



Call for Low-value Grant Proposals
“Call for Proposals for Low-Value Grants for Trial Monitoring of Civil and Criminal Cases”
ref.# 151-2024-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

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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

Within the Access to Justice in Tajikistan Phase III Project (the Project) that is funded by Swiss Government, UNDP Tajikistan promotes access to justice for the people of Tajikistan and supports the accessibility and efficiency of the Supreme Court of the Republic of Tajikistan (RT) In 2024-2025, under the Project, UNDP will support the public observation of trials in courts throughout the country.

Since 2015, UNDP Tajikistan has engaged with the judicial system in Tajikistan to foster reforms that enhance the state's capacity to provide access to justice in compliance with international standards. In recent years, the judiciary has embarked on making the judicial system more transparent and accessible. In 2021, with the support of UNDP Tajikistan, Tajikistan adopted a new Law on Access to Information on Judicial Activities which provides various ways for the public to access information about the activities of the courts and regulates the participation of citizens and representatives of organizations in public court trials.

As a part of the Output enhancing judicial capacity under this Project, in 2023 UNDP developed a methodology, which includes a check list and reporting form for observing and monitoring the quality of court proceedings and judicial decision-making in Tajikistan. UNDP delivered a 3-day training for 20 Civil Society Organizations (CSOs) to enhance their skills in monitoring civil and criminal cases with an international consultant.

Under this grant, UNDP will engage two CSOs to conduct trial monitoring throughout the country to observe for compliance with human rights standards and legislation. The CSOs' representatives will attend court hearings to observe fairness, transparency, and adherence to due process in 20 civil cases and 20 criminal cases. The CSOs will in particular focus on cases with secondary legal aid advocates representing criminal defendants such that at least ten of the observed criminal cases shall involve secondary legal aid advocates. To support the selected CSOs, UNDP will engage an International Consultant who will provide an additional workshop on the methodology and key aspects of the monitoring process and equip the CSOs with necessary tools including forms for the reporting. The Consultant will also be available for consultations throughout the process and will support the compilation of the final report and presentation to stakeholders.

In addition, during the evaluation of Grantees, UNDP will give preference to CSOs with experience in conducting trial monitoring or other relevant rule of law, access to justice or judicial reform work. The work of the applicant CSOs should indicate an understanding of the local context, experience in access to justice and human rights issues to ensure culturally and politically sensitive and contextually appropriate monitoring.

The selected organization will work closely with UNDP, the International Consultant mentioned above, and the Supreme Court of RT.

II. SCOPE AND OBJECTIVES

Purpose and objectives of the grants:	To conduct monitoring of civil and criminal court cases
Number of Grants	Two grants shall be awarded to two CSOs
Scope of the grant (s):	1. Both CSOs shall together participate in the two-day workshop organized by UNDP and delivered by International Consultant on monitoring the quality of court proceedings. The CSOs shall ensure that all court observers who will engage in the monitoring under this grant attend the workshop, and will share the observers' names and qualifications with UNDP prior to the training. During the workshop, the CSOs shall

