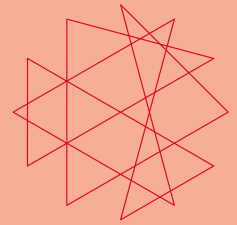


eisf



AN EISF GUIDE FOR NON-GOVERNMENTAL ORGANISATIONS

Office Opening

A Guide For
Non-Governmental
Organisations

EUROPEAN INTERAGENCY SECURITY FORUM

European Interagency Security Forum (EISF)

EISF is an independent network of Security Focal Points who currently represent almost 70 Europe-based humanitarian NGOs operating internationally. EISF is committed to improving the security of relief operations and staff. It aims to increase safe access by humanitarian agencies to people affected by emergencies. Key to its work is the development of research and tools which promote awareness, preparedness and good practice.

EISF was created to establish a more prominent role for security risk management in international humanitarian operations. It facilitates exchange between member organisations and other bodies such as the UN, institutional donors, academic and research institutions, the private sector, and a broad range of international NGOs. EISF's vision is to become a global reference point for applied practice and collective knowledge, and key to its work is the development of practical research for security risk management in the humanitarian sector.

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Introduction

About this guide

This guide is intended to provide an easy-to-follow process detailing the recommended steps when opening an office where the property market may be complex and/or ambiguous. While the guide refers to an 'office', the process is equally relevant to any building e.g. accommodation, hospital, warehouse, etc.

This guide provides the basic outline of a recommended process along with some example tools that can be applied. Each organisation will need to review the content to ensure it reflects both the local context and their requirements, situation and risk threshold. The key is to understand the environment, and the procedural steps to opening an office and maintaining the correct balance between risk exposure and risk mitigation at every stage. The suggestions are not exhaustive or exclusive and will contain some detail that is not relevant in all cases. Every opportunity or requirement to open an office will be subject to unique operational circumstances, market maturity and geopolitical volatility at any given point in time.

It is recognised that in different situations organisations may have more time (e.g. setting up a regional office) or less time (e.g. rapid response programme office) to plan and implement the full suite of options identified in this guide. Regardless, this guide can be applied to all office openings, as the actions generally remain the same. Only the timeframe and the details of the preparation process may change depending on the urgency.

This guide has been developed in conjunction with a specialist commercial real estate firm, Source8 www.source8.com, who are well-placed to provide professional assistance for large and challenging acquisitions if requested.

How to use this guide

The guide provides a structured approach for NGOs to follow when planning an office opening. It contains useful background information and the relevant tools that should be used.



When an 'office' is mentioned, the process is equally relevant for any building e.g. accommodation, hospital, warehouse, etc.

For ease of understanding, the process is split into three phases:





Phase 1: Planning

Phase 2: Acquisition (buying or renting)

Phase 3: Pre-operations

At the start of each chapter a navigational chart highlights in red which stage of the process will be discussed.

The following are provided within this guide:

- Templates and checklists, indicated with 
- Crucial activities and tips, indicated with 
- Expert accounts, indicated with 
- Cross-references within the guide, indicated with 
- Key concepts and definitions are listed in the glossary.

The templates and checklists are also available to download in editable format from www.eisf.eu. Checklists and templates need to be modified to suit each organisation and context.

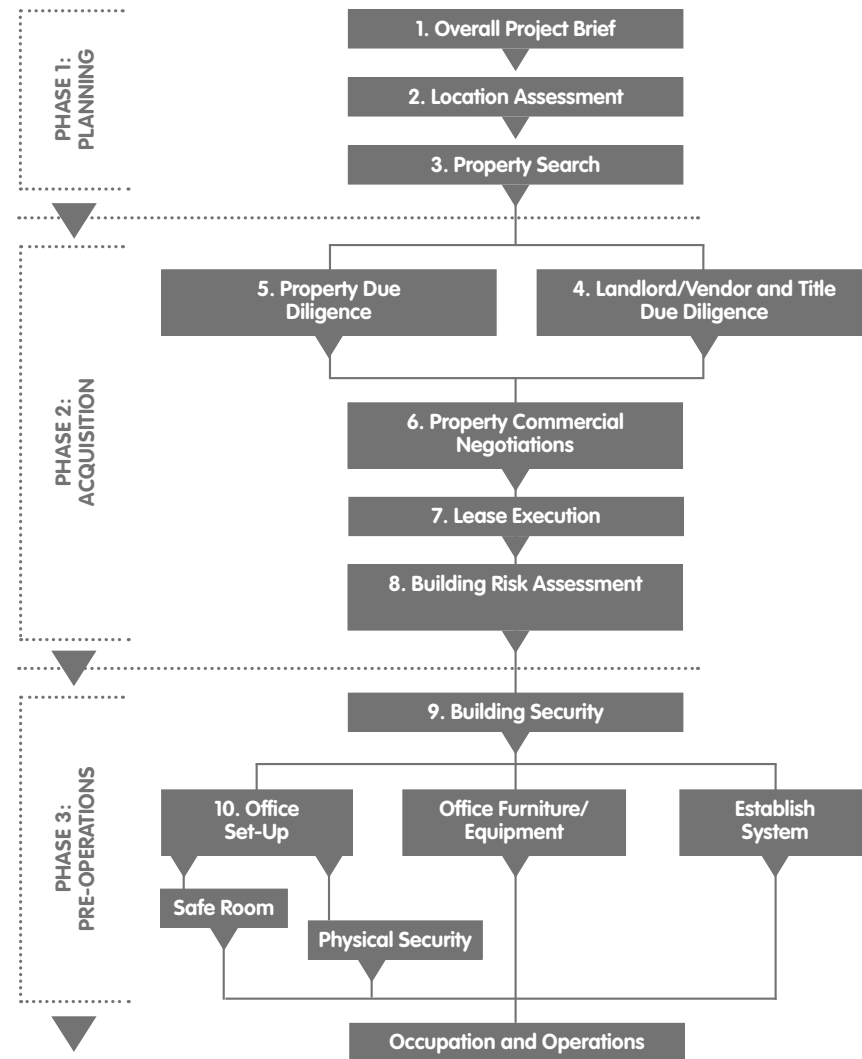
Office opening must be specific to an organisation and its context. When alternative suggestions for action are offered you must choose the most appropriate for your particular programme.



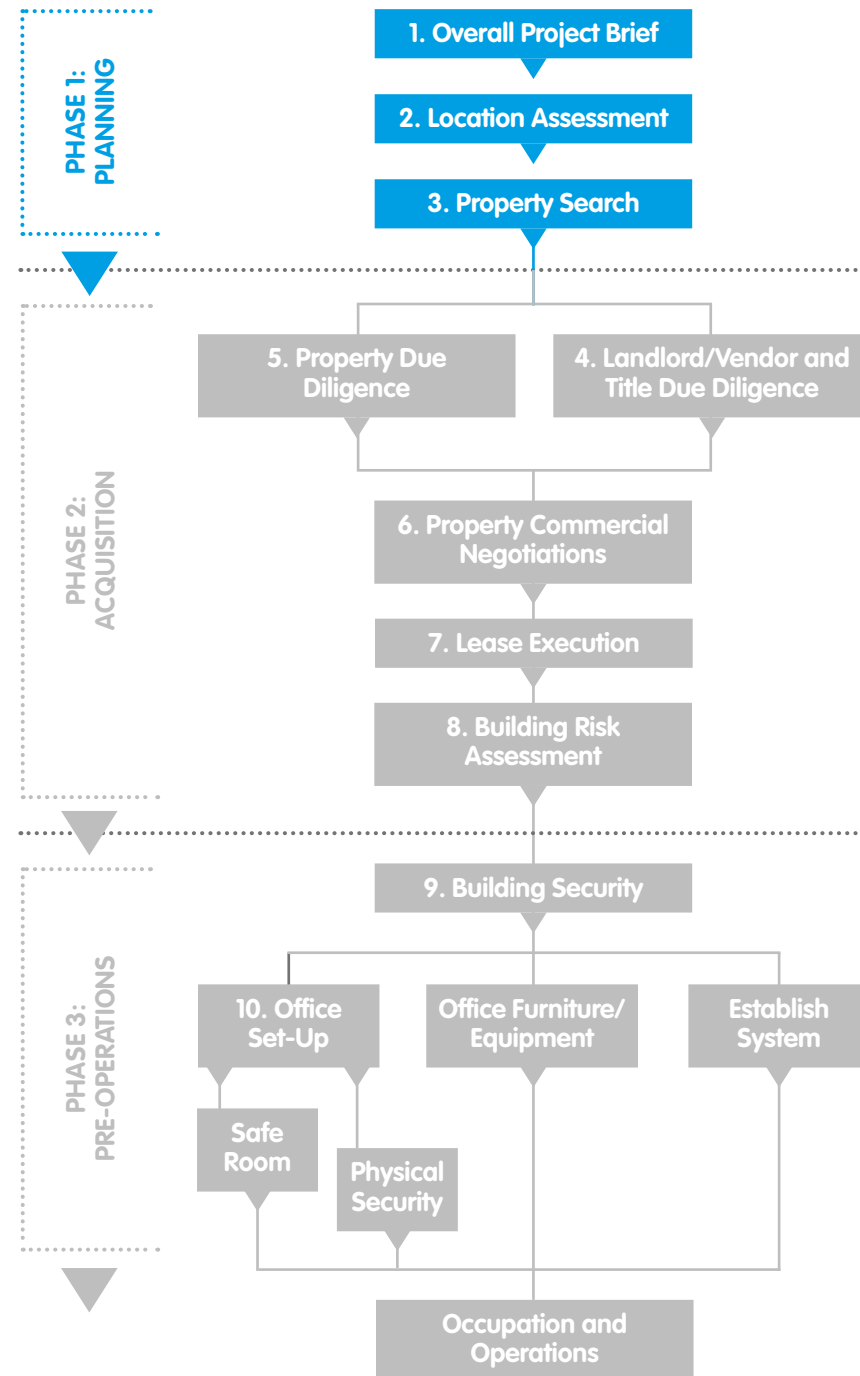
Office opening process

A well-planned and transparent approach to opening an office will mitigate many of the risks involved. These are generally regulatory, financial, time, security hazards, sub-optimal location and agency reputation. The process is not linear and every situation will have different requirements. However, by applying a logical and organised process, setting up an office and finding accommodation is possible in most locations across the globe. There are some overarching principles and activities that should be applied,

and the office opening process diagram below is designed to be followed systematically. It demonstrates that none of the actions should be considered independently, as well as that security risk management and continual contingency planning is crucial throughout.



