 g so our procurement team identified the 10 2 g as a lower cost alternative to 10 2 g. We still need to confirm with 10 2 g which model they prefer.

We should have final models for laptops confirmed by next week.

10 2 e

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10 2 e

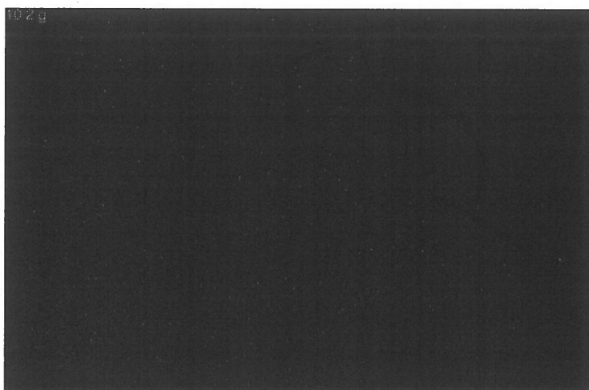
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Evaluative Review of the Netherlands Non-Lethal Assistance to Armed Moderate Groups in Syria (DAMOS)

Final Report

Submitted to:
Government of the
Netherlands

1020 2017



Not for External Distribution

*

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Executive Summary

Background: The Netherlands Non-lethal Assistance to Armed Groups in Syria (DAMOS) delivered USD 8.2 million of support to six moderate armed opposition groups between [REDACTED]

The aims of this review are 1) to verify that beneficiaries are receiving the support 2) to assess the utility of provided items for the groups receiving them and 3) review the strengths and weaknesses of the implementers M&E systems.

Findings: this review finds that:

1. Recipients are receiving all items in the quantities stated, and that deliveries are being carried out with efficient and professional procedures;
2. The project is delivering essential support and commanders wish to see the programme continue. Most important items are food baskets, which are important for retaining fighters and for extending support to civilian populations. Vehicles are also essential, and provide critical logistical capability. Other important items include generators and communications equipment (mobile phones and internet satellite equipment).
3. While monthly reports provide good concise accounts of progress made against plans, the project's M&E systems have a number of fundamental weaknesses, and are unable to capture the impact that support is making for the groups and the communities they serve.

Recommendations: the review offers the following recommendations for improving programme delivery and strengthening M&E:

Recommendations to improve programme delivery:

1. Establish lines of communication with each of the groups operating under [REDACTED] to improve coordination
2. Introduce regular meetings with groups to review and update plans and timelines
3. Allow groups to influence the schedule of deliveries, so that certain items can be delivered sooner or later according to needs on the ground
4. Establish purchase committees to oversee in-country purchases of items banned from export

Recommendations to improve M&E systems:

1. Improve precision of reporting
2. Include key developments with the groups, so that support can be seen in context.
3. Develop results framework, linking support delivered to anticipated results, and create an accompanying set of indicators for measuring progress
4. Expand scope of monitoring and make it more balanced
5. Introduce quarterly or semi-annual results reporting as a complement to monthly reports

1. Introduction

1.1 Programme background

The Netherlands Non-lethal Assistance to Armed Groups in Syria (DAMOS) programme is a multi-year programme to deliver assistance to six armed groups. Under contract 28374, the Government of the Netherlands paid the implementer USD 3 million to deliver an estimated USD 8.2 million of support during the period 102 g.

The programme provided a range of items such as food and water, vehicles, electronics, hygiene and medical equipment, clothing, and electrical generators. The aims of this support are to help sustain moderate Syrian opposition groups through the escalating conflict and challenging winter conditions.

1.2 Purpose of this review

The Government of the Netherlands commissioned this review in order to provide an independent assessment of the support, and to provide recommendations for future improvements. The review was aimed at answering three questions:

1. Are beneficiaries receiving the items?
2. How useful is the material provided under the support?
3. What are the strengths and weaknesses of reporting and M&E

1.3 Approach to the assessment

Coverage: Syrian field officers visited 24 locations within 102 a to conduct 46 interviews of members of supported groups (see Table 1). Supported groups, and specifically field commanders, were very positive and responded well to the interview questions. In addition, personal interviews were undertaken with unit commanders to verify responses from field officers.

Table: Number of locations and interviews conducted with each supported group		
GROUP	# LOCATIONS	# RESPONDENTS
102 g	2	3
	3	4
	4	7
	4	7
	3	5
	6	20
TOTAL	24	46

Summary of figures from Appendix 2

Desk review: A detailed review of implementers monthly reports was undertaken to understand who the programme is supporting, how it is operating, and what has been provided. The document review also involved a review of the implementers results reporting, and an appraisal of the strengths and weaknesses of its M&E systems.

Fieldwork: field officers were dispatched to visit armed groups within Syria. Officers were interviewed at unit Headquarters and central warehouses, as well as at field locations. Interview guides were prepared to gather information that 1) verify that material is arriving from the implementer as stated, 2) check that material is being distributed to field operations and used and 3) gather a range of perspectives about utility of material provided.

Data Collection Tools: included: 1) detailed equipment lists, which included gathered together all items reported to have been delivered to each group. These lists were reviewed by interviewees to confirm

¹ 102 g (see Appendix 1)

material has been received; 2) Interview guides for a) group commanders and/ logistics officers, and; b) field commanders and fighters.

2. Findings

2.1. Delivery and reception of goods

Good relationships and professional procedures: interviewees all report good relationships with their points of contact, with the both the implementer and the Government of Netherlands. Procedures are clear and professional. Respondents report that they are generally notified two days prior to delivery, and told what will be in the shipment. Shipments contain the items they say, and in the quantities foretold.

Internal procedures of armed groups: for most groups, there appear to be reasonably clear lines of command, with effective communication channels to report problems and deal with them. [REDACTED]

[REDACTED] several interviewees report that there are not channels to report problems, local commanders are often not informed about quantities of goods they will receive, and do not know whether they are receiving what they should.²

The vast majority of interviews report no issues with delivery and receipt of goods. Two cases however indicate issues with some groups internal distribution systems. In the first, an [REDACTED] unit in 102 g reports that the weight of food baskets reduced by 10%. In the second case, [REDACTED] reports that a) he is not aware of what they are supposed to receive because documentation about materials is not provided, and material has been delivered in damaged boxes and shipping procedures puts food at risk. One respondent observed that the same items in food baskets appear in local markets, suggesting some material may be being diverted for sale.

