



Schweizerische Eidgenossenschaft  
Confédération suisse  
Confederazione Svizzera  
Confederaziun svizra

Swiss Confederation  
Конфедератсия Швейцария



**Call for Low-value Grant Proposals**  
**“Regional Policy Dialogues” ref.# 95-2024-Grant-A2J-@**

**under the Access to Justice, Phase III Project**

**implemented by the United Nations Development Programme (UNDP) in Tajikistan funded  
by the Swiss Government**

## **Table of content**

I. GLOSSARY .....	3
II. PROJECT BACKGROUND .....	4
III. SCOPE AND OBJECTIVES.....	6
IV. INSTRUCTIONS TO GRANT APPLICANTS .....	8
V. OPENING AND EVALUATION OF GRANT PROPOSALS.....	8
VI. GRANT SELECTION CRITERIA .....	9
VII. AWARD OF GRANTS AND OTHER CONSIDERATIONS.....	11
VIII.MONITORING AND REPORTING .....	11
ANNEX I: APPLICATION FORM .....	13
ANNEX I: TERMS OF REFERENCE .....	18
ANNEX II: LOW VALUE GRANT AGREEMENT .....	25

## I. GLOSSARY

The following terms are used across the document:

- **CSO** – Civil society organization
- **Grantee/grant recipient**– a collective that represents a specific group of individuals who directly benefit from the grant
- **Grant selection committee** – a dedicated committee for review and selection of grants
- **Grant agreement** – legal document to which the grant proposal is attached
- **Grant proposal** – the document prepared by an interested entity in response to a grant solicitation process
- **Grant applicant** – an entity that submits grant proposal to UNDP
- **Low-value grants (LVG)** – cash awards to civil society and non-governmental partners to generate and solicit development solutions for which no repayment is typically required
- **UNDP** – United Nations Development Program

## PROJECT BACKGROUND

Since 2015, the Ministry of Justice of the Republic of Tajikistan (MOJ), with support from UNDP Rule of Law and Access to Justice Project funded by the Swiss Government and the Ministry of Foreign Affairs of Finland (MFAF), has been supporting the annual National Rule of Law Forum (Forum), which provides a public dialogue platform at the national level for justice sector officials, lawyers, academics, civil society representatives and other stakeholders to discuss and elaborate recommendations to address essential justice sector and human rights issues. As a result of the discussions at the Forum, the Law of the Republic of Tajikistan On Legal Aid, the Law of the Republic of Tajikistan On Access to Judicial Information, the National Action Plan for the preparation of the Republic of Tajikistan for ratification and implementation of the UN Convention on the Rights of Persons with Disabilities, and several programs on legal and judicial reform were adopted.

In 2023, prior to the Forum UNDP facilitated series of discussions with representatives from Civil Society Organizations (CSOs) and Organizations of People with Disabilities (OPDs) to discuss key challenges in human rights and rule of law. As a result of these discussions, the participants were able to actively contribute to the discussions during the 9th National Rule of Law Forum. The 9th National Rule of Law Forum, conducted in November 2023, brought together over 300 participants to discuss judicial and legal reforms, SDG 16, and the recently adopted National Strategy of the Republic of Tajikistan on Human Rights in separate parallel sessions. At the end of the event, as with previous forums, MOJ presented the key recommendations from each parallel session for future action to all participants.

Also in 2023, as a party of UNDP's new Supporting Women's Legal Education project, under the Rule of Law and Access to Justice Initiative, UNDP organized a National Youth Forum in October, which served as a vibrant dynamic platform for young people to share their thoughts on key rule of law topics. Attended by law students and professors from 5 law universities, the Youth Forum echoed the aspirations and concerns of the youth. One month later, some of the same young participants shared the recommendations from the Youth Forum at the 9th Annual Rule of Law Forum, infusing fresh perspectives about the concerns of the Tajikistan's largest age group into the broader national policy dialogue.

These efforts ensured that the civil society participants in the Forum came prepared to present their concerns that had been reviewed by their peers and they supported each other during the Forum. UNDP remains committed to fostering such collaborations that ensure inclusivity and promote participation in decision-making, as they are essential for promoting human rights and access to justice for all.

This year, UNDP through its Access to Justice project will once again support the National Rule of Law Forum, which will be the milestone 10th Forum. The event will expand to a two-day meeting this year, which will allow for more civil society voices to be heard. In addition to input from government agencies, academics and civil society, UNDP will host international experts on access to justice to share their work in Tajikistan and best practices.

To ensure that diverse voices from different parts of the country have a chance to be heard at the Forum, UNDP will conduct a number of Policy Dialogues on a regional level in Khatlon, Sughd, Dushanbe and DRS, which will also draw participants from GBAO and Rasht district. During the regional Policy Dialogue events, individuals and CSOs representatives will have an opportunity to discuss the most important issues in that local community related to access to justice, governance, and human rights. The regional Policy Dialogues will take place at least three weeks prior to the National Forum which is slated for the first week of November 2024. In addition to local voices,

MOJ and other justice sector government officials will be invited to attend the regional Policy Dialogues.

UNDP seeks to award 3 grants: one national-level and two local or regional-level CSOs to deliver these regional Policy Dialogues and to ensure the discussions and participants from the regional events are brought to the National Forum. While the national-level CSO will cover the Dushanbe and DRS, the two other local or regional CSOs will each cover Khatlon (including GBAO and Rasht districts) and Sughd regions.

The three Grantee CSOs will work together to design the Policy Dialogues for the regions, keeping principles of inclusivity at the forefront. The Grantees will help the participants select representatives to the National Forum and then facilitate the participation of the selected representatives to attend the National Forum. It is expected that the national level CSO Grantee will provide technical support to the regional CSOs in the design of the regional dialogues and all three CSOs will work together to collectively bring diverse CSO representatives to Dushanbe.

To support national capacity in evidence-based policy making, UNDP will offer trainings to the selected Grantees on the topic prior to the regional Policy Dialogues.

In selecting Grantees, UNDP will give preference to CSOs with experience in conducting policy dialogues or participating in similar advocacy activities, particularly at the local level with marginalized or vulnerable communities. The national CSO should have previously participated in at least two previous National Forums, while the regional level CSOs should have participated in at least one National Rule of Law Forum. UNDP expects also that the national CSO will provide technical support to the regional CSOs who receive the grants. The work of all three CSOs should indicate an understanding of the local context, relevant to access to justice and human rights issues, and an ability to identify local and national stakeholders.

The selected organizations will work closely with the Ministry of Justice and ensure participation of their representatives in the regional Policy Dialogue events.