1 Planning





Planning is the most important phase of the process as it gathers critical information on which all future decisions and negotiations will be based. Commencing activity without thorough planning, or circumventing the procedural steps, are very likely to result in negative impact later in the process, manifesting either in delay, unnecessary cost or elevated security risk.

In an emergency response, there may be no options or time available for conducting all the stages of the planning phase. However, it is essential that these planning stages are still followed as a review process or as soon as possible, to ensure that appropriate mitigating measures are developed to manage any risks in the location and/or premises.

1.1 Overall project brief



Tool 1
Agency needs form

Having decided to open an office or create a programme in a new country (or relocate to a new area within a country), it is vital to fully understand the output requirements to ensure that the final location is best suited to meet the needs of the organisation. This is captured in a project brief.

It is recommended that a project brief and statement of requirements are articulated and formulated within a single document to provide absolute clarity on organisational objectives. This will be distilled down into the specific property requirements later.

▶ See 1.3 Property search

The brief will be driven by the information available to the organisation at the time, which may be limited if in reaction to an emergency situation; or more substantial if it has been part of a deliberate and planned long-term strategy.

For an emergency response, organisations can develop a generic project brief based on their overall mission that can be adapted to suit the specific emergency, rather than start from a blank sheet each time.



If consideration is being given to sharing a location with another organisation, it is important to establish how the space will be managed both legally and functionally. There may be conflicting interests, differing priorities or competing personalities. Even if both organisations are seemingly aligned, effective communication and clear delineation will always facilitate a smoother office opening.

For example, identify and confirm who will be responsible for signing the lease; will the same organisation be responsible for establishing and maintaining shared services such as site safety and security (walls, site guards, visitor procedures), generator, water, etc.? Sub-lease agreements may be a possible option and can be used to clearly define the responsibilities of each party.

▶ See Annex: Shared offices

1.2 Location assessment

Time is a key factor. In an emergency response there may not be a wide choice of property available or the time to follow all procedural requirements to the necessary degree. Therefore, it is important to understand that quick decisions may have an impact on the immediate security and long-term aspirations of the office, particularly when the crisis is over and a competent authority re-establishes itself. If the programme is part of a longer-term strategy then the maximum amount of time to plan thoroughly should be used as well as considering short lease agreements to enable later movement to more appropriate premises.

The first action is to identify what type of premises is needed and where the office should be located. When deciding the location consider, in this order:



When setting up an office (whether it is planned or established in haste) it is important to understand the overall context and environment in which you will be working. This will impact on location and the type of building space you choose. The time available will dictate the depth to which you can consider each step. If there is insufficient time to undertake a detailed analysis, a short lease may be considered as an interim measure to provide an immediate solution while more permanent premises are sourced.

1.2.1 Country level

At a country level the elements that need to be considered are issues such as:

- The national infrastructure and the ease with which personnel, supplies and equipment travel into country as well as ease of movement within the country itself.
- Health facilities and current or emerging health risks.
- Telecommunications and internet networks and providers.
- Power generation, utilities and power supply reliability.
- Security infrastructure and the relationships between security institutions such as police, army, special police, presidential guards, tribal factions, warlords and militia etc.
- Political environment.
- Natural elements such as hurricanes, rainy season or seismic risk.
- Religious issues.
- Rule of law programmes.
- Potential strategic upheavals such as elections or successions that may change the landscape while the programme is running.
- Economic factors such as currency fluctuation and inflation, as they may affect the stability (current and future) of a country.
- National payment regulations such as withholding taxes or the inability to remove money out of country, or restrictions on receiving payments from external countries.
- Taxation. What regulations/restrictions exist that can benefit or hinder the agency, especially the process for setting up and registering a legal entity? Also bear in mind local nuances or customary dealings that will affect timeliness.
- Corruption. Endemic in some contexts, this will invariably have an impact on conducting negotiations, transactions or even operations and threaten reputational brand.
- The level of education. Ascertain the ease with which it is possible to source and train local staff/volunteers.
- National employment law should be investigated as it might affect HR management.

1.2.2 State/district level

At a regional level, the focus will be similar to the national level issues but applied to the practical aspects of a particular area. The impact will be more direct on the safety and operations of the organisation.

1.2.3 Local level

At the local level, the focus will be on the specific aspects of what one neighbourhood offers against another. Again, these will be issues cascading down from the results of the first two levels but more specifically related to daily business operations. This may require a re-prioritisation of certain hierarchical needs. For example, security within an area may become more important than power distribution, or local health conditions may dominate over national logistic requirements.

General considerations that should be addressed are:

a. Security

Assess which neighbourhood offers the most appropriate security environment for the agency's needs. Local and neighbourhood crime statistics (if available) will give an indication, as will recent trend analysis on issues such as terrorism, civil unrest, unemployment and political/religious instability. Key to accurate and up-to-date information will be access to local knowledge (if possible). The presence of other similar organisations may provide a useful steer, but consideration should be given to how long they have been in country and whether the location was selected on the current situation or historical circumstance.

'Building good relationships with close neighbours and the local community (businesses, shops, etc.) can improve the level of security, more than walls and barriers.'



Consideration should also be given to organisations with their own overt security arrangements as this will impact the security and safety of an immediate area, e.g. presence of armed guards, road blocks, etc. Due consideration should be given to locations near government offices, embassies, military establishments or people of power and influence. Their presence could positively influence the local area, but being sited next to the embassy of an unpopular country or the residence of a despotic political or religious leader who may be overthrown by a population in revolt will increase the vulnerability of your people, site and operations. Depending on the context, government, military or UN offices may be subject to demonstrations or targeted attacks. This may increase indirect threats as well as limit access to your own offices for both staff and visitors. Being located close to certain offices may also impact on local perceptions of the organisation's affiliations and thus on acceptance.

The location of the neighbourhood in relation to main roads will also affect its desirability and security, as will the location of the nearest capable emergency medical facility. Consideration should also be given to the width of streets (for parking or for large vehicles for loading or for an emergency evacuation), street lighting, power supply (for security systems), nature of surrounding commerce, multi-access options (i.e. avoiding cul-de-sacs and dead ends) and the street surface (e.g. does it get muddy after rain?). For all of these questions consult with local experts and the local community if possible.

b. Real Estate

You should ask the question: *Which neighbourhood offers the quality of property best suited to the agency's needs and reputation?* This should be a key decision factor. Associated with this is understanding the primary and typical use of buildings in the immediate area (i.e. are they used for office space, dwelling, manufacturing etc.?).

▶ See 2.4 Building risk assessment

▶ See 3.1 Building security

c. Utilities

The availability of water, food and power is key. If power is interrupted or intermittent, what is the capacity for reliable generators? Communications and connectivity (email, phone coverage and data) can be vital to successful operations.

▶ See 3.2 Office set up

d. Environmental

Understand local environmental factors such as earthquakes, flooding, landslides or subsidence and whether the quality of building construction provides adequate mitigation.

▶ See 2.4 Building risk assessment

e. Local clan or ethnic affiliations

Find out which groups, clans or ethnic groups are in which area. Ensure you understand the inter-relationships between them and protocols when dealing with them. For example, an organisation operating in Somaliland rented an office from one clan, and then had to rent a warehouse from another clan to avoid allegations of favouritism.

This awareness applies equally to all services and business agreements. To mitigate potential issues, efforts should be made to develop good local relationships between the agency and the local population. A policy of neutrality and fairness should be emphasised and practised at all times.

f. Sharing locations

This may be an easy and tempting option and in many cases might work well for the organisations involved. However, if an organisation decides to share space with another agency, then the profile of the other organisation(s) will need to be considered as this will affect how you (and they) are perceived in the neighbourhood. On a functional note, it is important to agree from the outset who is responsible for site safety and security and who is responsible for shared services such as generator, internet, receptionist, cleaning, etc.

▶ See Annex: Shared offices

The reality is that often an agency will start operations in the capital city of a new country, or from the location of existing humanitarian work. Frequently, this will drive the regional and specific choice of location. It is rare that the perfect location will be found and so compromises will have to be made. Once the compromises have been found, every attempt should be made to understand those factors that have been compromised to reach the most appropriate solution. Early identification of these risks can assist in recognising them if they occur and applying appropriate mitigation measures.



1.3 Property search

At a site location level a specific property requirement can be applied. Tool 1 provides an example of an agency needs form and covers aspects such as:

1. Neighbourhood: The location will have implications on immediate safety and security as well as on operations and personnel travel movements. Find out:

- Who the direct neighbours are (i.e. next door and on the back of the compound).
- Who else is in the immediate area.
- Any security considerations unique to that location (crime, shootings, bombings etc.).
- Access routes in and out (including emergency routes and possible 'choke points').
- Whether the property is close to the communities or organisations the NGO needs to work with.
- Whether the property location is going to hinder the NGO's operations in any way.



Tool 1
Agency needs form

2. Operational requirements: These need to be met otherwise the office will not be fit for purpose or the agency will quickly outgrow it. Consider:

- Use, functionality, headcount and quality standards to include suitable options only.
- Whether the location is going to pose challenges to the NGO's personnel in terms of commuting, transport, access to services etc.
- Current and projected space requirements.
- Is there sufficient parking? Can it be secured if necessary? Is there space for a visitors' parking area if it is needed?
- Are Health and Safety requirements met?
- Are the necessary information and communication technology systems available?

3. The contract: It is important to understand contractual aspects because once an agreement has been reached, the agency could find itself unlawfully in breach if certain items or clauses were not clarified initially.

- Who is the owner of the property and what is her/his reputation, affiliation, etc.?
- What kind of tenure do you need (rent or buy)?
- Does the availability suit agency timing?
- Is it within budget?
- Is there the possibility of early termination (e.g. if the situation deteriorates and the office is forced to close)?
- Is there an option to extend the contract?
- Who is in charge of maintenance and – if needed – improvements to the property?
- Are there any local by-laws in terms of use of building, ability to make physical changes (e.g. installing gates)?
- Will the landlord allow you to make changes?

▶ See 2.1 *Property and landlord due diligence*

The questionnaire asks sufficient questions for a targeted building search to be carried out. Whilst sometimes difficult to complete in detail due to lack of information, the more comprehensive the research the more successful the search process will be.

The overall situation, location and constraints of the agency's needs will dictate how many suitable options are identified. In reality, compromises will have to

be made and it will be important to understand and prioritise which qualities are key and non-negotiable, and which are 'nice to have'.

The search process should involve compiling a **longlist** of 5 to 15 properties and then reducing this to a **shortlist** of 2 or 3 properties.

1.3.1 Longlisting process

Start by deciding the criteria that will aid selection of suitable properties. This is done through looking at the answers given in *Tool 1: Agency needs form*. Tool 2 provides an example longlist and gives a detailed list of criteria.