Quality: overall, the quality of goods received by armed groups is reported to be good. One exception however is used vehicles, whose quality varies. One group 102 g complained that provided vehicles were poor quality and subject to frequent repair.

Border restrictions: changing export rules and delays at the border are a deep source of frustration for several groups. 102 a border controls have been progressively tightening, creating delays with some items and stopping export of others, making it difficult for groups to plan.

2.2 Use and utility of support

Utility of provided items: Across the groups, food baskets and vehicles are most frequently mentioned as the most important item (See Table 2). 102 g

Interviews show that food is important for maintaining the morale of fighters. The knowledge that their families needs are being met sets fighters minds at ease, and mitigates the tendency to find other work or join other militias. Food baskets are also important for extending support to local communities. 102 g in particular shows an acute awareness of the needs of local populations, frequently stating that baby milk is the most important food item they receive.

² 102 g

Table 2: Summary of uses of provided problems, ranked by number of times mentioned as "most Important"

ITEMS	# Mentions: "Most useful"	DESCRIBED UTILITY	# Mentions	# Groups	GROUPS
Food	23		10	6	102 g
		Boosting morale/ building cohesion	7	4	
		Support local populations	3	2	
Vehicles	12		18	3	
		Move fighters to frontlines	11	3	
		Fight on distant frontlines	1	1	
		Facilitate transport/ logistical support	3	2	
		Move wounded to medical points	2	1	
		Made work faster	1	1	
Ambulances/ med. equip	3		4	1	
		Established medical centre to treat injuries/ Important to hospitalise civilians and fighters	4	1	
Laptops	4		14	4	
		Helps with admin/ office work	7	3	
		For video production, design & media	7	2	
Tooways/ Internet	1		6	1	
		Made unit's work faster	1	1	
		Linked bases/ improved communication	4	1	
		Stopped using when 102 a telecoms b/c available	1	1	
		Wi-Fi devices, not useful	1	1	
Phones	1		3	2	
		Communications between members	1	1	
		Solved a main problem of the problem	2	1	
Generators	0		6	2	
		Helped establish bases	5	2	
		Increased faction readiness	1	1	

Vehicles have also been essential. They permit groups to control territory by moving equipment and personnel to and from frontlines, and transporting injured fighters to medical points.

Complications arising from support: it is clear that some armed groups struggle to absorb support. For example, 102 g mentioned that vehicles and generators need fuel, which impose costs that must be met. 102 g commander commented that "supplied materials sometimes come with standard specifications that do not match the faction's needs", giving the example that generators with greater than 50 KV capacity cannot be acquired. 102 g mention that the used vehicles they received were poor quality, break down frequently, and need expensive repairs. 102 g mentioned that support imposes warehousing and shipping costs, which are difficult to cover.³

³ 102 g officers report that they pay rent of USD 1,000 per month to store food baskets and other items, and bear the cost of guarding them. They also say they also need a fund to cover fuel and transport expenses.

Requests for additional support: in order to understand relevance of provided support, respondents were asked if there were different or additional support that they needed. Their responses are summarised in Table 3.

Overall, groups frequently respond that the provided support is good, but the level of need is enormous and higher quantities are required. This is especially the case with basic items like food baskets, blankets, and clothing. There were requests for additional items like heating materials, cleaning kits, woollen gloves and the like. 102 g officers in 102 g mention that the reality of the war means that higher quantities of vehicles and generators are often needed, as their bases are targeted by airstrikes and items are sometimes destroyed.

Table 3: Summary of needed items				
Requested items	Comments/ needs	# Mentions	# Groups	Groups
INCREASE FOOD		21	4	102 g
Increase overall	"Provide twice per month for fighters" 102 g	7	3	
Include cooking oil		9	1	
Include canned food	Quick means for frontlines	5	1	
Increase sugar	Currently cannot export from 102 g	2	2	
Increase rice		1	1	
Increase wheat	Seen as important staple	1	1	
Include cheese, halva	Quick meals for frontlines	1	1	
CONSTRUCTION EQUIPMENT		11	5	
Drilling equipment	For drilling wells	3	3	
Excavators, bulldozers	Building fortifications/ underground bunkers	8	4	
Track loaders, transport equipment	To move food/ heavy equipment	5	3	
Forklift	For loading goods	2	1	
VEHICLES		8	5	
Provide some vehicles	Did not receive vehicles; want some	2	1	
Increase vehicles		3	3	
Large buses (24 passengers)	For moving larger numbers of fighters	1	1	
Ambulance	Transport injured	1	1	
Large transport vehicles	To transport equipment and materials from one place to another	1	1	
CLOTHING		7	3	
Clothing	"Locals need clothing, blankets and heating materials"	1	1	
More uniforms	Enable members to distinguish friend & foe	2	2	
Winter clothing		2	1	
Shoes/ Footware		2	2	
LANDMINE REMOVAL EQUIPMENT		6	3	
Detection equipment		6	3	
Protective vests		5	2	
COMMUNICATIONS EQUIPMENT		6	4	
Radios		4	3	

Table 3: Summary of needed items				
Requested items	Comments/ needs	# Mentions	# Groups	Groups
"Comms equipment"	"We need modern communications equipment"	2	2	
"Internet equipment"		1	1	
SUPPORT FOR PRODUCTIVE PROJECTS		6	3	
Industrial	Fuel refinery, gas station, bakeries, lathe workshops	5	3	
Reconstruction		1	1	
MEDICAL SUPPLIES		6		
Equip. for hospitals	Modern lab/ imaging equipment	2	2	
TANKS AND LIQUID STORAGE		5	2	
Water tanks		2	1	
Fuel tanks		2	1	
Water tankers		1	1	
GENERATORS		4	3	
Diesel generators		3	2	
Higher voltage	Limited to standard specifications; would like higher powered generators (> 50 MV)	1	1	
CLEANING KITS		4	2	
NIGHT VISION CAPABILITIES		3	2	
Night binoculars	To monitor the movements of the enemy			
Thermal cameras	To detect infiltration attempts of the enemy			
PORTABLE VIDEO CAMERAS		2	1	
Go-Pro cameras	For filming battles			
LAPTOPS		1	1	
Higher specification	Needed for media production	1	1	
CLEAN FUEL		1	1	

Groups also identified a range of other equipment they need, which are not currently provided under the programme, highlighting the range of challenges they face (see Table 3). Nearly all groups said they need heavy construction equipment to help deal with a number of fundamental needs. Three groups 102 g said they need drilling equipment for drilling wells. Four 102 g requested excavators and bulldozers for building fortifications and underground bunkers. Others said they need equipment like track loaders, cargo trucks and forklifts to load and move equipment and food that the programme provides.