## II. SCOPE AND OBJECTIVES

<b>1. Purpose and objectives of the grants:</b>	To Organize Regional Policy Dialogues to Facilitate Diverse and Representative Civil Society Participation in the 10 <sup>th</sup> National Rule of Law Forum organized by the Ministry of Justice of the Republic of Tajikistan
<b>2. Number of Grants</b>	Three grants will be awarded: <ol style="list-style-type: none"> <li>1. One grant for a CSO based in Dushanbe</li> <li>2. One grant for a CSO based in Khatlon</li> <li>3. One grant for a CSO based in Sughd</li> </ol>
<b>3. Scope of the grant (s):</b>	<ol style="list-style-type: none"> <li>1. Conduct regional Policy Dialogue meetings,</li> <li>2. Support the participants of the regional Policy Dialogues to prepare recommendations using evidence-based methodology in policy making to deliver at the 10<sup>th</sup> National Rule of Law Forum,</li> <li>3. Support the participants of the regional Policy Dialogues to identify local CSO representatives to present the recommendations and the National Forum, and</li> <li>4. Facilitate the attendance of the CSO representatives at the National Forum in Dushanbe.</li> </ol>
<b>4. Expected activities and results:</b>	<ol style="list-style-type: none"> <li>1. For each grantee: conduct a total of 2 Policy Dialogues providing support to local CSOs to make evidence-based policy recommendations by <u>October 15, 2024</u>;</li> <li>2. Support the regional Policy Dialogue participants to select representatives to present the recommendations at the Forum and share the written list of proposed participants with UNDP no later than <u>October 21, 2024</u>;</li> <li>3. Prepare and share with UNDP the recommendations in writing developed by the regional policy dialogues to deliver at the 10<sup>th</sup> National Rule of Law Forum by <u>October 31, 2024</u>, and</li> <li>4. Ensure participation of at least 45 CSO representatives at the National Forum in the first week of November, 2024 including by arranging for travel and accommodation for those traveling from more than 56 kilometers.</li> <li>5. Submission of a detailed final narrative and financial reports indicating issues, lessons learned and recommendations for further strengthening regional Policy Dialogue.</li> </ol>
<b>5. Target locations:</b>	<ol style="list-style-type: none"> <li>a. Dushanbe (including neighboring districts specifically Rasht, Hissar and Vahdat)</li> <li>b. Khatlon (including specifically GBAO, Kulyab, Bokhtar, Kubodiyon, Kushoniyon)</li> <li>c. Sughd (including Khujand, Asht, Panjakent, Isfara)</li> </ol>
<b>6. Eligibility criteria of grantee(s):</b>	<ol style="list-style-type: none"> <li>1. A CSO legally registered in Tajikistan;</li> <li>2. At least 2 years of experience in access to justice and human rights issues;             <ol style="list-style-type: none"> <li>a. This should be demonstrated through past projects, initiatives, or research activities.</li> <li>b. Evidence of previous successes in influencing policy change or promoting legal reforms related to access to justice and human rights is desirable.</li> </ol> </li> </ol>

	<ol style="list-style-type: none"> <li>3. Previous participation in the National Rule of Law Forum: <ol style="list-style-type: none"> <li>a. For the CSO applying for as the National level CSO: previous participation in at least two National Rule of Law Forums;</li> <li>b. For the CSOs applying for the Sughd and Khatlon level CSOs: previous participation in at least one National Rule of Law Forum;</li> </ol> </li> <li>4. Practical experience facilitating discussions at the local level including focus group discussions and promoting consensus-building among diverse stakeholders;</li> <li>5. Availability of technical and administrative capacity at the local level <ol style="list-style-type: none"> <li>a. office, personnel, office equipment, etc.</li> </ol> </li> <li>6. Experience of cooperation with international organizations and development partners in the field of rule of law, human rights and access to justice, <ol style="list-style-type: none"> <li>a. Written recommendations from such organizations should be provided.</li> </ol> </li> </ol>
<b>1. Timeframe for implementation of LVGs:</b>	<b>August 1 – 15 November 2024.</b>
<b>2. LVG beneficiaries:</b>	<ol style="list-style-type: none"> <li>a. 120 individuals representing 60 different CSOs from across the three regions and: <ul style="list-style-type: none"> <li>• At least 50% of these participants shall be women,</li> <li>• at least 20% shall be youth under the age of 30 years,</li> <li>• and at least 15% shall be people with disabilities.</li> </ul> </li> <li>b. 45 individuals representing at least 30 different CSOs from across the three regions who will attend the National Forum in Dushanbe and: <ul style="list-style-type: none"> <li>• At least 50% of these participants shall be women,</li> <li>• at least 20% shall be youth under the age of 30 years,</li> <li>• and at least 15% shall be people with disabilities.</li> </ul> </li> <li>c. The following will be prioritized: <ol style="list-style-type: none"> <li>i. CSOs working on gender issues</li> <li>ii. CSOs representing people with disabilities</li> <li>iii. CSOs working on Universal Periodic Review and human rights related issues</li> <li>iv. Youth (under the age of 30 years) and CSOs representing youth</li> <li>v. Lawyers providing legal aid</li> <li>vi. CSOs working on preventing violence extremism, and promoting social cohesion</li> <li>vii. CSOs supporting people living with HIV/AIDS</li> <li>viii. CSOs working on Climate Change</li> </ol> </li> </ol>

<b>3. LVG amount:</b>	<p>For the National CSO that will target Dushane and the neighboring districts: \$10,000</p> <p>For the regional CSO that will target Khatlon and GBAO: \$15,000</p> <p>For the regional CSO that will target Sughd: \$15,000</p>
-----------------------	---

### III. INSTRUCTIONS TO GRANT APPLICANTS

#### 1. Grant proposal should contain:

- a. Duly filled and signed grant application form (ANNEX I),
  - b. Copy of the legal and financial documents of grant applicant
  - c. CVs of the key employees to be involved in grant activities
  - d. Any other documents as applicable
2. Grant proposal must be submitted **in full** by e-mail to [elbids.tj@undp.org](mailto:elbids.tj@undp.org) no later than **July 9, 2024 at 1700 hours Tajikistan time**. Hard copy submission by courier or hand delivery will not be accepted.
  3. UNDP may, at its own discretion extend this deadline, in which case all rights and obligations of UNDP and grant applicants previously subject to the deadline will thereafter be subject to the deadline as extended.
  4. The proposal must be marked with the reference number of the grant that is indicated on the cover page of present document: # **95-2024-Grant-A2J-@**
  5. Grant proposals must offer services as per requirements and in the standard templates (ANNEX I, II and III). Incomplete proposals will be rejected.
  6. All applications must be duly signed and stamped. Applications without a signature and seal, along with late applications, will be rejected.
  7. Grant proposals and all correspondence related to the proposal shall be written in Russian or English language.
  8. All figures included in the grant proposal shall be quoted in TJS.
  9. A prospective grant applicant requiring any clarification on the grant solicitation documents or application process may notify UNDP in writing at the indicated organization's e-mail address. UNDP will respond in writing to any request for clarification within one (1) working day provided that the request is submitted at least three (3) days prior to the deadline for submission of grant proposals.
  10. Grant applicant shall bear all costs associated with the preparation and submission of the grant proposal. UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### IV. OPENING AND EVALUATION OF GRANT PROPOSALS

1. Opening of grant applications will be held on July 10, 2024.
2. For opening and evaluation of grant proposal, UNDP will establish a dedicated grant selection committee comprising qualified personnel and/or project stakeholders with technical expertise on the subject. The composition of the grant selection committee is approved by UNDP Resident Representative.