At this stage many local contacts may be reluctant to provide much detail resulting in much of the sheet remaining blank. This is especially true if the search is done remotely (i.e. by phone or internet).

Populating the longlist may be time-consuming but the more thorough the research with the largest number and widest variety of sources, the better the chance of selecting the best available property. There is a possibility that the agency will be requested to pay for basic information. However, this is generally unnecessary as the nature and level of information should be freely available.

It is worth spending time getting to understand local norms and customs, particularly if relying on unknown local translators/new staff etc. Some important factors to consider:

- Some markets do not have regulated local agents or agencies.
- Many properties are presented directly by landlords making them difficult to source.
- In some markets it is rare for landlords to give an exclusive mandate to one agent to market a property. Many landlords simply notify numerous agents that their property is available. This means that the same property may be presented several times by different agents.
- Information can be gained via the local population. Often as word spreads that an NGO is looking for a space, options will present themselves.
- It is important to clarify the fee position from the outset. Local agents ('officials') will often ask for a fee from the tenant renting the space (sometimes even if not standard market practice) so it is important to understand local market norms. If a fee is due, to avoid disputes, respect the priority of the first agent who presented the space.
- Be aware that the possibility of scams is high. Some individuals or agents may present options that are not on the market or even theirs to offer and still demand a fee.



Tool 1
Agency
needs form



Tool 2
Longlist
template

- g. It is not uncommon for local agents/landlords to try to take advantage of international organisations by inflating the rent, and thus their fee, so anonymity at the early stages is advised.
- h. In some locations, the landlord will ask for the payment of the full period of rent (or at least half of the period, i.e. 6 months for a 1-year contract). This must be anticipated as in some cases the 'competition' for properties will make the negotiation very difficult.

In all markets, local agents or agencies will exist in some shape or form. However, their reputation, sophistication and market knowledge will vary, meaning that caution should be exercised.



Due diligence checks are crucial. Ideally, use several information sources so that intelligence can be crosschecked. Identifying the correct and legal landowner or landlord is vital due to potential negative publicity or reputational damage if managed incorrectly (e.g. inadvertently renting property from a local drug lord).

► See 2.1 Property and landlord due diligence

It is also important to bear in mind that agents may not be the only on the ground contacts with good property and location information. Others could include other NGOs, architects, government organisations and religious institutions, etc.

Whilst the longlist can be populated remotely, it is always preferable to view options physically as it reduces the chances of choosing the wrong building or location. It will also show interest as well as give an agent confidence that the demand is real, and can help ensure that any information provided is accurate. Generally, the more immature the market the more critical it is to be on the ground when undertaking the search.

1.3.2 Mapping the longlist

Producing a map that shows locations of the various options is highly useful, especially for people who have recently arrived in the area or who have not visited the country before. Tool 3 provides an example of an options map. A good map will aid decision-making and also coordinate effort if a number of people are collating information.



It is recommended to place potential locations on a map against places of interest such as local authorities, military bases, hospitals, etc.

This can be done by using Google Maps or other similar software such as Bing Maps. (Bing is as effective as Google Maps and may provide better coverage of some geographic areas.) To create a customised map in Google, you will need a Gmail account. Go to Google maps, enter 'settings' (cogwheel at the bottom right), select 'my places' and choose the 'create a map' option. Then, drop a marker at each specific location. The map with all points of interest should then be cut and pasted into Microsoft PowerPoint and the specific graphics and information pertinent to each location added.

1.3.3 Shortlisting process

The aim at the end of the longlist is to reduce the options down to a shortlist of 2 to 3 most suitable locations. A detailed analysis of and a visit to each shortlisted location to confirm final detail is advised. Tool 4 provides an example of a property analysis recommended for this process. This can be modified to include specific requirements. It is a continuation of the previous search parameters but in more depth. Additional considerations to be taken into consideration are:

Local hazards should be assessed for the risks they may pose to safety. Consider:

- Proximity to any place of high social or symbolic value (such as places of worship or popular places of congregation, town squares, etc.).
- Proximity to factories, heavy industry or hazardous chemicals, which could cause a threat in the event of an incident.
- Access routes (e.g. a cul-de-sac can make it easier to spot hostile observers but limits travel options).
- Natural hazards (such as access routes affected by local floods).

Civil amenities should be considered such as proximity to services, banks, offices, facilities, restaurants, schools, etc.

Human factors and local demographics will directly impact on an area. For example embassies will attract risk and increase the threat level but will also invest heavily in their security, which benefits surrounding properties. Consider:

- Neighbourhood characteristics (ethnicity, crime, levels of violence, use of area).
- Who are the direct neighbours?
- Who are the other building occupants (if shared or multi-use premises)?
- What is the distance to the nearest government or military/police installations?
- Are there any influential people/organisations in the area that could cause potential conflict or offer protection?



Tool 3
Longlist
options map



Tool 4
Property
analysis
template

Specific building characteristics will make some properties more attractive than others in terms of utility, comfort and security. Consider:

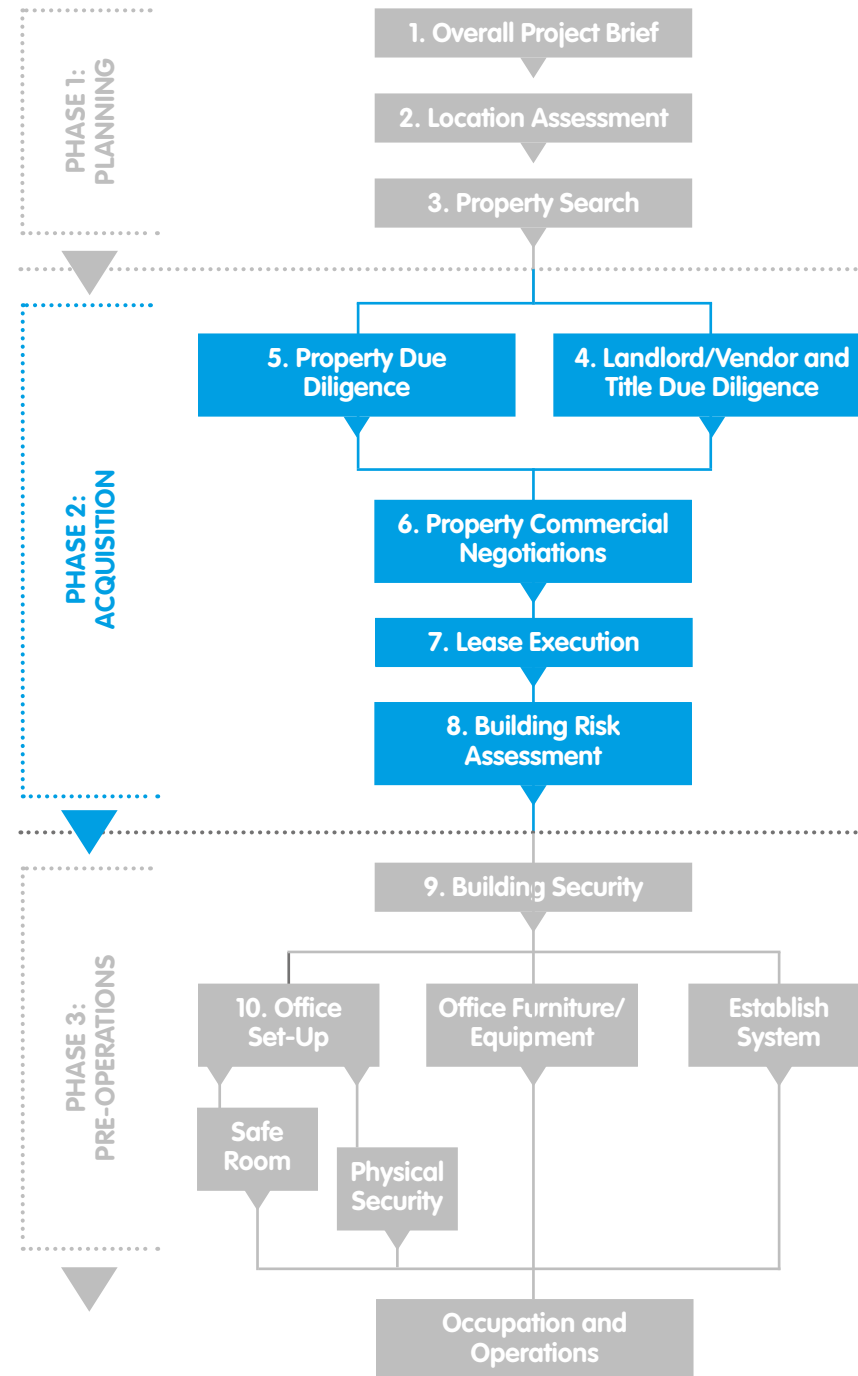
- Power supply and backup power supply
- Fire risk
- Building mechanics and electrics
- Facilities management
 - Guard force
 - Car parking
 - Toilet facilities
 - Cleaning and maintenance
- Physical security
 - Perimeter
 - Direct vicinity (other compounds, waste land, etc.)
 - Stand-off
 - Access control
 - Emergency escape routes
 - Intruder detection systems
 - Zones within the building
 - Blast protection
 - Traffic calming
 - Parking provision and its location
 - Physical structure and quality of walls, doors and windows
- Construction materials and methods
 - Earthquake resistance
 - Solidity
 - Concrete versus local construction materials – and impact on temperature management

Using the completed property analysis sheets (one sheet per option), it should be easy to make an informed decision about which properties to shortlist.



Tool 4
Property analysis template

2 Acquisition





If, at any time, you are not sure, or are seriously concerned, stop and seek advice before investing any money. Conversely, if an offer looks too good to be true, it probably is. Again, stop and seek advice.

2.1 Property and landlord due diligence

Having identified a specific property, it is imperative to undertake as many checks as possible. This is to ensure that the persons and/or agency involved in the transaction (both the owner and any agent) are reputable and legitimate, that the paperwork is in legal order and that due process is being followed. Failure to identify and effectively manage this risk may result in the agency suffering financial loss, delays, coercion and reputational damage.

Risks to consider:

- What is the landlord's record/reputation?
- Are you dealing with a politically exposed or sanctioned person?
- Does the individual have current or historic links to terrorism or armed groups?
- Is the individual subject to litigation?
- Has the individual been previously declared insolvent or bankrupt?
- Has the individual been disqualified as a director of a company?
- Has the individual faced a conviction for corruption or financial crime?