Groups working on the frontlines and in areas formerly occupied by ISIS identified protective equipment. One was landmine detection equipment and protective clothing to clear mines from areas formerly occupied by ISIS. These groups also requested night binoculars and thermal cameras, to help monitor enemy movements at night, and to detect ISIS attempts to infiltrate defensive positions and villages at night.

It is not only goods and equipment that are needed. Financial resources also appear to be in short supply. As reported, 102 g said that financial support would be helpful to cover warehousing and shipping costs, and to cover costs of fuel to keep vehicles and generators running. Similarly, 102 g

102 g mentioned they would like to start "industrial projects" with small start-up and maintenance grants, as a way to both generate income and to manufacture basic needed materials. They gave examples such as bakeries, lathe workshops, gas stations and local small scale oil refining facilities to help address the problem of poor quality fuel.

Requested procedural improvements: Beyond material support, several commanders suggested procedures to improve predictability of the support they receive. These included preparing and committing to work plans and timelines, carrying out a detailed study into border restrictions to better define allowable materials and ensure requests are compliant, conducting periodic review processes, and allowing deliveries to be delayed or sped up, according to the situation on the ground. Delivery could for example be managed via an app-based information system.

Table 4: Procedural improvements

Area for improvement	Need/ Comment	# Mentions	# Groups	Groups
Establish work plans	Establish 3 month work plans with targets and timelines	2	2	102 g
Item selection	Support should be more oriented to unit needs, rather than limited to items from implementer's list	1	1	
Improve delivery processes	Speed up delivery	2	2	
	Fix dates of delivery	1	1	
	Allow delivery of certain items to be delayed or sped up, according to unit needs	1	1	
	Change delivery location	1	1	
Communications	Establish communications channels	1	1	
	Improve communications efficiency	1	1	
Study into border restrictions	Clear understanding of restrictions to ensure orders comply	1	1	
Form purchase committees	For making in-country purchases of items not approved for 102 a export	1	1	
Meetings for coordination and review	Periodic and monthly meetings with the donor and implementer	1	1	
	Periodic meetings with the implementer to make requests and have them responded to quickly	1	1	

2.3 Strengths and weaknesses of reporting

Strengths: DAMOS results are reported through the implementer's monthly reports. These reports are clear, concise, and provide a good overview of the progress made against the budget. They include itemised lists of both planned and actual support delivered each month, allowing a granular examination of progress made against plans.

Another strength is that the narrative sections candidly chronicle the challenges the programme has encountered along the way. These include difficulties with procuring requested items and delivering them across international borders, the critical feedback they have received from beneficiaries, as well as issues the implementer has discovered through its own fieldwork. Commendably, the implementer takes responsibility for problems, analyses them and describes corrective actions it will take, and revisits these issues in subsequent reports.

Weaknesses: although monthlies provide good updates on progress, close examination reveals errors and omissions. For example, list of site visits contain duplicate entries. Also some interviews suggest that the implementer's lists of deliveries may have omitted deliveries [REDACTED] officers in [REDACTED] report that they received food baskets in [REDACTED] while the implementer's delivery lists show that no deliveries occurred after [REDACTED] (See Appendix 3)⁴.

Another weakness is that the volume of reporting about groups is uneven [REDACTED] appears more than twice as frequently in Key Findings and Impact Stories sections than average, whereas [REDACTED] are covered much less infrequently than the others. [REDACTED] is covered half as much as average, and not at all after [REDACTED] Support to [REDACTED] in the South began in [REDACTED], but is only covered once (See Appendix 4).

Related to this, monthlies do not mention important developments that happened over the course of the year. For example they make no mention of [REDACTED]

[REDACTED] The implementer should be encouraged to include such developments in the narrative, and explain how this has affected support that is being provided.

2.4 Weaknesses of implementer M&E Systems

The M&E Section contains narrative sections called "key findings" and "impact stories". It also presents data on DAMOS five performance metrics (see Table 5), and lists field visits.

Table 5: DAMOS performance metrics	
Project objective	Indicators
Support the Armed Moderate Opposition forces by providing units with food, critical communications equipment, vehicles, medical supplies, spare parts, and other Non-Lethal Assistance	1. Value of equipment supplied to Armed Moderate Opposition forces
	2. # Units supplied with equipment
	3. # Equipment provided
	4. % Units reporting increased preparedness as a result of equipment supplied
	5. % Units reporting increased preparedness as a result of equipment supplied

Source: [REDACTED] DAMOS M&E Systems

This approach suffers a number of methodological weaknesses that limit the programme's ability to demonstrate the impact that support is making overall:

1. *Lacking a results framework:* although there are is a set of indicators, there is no framework that outlines the logic that links delivered support (outputs) to broader changes (outcomes and impacts) that are intended by the programme. This becomes evident in the lack of differentiation between what are considered to be "outcomes" and what are considered to be "impacts": the "impact stories" that appear in monthly reports sometimes appear to be examples of outcomes (i.e., increased preparedness and increased confidence), or simply positive stories about how equipment is put to use, rather than describe higher order changes that the term "impact" would imply.
2. *Limited in scope:* the implementer's monitoring system consists of carrying out site visits to [REDACTED] warehouses and field operations, and relies entirely on accounts from the armed groups themselves. Beneficiaries are not always able to account for where equipment has been sent, and it is not possible for monitors to inspect all of the provided material or observe it being distributed. As the implementer acknowledges in its monthlies, this makes it difficult for the