3. Each member of the grant selection committee will sign a disclaimer of conflict of interest. In case of conflict of interest, the member recuses himself/herself from further participation in the discussion and voting.
4. Grant selection committee will do a pre-screening of grant proposals with regards to eligibility of the applicants in line with the eligibility criteria described in Section II of the present document using the following format:

**Table 1. Pre-screening matrix**

<b>Proposed initiative:</b>	Is in line with the grant purpose and objectives	Yes/No
<b>Grant applicant:</b>	Meets the eligibility criteria specified in Section II of the present document with provision of proof/evidence.	Yes/No
<b>Grant proposal:</b>	All sections of grant proposal are duly filled in with the information requested	Yes/No
	Proposed grant amount does not exceed the grant threshold indicated in Section II of the present document	Yes/No
	Locations for grant activities are indicated in the grant proposal and are in line with Section II of the present document	Yes/No
	Timeframe in the grant proposal is within the announced timeframe	Yes/No

5. Following the pre-screening, the grant selection committee will review the proposals of eligible grant applicants and will assess them against grant selection criteria specified in Section V of the present document.
6. Grant selection committee will rank the proposals in line with the grant selection criteria and will award points to each grant proposal in the grant evaluation matrix.
7. Final consolidated grant evaluation matrix shall be signed off by all members of the grant selection committee and endorsed by UNDP Resident Representative.
8. The secretary of the grant selection committee will prepare a brief report on the grant selection process with an indication of results, i.e., which entity is receiving a grant, and which proposals were rejected and why. The grant selection report shall be endorsed by UNDP Resident Representative.

#### V. GRANT SELECTION CRITERIA

1. Grant selection criteria are defined under programmatic considerations that are closely linked to the project document.
2. Grant selection criteria play a central role in a successful grant programme and may vary depending on the grant purpose, scope and objectives.
3. The total obtainable number of points is 100. The Low Value Grant will be provided to three Grantees.

<b>Grant selection criteria</b>	<b>Maximum obtainable points</b>
<ol style="list-style-type: none"> <li>1. A CSO legally registered in Tajikistan;</li> <li>2. For the national CSO, a physical office in Dushanbe. For the regional CSOs, a physical office in the respective region.</li> <li>3. Availability of financial/or audit reports for the years 2022-2023.</li> <li>4. At least 2 years of experience in access to justice and human rights issues;               <ol style="list-style-type: none"> <li>c. This should be demonstrated through past projects, initiatives, or research activities.</li> <li>d. Evidence of previous successes in influencing policy change or promoting legal reforms related to access to justice and human rights is desirable.</li> </ol> </li> </ol>	20
<p><b>Relevant experience:</b></p> <ul style="list-style-type: none"> <li>• Previous participation in the National Rule of Law Forums:           <ul style="list-style-type: none"> <li>○ For the CSO applying as the National level CSO: previous participation in at least two National Rule of Law Forums with dates and roles provided in application;</li> <li>○ For the CSOs applying for the Sughd and Khatlon level CSOs: previous participation in at least one National Rule of Law Forum with date and roles provided in application;</li> </ul> </li> <li>• Practical experience facilitating discussions at the local level including focus group discussions and promoting consensus-building among diverse stakeholders;           <ul style="list-style-type: none"> <li>○ Details of such experience should be provided in the application with titles of events, dates, locations and participants.</li> </ul> </li> <li>• Experience of cooperation with governmental agencies, international organizations and development partners in the field of rule of law, human rights and access to justice,           <ul style="list-style-type: none"> <li>○ Written recommendations from such organizations should be provided.</li> </ul> </li> </ul>	30
<p><b>Justification and consistency of an initiative and the linkages between its elements:</b> How well are the priorities of inclusion and diverse participation addressed?</p>	20
<p><b>Expected positive social or economic impact of an initiative:</b> To what extent will a diverse set of CSOs be able to have their voices heard in the national policy dialogue?</p>	10
<p><b>Feasibility and timeliness of the proposed work plan and the budget:</b> To what extent the proposed activities are efficient and cost effective (relevant to resources in the budget and intended results of the project)?</p>	10
<p><b>Adherence to the “Leave no one behind” principle:</b></p>	10

To what extent is the proposal designed to target people with disabilities, women, youth and other vulnerable/marginalized groups in the selected districts?	
<b>TOTAL:</b>	100

#### VI. AWARD OF GRANTS AND OTHER CONSIDERATIONS

1. Winning grant applicants will receive LVG agreement (see template in ANNEX III) from UNDP within three (3) working days after completion of grant assessments and endorsement of the results of the grant selection process.
2. Within five (5) working days after receipt of the LVG agreement, the successful grant applicant shall sign and stamp the agreement and return it to UNDP.
3. UNDP shall affect payments to the Grant Recipient in national currency of the Republic of Tajikistan according to the official exchange rate of UNDP on the day of payment. Payment will be made to the bank account indicated in the LVG agreement signed with the Grant Recipient.
4. The disbursement of the grant amount takes place in line with the schedule of payments set out in the LVG agreement before the results or achievements are obtained. A final installment should be paid only after the completion of all activities, submission of final narrative and financial reports and the certification of those reports.
5. UNDP reserves the right to obtain all evidence, including site monitoring visits, to substantiate that performance conditions have been achieved before issuing subsequent phases of the grant. UNDP also reserves the right to suspend disbursements in case a grant recipient is found to be in breach of its obligations.

#### VII. MONITORING AND REPORTING

1. UNDP will monitor implementation of grant activities in line with its Monitoring policy to ensure that grants result in new solutions, direct engagement with certain stakeholders, and better uptake of development solutions as set out in the grant work plan.
2. Frequency and scope of monitoring visits will be defined by UNDP. Although in most cases, Grant Recipient will be notified in advance on the planned monitoring events, UNDP reserves the right to convey ad-hoc monitoring visits when and as needed.
3. The grantee is responsible for substantive and financial reporting on the utilization of the grant as defined in the LVG agreement. Appropriate evidence that the activities reported were completed should be attached to the report, such as photographs, boarding pass copies, meeting minutes, sign in sheets, etc.
4. Grantees must provide performance reporting to UNDP at least 2 weeks before the expected release of the next tranche. At the end of the grant period, the grant recipient is required to submit a final substantive and financial report, which shall include certification by the Recipient Institution's representative with institutional responsibility for financial reporting, including the certification date.