Additionally, it is very important to ensure that the property title is genuine and has no claims attached to it, otherwise legal disputes may follow. Local legal counsel and notaries can coordinate these and other legal checks. Points to be considered and/or clarified are:

- Existing title, easement, mortgage and covenant evaluation

▶ See *Glossary*

- Permitted ownership rights on the site
- Local and regional laws

- Setting up of legal entity
- Local employment and labour laws
- Permitted use of building and zoning
- Insurance
- Customs regulations
- Building certificate
- Occupancy certificate
- Building registration
- Lease/title registration

Landlords will typically only insure the structure and systems they have installed themselves. Any alterations to the structure and newly installed equipment or machinery will need to be covered by the tenant, i.e. the NGO.

It is also important to check what changes can be made to the property, and what happens at the end of the lease agreement. For example, will any additions such as air-conditioning units, doors or locks become the property of the landlord or does the property have to be returned to its original state?

When purchasing a property rather than leasing, there is a need to undertake more thorough checks. This covers not only property title (and mitigation measures against possible dormant land claims) but also:

- Vendor's obligations on the land before sale (e.g. vacant possession, decontamination, levelling).
- Landlord assistance with local planning authority and permit approvals (before final signature, or afterwards but only having negotiated an extra cancellation option).
- Landlord's on-going insurance.
- Soil pollution risks versus liability mitigation.

2.1.1 Property due diligence

Having scrutinised the legal aspects of the transaction, it is equally important to check the physical aspects of the property thoroughly. Examine the office or building to ensure that everything is acceptable. For lease agreements these include aspects such as:

- Building survey of selected options (structural, technical, mechanical and electrical)
- Environmental review
- Seismic review
- Security risk assessment surveys
- Fire risk assessment surveys

- f. Neighbourhood and surrounding occupier analysis
- g. Site amenities (water, electricity, gas, sewers, etc.)
- h. Site connectivity to major hubs and cities (transport and infrastructure)
- i. Furniture and office equipment provision
- j. Ability to sustain required fit out/development requirements (if any)
- k. Budget cost of improvement works (if any)
- l. Fit out/development permits required (if applicable)

Where provision is unacceptable, obligations to rectify must be negotiated with the landlord, as appropriate, and steps taken by the agency to mitigate any risk from aspects that are not in the landlord's control.

When buying, further aspects need to be considered such as:

- a. Planning/zoning regulations of the site (permitted development, operational licences, etc.)
- b. Pollution surveys
- c. Site topography suitability
- d. Seismic surveys
- e. Environmental surveys
- f. Initial investigations with local authorities on planned development
- g. Requirements for and ability to increase the capacity of utilities



If during investigation any 'red flags' are raised on the issues listed above (or other concerns become apparent), then the property should either be discounted or negotiations initiated to rectify the issue.

2.2 Negotiations

With the shortlist down to 2 or 3 options, it is now the point to begin commercial negotiations. It is important that property due diligence has commenced at this stage to allow negotiations to incorporate any findings into the commercial terms.

The negotiation process for renting or buying an office is similar. The main difference between the two is that when renting, there is an ongoing contractual relationship between the organisation and the landlord. This means that when renting, the more detailed the lease document can be, the smoother the ongoing relationship is likely to be. When buying, there is a transfer of title and thus transfer of ownership at a specific point in time.

The recommended stages to follow in conducting lease negotiations are:

- a. **Define the important lease terms.** It is important to define what terms matter to the organisation.
- b. **Produce a letter of intent.** The purpose of the letter is to agree commercial terms and to buy the time needed to undertake proper due diligence, draft the lease and gain the approvals required to sign the lease. If at any stage negotiations fail or the option proves unsuitable, the non-binding nature of the letter allows the parties to walk away without penalties.

Many landlords and local agents in these markets are relatively inexperienced when it comes to the expectations of an international occupier. Their expectation will probably be limited to defining rental value/price, lease start/duration or purchase date. Experience has shown that it is beneficial to clearly define all demands at the outset. Therefore, it is recommended to draft a comprehensive non-binding letter of intent¹ around the important lease terms. This will reduce the likelihood of later misunderstandings.

A letter of intent can be as simple as one wishes, but the more it contains the easier the subsequent negotiations will be.

Typical terms or factors to include in the letter are:

- Details of space being leased
- Lease dates and duration
- Break and renewal options
- Notice periods
- Rent (or sale price) and rent-free period
- Capital contributions and other incentives
- Service charges and taxes
- Any other costs
- Indexation provisions
- Payment currency and frequency
- Security deposits and bank guarantees
- Subleasing, assignment and partial hand back options

¹ A letter of intent can be construed as legally binding so it must include the phrase 'subject to contract, not a binding or enforceable agreement', and must be approved by a local legal counsel before signature. See Tool 7 Letter of intent.



Tool 5
Building lease terms

Tool 6
Key lease terms



Tool 7
Letter of intent template



Tool 7

Letter of intent template

- Rights of first refusal
- Works to be undertaken and access to undertake
- Space condition at lease start and schedules of condition
- Maintenance works and reinstatement works
- Structural repairs
- Landlord/tenant or vendor/purchaser responsibilities
- Insurance
- Access to and security of the office
- Rights to put up signage, antenna, security modifications etc.
- Costs (notary, stamp duty)
- Exclusivity clause
- Confidentiality clause
- Non-binding clause

It is advisable to present the letter of intent to the landlord after several discussions/meetings and to fully explain the process so as not to overwhelm or alarm her/him. During negotiations it is also strongly advised to include an 'exceptional break option' to give the right to break an agreement at any time in case of unforeseen local emergency, diplomatic incident, crisis, violence, coup or war. The aim is for all lease terms and obligations to cease upon the lease break and the agreement to become null and void with the agency being exempt of all liability from that date.

c. **Negotiate the letter of intent.** Once an initial visit has been made and a meeting with the landlord conducted to deliver the letter then it may be possible to negotiate the letter of intent remotely (via telephone, Skype or email). Negotiation should not cease until the key requirements have been obtained.

2.3 Lease execution

By passing the agreed letter of intent to the agency's legal counsel you will enable them to draft the necessary documentation and send it to the landlord for final agreement. On the assumption that the due diligence process has not identified any cause for alarm and any necessary modifications have been successfully negotiated into the letter of intent, then the actual execution of the legal contract should be relatively straightforward.

The template for lease/sales deeds will depend on the country and law under which the property is being transacted. It is important to understand local processes to ensure the legality of the contract. For example, certain jurisdictions require notarisation of documents to be signed by both parties. Also, the sales contract often needs to be registered with the relevant local authorities. Similarly, regulations will vary when it comes to lease agreements. For example, in some countries it is a legal requirement to register lease agreements, whilst in others it is not.

2.3.1 Space sharing considerations

Sharing offices can substantially reduce costs but can also lead to friction if the situation is not properly managed. The more similar or culturally aligned the organisations are, the less likely that they will disagree. If co-locating an office with another NGO, it would generally be preferable to share with an organisation funded by the same donor as this might ease financial arrangements.

▶ See Annex: Shared offices

Having agreed to share, both parties should hold meetings to agree:

- General logistics of the office
- How to share office equipment
- How to share costs e.g. a receptionist, if applicable
- How to share telephone line rental, internet connection and other associated costs
- How to share office cleaning costs
- Responsibility for implementing and managing guard services and other security procedures
- Common practices to ensure and maintain site health and safety
- Dispute resolution process

To avoid potential disputes it is recommended that a sub-lease be prepared covering all of these factors.

2.4 Building risk assessment

Once the property has been obtained and before operations commence, a full risk assessment should be carried out to identify and mitigate against likely risks to people, processes and productivity. Detailed guidance on how to do this can be found in the EISF publication *Security Audits*, 2013.

▶ See EISF guide 'Security Audits'



Tool 8

Building risk assessment checklist



Tool 9
Utilities
checklist

Risks and threats that should be considered include:

- a. Theft of office equipment, personal possessions or agency supplies
- b. The likelihood of civil disturbance (e.g. rioting) nearby
- c. The likelihood of military/terrorism type activity (explosive devices and small arms fire)
- d. Factors such as fire risk, flood or earthquake
- e. Make-up of staff and inter-tribal or ethnic relationships

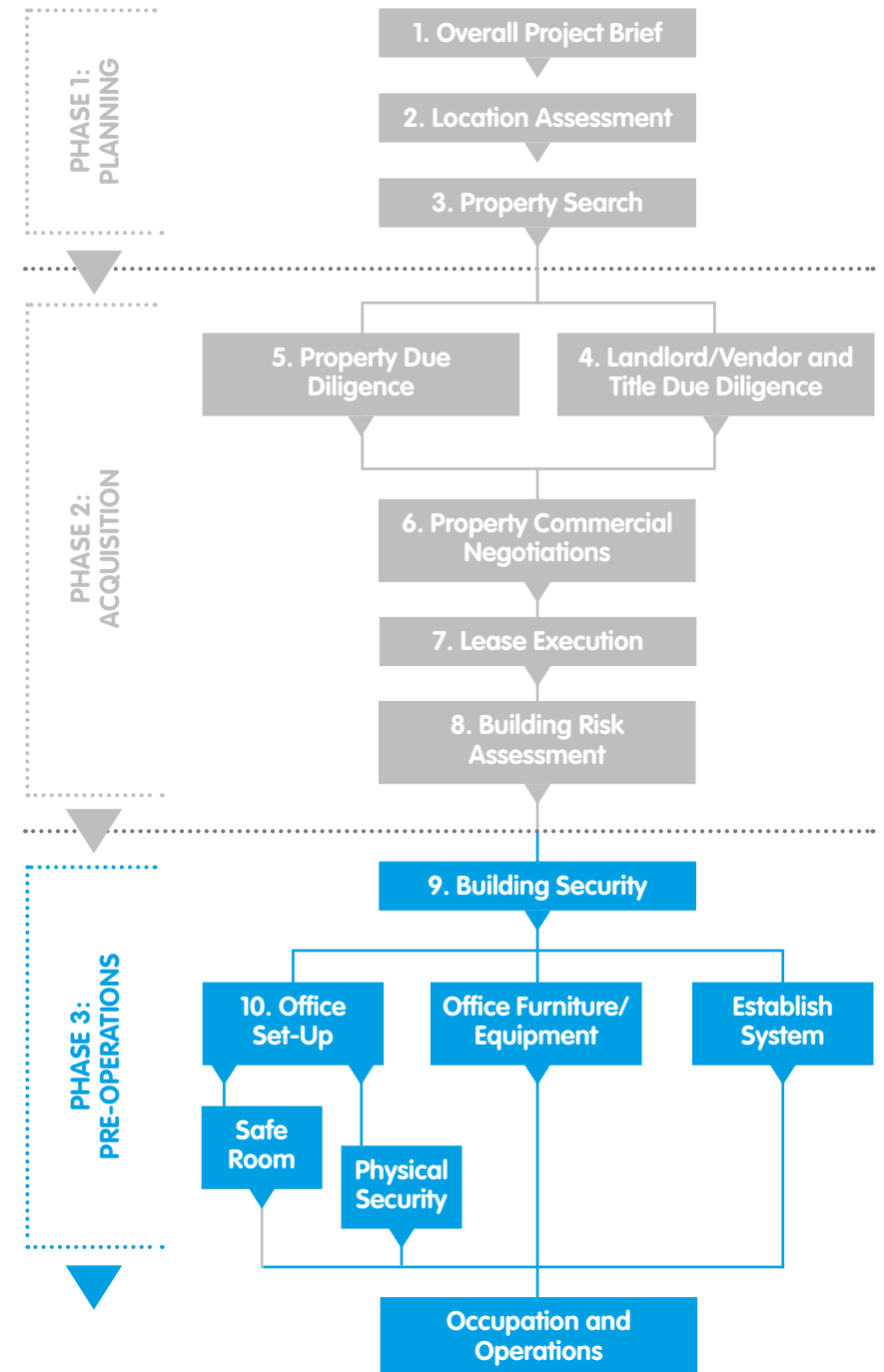
The results of the risk assessment should then inform office policy, operating procedures and drive any security enhancements that have been identified.