⁴ Note that the implementer's [REDACTED] monthly report indicates an intention to deliver 2,000 food baskets in [REDACTED] [REDACTED] It appears that [REDACTED] may have mistakenly reported that they received those food baskets in [REDACTED].

implementer to verify that goods are distributed to intended endusers, and not diverted to benefit only a few. The system would be stronger if it also gathered community perceptions about how active the groups are, whether they have observed the provided material, the extent to which groups are in fact supporting communities, and the degree of public support they enjoy.⁵

3. *No clear mechanisms for controlling bias:* due to the structure of the project, the implementer and recipients share a common interest to generate positive reports to ensure project support continues. A similar alignment of interests is apparent in the commercial arrangement between the implementer and the Syrian organisations that have been contracted to conduct field visits (i.e., the contracted Syrian organisations face strong commercial incentives to supply reports that please their client). Given these sources of bias, it is very important that the monitoring system is designed to triangulate data – i.e. gather information from multiple respondents and through different channels – to ensure it can provide a balanced representation of the situation on the ground.
4. *Survey methods:* the outcomes survey is exceptionally weak. It is not clear who or how many respondents are providing ratings, or if the same group of people respond each month. Survey results are also difficult to interpret: numerical rankings are all quite high, without obvious trends or patterns (see Appendix 5). Neither are they accompanied by qualitative commentary to explain what issues are driving ratings. Commentary is particularly needed to explain apparent incongruencies, such as high outcomes ratings from [REDACTED] through until November, despite the fact that no site visits were conducted in [REDACTED] or in the period from [REDACTED], and that deliveries reportedly ceased in [REDACTED]. It is also strange that although [REDACTED] consistently provides the most positive rankings, the group is not covered in monthlies after [REDACTED].
5. *Sampling approach:* reports state that one of the objectives of site visits is to “document receipt and distribution at a representative number of sites within Syria” but insufficient information is provided to assess whether representativeness has actually been achieved. Lists of site visits show broad differences in the frequency of visits that have been paid to the different groups⁶, but the reasons for differences have not been explained, and the significance of various sites is never described.

3. Recommendations

Findings were prepared and discussed at workshops programme managers and beneficiaries to review findings, assess progress and generate recommendations for next steps.

3.1 For improving programme delivery (to be updated after workshop)

1. *Establish lines of communication with groups operating under [REDACTED] [REDACTED]* Interviewees lack information about what deliveries they will receive, and when they will arrive. This situation should be improved, and points of contact should be developed with each of the factions to ensure that challenges with support can be communicated and resolved through unit lines of command.
2. *Introduce regular work planning and review processes:* commanders would like increased predictability about items they will receive, and several suggested that detailed workplans be prepared, with targets and timelines. This review supports those suggestions and suggests that plans be regularly reviewed with unit commanders. As part of the process, the implementer should provide regular updates on border restrictions, so that alternative arrangements can be discussed for items barred from entry – for example to change border crossings or arrange to buy materials in-country.

⁵ [REDACTED], and respondents were surprised that we were asking about it in interviews.

⁶ According to site visit lists, the implementer visited a total of 42 communities. [REDACTED] were visited most frequently (27 and 24 visits, respectively), whereas [REDACTED] were visited least frequently (11 and 7 times, respectively)

3. *Introduce the ability to influence delivery schedules:* several groups mentioned that they would like the ability to move up or delay deliveries of some items according to the changing situation on the ground. One way to do this might be through an app-based ordering system, which would allow field commanders as well as HQs to aggregate needs, and relay orders to the implementer.
4. *Form purchase committees with AOGs:* several basic commodities like sugar have been barred from 10 2 a . The project should consider creating purchase committees with representatives of the groups to allow in-country purchases of goods, so that AOGs can be supported.

3.1 For improving M&E and reporting

1. *Improve precision of reporting:* the implementer should investigate reasons for the errors and omissions that currently appear in monthly reports and address them, so that reports are accurate. Furthermore, monthly reports should include a section that describes important developments with supported groups (such as mergers and disbandments) as well as changes to their operating environment, so that evolving needs of the supported groups are understood, and it is possible to consider how well adapted the support is.
2. *Introduce results framework and accompanying set of indicators:* beyond simply delivering material support, the goals of the programme should be more fully articulated. A results framework should be developed that operationalise this, illustrating how delivered support intends to strengthen the capabilities of the AOGs, and how this in turn bolsters their ability to support communities they are located within. Performance metrics should be developed that capture these results, so that progress can be measured.
3. *Expand scope of monitoring and make it more balanced:* the scope of monitoring should be expanded beyond relying on only reports from supported groups. Monitoring should involve interviews with local key informants, who can report their observations about the level of activity of the supported groups, and the amount of public support they enjoy. Monitoring should also involve observations of local markets, to observe whether supplied goods are being diverted for sale.

We would also recommend commissioning third party monitoring services to bring an independent perspective on developments and help counter balance the positive bias that is incentivised by current arrangements, and to bring additional capacity required to expand the scope of monitoring.

4. *Introduce quarterly or biannual results reporting,* in addition to monthly operational reporting, we would recommend including quarterly or semi-annual reports on outcomes. These would report on progress in delivering against plans, outcomes of support, and how needs are evolving over time. These could be presented and discussed with leaders of supported groups, as a way of reviewing progress and making course adjustments.