**ANNEXES:**

**ANNEX I** Grant application form

**ANNEX II** Terms of Reference

**ANNEX III** LVG Agreement Template

## ANNEX I: APPLICATION FORM

Барномаи Рушди Созмони Миллали Муттаҳид  
United Nations Development Programme



### Application Form

Date: \_\_\_\_\_

**Request for Grant Proposals**  
**“Regional Policy Dialogues”**  
**ref.# 95-2024-Grant-A2J-@**

To: **UN Development Programme Office in Dushanbe**

Dear Sir/Madam,

Having examined the specifications and overall documents that concern this request, I, the undersigned herein, agree to deliver performance of work under sub-project “**Regional Policy Dialogues**” aimed at organizing regional Policy Dialogues to facilitate diverse and representative civil society participation in the 10<sup>th</sup> National Rule of Law Forum organized by the Ministry of Justice of the Republic of Tajikistan. This will be accomplished by the organization of regional Policy Dialogues and the facilitation of selected participants to the National Rule of Law Forum, as detailed in the Request for Grants Proposals.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the period stipulated.

We agree to abide by this proposal for a specified period of request from the date fixed for opening of proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

#### 1. General Information

1.1. **Name of the organization:** \_\_\_\_\_

1.2. **Did you apply by this project proposal to other donor funding?**

Yes  No

1.3. **Legal Status:**  public organization  please, specify if any other

1.4. **Registration number:**

1.5. **Legal address:** \_\_\_\_\_

1.6. **Date of registration:** \_\_\_\_\_

1.7. **Postal address:** \_\_\_\_\_



**1.12. Give brief information about the projects/activities implemented by your organization during the last two years:**

No	Name of the project and donor	Timeframe	Target group	Total amount of the project/activity	References (name, title, and contact details)

**1.13. Bank information:**

Bank account holder name:

\_\_\_\_\_

Name of Bank:

\_\_\_\_\_

Name of Branch:

\_\_\_\_\_

No of account/BAN code:

\_\_\_\_\_

Address of Bank:

\_\_\_\_\_

Country:

\_\_\_\_\_

BIC: \_\_\_\_\_

**2. The Proposed strategy and approaches for implementation of project proposal:**

2.1 Concisely describe the project proposal using the following **structure identifying also in which region you propose to work:**

Introduction:

Main Project goal(s):

Project objectives:

Planned activities:

Project activities/ methodology:

Expected results:

If applicable, provide information with whom (the private sector, government agencies, business associations, etc.) you will cooperate to achieve the results of the sub-project. When collaborating with other structures, please submit a letter of declaration from your partner about consent for the implementation of the sub-project.

Risk assessment:

Work plan etc. (Maximum 3-5 pages).

Conclusion:

**2.2. Describe the target group of the sub-project (gender composition (number of men and women), age group, location of the target group, etc.):**

**2.3. Detailed Budget.** Please provide an estimated budget for the sub-project, in the form below. In the budget, it should be specifying all cost items for the implementation of the project proposal, with a separate indication of the costs for program and administrative activities:

Nº	Description	unit	Quantity	Price for unit, \$	Input of NGO, \$	Input of UNDP, \$	Total cost, \$
<b>1. Programme costs</b>							
	Total part 1						
<b>2. Administration costs</b>							
	Total part 2						
Other costs.....							
	.....						
	.....						
	<b>TOTAL SUB-PROJECT COSTS</b>						

**2.4 Budget Summary by Expenditure.**

Budget Summary	Amount, in \$	Percentage (%)
<b>Administrative Costs</b> <b>Includes:</b> -Financial & Administrative Staff Costs -Financial & Administrative Management Costs -Fin-Admin Office/Operational Costs		
<b>Program Costs</b> <b>Includes:</b> -All Programmatic Consultant Costs -All Programmatic Travel Costs -All Programmatic Operational Costs -All Direct Program Costs		
<b>Programme cost for purchasing of production technological equipment</b>	N/A	N/A
<b>TOTAL COSTS</b>		



## 2.5 Budget Summary by Source of Funding

Budget Summary by Funding Source	Total amount, \$	Percentage (%)
Total Amount Required to Implement the Project		
Total Amount Being Requested from UNDP		
Total Amount of Public organization contribution (if applicable)		
Total Amount of partner contribution (if applicable)		

## 3. Required Attachments:

Attachment #	Attachment Name/Title	Yes/No
1	Applicant's Legal Registration Status Documentation (Registration Certificate and Charter)	
2	Application's Latest Annual Financial and/or Audit Report	
3	Applicants' Letter of Reference from Past / Current Donor / Partner certifying the successful implementation of project(s)	
4	Project Proposal using the format provided in the <b>"The Proposed strategy and approaches for implementation of project proposal"</b> section	
5	CVs of Director and other key employees of organization, and also CVs of anyone who will be engaged	
6	Confirmation letter from the Partner organization on consent on sub-project implementation (if applicable)	

By the present application, «\_\_\_\_\_» on behalf of the director \_\_\_\_\_ confirms that the information provided is accurate and participation in the call for grant.

**Name of Director of the Grantee's Organization:**

**Signature of Director of the Grantee's Organization:**

**Organization's Stamp**

**Date:**

## **ANNEX I: TERMS OF REFERENCE**

### **TERMS OF REFERENCE**

#### **Call for Proposals for Low-Value Grants for Regional Policy Dialogues under the Access to Justice, Phase III Project**

**Ref: 95-2024-Grant-A2J-@**

**Project:** Access to Justice, Phase III

**Sub-project:** Regional Policy Dialogues to Facilitate Diverse and Representative Civil Society Participation in the 10<sup>th</sup> National Rule of Law Forum organized by the Ministry of Justice of the Republic of Tajikistan

#### **I. Background**

Since 2015, the Ministry of Justice of the Republic of Tajikistan (MOJ), with support from UNDP Rule of Law and Access to Justice Project funded by the Swiss Government and the Ministry of Foreign Affairs of Finland (MFAF), has supported the annual National Rule of Law Forum (Forum), which provides a public dialogue platform at the national level for justice sector officials, lawyers, academics, civil society representatives and other stakeholders to discuss important justice sector and human rights needs. Important recommendations have developed as a result of the discussions at the Forum, which were subsequently implemented including the Law of the Republic of Tajikistan On Legal Aid, the Law of the Republic of Tajikistan On Access to Judicial Information, the National Action Plan for the preparation of the Republic of Tajikistan for ratification and implementation of the UN Convention on the Rights of Persons with Disabilities, and several programs on legal and judicial reform. The 9<sup>th</sup> National Rule of Law Forum, which took place in November 2023, brought together over 300 participants to discuss judicial and legal reforms, SDG 16, and the recently adopted National Strategy of the Republic of Tajikistan on Human Rights in separate parallel sessions. At the end of the event, as with previous forums, MOJ presented the key recommendations from each parallel session for future action to all participants.

In 2023, UNDP facilitated series of discussions prior to the Forum with representatives from Civil Society Organizations (CSOs) and Organizations of People with Disabilities (OPDs) to discuss key challenges in human rights and rule of law. As a result of these discussions, the participants were able to actively contribute to the discussions during the 9<sup>th</sup> National Rule of Law Forum.