As part of the audit process, a number of questions need to be asked to determine the current state of utilities such as fire safety, water supply, and electrical supplies.

'If modifications or enhancements would be required, the impact on the neighbours should be considered, e.g. secondary access point, generator on for long hours, large water storage tank on roof, etc.) as this can affect the acceptance you are likely to have in the area.'



Pre-operations



Once ownership of the office is assured, the final processes can occur simultaneously since the investment risk has been reduced to a large degree by this time. It should now be possible to start modifying the space, acquiring furniture, fixtures and fittings, and hiring local employees. This process is informed by the building risk assessment as carried out in the last phase.

3.1 Building security

Security of the building, its people, its visitors and its processes should be appropriate to the budget and the risk appetite of the agency. All measures should be a balance between the local threats, the agency's public profile and its organisational policy. If the environment is complex or high-risk it is suggested to seek the advice of a security risk management specialist. Improved security measures may be necessary and should be driven by the findings of the previous building risk assessment, considering all aspects of the risk, both the threat and the impact in terms of image, reputation and acceptance.

With any system, you need to think through the consequences. If you have a CCTV system, is someone going to be monitoring it 24/7 or is it merely a tool for analysis when something goes wrong (rather than a preventative measure)?

It is important that the objective of any security measure is clear. It is easy to put barbed wire on the top of walls to deter thieves, but will it have the unintended consequence of drawing attention to the property as a place that must have expensive resources that need to be protected?

Specific issues to consider include:

- Perimeter security. Do you need a physical barrier surrounding the office, car park or compound? If there is one already, is it fit for purpose?
- Access control. If you have a secure perimeter, is there a requirement to control who comes in and goes out? This applies equally to the main gate of the compound and the actual door to the office space.
- Electronic security measures may be necessary e.g. CCTV, alarms etc.
- Vulnerable exterior areas (perimeter, buildings, car parks etc.) and the main entrance. However, the impact on neighbours must also be considered. They may not be happy if a bright light shines into their bedroom every hour as a guard does rounds.
- Vehicle control and parking, for staff and visitors, will have a direct impact on security and will require planning accordingly.

- A safe room should be considered if the threat level dictates.

▶ See 3.3.1 Safe rooms

- Escape routes and shelters should be identified and regularly checked. Staff should be educated on which routes should be used when and why, and routine emergency exercises should be carried out.
- Ease of ingress into the site and the potential need to slow down the ingress of intruders, e.g. by using internal gates/baffles.
- Emergency/incident procedures should be written and rehearsed frequently as well as putting post-event review procedures in place.

It is important that security measures do not become safety risks, e.g. bars on windows could prevent escape in case of fire/earthquake.

Manned guarding may be necessary to secure the perimeter, control access and respond to events. Consideration should be given to whether to hire private security providers (PSP), local guards, watchmen, or a mix. It is essential to decide beforehand:

- Expectations of what they will and will not do.
- Whether watchmen or guards will be present at the accommodation when staff are off-duty.
- If there is an armed response to support none-armed guards in case of an incident or armed guards, the kind of armed response they can use.
- Who is in charge of managing the guards, their training and refresher courses.

Organisations often use the term watchman rather than guard to support the understanding that staff are not expected to risk their own safety to protect the compound and assets.

▶ See EISF briefing paper 'Engaging Private Security Providers: A Guideline for Non-Governmental Organisations'.

3.2. Office set up

In the process of securing the office, planning must include establishing effective working systems. Points to consider are:

- A physically secure location in the office for storing data, confidential information, money and other valuable items, with consideration of access after hours and duplication in case of loss.



- b. An appropriate space for vehicle/fleet maintenance to be conducted properly and in a safe environment.
- c. Reliable means of communication to be established and maintained and a backup system installed.
- d. Appropriate checks on all suppliers to confirm their reliability and reputation. Ensure impartiality by sourcing resources from a balance of ethnic and/or political groups or areas. Considerations that come under suppliers include:
 - i. Securing a reliable fuel supply.
 - ii. Ensuring a safe and secure fuel stock particularly if generators or heaters are routinely required.
 - iii. Ensuring an adequate and safe water supply or system of delivery and storage.
 - iv. Equipment maintenance and/or service of office equipment.
 - v. Personnel employed by the office should be vetted to ensure they pose no security risk.

An acceptance strategy is of paramount importance and should be integral to the overall process. Activities of the agency can have a negative impact on the life of the neighbours (noisy generator, cars parked in the street) and mitigating measures should be considered. For example providing neighbours with power from the generator and/or agreeing a cut off time.

- a. Decide on an appropriate acceptance strategy to suit the context and the organisation.



Remember that neighbours and other stakeholders will also get information about the organisation from the internet and social media, and the acceptance strategy and staff behaviour must take this into account.

- b. Consider an inclusive launch event to advertise the NGO's presence and establish good local links to develop positive relationships.
- c. Prepare a media reactive line in case of a serious incident as part of contingency planning.
- d. Ensure all communications stress the mission and mandate of the organisation in accordance with the overall acceptance strategy, for example stating that the organisation implements all its programmes in accordance with the humanitarian principles.

Human resources should be sourced in accordance with local labour laws, customs and social demographics including inter-ethnic relationships. Failure to do so may cause tension within the local area and call the NGO's neutrality into question. This applies to hiring reception staff, local guards, drivers or cleaning services as well as programme staff.

'In field locations, work with local elders to understand local security customs and identify appropriate mitigating measures. For example, use guards identified by elders so the community feels responsible for security of the site. This is often used for local warehouses.'



3.2.1 Office furniture

As an organisation, decide during the planning phase what furniture and office equipment are required to operate effectively. In many markets, the provision of furniture can be negotiated through the property agent as part of a lease or purchase arrangement. At a minimum, the agent will probably be in a position to advise on where to source furniture or equipment.

3.3 Standard operating procedures and contingency planning

As part of the office set up, standard operating procedures should be developed and implemented for staff and visitor movements both to and from the office, and in and out of the building itself.

Contingency planning should be part of the initial planning phase and continue through the duration of the programme. There are many forms of operational and business continuity plan depending on the nature of operations but in basic terms, generic contingency planning for an organisation should consist of three dimensions:

1. Risks that may delay the progress of establishing the office and its opening:
 - a. Take into account the local pace of business.
 - b. Consider the chance of unexpected project delays.
 - c. Account for local holidays/religious festivals, which may delay progress.
 - d. Anticipate unforeseen or unbudgeted costs.
 - e. Follow project risk management principles.
2. Risks that might impact on operations:
 - a. Conduct full risk assessments and plan for all possible accidents, incidents or mishaps (e.g. riot, IED/bomb, crime etc.).
 - b. Plan for possible civil unrest and/or protest movements near the office.
 - c. Consider environmental factors which require crisis response (e.g. flooding, landslide, earthquake etc.).

- d. Monitor the political situation in case of any potential instability.
 - e. Have a policy for kidnap.
 - f. Have a policy for coercion.
3. Direct physical risks to employees and visitors:
- a. Create full procedures for relocation within the country and evacuation from the country for international staff, as well as procedures for national and relocated staff. These should include hibernation procedures where staff can withdraw to a safer location until the danger has receded. The threat may come from civil disturbance, political unrest, military action, terrorism, disease or natural disaster.
 - b. Medical facilities should be located, visited and assessed so that all are aware of the level of professional treatment available. Identification of admittance procedures should also be understood; medical insurance approval of a facility may not be sufficient to ensure rapid admittance in case of emergency.
 - c. All routes relating to extraction points or medical facilities should be studied and ideally reconnoitred as well as contingency routes planned in case checkpoints, violence or natural disaster precludes the use of primary routes.



Contingency planning should be an ongoing, iterative process evolving from the initiation of the project until termination. It should be considered that emergency evacuation might become a requirement at any time. Therefore, a clause to reflect that the agency might depart in a hurry should be included in any rental contract, described previously as an 'exceptional break option'.

3.3.1 Safe room

A 'safe room' is a pre-identified and prepared room into which staff can quickly withdraw to safety in the case of emergency. Its construction will depend on the structure of the building and nature of the likely threat, e.g. targeted physical attack, general civil unrest, or attempted kidnap. The room should be in the interior of the building with a reinforced door to prevent unwanted access. If there are windows (preferably not), these should be barred and covered with protective film to avoid projectiles entering the room and reduce the likelihood of glass shattering. If there are concerns about small arms fire or heavier weapons then walls need to be reinforced against these threats (and definitely situated away from external walls). The room should have an alternate (guaranteed) communication method, food, water, medical supplies, firefighting capability and sanitation provision since stays may be longer than anticipated.

Features to consider:

- How long would a lockdown need to be sustained (i.e. how far away is external support) and how many people would be included?
- It must be in close proximity to normal activity, ideally within the building itself.
- In areas subject to a risk of aerial bombardment or artillery, a ground floor or basement location is recommended.
- If the room is to be used for protection against small arms fire, the walls of the safe room should not be the external walls of the building.
- It should possess a reinforced outward-opening steel door (so it cannot be kicked in).
- The door should be lockable from the inside (preferably with a strong 'dead bolt' lock). The strength of hinges should be considered as well as of the lock.
- The door should NOT be lockable from the outside (to avoid being imprisoned).
- The entrance should be positioned in such a way that there are 'dead corners' so that occupants have good shelter should projectiles be fired through the doorway.
- Ideally the safe room should possess an independent safe exit (such as a reinforced window with a removable metal grid). If there is a back door, it should be secured so that it cannot be used to enter and not easily blocked from the outside.
- Toiletry and sanitary needs become paramount if occupied for significant periods.
- Drinking water, medical supplies and rations should be stored in the safe room if practicable.
- Lighting, torches and candles will be required.
- Appropriate warm clothing depending on the conditions.