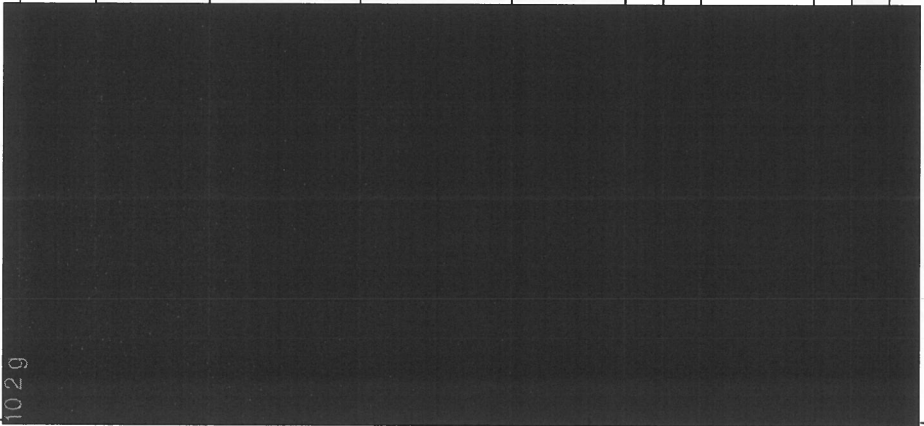
END OF REPORT

Appendices

Appendix 1: Background on supported armed groups

De informatie in Appendix 1 wordt niet openbaar gemaakt op grond van artikel 10.2.g van de Wob.

Appendix 2: Number of Interviews conducted with supported groups, by Location

	Locations	Total	Respondents			Equip Lists
			Q1: Unit Cmmdrs	Q2: Officers at HQ	Q3: Field Cmmdrs	Q4: Fighters
102 g		1	1			1
		2			1	1
		1	1			1
		1				1
		2			1	1
		1	1			1
		2			1	1
		1				1
		2				1
		2			1	1
		2			1	1
		1	1			1
		2			1	1
		2			1	1
		2			1	1
		1	1			1
		2			1	1
		2			1	1
		2			1	1
		2			1	1
		20				
		4	1	1	1	1
		2	1	1		
		1			1	
		1				1
		4	1	1	1	1
		4	1	1	1	1
		4	1	1	1	1

Appendix 3: Support delivered by the implementer (2017)

ALL GROUPS	ALL
CASH	
For uniforms (USD)	1029
For sugar and canned food (USD)	
FOOD	
Food baskets	34,050
Flour (25kg sacks)	14,800
Tuna (can)	1,000
WATER STORAGE & FILTRATION	
Water drums - Large	1029
Water drums - Small	150
Water filters - Large	100
Water filters - Small	220
VEHICLES	
Minibus - New	1029
Minibuses - Used	
Pickup Truck - Used	
SUVs - Used	
Ambulance - New	
Car battery	
Car battery charger	
COMMUNICATIONS	
Tooway Activation Codes	1029
Tooway internet device	
Smart Phones	
Smart Phones	
Smart Phones	65
IT & ELECTRONICS	
Laptop	65
Laptop	1029
4 GB RAM upgrade	69
Tablet	
1 TB Encrypted Hard Drives	
Printers + ink	

ALL GROUPS	ALL
CAMERAS	
Point-and-shoot	
Point-and-shoot	
HD Video Camera	
HD Camera	
Memory Card (32 gb)	
Memory Card (64 gb)	
GENERATORS	
Fuel-Powered Generator - Large	
Fuel-Powered Generator - Medium	
Fuel-Powered Generator - Small	
CLOTHING & CAMPING GEAR	
Uniforms	2,000
Uniforms and vests	250
PT outfits	250
Athletic Training Outfit	500
Backpack	400
Tents - Small	
Sneakers	125
MEDICAL & EMERGENCY	
Fire Extinguishers (25kg)	
Stretchers	
Medical kits - Medium	
Medical kits - Personal	150
SOFTWARE	
Windows 10	
Microsoft Office Software	
Adobe Suite	
McAfee Anti-Virus	
FURNISHING & LIGHTING	
Mats	300
Emergency lighting	
Flashlight	450

De informatie over per groep geleverde steun, opgenomen in de overzichten op de volgende zes pagina's van Appendix 3, wordt niet openbaar gemaakt op grond van artikel 10.2.g. van de Wob.

Appendix 4. Group Coverage in Monthly Reports

Number of reports on supported groups in "Impact stories" and "Fey Findings" sections of implementer monthly reports		
COMBINED (A + B)		
1029	ALL	1029
	47	
	9	
	9	
	16	
	4	
	8	
	1	
A. Number times AOGs covered in "Impact Stories" Section		
1029	ALL	1029
	25	
	6	
	4	
	7	
	2	
	5	
	1	
B. Number times AOGs covered in Key Findings Section		
	ALL	1029
1029	22	
	3	
	5	
	9	
	2	
	3	
	0	

Appendix 5. Numbers and Timing of Implementer Site Visits (by AOG and Location)

Number site visits to groups					
	10-2 g				TOTAL
ALL					111
10-2 g					27
					24
					21
					21
					11
					7
	10-2 g				TOTAL
10-2 g					27
					10
					4
					3
					3
					2
					2
					2
					1
	10-2 g				TOTAL
10-2 g					24
					5
					3
					3
					2
					2
					1
					1
					1
					1
					1
					1
					1
	10-2 g				TOTAL
10-2 g					21
					13
					4
					2
					1
					1

Number site visits to groups

		TOTAL
10 2 g		21
		6
		3
		3
		2
		2
		2
		1
		1
		1
10 2 g		TOTAL
		11
		3
		2
		1
		1
		1
		1
		1
		1
10 2 g		TOTAL
		7
		4
		2
		1

[illegible]

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Extension Request for DSH281-17
Date: woensdag 28 februari 2018 13:15:44

H [REDACTED]

Zojuist met [REDACTED]. Akkoord met no-cost extension van 1.5 maand, zodat het project zorgvuldig kan worden afgerond en geëvalueerd. Tekenen jullie die suikerverklaring als daar niets raars in staat?

Ik zal [REDACTED] nog een mail sturen om dit ook formeel aan te vragen, want DSH is budgethouder.

We hebben nog geen besluit genomen over herallocatie.

Groeten,

[REDACTED]

From: [REDACTED]
Sent: dinsdag 27 februari 2018 17:12
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Extension Request for DSH281-17

Hi [REDACTED]

In afwachting van een beslissing over de reallocatie, zoals [REDACTED] hieronder schrijft, denk je dat het mogelijk is om op korte termijn een beslissing te nemen over de no-cost extension request van [REDACTED]? Aangezien het contract morgen afloopt kunnen zij vanaf dat moment geen kosten meer maken en dus ook niet voor salarissen, etc. Bij [REDACTED] heeft dit uiteraard grotere directe gevolgen dan bv bij [REDACTED].