Also in 2023, as a party of UNDP's new Supporting Women's Legal Education project, under the Rule of Law and Access to Justice Initiative, UNDP organized a National Youth Forum in October, which served as a vibrant dynamic platform for young people to share their thoughts on key rule of law topics. Attended by law students and professors from 5 law universities, the Youth Forum echoed the aspirations and concerns of the youth. One month later, some of the same young participants shared the recommendations from the Youth Forum at the 9<sup>th</sup> Annual Rule of Law Forum, infusing fresh perspectives about the concerns of the Tajikistan's largest age group into the broader national policy dialogue.

These efforts ensured that the civil society participants in the Forum came prepared to present their concerns that had been reviewed by their peers and supported each other during the Forum. UNDP remains committed to fostering such collaborations that ensure inclusivity and promote participation in decision-making, as they are essential for promoting human rights and access to justice for all.

This year, UNDP through its Access to Justice project will once again support the National Rule of Law Forum, which will be the milestone 10<sup>th</sup> Forum. The event will expand to a two-day meeting this year, which will allow for more civil society voices to be heard. In addition to input from government agencies, academics and civil society, UNDP will host international experts on access to justice to share their work in Tajikistan and best practices.

To ensure that diverse voices from different parts of the country have a chance to be heard at this platform, UNDP will conduct a number of Policy Dialogues on a regional level in Khatlon, Sughd, Dushanbe and DRS, which will also draw participants from GBAO and Rasht district. During these regional Policy Dialogue events, individuals and representatives of civil society will have an opportunity to discuss the most important issues in that local community related to access to justice, governance, and human rights. The regional Policy Dialogues will take place at least three weeks prior to the National Forum which is slated for the first week of November. In addition to local voices, MOJ and other justice sector government officials will be invited to attend the regional Policy Dialogues.

To this end, UNDP seeks to award grants to one national-level and two local or regional-level CSOs to deliver these regional Policy Dialogues and to ensure the discussions and key participants from the regional events are brought to the National Forum.

The three Grantee CSOs will work together to design the Policy Dialogues for the regions, keeping principles of inclusivity at the forefront. The Grantees will facilitate selection of key participants (including CSO representatives) from the Regional Dialogues and their participation at the National Forum. It is expected that the national level CSO Grantee will provide technical support to the regional CSOs in the design of the regional dialogues.

To support national capacity in evidence-based policy making, UNDP will offer trainings to the selected Grantees on the topic prior to the regional Policy Dialogues.

During the evaluation of Grantees, UNDP will give preference to CSOs with experience in conducting policy dialogues or participating in similar advocacy activities, particularly at the local level with involvement of marginalized or vulnerable communities. The national CSO should have previously participated in at least two previous National Forums. The work of all three CSOs should indicate an understanding of the local context, relevant to access to justice and human rights issue, and an ability to identify local and national stakeholders.

The selected organizations will work closely with the Ministry of Justice and ensure participation of their representatives in the regional Policy Dialogue events.

## **II. Objectives and Scope of Work**

**Eligibility:** Civil Society organizations registered and operating in Dushanbe, Sughd and Khatlon.

### **Scope of Services:**

1. Conduct regional Policy Dialogue meetings in Dushanbe, Khatlon and Sughd regions completed by October 15, 2024.
2. Support the participants of the regional Policy Dialogues to develop recommendations using evidence-based methodology in policy making to deliver at the 10<sup>th</sup> National Rule of Law Forum.
3. Support the participants of the regional Policy Dialogues to identify local CSO representatives to present the recommendations at the National Forum.
4. Facilitate the attendance of the CSO representatives at the National Forum in Dushanbe.

### **Target areas to be covered:**

- A. Dushanbe (including neighboring districts specifically Rasht, Hissar and Vahdat)
- B. Khatlon (including specifically GBAO, Kulyab, Bokhtar, Kubodiyon, Kushoniyon)
- C. Sughd (including Khujand, Asht, Panjakent, Isfara)

### **Target Beneficiaries:**

- d. Each Grantee CSO will be responsible for conducting Policy Dialogue events with at least 40 participants and covering at least 20 different CSOs. At least 50% of these participants shall be women, at least 20% shall be youth under the age of 30 years, and at least 15% shall be people with disabilities.
- e. Facilitate the participation of at least 15 of the above listed participants from the regional Policy Dialogues to the National Rule of Law Forum, ensuring that at least ten different CSOs are represented. At least 50% of these participants shall be women, at least 20% shall be youth under the age of 30 years, and at least 15% shall be people with disabilities.
- f. The Grantees shall work together to ensure outreach to the following stakeholders and encourage their participation:
  - ix. CSOs working on gender issues
  - x. CSOs representing people with disabilities
  - xi. CSOs working on Universal Periodic Review and human rights related issues
  - xii. Youth (under the age of 30 years) and CSOs representing youth
  - xiii. Lawyers providing legal aid
  - xiv. CSOs working on preventing violence extremism, and promoting social cohesion
  - xv. CSOs supporting people living with HIV/AIDS
  - xvi. CSOs working on Climate Change

UNDP will support the Grantee CSOs with outreach to these groups by identifying relevant CSOs. All detailed criteria for districts selections shall be agreed by UNDP. Once local representatives are nominated at the regional Policy Dialogues, final selection of representatives to the National Forum shall be agreed upon by UNDP in consultation with MOJ no later than two weeks prior to the National Forum.

### **III. Description of services:**

The activities under the grant program are focused on conducting Policy Dialogues among the representatives of civil society organizations and developing recommendations to the 10<sup>th</sup> National Rule of Law Forum. This includes the following actions:

- Conduct Policy Dialogues in three regions providing support to CSOs to make evidence-based policy recommendations by October 15, 2024;
- Support the regional Policy Dialogue participants to select representatives to present the recommendations at the Forum and share the written list of proposed participants with UNDP no later than October 21, 2024;
- Prepare and share with UNDP the recommendations in writing developed by the regional policy dialogues to deliver at the 10<sup>th</sup> National Rule of Law Forum by October 31, 2024, and

- Ensure participation of at least 15 CSO representatives at the National Forum in the first week of November, 2024 including by arranging for travel and accommodation for those traveling from more than 56 kilometers. In deciding whether to provide travel or accommodation, the Grantee CSO will make all reasonable efforts to accommodate requests from participants with special needs.

**It is assumed that the funds under this Terms of Reference will be provided to three registered organizations depending on the proposed methodology and budget: one operating nationwide and located in Dushanbe, one located in Khatlon and one located in Sughd.** Administrative costs such as salaries of project staff, expenses for coordination of work and monitoring, office costs, etc., should not exceed 20% of the grant amount.

The Grantees will be responsible for the following:

For the CSO operating in Dushanbe:

1. Consult with the other two Grantee CSOs to come up with an agreed upon format for the regional Policy Dialogues and format of the recommendations and provide technical support to Regional Grantees to share knowledge and experience in conducting policy dialogues;
2. Conduct 2 Policy Dialogues with at least 40 participants, representing at least 20 different CSOs and representing also Rasht district, Gissar, Rudaki, Varzob with each Policy Dialogue being one day long;
3. Lead the work on preparing and summarizing in writing at least three recommendations and three speakers to present the recommendations at the National Forum;
4. Ensure participation of at least 15 representatives of CSOs at the National Forum, selected by the participants of the regional Policy Dialogues and agreed upon by UNDP and MOJ; and
5. Prepare detailed final narrative and financial reports indicating issues, lessons learned and recommendations for further strengthening regional Policy Dialogues.