'Rehearse the procedures for evacuating into the safe room. You do not want to do this for the first time during a real emergency!'





Annex: Shared offices

Different organisations may have different attitudes to safety and security. In many low threat contexts this is not a major concern, but as risk levels rise, the need for all occupants of any shared facility to coordinate on safety and security becomes increasingly important.

When several organisations come together to share space there can often be a lack of shared vision on what constitutes adequate security. For example, if a compound or office is shared and there is a fire that causes destruction of equipment, insurance companies or donors will ask what fire prevention measures were in place, who was responsible for ensuring that alarms and extinguishers were checked and in working order, who was responsible for having the building wiring inspected, who was responsible for enforcing a no-smoking policy... etc. Without clear answers, many insurance providers or donors may refuse to replace lost equipment. This problem becomes more acute if there are injuries or deaths from a fire, robbery, hostage-taking or similar serious offence.

While all staff at all levels have a responsibility for safety and security, it is usually the organisation that is the leaseholder that is legally responsible for safety and security.

In the event of an incident, the leaseholder will be held responsible by external agencies (police, host government, donors, insurance companies, family members, neighbours) and the agencies that occupy the space. This does not absolve the other organisations sharing a compound from their own responsibility for supporting and enforcing safety and security policies. The legal requirement is to determine negligence in the event of an incident. Should any one member be seen to be negligent in the enforcement of established policies or procedures, leading to loss, injury or death, there will also be potential legal and moral ramifications.

The ideal scenario is that all organisations sharing a facility or an office undertake a shared risk assessment process, agree on the results, develop risk mitigation strategies to reduce exposure and possible impact of these threats, and in doing so accept shared responsibility for enforcing them. This may very well include a financial cost component to establishing a safe and secure shared environment. How those costs are shared and met will need to be agreed as well.

Organisations may have different methods for defining security risks. However, if we consider there are generally 5 risk levels:

1. Very low risk
2. Low risk
3. Medium risk
4. High risk
5. Very high risk

The minimum safety and security standards for a Level 1 shared office would be significantly different from a Level 5 office.

The categories that are considered at each risk level are:

- Facility physical security
- Access control
- Incident reporting
- Safety (e.g. fire, earthquake)
- First aid
- Communications

All organisations require as minimum a security plan for every country they operate in, regardless of the security threat level. Each organisation in the shared office may have its own security plan, or an agreement may be reached that the leaseholding organisation is responsible for developing and enforcing a security plan that is agreed by all occupants. This should be considered a bare minimum for shared facility safety and security.



The checklist below provides an example of what could be considered a minimum for each increasing level of risk.

Minimum standards for shared offices

Category	Minimum standards at each risk level				
	Level 1	Level 2	Level 3	Level 4	Level 5
Facility security					
Perimeter wall or fencing			X	X	X
Main access gate			X	X	X
Rear emergency exit gate			X	X	X
Compound lighting			X	X	X
Secure reception area				X	X
Panic button alarms				X	X
Out of hours alarm system				X	X
Internal safe room or external bunker				X	X
Roof access blocked or controlled				X	X
Blast film on windows				X	X
Back-up generator w/fuel			X	X	X
Security guards (24 hours)			X	X	X
Access control					
Security guards posted at main access gate			X	X	X
Staff photo ID				X	X
Staff required to sign in and out at gate				X	X

Category	Minimum standards at each risk level				
	Level 1	Level 2	Level 3	Level 4	Level 5
Visitors required to produce identification			X	X	X
Visitors required to sign register			X	X	X
Visitor vehicles searched before entry				X	X
Visitor vehicles not permitted in compound				X	X
Visitors to be given temporary ID pass			X	X	X
Visitors to be escorted inside compound				X	X
Contractors' vehicles to be searched				X	X
Incident reporting					
Shared incident reporting system			X	X	X
Shared incident investigation system			X	X	X
External incident tracking (from other NGOs)			X	X	X
Access to UN alert system				X	X
Other NGO alert systems				X	X
Crisis communications shared strategy			X	X	X

Category	Minimum standards at each risk level				
	Level 1	Level 2	Level 3	Level 4	Level 5
Fire prevention					
Fire extinguishers, 1 unit per floor minimum	X	X	X	X	X
Fire exits: locked externally/ opened internally	X	X	X	X	X
Fire escape/ladders for multi-storey building	X	X	X	X	X
Smoke detectors	X	X	X	X	X
No smoking in building (designated area only)	X	X	X	X	X
Annual electrical wiring inspection			X	X	X
Fire extinguishers tested every six months	X	X	X	X	X
Staff trained to use fire extinguishers	X	X	X	X	X
Manual fire alarms			X	X	X
Fire evacuation drills and marked routes	X	X	X	X	X
No fuel/flammables stored near buildings	X	X	X	X	X
No rubbish/junk/flammables in compound	X	X	X	X	X
First aid					
Basic first aid kits available in all buildings	X	X	X	X	X
Designated staff trained in advanced first aid		X	X	X	X

Category	Minimum standards at each risk level				
	Level 1	Level 2	Level 3	Level 4	Level 5
Trauma-level first aid kits available			X	X	X
Automated external defibrillator			X	X	X
Location of PEP kits identified			X	X	X
Vehicle first aid kits for any shared vehicles		X	X	X	X
Stretchers, braces for self evacuation			X	X	X
Pre-approved doctors, clinics, hospitals			X	X	X
Communications					
Shared emergency phone tree	X	X	X	X	X
Warden system for security or evacuations			X	X	X
Satphone available to all members/partners			X	X	X
Computer firewall if shared network	X	X	X	X	X
Shared Crisis Communications Strategy	X	X	X	X	X
Agreed branding/visibility strategy			X	X	X
Agreed disclosure of controversial statements			X	X	X



Glossary

Bill of sale A written document that transfers title to personal property.

Covenant A promise made in writing.

Covenant of Right to Convey A promise in a deed that the grantor has the legal capacity to convey the title.

Deed The legal document conveying title to a property.

Easement A right of way giving persons other than the owner access to or over a property.

Fixed lease A lease in which the lessee pays a fixed rental amount for the duration of the lease.

Landlord The lessor or owner of the leased property.

Lease A written agreement between the property owner and a tenant that stipulates the payment and conditions under which the tenant may possess the real estate for a specified period of time.

Letter of intent A document outlining an agreement between two or more parties before the agreement is finalised.

Net lease A lease in which all expenses associated with owning and operating the property are paid by the landlord. Also called a gross lease.

Sublease A lease in which the original tenant (lessee) sublets all or part of the leasehold interest to another tenant (known as a subtenant) while still retaining a leasehold interest in the property.

Tenant A person or entity that has possession of the property through a lease. A tenant also may be referred to as a lessee.

Title search An examination of public records to determine and confirm a property's legal ownership, and find out what claims are on the property.

Zoning The designation of specific areas by a local planning authority within a given jurisdiction for the purpose of legally defining land use or land use categories.

Tools

Available to download and edit from www.eisf.eu



Tool 1

Agency needs form

Agency	
Project name	
Country and city	
Tenure (freehold or leasehold) (rent/buy)	

Location	
Describe any preferred location or submarket	
Would you consider any other area? Which ones?	

Functionality, headcount and quality requirements	
Main use of space	
What is the function of the new space and how will that affect the layout and infrastructure (e.g. open plan layout, storage space, comms room, etc.)?	
How many employees will the space house?	
How many visitors or temporary employees will the space house?	
Are there other elements that will impact on space needs and utilisation to be taken into account? (e.g. size of warehousing)	
How long do you anticipate being in this place?	
What is the estimated headcount growth in 2 - 3 years?	
Will you be open to consider converted residential space?	

Space requirements	
What is the space requirement?	
How flexible can you be in terms of space requirements?	
For instance, would you consider a larger space and partition a section off for future growth?	
Do you have any particular requirement/standard in terms of the depth of the floor plate/ceiling height, etc.?	
Is the preference to be on one floor or several floors?	

Parking/Public transport	
What is the number of parking spaces required?	
Can it be secured if necessary?	
Is covered parking desired?	
How much visitor parking is required?	
Is access to public transport important?	

Neighbours	
Are there any other NGOs or industries that you wish to be located with or near?	
Are there any NGOs, companies or entities that you do not want to be located with or near?	

Security	
Other than organisational guidelines, are there any other special security requirements required in the specific market?	

Health and safety	
Other than market legislation and your organisational standards, are there any specific Health and Safety standards that should be considered?	
Other than market legislation and your organisational standards (please provide), are there any specific fire safety infrastructure standards required?	

Timing	
When does the new space need to be operational?	
Is there a key lease event to be respected (break option or lease end) and what is the notice date?	
Is your timeline flexible?	
Are there any internal or external factors impacting on this timeline that need to be highlighted?	

Budget	
Do you have a target budget to help filter the initial search?	
Is your budget flexible?	
Are there any internal or external factors impacting on the definition of the budget?	

Telecoms	
Describe any unique telecoms need	

Other	
Is there any further requirement to take into account? For example, if sharing, would it be preferable to share with another organisation being funded by the same donor?	



Tool 2 Longlist template

All organisations require as minimum a security plan for every country they operate in, regardless of the security threat level. Each organisation in the shared office may have its own security plan, or an agreement may be reached that the leaseholding organisation is responsible for developing and enforcing a security plan that is agreed by all occupants. This should be considered a bare minimum for shared facility safety and security.