Thanks en fijne avond!

[REDACTED]

From: [REDACTED]
Sent: donderdag 22 februari 2018 11:28
To: [REDACTED]
[REDACTED]
Subject: FW: Extension Request for DSH281-17

Beste [REDACTED]

[REDACTED]

Afgelopen dinsdag ontvingen we onderstaande mail van [REDACTED]. Zou je hier je licht over kunnen laten schijnen; e.e.a. in afwachting tot een definitieve beslissing over transfer van fondsen naar

een andere groep (zie tevens mijn email d.d. 13 februari jl. hieromtrent).

Dank alvast, mvg,

102 e

From: 102 e
Sent: dinsdag 20 februari 2018 12:55
To: 102 e
Cc: 102 e, 102 g
Subject: Extension Request for DSH281-17

Dear 102 e

Hope you are both doing well.

We would like to request an extension of DSH281-17 for 2 months. The project was initially proposed to be completed in 6-months, the end date being in 9 days. Due to the freezing of the funds of [REDACTED] and understandable delays in re-activating these funds, we are anticipating that the project will need to be extended for an additional two months. Prior to requesting from the larger donor group, we would like your opinion on how best to proceed with the financial aspect of the extension.

This extension requires 1.5 months of all staff and 2 months of reporting and evaluation staff expenses to be incurred, in addition to warehouse and accounting firm expenses. Attached is the budget amount required for the 2 month extension. In order to not request additional funding from the donor we have come up with the following cost-savings from within the budget we have already been given:

- As we procured Sugar inside Syria, we have had to show the amount sent to Syria as profit therefore paying additional taxes. Our accounting firm has stated that the tax office would be able to make an exception for this amount if we have written confirmation from the donor that such sugar was procured and sent to recipient. I have attached the declaration form for your review, and if accepted by you and signed, we can write-off the sugar as an expense.
- We have anticipated tax-return on Phase 2 equipment purchases, which we can use towards project extension expenses.
- Since the frozen funds have not been promised to any recipient yet, we request the pending amount, 15,000EUR (if above two points are approved) or the full amount 50,205EUR (if none of the above points are approved) to be taken out of the frozen equipment fund which is worth 311,710EUR.

Please let me know if you have any questions or comments.

Kind regards,

102 e

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Breakdown of tranches 1 and 2
Date: woensdag 12 juli 2017 12:08:55

Dear [REDACTED]

I would just like to add a few more questions on the proposal itself.

- Our financial department would like a little more detail on the budget on the equipment section. I know that the groups can select the support that is most relevant to them, but perhaps you could provide a list (like the one in the proposal document) of items that might be supplied, including their approximate prices.
- In the project document you mention your sub-objectives and their success measures, which is great. In the logframe however, you have only included the delivery of the items themselves as results. Could you include the perception indicators that you have written in the proposal as success measures also in the framework? We understand you will not be able to do full surveys, but you do mention you will have interviews with beneficiaries and their families – please use these to not just ask if a certain item has been delivered, but also how they add to the sub-objectives you have. I hope this makes sense.

Let us know if you have any further questions.

Best,

[REDACTED]

From: [REDACTED]
Sent: dinsdag 11 juli 2017 15:35
To: [REDACTED]
Cc: [REDACTED]
Subject: Breakdown of tranches 1 and 2

Dear [REDACTED]

I am working hard to process your proposal, which should not take much longer. For now I have a few comments and one request regarding the procedure for the new contracts, should the proposals are approved.

Military developments

In case you believe that - due to military developments or otherwise, and during the course of the project - we should stop support to a certain group and allocate it to another, please let us know as soon as possible. We would recommend that you bear possible back-up options in mind and consider whether some groups might be able to process extra support should we change the envisaged allocation.

Two separate payments

Payment will be in two tranches (the first one as soon as approved, the second one after three months). After the first three months we will assess the progress of the projects and we will expect a progress report from you as well. Apart from the project itself, we will also be looking at the political situation in Syria and that in the Netherlands (since we will most likely have a new government by then).

We want to make clear that there is a possibility that changes in politics or actions of a particular group may well make it impossible for us to pay the 2nd tranche. The 2nd tranche will have to be approved by our (new) minister again, after your reports and our internal evaluation of the program. We hope you understand this situation.

In addition to your six month budgets (which we have received already), could you provide an indication of what share you would want to allocate to the first and to the second tranche. Will it be 50-50%, 60-40%? Will you spend more upfront or more towards the end of the six months? It would be great if you could provide us with a rough breakdown between tranche 1 and tranche 2, so I can completely processing your proposal.

I look forward to hearing from you soon. Please let me know if you have any questions.

Best wishes,

1026

[Redacted]

[Redacted]

[Redacted]

[Redacted]

102 g

Document A82

I N V O I C E

To: Government of the Netherlands - Stabilization and Humanitarian AID
Department

Invoice Date: October 10, 2017
Voucher No.: 22
Period: 12/1/2015 - 6/30/2017
Contract No.: 28374
Project No: CN 360-00

Remit To:

Bank:
Address:
Name of Beneficiary:
Account #:
SWIFT

102 g

Support to the Armed Moderate Opposition in Syra - DAMOS II

Tranche 1	\$	4,444,444.00
Tranche 2	\$	3,333,333.00
Tranche 3	\$	2,781,000.00
Award	\$	1,036,269.00
Total Amount Received	\$	11,595,046.00
Total Award	\$	11,904,046.00
Balance		309,000.00

October 10, 2017

Date

102 g



Ministerie van Buitenlandse Zaken

Aan
Van
Via
Kopie aan
Afgestemd met

M via
102 DAMC
e DGPZ
SG, Syrische Commissie
DSH, DVB, IST-Syrië

TER BESLISSING

Datum

23 maart 2016

Onze Referentie

MINBUZA-2016.175419

Opgesteld door

102 e

memo

Verzoek om goedkeuring uitkering
tweede tranche NLA-middelen Syrië

Aanleiding

- Eerder besluit tot bijdrage van 10 mln euro uit het Stabfonds, voor non-lethal assistance aan gematigde gewapende Syrische oppositiegroepen, voor de periode november 2015 – 31 december 2016, uit te keren in drie tranches van resp. 4 mln, 3 mln en 3 mln;
- Afspraak dat elke nieuwe tranche aan u (M via R) wordt voorgelegd, op basis van o.a. assessment politieke situatie en rol verschillende groepen;
- Eerste tranche is inmiddels volledig gecommiteerd.