For the CSO operating in Khatlon:

1. Consult with the other two Grantee CSOs to come up with an agreed upon format for the regional Policy Dialogues and format of the recommendations;
2. Conduct one Policy Dialogue, in Kulyab and with at least 10 CSOs including from GBAO, Darvoz, Danghara during which the CSOs make evidence-based policy recommendations, with the Policy Dialogue being one day long;
3. Conduct one Policy Dialogue, in Bokhtar and with at least 10 CSOs including from Shartooz, Kabodiyon, Khovaling during which the CSOs make evidence-based policy recommendations, with the Policy Dialogue being one day long;
4. Prepare and summarize in writing **at least five recommendations** and five speakers to present the recommendations at the National Forum where the speakers are selected by the participants of the regional Policy Dialogues and agreed upon by UNDP;
5. Ensure participation of at least 15 representatives of CSOs at the Forum, selected by the participants of the regional Policy Dialogues and agreed upon by UNDP and MOJ; and
6. Prepare detailed final narrative and financial reports indicating issues, lessons learned and recommendations for further strengthening regional Policy Dialogues.

For the CSO operating in Sughd:

1. Consult with the other two Grantee CSOs to come up with an agreed upon format for the regional Policy Dialogues and format of the recommendations;
2. Conduct two Policy Dialogues in Sughd and with at least 40 total participants, including CSOs from Asht, Panjakent, Isfara, Konibodom, Istarafshan, with each Policy Dialogue being one day long;
3. Prepare and summarize in writing at least five recommendations and five speakers to present the recommendations at the National Forum where the speakers are selected by the participants of the regional Policy Dialogues and agreed upon by UNDP;
4. Ensure participation of at least 15 representatives of CSOs at the Forum, selected by the participants of the regional Policy Dialogues and agreed upon by UNDP and MOJ; and
5. Prepare detailed final narrative and financial reports indicating issues, lessons learned and recommendations for further strengthening the regional Policy Dialogue.

The regional Policy Dialogues events shall all be completed by October 15, 2024.

### **Criteria for Grantee CSOs:**

To achieve these objectives, UNDP will attract three national civil society organizations. The CSOs will be selected based on a competitive process conducted by UNDP.

### **The applicants must meet the following criteria:**

- A CSO legally registered in Tajikistan;
- At least 2 years of experience in access to justice and human rights issues;
  - This should be demonstrated through past projects, initiatives, or research activities.
  - Evidence of previous successes in influencing policy change or promoting legal reforms related to access to justice and human rights is an advantage.
- Previous participation in the National Rule of Law Forum:
  - For the CSO applying for as the National level CSO: previous participation in at least two National Rule of Law Forums;
  - For the CSOs applying for the RGs in Sughd and Khatlon regions: previous participation in at least one National Rule of Law Forum;
- Practical experience in facilitating discussions at the local level including focus group discussions and promoting consensus-building among diverse stakeholders;
- Availability of technical and administrative capacity at the local level
  - office, personnel, office equipment, etc.
- **Experience of cooperation with governmental agencies, international organizations and development partners in the field of rule of law, human rights and access to justice,**
  - Written recommendations from such organizations should be provided.

## Expected results

It is expected that by implementation of this sub-project, the results in the following Workplan will be achieved:

## WORKPLAN

PLANNED ACTIVITIES	Expected delivery time, and the planned budget	
	Expected delivery date	Planned Budget for the Activity (% of the grant to be disbursed)
<b>Activity 1</b> a. Submission of an agreed-upon format for the regional Policy Dialogues and format of the recommendations to UNDP following a consultation with the other two Grantee CSOs. b. Submission of detailed Work Plan in writing which includes Schedule of regional Policy Dialogues identifying locations and list of participants. c. Submission of narrative and financial reports including for the first tranche are submitted.	August 15, 2024	90%
<b>Activity 2</b> 1. Two regional Policy Dialogues are conducted by <u>October 15, 2024</u> . 2. Submission of names of all CSO representatives to participate in the National Forum by <u>October 21, 2024</u> . 3. Submission in writing of recommendations to be presented at the National Forum by <u>October 31, 2024</u> . 4. Submission of financial report documenting transportation and accommodation support provided to the approved participants. 5. Submission of Narrative and financial reports including ICE and FACE forms for the final tranche.	November 15, 2024	10%
<b>Total:</b>		<b>100%</b>

## **Reporting**

The Grantee should provide reports (both narrative and financial) to UNDP. Grantee bears full responsibility for the preparation and submission of both narrative and financial reports according to the agreed format and schedule with UNDP. There will be a total of two reports for this purpose:

1) first narrative and financial report after receipt of the first tranche and no later than August 15, 2024;

2) second and final financial and narrative report due by November 15, 2024.

All reports should be submitted in accordance with the terms stipulated in the Grant Agreement. All reports should be prepared in Russian or Tajik in hard copies or in electronic format, in MS Word format, font ARIAL-11 on a paper of format A4. All reports should contain a title page with the name, code of the grant and UNDP logo. Reports submitted in violation of any of the above requirements will be considered as inappropriate to the Agreement. Requirements on report submission will be further specified in the agreement.

## **Payment**

The total amount of funds allocated to one Grantee will be fully directed to the provision of the requested services. Grantee bears full responsibility for payment of all taxes resulting from Agreement, including the Income Tax from the salaries, deductions to the Pension Funds, Revenue Tax and any other related taxes emanating from the agreement with UNDP. UNDP will process the transfer of money to the Grantee account according to the schedule and terms of payment, which will be discussed between the parties prior to the signing of the agreement.

## **Duration**

The duration of the Grant Agreement is **August 1 – 15 November 2024**. The Grantee will ensure that all services are completed **by 10 November 2024**.



## ANNEX II: LOW VALUE GRANT AGREEMENT

Rev: Feb 2019



### LOW VALUE GRANT AGREEMENT

**Between United Nations Development Programme and a Recipient Institution**

#### **HOW TO USE THIS AGREEMENT**

- This template is provided as a tool that can be adapted to the specific needs of a particular project. Low Value Grant Agreements should be approved by an independent mechanism such as a Steering Committee/Project Board or a selection committee nominated by the Project Board. The agreement serves to register the commitments and results that the Recipient Institution has agreed to produce. It is recommended that funds be released in tranches, based on demonstrated achievement of results, however grants may also be given in one tranche. The terms should be clearly specified so that it is clear to all parties when a Recipient Institution qualifies for release of tranches of funds.
- Please make sure to complete the face sheet with correct information.
- Please make sure to attach all the annexes listed on the face sheet.
- This instruction page, as well as all footnotes and any other instructions in this template, are only for the Business Unit's guidance and should be deleted before the agreement is sent to the Recipient Institution for review and signature.
- Any substantive changes to the provisions in this template agreement must be cleared with the Legal Office, Bureau for Management Services, UNDP.
- Please have two originals of this agreement signed. After signature, UNDP keeps one original and provides the Recipient Institution with the other original.