Country	
City	
Agency	
Date	

Property number for map	
Picture	
Property type (office/villa/land/other)	
Building address	
Building name	
Landlord details	
Sub-market	
Year built	
Building GFA/leaseable (sqm)	
Number of floors in building	
Year built	
Building grade	
Leasable area (sqm) of space available	
Floor available	
Open floor plan (yes/no)	
Leased space on 1 floor plate (yes/no)	
Space category (shell and core/Cat A/Cat B)	
Floor plan available in CAD and/or pdf (yes/no)	

Lease term proposed	
Availability date for lease start	
Asking monthly/annual rent office (local/sqm/month)	
Asking monthly/annual rent parking (local/space/month)	
Asking monthly/annual rent (total local)	
Management fees/service charges/taxes/etc (local/sqm/month)	
Exchange rate local to USD	
Asking monthly/annual rent office (USD/sqm/month)	
Asking monthly/annual rent parking (USD/sqm/month)	
Asking monthly/annual rent (total USD)	
Management fees/service charges/taxes/etc (USD/sqm/month)	
Rent free offered	
Other tenants in the building (if multi let)	
Number of public entry points to building	
Number of entry points to available leased area	
Raised flooring present (for IT cabling) (yes/no)	
Power source (grid/generator)	
Back-up power and water supply available (yes/no)	
Building/elevator swipe card access point (yes/no)	
Access 24/7 (yes/no) if no provide opening hours	
Heating ventilation and air con (HVAC) (yes/no)	
Fire escapes (yes/no)	
Fire detection system present	
Is the property on a secure compound (yes/no)	
Is there a security guard(s) at the building (yes/no)	
Is the building perimeter illuminated with lighting (yes/no)	
Is the building access controlled in some way (yes/no)	

Is there CCTV camera surveillance at the property (yes/no)	
Is there screening/searching of people at the building (yes/no)	
Other comments	
Scoring (1-5) building quality	
Scoring (1-5) size match	
Scoring (1-5) location	
Scoring (1-5) cost	
Scoring (1-5) amenities	
Scoring total	

Section for shared compounds	
What other agencies will share the compound?	
What are their requirements in terms of space/facilities?	
Who will take the lead in external contract (i.e. legal 'owner')?	
Who will be responsible for ensuring the compound is fit for purpose?	
Who will be responsible for day-to-day security management of the site?	
What are the costs associated with the above and how will this be divided/shared?	



Tool 3 Longlist options map

The map below is an example of how you may wish to map options. Maps are very valuable to show people who are not on the ground the location of options. Other points of interest, such as embassies, hospitals or client, can also be plotted as points of reference.

The numbers should correspond to the number of the option on the longlist.

The classifications A, B and R show the best options (A), the backups (B) and those which have been rejected (R).



Tool 3



Tool 4 Property analysis template

The list below is a summary of the key points so that the person visiting the site can gather all the key criteria. This will then enable the team to rank options and select a shortlist.

Note that the list can be modified to meet the key aspects of the search as needed. For example, if security in a walled compound is not key, this criterion can be removed, whereas if site gradient is key then this can be added to remind people looking at the site to note this.

Map reference	<i>Option number so it can be plotted on a map</i>
Address	
Sub market	<i>Area of city where it is located</i>
Landlord details	
Landlord due diligence check result	
Space type	<i>Purpose built office building, villa, apartment, land, industrial unit, other</i>
Space use permitted	<i>Can space be used for commercial, residential, other and can it be changed? Can space be modified (landlord/local by-laws) and if so by who and what are the rules at the end of lease period?</i>
Plot/Title details	<i>May be plot or title number (usually comes with supporting document)</i>
Fraudulent title check outcome	
Brief description of option	<i>Size, number of floors, bedrooms, etc.</i>
Parking	<i>If available; in basement, outdoor, private or on-street</i>
Completion	<i>If the building is still being built, when will it be ready?</i>
Availability	<i>When will the property be ready to move into?</i>
Condition	<i>In what condition will the building be delivered?</i>

Tool 4

Works needed	<i>What works will be needed to make space suitable?</i>
Appropriate space for receiving visitors	
Other	<i>Add specific requirements that are key to your brief and needs, could be site size, site gradient, etc.</i>
How will/can 'image' be managed	
Suitability to meet requirements brief	<i>Is the option suitable?</i>

Secure gated and walled compound	<i>What currently exists? What is common in the neighbourhood? What could be done to strengthen the perimeter if required? What are the adjacent buildings of the compound/building?</i>
Access points	<i>How many access points? Are they formal/informal?</i>
Ingress	<i>How easy is it for hostile operators to access the compound and then access the building?</i>
Security Stand Off	<i>Distance from perimeter wall to building itself</i>
Guard house at front	
Guarded compound	
Contingency planning	<i>Escape routes/safe room</i>
Other	<i>Add specific requirements that are key to your brief and needs, could be site size, site gradient, etc.</i>
General security comments	

Seismic testing	<i>Is the location in a seismic zone and if so how will the building be tested? If testing unlikely, is the building of appropriate construction, with easy exit points, etc.?</i>
Fire code acceptability	<i>What exists (e.g. two means of escape per floor) and what is needed?</i>
Site amenities	<i>Are water, drainage, power and gas present or can they be brought in?</i>
Backup generator	

Site composition	<i>Site tested for minerals and suitability to take (additional) constructions</i>
Site contamination	<i>Have tests been carried out? (This is especially key when purchasing)</i>
Permitted construction ratios	<i>What can be developed on the space/building/land (if applicable)?</i>
Other	<i>Add specific requirements that are key to your brief and needs</i>

Asking rent/price	
Service charges	
Other costs	<i>May be VAT, stamp duty, transfer taxes, registration fees, etc.</i>

Major tenants in building	
Other major occupiers in vicinity	
Sub market	<i>Area of city where it is located</i>

Shared compound	<i>Who will take the lead in external contract (i.e. legal 'owner')?</i>
	<i>Who will be responsible for ensuring the compound is fit for purpose?</i>
	<i>Who will be responsible for day-to-day security management of the site?</i>
	<i>What are the costs associated with the above and how will this be divided?</i>
Acceptance strategy	<i>What is the best perceived local image?</i>



Tool 5 Building lease terms

Many landlords and local agents in these markets are relatively inexperienced when it comes to the expectations of an international occupier. It is beneficial to clearly define all demands at the outset. Therefore, it is recommended to draft a comprehensive non-binding letter of intent around the important lease terms. This will reduce the likelihood of later misunderstandings.

The terms provided below are only an example of lease terms. These should be adapted to the particulars of each location and the country laws and regulations.

Main lease terms	Agency and location
Unit of measurement	Square Metres
Rent	Quoted in US\$ or local currency/sqm/year
Typical lease term	3-5 years
Frequency of rental payments (in advance)	3 years in advance, second payment 2 years in advance or full term upfront Need to negotiate lease provision for repayment of unused rent if lease determined early
Typical rent deposit (expressed as x months rent)	None
Does tenant have statutory rights to renew	No – unless negotiated for in original lease
Basis of rent increases or rent review	Rents are usually fixed for upfront payment
Frequency of rental increases or rent review	After end of upfront payment
Responsibility for service charges / management fees	Tenant responsible for his pro-rata share in addition to the rent – payable yearly but and reconciled although may be subject to a 'reasonableness' test
Responsibility for utilities	Either landlord is responsible for all utilities, but costs are charged back to tenant via service charge, or costs are separately metered and payable by each tenant
Responsibility for internal repairs	Tenant responsible within the private leased area
Responsibility for repairs of common parts (reception, lifts, stairs, etc.)	Landlord responsible but costs charged back to tenant via service charge

Responsibility for external/structural repairs	Landlord responsible
Responsibility for building insurance	Landlord responsible, costs only charged back if premiums are raised due to tenant's particular activity
Responsibility for stamp duty	Tenant responsible
Responsibility for local property taxes	Landlord responsible
Responsibility for VAT/GST payable on rent and service charge	Tenant responsible (5% on both rent and service charge). N.B. Legitimacy of VAT on rent is uncertain and subject to final judgement. Therefore currently some landlords do and some don't charge VAT on top of rent
Tenant subletting and assignment rights	Subletting and assignment to group companies possible subject to landlord's approval Subletting and assignment to third parties are subject to negotiation, however, generally only permitted where proof of good standing can be provided
Tenant early termination rights	By break clause or through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant). Breaks are not usual: lease renewal is accepted method
Tenant's building reinstatement responsibilities at lease end	Original condition allowing for wear and tear



Tool 6 Key lease terms

This checklist provides guidance on the principal terms to be found in commercial lease agreements. As negotiations progress these need to be considered on a case-by-case basis. Modifications to the list can be made as needed.

Identity and description of the parties	A clear and legally accurate description of the landlord(s). If multiple landlords such as named individuals one should be empowered by e.g. a Power of Attorney to act on behalf of the others.
Cost to secure space and take it off market	May have to pay a deposit to secure the space, ensure this is kept to a minimum.
Bank guarantee	Not recommended (see security deposit below).
Description of the premises	A clear and accurate definition of the premises including measured square footage/metreage, floor plans (to be attached to lease), and any car parking allocation. All rights of access and exit, rights to any common areas (e.g. main reception, lifts, staircases and toilets) and to any associated services to also be specified.
Lease term/length	Minimum and maximum duration.
Term commencement	A clear statement of the lease term and of the lease commencement and expiry dates.
Rent and rental payments	Amount and frequency of rent to be clearly stated, including cost per square foot/metre, and whether or not this sum is inclusive of local taxes, VAT and any service charges.
Security deposits	Security deposits should only be accepted where landlord demands them and they represent normal market practice. They should be refundable in full on expiry or early termination of the lease unless held against damage.
Service charges	Clear statement of services provided by landlord and amount(s) payable for these. Tenant should have right to audit these charges. In multi-tenanted buildings, tenant charges should be proportionate to area occupied. Formula for service charge increases should be clear and reasonable.
Rates and other taxes	Clear statement that the tenant is only liable for occupation-based taxes (if any) and not any based on ownership of premises.

Utilities	Clear statement of what these are (water, gas, electricity - including air-conditioning, sewerage, telecoms etc.) and how utility charges are calculated. Clarity on method and frequency of payment e.g. direct to third party service provider or via landlord. If latter, ensure there is no mark-up.
Rent free period	Attain maximum possible.
Other financial incentives	Attain maximum possible. These may include a capital allowance for, or contribution to, fit out.
Rent reviews/increases	Clear statement of the frequency of rent reviews and projected increases during lease term. Ask how rent is to be revised (e.g. 'to market' rent, by a fixed increase or by reference to RPI or equivalent index). Ensure that there is provision for arbitration in the event of any dispute.
Break clause	A clear right for the tenant to break at certain times in the lease or on notice if it ceases or reduces operations in the relevant location. This right should be exercised at no financial penalty. The landlord should not have a right to break so long as the tenant complies with all material lease obligations.
Renewal options	Clear right to renew lease for same or varying periods as existing term. Notice required to exercise right should be clear. Active notice requirement preferable to automatic renewal in order to avoid risk of renewal by default.
Expansion options	Option or right of first refusal for additional defined areas depending on the potential need for expansion and option to do so in property.
Dilapidations/reinstatement	Schedule of condition attached to lease recording the condition in which the premises were leased. Fair wear & tear only in first term, nothing at all at renewal.
Repairs and maintenance	Obligation on landlord to maintain common parts, exterior and structure and any building plant and machinery. Landlord should also be responsible for inherent defects. Limit tenant's obligations to interior of leased premises.