Gevraagd besluit

- Uw akkoord met uitkering tweede tranche NLA Syrië-programma t.w.v. EUR 3 mln.

akkoord

Kern/samenvatting

- Uitrol eerste tranche t.w.v. EUR 4 mln. in Noord-Syrië naar tevredenheid verlopen;
- Politieke weging leidt tot positief advies over uitkering tweede tranche. Politieke, militaire en humanitaire context maken steun onverminderd belangrijk. Van belang vaart in programma te houden;
- Omdat focus afgelopen maanden op noordelijke ontvangers heeft gelegen zal groter deel van tweede tranche aan zuidelijke ontvangers besteed worden.

Toelichting

Verloop eerste tranche / situatie NLA-ontvangers

- Uitrol is in Noord-Syrië voorspoedig verlopen. Groepen in Noord-Syrië beschikken ondanks intensivering offensief Assad/RF nog over voldoende bewegingsruimte/actieradius (ref. DMC-12/2016);
- Er hebben zich geen incidenten voorgedaan. NLA-ontvangers dankbaar, ook voor uitbreiding met nieuw type goederen;
- Financiële uitputting versneld door opname van aantal kapitaalintensieve goederen (zoals voertuigen, generatoren en mediaoffice-ondersteuning) en uitbreiding van het aantal te ondersteunen groepen (ref. DMC STG 001-2016);

- Aanvang leveringen Zuid-Syrië heeft op zich laten wachten vanwege 102g 102a toezicht op grensoverschrijdende bewegingen verscherpt;
- Eerste tranche is derhalve volledig besteed aan noordelijke ontvangers;
- Inmiddels zijn wensen zuidelijke groepen besproken en kan uitrol steun aan zuiden ook van start gaan.

Datum

23 maart 2016

Onze Referentie

MINBUZA-2016.175419

Politieke weging / rol verschillende groepen

- Door – met hulp van NL-steun – aan relevantie op de grond te winnen neemt politiek gewicht NLA-ontvangers (en daarmee gematigde krachten) toe;
- De NLA stelt NL in staat dialoog over het politiek proces met gewapende groepen aan te gaan, voor NL belangrijke boodschappen over te brengen en groepen aan te moedigen constructief deel te blijven nemen aan het vredesproces;
- 102g [REDACTED]
- NLA-ontvangers ondersteunen staakt-het-vuren en humanitaire toegang (ref. DMC-19/2016).

Impact NLA op de grond

- Ontvangers van NLse steun zijn d.m.v. de NLse hulp beter in staat strijders (en hun families / lokale achterban) aan zich te binden en voor het gematigde kamp te behouden;
- Er is melding gemaakt van desertie onder meer extreme groepen (zoals Al Nusra), om aansluiting te zoeken bij NLse NLA-ontvangers;
- De steun biedt dus direct tegenwicht aan extremistische groepen;
- Keuze voor extremistische strijdersgroepen wordt vaak uit noodzaak en niet uit ideologie gemaakt. Extremistische groepen zijn vaak in staat meer salaris uit te betalen, waarmee strijders in onderhoud van familie kunnen voorzien;
- Dit bevestigt hoe belangrijk het is om strijders met andere (bijv. materiële) argumenten in het gematigde kamp te houden en krijgen. De NLA blijft daarbij een nuttig instrument.

vertrouwelijk

TER BESLISSING

Onze Referentie
MINBUZA-2017.423736
ENV-2017.1940

Opgesteld door

NLA-programma Syrië: aanvullende bijdrage

Pagina 1 van 2

- Bij de verdeling van de gelden voor 2017 zal besloten moeten worden welk bedrag als subsidie ^{102g} zal worden vergeven en welk bedrag aan ^{102g} zal moeten worden gegund.
- ^{102g} is een professioneel bedrijf dat het NLA-programma voor NL vanaf het begin heeft uitgevoerd. Het heeft echter hoge overheadkosten.
- ^{102g} is een ^{102g} organisatie ^{102g}, maar efficiënt en ^{102g}. In ^{102g} is ^{102g} begonnen met een pilot om te bekijken of de ^{102g} ^{102g} vanaf 2017 een (gedeeltelijk) alternatief kan zijn voor hoofduitvoerder ^{102g}.
- De voorgestelde betalingen aan ^{102g} (in meerdere tranches) zullen afzonderlijk aan u worden voorgelegd.

Datum
15 maart 2017

Onze Referentie
MINBUZA-2017.423736
ENV-2017.1940

Versie R
MINBUZA-2017.423737
ENV-2017.1941

Ministerie van Buitenlandse Zaken

Aan
Van
Via
Kopie aan
Afgestemd met

M via R
DAM 12/6
DGP 0/6
SG, DGIS, DVB-TN
DVB-CV, DVB-NW, IMH, IST-Syrië, DSH

TER BESLISSING

Datum
13 juni 2015
Onze Referentie
2015.287322
Opgesteld door

102 e

memo

Advies t.a.v. levering communicatieapparatuur (NLA)
aan gematigde gewapende groepen in Syrië

Aanleiding

- Besluit tot levering NLA aan gematigde gewapende groepen in Syrië;
- Eerder aan u gedane toezegging (ref. memo DSH-2015.27795, d.d. 23-01-2015) om eventuele levering van communicatieapparatuur separaat ter goedkeuring voor te leggen.