## Low Value Grant Agreement

[Reference No. insert reference number, if any; if none, delete bracketed text]

1. Country: [Click <b>here</b> and enter Host Country name]							
2. Recipient Institution: "[Click here and enter full name of Recipient Institution]" incorporated under the laws of "[Click here and enter jurisdiction of incorporation]" with address at "[Click here and enter full address of Recipient Institution]"							
3. Project Number and Title: "[Click here and enter Project number (if any) and title]"							
4. Implementation Period: From [Click <b>here</b> and enter date] to [Click <b>here</b> and enter date]							
5. Budget: Up to the amount of US\$ [Click <b>here</b> and enter amount] ([Click <b>here</b> and amount in words] United States Dollars)							
6. Schedule of Disbursement of Funds to Recipient Institution: <table border="0"><thead><tr><th><u>Disbursement Date/Milestone</u></th><th><u>Amount</u></th><th></th></tr></thead><tbody><tr><td>[insert specific date/milestone]</td><td></td><td>[specify amount]</td></tr></tbody></table>		<u>Disbursement Date/Milestone</u>	<u>Amount</u>		[insert specific date/milestone]		[specify amount]
<u>Disbursement Date/Milestone</u>	<u>Amount</u>						
[insert specific date/milestone]		[specify amount]					
7. Information for Recipient Institution Bank Account into Which Funds Will Be Disbursed: Account Name: [Click <b>here</b> and enter Owner of Bank Account] Account Title: [Click <b>here</b> and enter Account Title] Account Number: [Click <b>here</b> and enter Account Number] Bank Name: [Click <b>here</b> and enter Bank name] Bank Address: [Click <b>here</b> and enter Bank Address] Bank SWIFT Code: [Click <b>here</b> and enter Bank SWIFT Code] Bank Code: [Click <b>here</b> and enter Bank Code] Routing instructions for disbursements: [Click <b>here</b> and enter any additional instructions]							
8. Notices to Recipient Institution: Name: Address:  Tel: Fax: Email:	9. Notices to UNDP: Name: Address:  Tel: Fax: Email:						
10. Signed for "[Click here and enter Recipient Institution name]" by its Authorized Representative Date: _____ Signature: _____ Name: _____ Title: _____ _____							

11. Signed for the **United Nations Development Programme** by its Authorized Representative

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**The following documents constitute the entire Agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:**

**this face sheet (“Face Sheet”)**

**Standard Terms and Conditions**

**Annex A – Accepted Grant Proposal**

**Annex B – Reporting Format**

**Annex C – Project Document for the Project funding this Grant Agreement**

## **STANDARD TERMS AND CONDITIONS**

This **Low Value Grant Agreement** (hereinafter referred to as the “Agreement”) is made between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter “UNDP”), and the Recipient Institution named in block 2 of the Face Sheet (the “Recipient Institution,” and together with UNDP, the “Parties”).

WHEREAS, UNDP [is the Implementing Partner] *or* [provides support services to {name of partner}, the Implementing Partner]<sup>1</sup> of the project named in block 3 of the Face Sheet (hereinafter referred to as “the Project”) and more specifically described in the project document [Insert project number and title] attached as **Annex C** (the “Project Document”), implemented at the request of the Government of the country named in block 1 of the Face Sheet;

WHEREAS, UNDP desires to provide funds to the Recipient Institution in the context of the Project for the purposes of undertaking the activities in the accepted Grant Proposal (the “Funds”), and on the terms and conditions hereinafter set forth; and

WHEREAS, the Recipient Institution is ready and willing to accept such Funds from UNDP for the activities (the “Activities”) described in the accepted Grant Proposal in **Annex A** (the “Proposal”) on the terms and conditions hereinafter set forth in this agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

### **1.0 Responsibilities of the Recipient Institution**

1.1 The Recipient Institution agrees to undertake the Activities and achieve the deliverables described in the accepted Proposal (Annex A) with due diligence and efficiency, pursuant to the schedule set forth in the Proposal, and in accordance with the terms and conditions of this Agreement. The Activities must be undertaken in a manner consistent with the regulations, rules, policies and procedures of UNDP, and in accordance with the Project Document which forms an integral part of this Agreement. Funds provided pursuant to this Agreement shall be prudently managed by the Recipient Institution and used solely for the Activities to produce results specified in the Proposal.

1.2 The Recipient Institution agrees to reach the performance targets (the “Performance Targets”) as indicated in the accepted Proposal. If the Recipient Institution fails to meet its responsibilities outlined in this Agreement, or to attain at least 70% of any one Performance Target for any given year, then this will be considered grounds to suspend any further disbursement of Funds. The suspension shall remain in effect until the Recipient Institution has achieved the relevant Performance Targets.

1.3 The Recipient Institution shall inform UNDP about any problems it may face in attaining the objectives agreed upon.

---

<sup>1</sup> Select only the relevant option and delete the other

## **2.0 Duration**

2.1 This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Recipient Institution and UNDP, acting through their duly Authorized Representatives, indicated in blocks 10 and 11 of the Face Sheet, and expire on the Implementation Period end date indicated in block 4 of the Face Sheet, unless earlier terminated pursuant to Article 6.4 or 7.9 below.

## **3.0 Payments**

3.1 Subject to the express terms of this Agreement, UNDP shall provide Funds to the Recipient Institution in an amount not to exceed the amount set forth in block 5 of the Face Sheet according to the schedule set out in block 6 of the Face Sheet. Payments are subject to the Recipient Institution meeting the Performance Targets.

3.2 All payments shall be deposited into the Recipient Institution's bank account, the details of which are set forth in block 7 of the Face Sheet.

3.3 The amount of payment of such Funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Recipient Institution in the performance of the Activities under this Agreement.

## **4.0 Records, Information and Reports**

4.1 The Recipient Institution shall maintain clear, accurate and complete records in respect of the Funds received under this Agreement. Upon completion of the Activities, or the termination of this Agreement, the Recipient Institution shall maintain the records for a period of at least five (5) years.

4.2 The Recipient Institution shall furnish, compile and make available at all times to UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the Funds received by the Recipient Institution.

4.3 The Recipient Institution shall provide progress reports ("Performance Reports") including financial and narrative information, to UNDP at least 30 days before the expected release of the next tranche or at least annually within 30 days after the end of year until the activities have been completed. The Performance Report, including the financial reporting component, shall follow the format in **Annex B** and shall include certification by the Recipient Institution's representative with institutional responsibility for financial reporting, including the certification date.

4.5 Within [X, but no more than 60] days after completion of the Activities, the Recipient Institution shall provide UNDP with a final financial and narrative report with respect to all expenditures made from such Funds and indicating the results achieved, utilizing the reporting format contained in **Annex B**.