Damage to premises	<p>A clause entitling the tenant to an abatement of rent and any service charges if the premises are damaged or destroyed, and during repair.</p> <p>An additional clause giving the tenant the right to terminate the lease if the premises remain unfit for its use for any lengthy period and to then recover any advance payments already made.</p>
Insurance	Landlord to insure premises and show certificate of insurance.
User and rights	<p>Clear user clause permitting the tenant to carry out relevant activities.</p> <p>Specify any additional rights the tenant requires e.g. installation of satellite dish or other telecoms equipment, access to remote storage areas etc. Include changes required, e.g. installation of air conditioning, improving locks on access doors, etc., and state what condition the building should be left in.</p> <p>Also is changing external view (e.g. height of surrounding walls) permitted?</p>
Sub leasing/assignment	<p>Right to assign or share space with any subsidiary or associated entities, without landlord's consent. Clear right to sub-lease part or all of the premises to third parties (with consent from landlord which is not to be unreasonably withheld or delayed). No unreasonable restriction on rent which may be charged for sub-let space.</p>
Access and security	<p>Clear rights of access on a 24 hour/7 days per week basis. Accompanying right to keep premises secure on same basis may also be necessary.</p>
Condition of delivery	Clear statement as to how the landlord is to hand over premises; e.g. in open plan condition or as fully fitted space.
Initial fitting-out	<p>Clear provisions regarding any initial fit-out of premises. These should cover who is undertaking fit-out works (tenant, landlord or third party), who is paying, who has rights of supervision and control and what the timescale is. Appropriate plans and details should be attached to lease. Landlord should give clear consent to works at time lease is signed.</p>
Ongoing alterations	During term of the lease clear right for the tenant to carry out non-structural alterations without consent and any structural alterations subject to consent which is not to be unreasonably withheld or delayed.
Signage	Clear signage rights.



Tool 7

Letter of intent template

Agency details

Represented by:

Landlord details

Represented by:

Date: _____

Re: _____

Letter of Intent between _____ and _____

Dear _____,

Further to our discussions (ref: date and time) we have pleasure in confirming the terms and conditions upon which _____ would consider

_____.

1) Details of space being leased

2) Lease dates and duration

3) Break and renewal options

4) Notice periods and delivery

5) Rent (or sale price) and rent free period

- 6) Capital contributions and other incentives

- 7) Service charges and taxes

- 8) Other costs i.e. agency and legal fees (where applicable)

- 9) Indexation provisions

- 10) Payment currency and frequency

- 11) Security deposits and bank guarantees

- 12) Subleasing, assignment and partial handback

- 13) Rights of first refusal

- 14) Works to be undertaken and access to undertake

- 15) Space condition at lease start and schedules of condition

- 16) Maintenance works and reinstatement works

- 17) Structural repairs

- 18) Landlord/Tenant/Seller/Purchaser responsibilities

- 19) Insurances

- 20) Competitor clauses

- 21) Access to, and security of, the space

- 22) Rights to put up signage, antenna, security, etc.

- 23) Costs (notary, stamp duty)

- 24) Other clauses specific to negotiation or client

- 25) Period of exclusivity
Following signature of this letter of intent _____ will need to obtain formal approval for the _____. The parties shall make their best efforts to sign the _____ as soon as approval is given and in any case not later than _____.

The _____ grants a period of exclusivity to _____ expiring _____ (the 'Exclusivity Period') in order for them to complete their due diligence and for the parties to sign the _____. The parties will meanwhile draft the detailed terms and conditions into the legal documents. During the Exclusivity Period _____ undertakes not to conduct any further marketing of the Premises, or enter into any negotiations with any other party with regard to the premises to be let to _____, and _____ undertakes to discontinue any research and/or negotiation in respect of potential premises other than those which are the subject matter of this letter.
- 26) Confidentiality
Both _____ and _____ agree not to disclose to any third parties the contents of this Letter of Intent without having received prior written consent, with the exception of their respective shareholders, officers, bankers and advisers.
- 27) Letter of intent subject to contract
The present document is intended to constitute a letter of intent only and not a binding or enforceable agreement except with respect to the confidentiality and exclusivity described above. The statements made in this letter, in related correspondence and in the negotiations with the subject matter of this letter shall

not constitute any offer, acceptance or legally binding enforceable agreement against any party to this letter. More specifically, either party may at any time end discussions and negotiations without having to give any reason for doing so or incurring any liability for the payment of any costs of any kind and each party to this letter undertakes not to pursue any claim against the other as a result thereof except if either party has not fulfilled its obligations under the sections relating to confidentiality and exclusivity above.

Signature:

Represented by:

Date: _____

Signature:

Represented by:

Date: _____



Tool 8 Building risk assessment checklist

Address: _____

Date: _____

Site	
Number of building entrances?	
How many floors (including basements)?	
How many lifts (visitors and service elevators)?	
Is the building shared with other occupants? (who?)	
Are there any high-profile government buildings within 1.5km?	
Distance of the building to the nearest police station?	
Distance of the building to the nearest fire station?	
Distance of the building to the nearest hospital or medical facility?	
Are there diplomatic missions within 1.5km?	
Are there religious buildings or ethnic iconic locations within 1.5km?	
Any factories involved in production or processing of hazardous materials in proximity?	
What are the general sanitation and hygiene conditions of the site? (For example, note if the building is located close to a swamp and the presence of mosquitoes for risk of malaria or dengue.)	
Comments:	
Perimeter and access control	Yes, No, Answer
Does the building have a perimeter fence and/or wall?	
What is the approximate height of this fence? Any special features (razor wire, electrified etc.)	
Is the perimeter under CCTV coverage?	

Is there a barrier to control vehicle access?	
Is there a means to control pedestrian access?	
Does the building have an existing security guard force?	
If so, state name of security firm.	
Is the guard force in-house or outsourced?	
How long has an outsourced company been providing the security for the building?	
What is the number of guards during the day?	
What is the number of guards during the night?	
Do they carry out security checks on visitors?	
Is there a security control room? If so, is it manned 24/7?	
Do they patrol the perimeter of the building?	
Do they respond to emergency incidents or alarm activations?	
What nature of incidences is the guard force trained and equipped to deal with?	
Are the guard force armed?	
Comments:	
Building and access control	
Are building access points (doors) of a security design?	
Is there a manned reception desk?	
Are ground level windows secured (e.g. bars or grilles or films)?	
Do windows have anti-shatter film or laminated glass?	
Are doors and windows alarmed when locked?	
Does the building interior have a movement-triggered IDS?	
Where are the ACU/IDS control points terminated?	
Who keeps or maintain records of data from the ACU/IDS?	
Where do alarms trigger?	
Comments:	
Screening and searching	Yes, No, Answer
Are vehicles physically inspected or screened on entering the perimeter?	
Are pedestrians physically inspected or screened on entering the perimeter?	

Are pedestrians physically inspected or screened on entering the building?	
Do the security personnel manually search visitors?	
Do the security personnel use handheld metal and explosive detectors?	
Is there an Archway Metal Detector (AMD)?	
Is there an X-ray baggage scanner at the entrance of the building?	
Are post/packages screened on delivery to the building?	
Comments:	
CCTV	Yes, No, Answer
Do building access points benefit from natural surveillance?	
How many CCTV cameras cover the outside of the building?	
How many CCTV cameras cover inside the building?	
Are cameras fixed or pan and tilt?	
Is the CCTV footage displayed live on screen?	
From where is the CCTV monitored?	
Are the images from the CCTV recorded?	
How long are recorded images from CCTV stored?	
How many CCTV cameras cover the outside of the building?	
Comments:	
Traffic control	Yes, No, Answer
Is there traffic management?	
Is there dedicated parking and is it secure? How many spaces?	
Is parking separated between visitors and tenants/staff?	
How is vehicle access controlled (e.g. vehicle security barriers)?	
How many vehicle entrances and exits to the car park?	
How many pedestrian entrances and exits to the car park?	
Is there direct access (e.g. elevator, staircase or internal door) to car parks from within the building?	
What is the vehicle stand-off distance?	
Comments:	

Security lighting	Yes, No, Answer
Is the perimeter lit with security lighting?	
Is the area lit with security lighting?	
Is there floodlighting on the building exterior?	
Is the gatehouse area illuminated?	
Is there supplementary lighting to eliminate dark areas?	
Is the lighting continuously on at night or movement activated?	
Comments:	
Building fire safety	Yes, No, Answer
Does the building have smoke detectors?	
Does the building have sprinkler devices?	
Are the smoke detectors connected to the sprinklers?	
How many emergency exits are there on the considered floor?	
Is there fire safety equipment on the considered floor (fire hose and extinguishers)?	
Is there a central fire alarm system in place?	
If so, is the central alarm system linked to all floors?	
Are emergency exits shut and alarmed when not in use?	
Explain the procedure to evacuate persons with restricted mobility	
Comments:	
Power backup for maintaining security systems	Yes, No, Answer
Have there been any power cuts from the central power provider during the last 3 months?	
Does the building have UPS/inverter?	
Is there a generator/solar panel or backup power arrangements?	
If so, is the generator automatically activated when power is cut?	
Can the emergency generator sustain power for security systems?	
How long can the generator run before requiring refuelling?	
Is the generator secure within the perimeter?	
State of connectivity – cell phone, wifi etc?	
Comments:	



Tool 9 Utilities checklist

Fire safety:

- Are all fire refuges and protected routes such as emergency staircases clear and ready to use?
- Are all systems operational, including audible alarm and manual activation points?
- Is a maintenance regime in place for the automatic fire detection systems?
- Have the fire evacuation plans been checked and authorised (certificate required)?
- Who is the point of contact for any problems with the system?
- Are all the sprinkler systems filled and operational?
- Has the system been tested and certified (certificate required)?
- Are all emergency lights operational and is a testing regime in place?
- Are the lights certified (certificate required)?

Water supplies:

- Has the system been flushed and sterilised?
- Is the system achieving the required water pressures under normal demand conditions at all water connection points?
- What precautions are in place in relation to Legionella?
- Are all systems tested and commissioned? (certificate required)

Electrical supplies:

- Have all electrical systems to building been installed and are they operational?
- Are the power supplies to the building robust?
- Have there been any power outages recently?



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Communication systems:

- Is there a public address system for internal communications?
- Are telephone lines operational?
- Are communications server/switch rooms secure?
- Are all external telephone lines into the building in place and operational?

IT linkages:

- Are external supplies relating to internet and IT equipment in place and operational?
- Are all IT server rooms and access points secure and covered by fire protection?

Air-conditioning systems:

- Have all AC systems been installed in accordance with manufacturers' instructions?
- Are all AC systems operational and have been tested and commissioned in accordance with design (commissioning certificates required)?

General building:

- Who are the points of contact in relation to any defects?

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Briefing papers and reports

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