Gevraagd besluit

- Uw akkoord met levering van satelliet-internetssystemen van het merk Tooway en radio's (portofoons) van merk / type [redacted] als onderdeel van NLA-programma t.b.v. gematigde gewapende groepen in Syrië.

dukkord

Kern/samenvatting

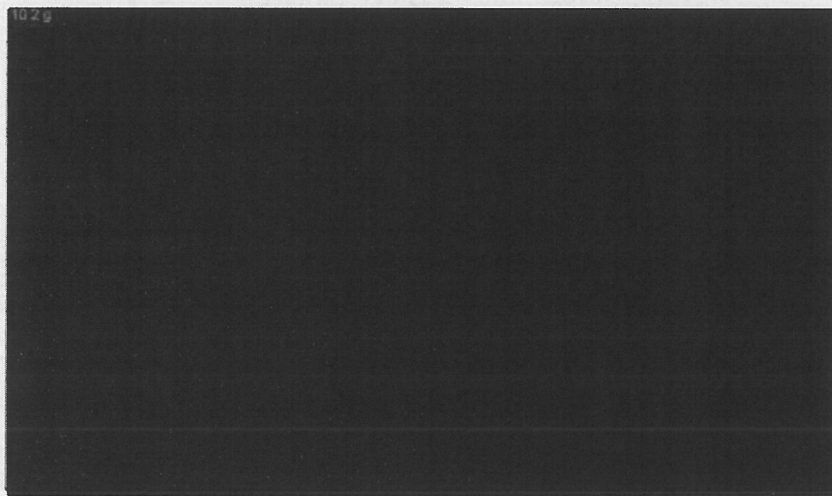
- Uit de fact finding-missie en aanvullende gesprekken met gematigde gewapende groepen is gebleken dat er nadrukkelijk behoefte aan communicatieapparatuur is;
- Omdat communicatieapparatuur niet per definitie een civiel karakter heeft is ervoor gekozen opdrachtverlening tot levering uit te stellen tot een appreciatie van het type apparatuur is verkregen;
- Uitgangspunt is dat alleen apparatuur die geen vergunningplicht onder het dual use / wapenexportbeleid kent in aanmerking komt voor levering (geen zgn. strategische goederen);
- Dit is op 7 april 2015 aan de Kamer en op 17 april 2015 in het CVIN gemeld;
- De voornamelijk geselecteerde groepen geven aan behoefte te hebben aan de volgende typen apparatuur:
 1. Satelliet-Internetapparatuur van het merk Tooway;
 2. Radio- / basisstations, inclusief repeaters van het merk [redacted], onder te verdelen in de types:
 - a. 102 g [redacted]
- Op basis van de beschikbare informatie concluderen DVB-NW en IMH dat de onder 1. (Tooway) en onder 2.c. [redacted] radio's 102 g [redacted] genoemde apparatuur niet onder de vergunningplicht valt;
- NB: civiele karakter van bovengenoemde apparatuur laat onverlet dat de inzet van deze apparatuur niet per definitie een civiel karakter hoeft te hebben.

Toelichting

Datum
5 juni 2015
Onze Referentie
2015.287322

1. Satelliet-internetapparatuur van het merk Tooway

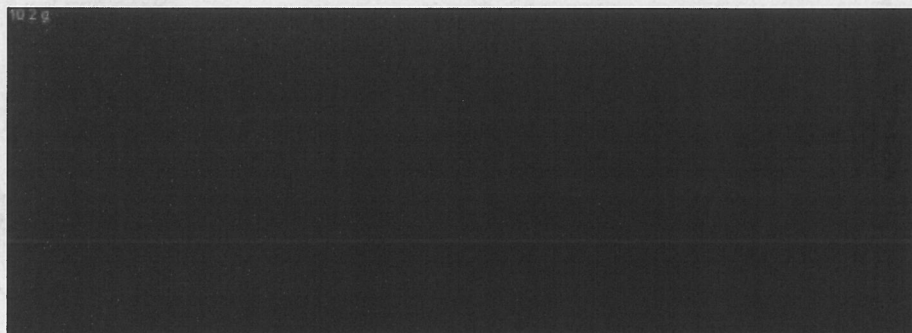
- Tooway stelt gebruikers in staat via een modem en schotel een snelle verbinding met internet via satelliet te maken;
- Afbeelding:



- Op basis van de beschikbare informatie kan worden geconcludeerd dat het hier geen strategisch goed betreft.
- Levering van deze apparatuur betekent dat eveneens in abonnementskosten voor bepaalde duur zal worden voorzien.

2. c. 1029

- De 1029 is een radiosysteem / digitale portofoon, waarmee met andere (digitale en analoge) portofoons gecommuniceerd kan worden;
- Afbeelding:



- In de brochure van de 1029 staat een 40 bits-encryptie vermeld. Dat is lager dan de controlegrens van 56 bits-encryptie. Op basis daarvan kan worden geconcludeerd dat het hier geen strategisch goed betreft.

2. a. ^{102g} en b.

Datum
5 juni 2015
Onze Referentie
2015.287322

- Op basis van de beschikbare Informatie over de overige verzochte radiosystemen, ^{102g} kan niet uit worden uitgesloten dat het geen strategische goederen betreft.
- Beide productbrochures beschrijven of suggereren encryptie die sterker is dan de ondergrens van de controle uit de dual use-verordening.
- De dual use-verordening geeft aan dat vergunningplicht ondanks sterkere encryptie (hoger dan ondergrens) kan vervallen als aan een aantal voorwaarden is voldaan.
- Een van die voorwaarden is dat de eindgebruiker de encryptie-instellingen niet kan wijzigen.
- Aangezien de ^{102g} met een programmeerkabel worden geleverd, kan niet worden uitgesloten dat aan deze voorwaarde is voldaan.
- Alleen aanvullende Informatie van de fabrikant zou uitsluitel kunnen geven over de aard van de ^{102g}
- Gezien de wens de uitrol van steun op korte termijn aan te laten vangen is ervoor gekozen deze typen niet aan – naar verwachting tijdrovend – aanvullend onderzoek te onderwerpen en de steun te beperken tot de goederen waarvan zonder aanvullende informatie kan worden geconcludeerd dat het geen vergunningplicht heeft.