4.6 All further correspondence regarding the implementation of this Agreement should be addressed to the addresses set forth in blocks 8 and 9 of the Face Sheet, as applicable.

## **5.0 Audits and Investigations**

5.1 Notwithstanding the above, UNDP shall have the right to audit or review the Recipient Institution's related books and records as it may require, and to have access to the books and record of the Recipient Institution, as necessary.

5.2 The Recipient Institution acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Recipient Institution generally. The right of UNDP to conduct an investigation and the Recipient Institution's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement.

5.3 The Recipient Institution shall provide its full and timely cooperation with any such inspections, audits or investigations. Such cooperation shall include, but shall not be limited to, the Recipient Institution's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Recipient Institution's premises at reasonable times and on reasonable conditions in connection with such access to the Recipient Institution's personnel and relevant documentation. The Recipient Institution shall require its agents, including, but not limited to, the Recipient Institution's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, audits or investigations carried out by UNDP hereunder.

5.4 UNDP shall be entitled to a refund from the Recipient Institution for any amounts shown by such audits and investigations to have been used by the Recipient Institution other than in accordance with the terms and conditions of the Agreement. The Recipient Institution also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the Funds for the Activities, shall have direct recourse to the Recipient Institution for the recovery of any Funds determined by UNDP to have been used in violation of or inconsistent with this Agreement and/or the Proposal.

## **6.0 Representations and Warranties**

6.1 The Recipient Institution represents and warrants that:

(a) it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof to any representative, official, employee, or other agent of UNDP.

(b) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

(c) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

(d) it shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Recipient Institution to perform any services under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Recipient Institution shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from

engaging any sexual activities that are exploitive or degrading to any person. UNDP shall not apply the foregoing standard relating to age in any case in which the Recipient Institution's personnel or any other person who may be engaged by the Recipient Institution to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such personnel or such other person who may be engaged by the Recipient Institution to perform any services under the Agreement.

(e) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiary, affiliated entities (if any), suppliers and subcontractors is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

6.2 The Recipient Institution shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

6.3 The Recipient Institution acknowledges that it has read the Project Document attached hereto as Annex C, including the section entitled "Risk Management". The Recipient Institution hereby agrees that in undertaking the Activities in the Proposal, it will be bound, *mutatis mutandis*, by the obligations and agreements set forth in the Project Document as applicable to the Implementing Partner of the Project.

6.4 The Recipient Institution acknowledges and agrees that the provisions of this Article 6.0 constitute an essential term of the Agreement and that breach of any such representation and warranty or covenant shall entitle UNDP to terminate the Agreement immediately upon notice to the Recipient Institution, without any liability for termination charges or any other liability of any kind.

## **7.0 General Provisions**

7.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Parties, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

7.2 The Recipient Institution shall carry out all Activities described in the Proposal with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the Recipient Institution shall have exclusive control over the administration and implementation of the Activities and that UNDP shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of the Activities shall be subject to review by the Project's Steering Committee/Project Board. If at any time the Steering Committee/Project Board is not satisfied with the quality of work or the progress being made toward achieving such goals, the Steering Committee/Project Board may advise UNDP to: (i) withhold payment of Funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Recipient Institution as described in Article 7.9 below; and/or seek any other remedy as may be necessary. The Steering Committee/Project Board's determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the Recipient Institution insofar as further payments are concerned.

7.3 UNDP undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking Activities under this Agreement. Such responsibilities shall be borne by the Recipient Institution.

7.4 The rights and obligations of the Recipient Institution are limited to the terms and conditions of this Agreement. Accordingly, the Recipient Institution and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

7.5 The Recipient Institution shall be fully responsible for all services performed by its personnel, agents, employees, contractors, subcontractors and any other party undertaking Activities in relation to implementing the Proposal on behalf of the Recipient Institution (hereinafter referred to as "Recipient Institution Personnel") and shall ensure that all of its obligations under this Agreement extend to the Recipient Institution Personnel. The Recipient Institution may not assign, transfer, pledge, or make any other disposition of the Agreement, of any part of it, or of any of its rights, claims or obligations under the Agreement, except with the prior written authorization of UNDP. Any authorized assignee or transferee shall be bound by the terms and conditions of this Agreement. The Recipient Institution may not use the services of subcontractor(s) unless prior written authorization is granted by UNDP. If such authorization is granted, the Recipient Institution shall ensure that such subcontractor(s) do not use further tiers of subcontractors, unless prior written authorization is granted by UNDP. Any authorized subcontractor shall be bound by the terms and conditions of this Agreement. The use of subcontractors shall not relieve the Recipient Institution of any of its obligations under this Agreement.

7.6 The Recipient Institution shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to the acts or omissions of the Recipient Institution, Recipient Institution Personnel or other persons hired for the management of the present Agreement and the Project. The Recipient Institution shall be responsible for, and deal with all claims brought against it by any Recipient Institution Personnel.

7.7 If provided for in the Project Document (or if otherwise agreed between UNDP and the Government of the country named in block 1 of the Face Sheet), assets and equipment purchased with the Funds will become the property of the Recipient Institution. The Recipient Institution shall be responsible for substantive and financial reporting on its use of the Funds to the Steering Committee set up to oversee grant making and/or the implementing partner, as defined in the Project Document. The assets and equipment shall be used for the purpose indicated in the Proposal throughout the period of this Agreement. Procurement of goods, services and technical assistance required under the Proposal will be conducted by the Recipient Institution in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

7.8 Ownership of patent rights, copyrights, and other similar rights ("Intellectual Property Rights") to any discoveries, inventions or works resulting from implementation of the Activities under this Agreement shall vest in the Recipient Institution. Nonetheless, the Recipient Institution shall grant UNDP a perpetual, irrevocable, world-wide, non-exclusive and royalty-free license to use, reproduce, adapt, modify, distribute, sub-license and make use of such Intellectual Property



Rights, including the ability to further license to program country governments in accordance with the requirements of the agreement between the UNDP and the government(s) concerned.

7.9 This Agreement may be terminated by either Party before completion of the Agreement by giving thirty (30) days written notice to the other Party, and the Recipient Institution shall promptly return any unutilized Funds to UNDP.

7.10 The Recipient Institution acknowledges that UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. Although project related documents may indicate a total amount of funds that could be available for this Recipient Institution, actual disbursements will be based upon the Recipient Institution meeting the Performance Targets. If any of the Funds are returned to UNDP or if this Agreement is rescinded, the Recipient Institution acknowledges that UNDP will have no further obligation to the Recipient Institution as a result of such return or rescission.

7.11 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the Parties or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the Parties hereto.

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

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

7.14 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties. The Recipient Institution may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the Recipient Institution will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

7.15 The Recipient Institution shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

7.16 The provisions of Article 4.1, Article 5.0, and Articles 7.3, 7.6, 7.7, 7.8, 7.12, 7.13, 7.14 and 7.15 shall survive and remain in full force and effect regardless of the expiry of the Project Implementation Period or the termination of this Agreement.