	<p>work with the International Consultant to develop drafts of the reporting forms and the methodology to be used by the court observers. The CSOs shall obtain approval from UNDP for using the forms. The CSOs shall ensure the observers understand the scope of work, ethical guidelines, and confidentiality requirements by having them execute statements in writing.</p> <ol style="list-style-type: none"> 2. Each CSO shall conduct monitoring of 10 civil and 10 criminal processes with at least five cases involving a secondary legal aid advocate. The CSO's court observers shall attend court hearings for selected cases, observing proceedings and noting key aspects such as adherence to due process, fairness, and respect for human rights in accordance with the methodology developed with the International Consultant. 3. Following the monitoring visits, systematically collect and analyze data and evidence using standardized monitoring forms and protocols. 4. Conduct up to six consultations with the International Consultant, in-person or online, to review implementation and provide a summary of the consultations in the final report. 5. Prepare comprehensive reports for each monitored case, detailing observations, findings, and recommendations. 6. Share findings and recommendations with UNDP and International Consultant on regular basis. 7. Prepare a joint final report in cooperation with the other CSO grantee and with support from the International Consultant and present it to the stakeholders, including judicial authorities, lawyers and advocates, civil society organizations, and development partners.
<p>Expected activities and results:</p>	<ol style="list-style-type: none"> 1. In close cooperation with the International Consultant develop a Methodology and standardized checklist or evaluation criteria for monitoring court processes and decisions. The Methodology should include direct observations, interviews, document review, and data analysis and ensure the confidentiality and privacy of the parties involved in the cases. 2. Each CSO shall conduct monitoring of 10 civil and 10 criminal processes in Dushanbe, Khatlon, Soghd and DRS courts where at least five cases involve a secondary legal aid advocate. 3. Submit a detailed joint report in cooperation with the other CSO grantee summarizing the findings from the monitoring and provide specific recommendations for enhancing the quality and transparency of court processes and judicial decision-making. 4. In cooperation with the other CSO grantee present the joint final report to relevant stakeholders, including judiciary, lawyers, advocates, and civil society organizations.
<p>Target locations:</p>	<ol style="list-style-type: none"> a. Dushanbe b. Khatlon c. Sughd d. DRS
<p>Eligibility criteria of grantee(s):</p>	<ol style="list-style-type: none"> 1. A CSO legally registered in Tajikistan; 2. At least 5 years of experience in access to justice and human rights issues;

	<ol style="list-style-type: none"> a. This should be demonstrated through past projects, initiatives, or research activities that are listed in detail in the Application. b. Evidence of previous successes in influencing policy change or promoting legal <ol style="list-style-type: none"> i. reforms related to access to justice and human rights is an advantage. 3. Availability of technical and administrative capacity at the national level, office, personnel, office equipment, etc. is required; 4. Experience of cooperation with governmental agencies, international organizations and development partners in the field of rule of law, human rights and access to justice is required, <ol style="list-style-type: none"> a. Written recommendations from such organizations should be provided. 5. Demonstrated experience in conducting trial monitoring including by having attended previous trainings on trial monitoring, proved by relevant report is desired.
Timeframe for implementation of LVGs:	September 20, 2024 –March 30, 2025.
LVG beneficiaries:	People of Tajikistan seeking access to justice in courts of Tajikistan
LVG amount:	\$13,000 per CSO Total amount for two CSOs \$26,000

III. INSTRUCTIONS TO GRANT APPLICANTS

1. Grant proposal should contain:

1. Duly filled and signed Grant application form (attached) along with the proposed methodology and a budget for implementation of the sub-project.
2. Applicant’s Legal Registration Status Documentation (Registration Certificate and Charter) and the legal registration documents for the regional CSOs.
3. Applicant’s Latest Annual Financial or Audit Reports;
4. CVs of Director and other key employees of organization **identifying which role they will play in implementation**, and also CVs of outsourced experts (trainers, etc. if applicable).
5. Project implementation plan including the plans for identifying relevant cases.
6. At least two reference letters from Past / Current Donor / Partner certifying the successful implementation of project(s);
- 7.
2. Grant proposal must be submitted **in full** by e-mail to elbids.tj@undp.org no later than **September 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: # **151-2024-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 September 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

Proposed initiative:	Is in line with the grant purpose and objectives	Yes/No
Grant applicant:	Meets the eligibility criteria specified in Section II of the present document with provision of proof/evidence.	Yes/No
Grant proposal:	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
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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.

Grant selection criteria	Maximum obtainable points
<ol style="list-style-type: none"> 1. A CSO legally registered in Tajikistan with a physical office in Tajikistan. 2. Availability of technical and administrative capacity at the local level <ol style="list-style-type: none"> a. office, personnel, office equipment, etc. 3. Availability of financial/or audit reports for the years 2022-2023. 4. 	20
<p>Relevant experience:</p> <ol style="list-style-type: none"> 1. At least 5 years of experience in access to justice and human rights issues; <ul style="list-style-type: none"> ○ This should be demonstrated through past projects, initiatives, or research activities that are listed in detail in the Application. ○ Evidence of previous successes in influencing policy change or promoting legal <ul style="list-style-type: none"> ▪ reforms related to access to justice and human rights is an advantage. 2. Experience of cooperation with 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. 	40

<p>3. Demonstrated capacity among the regional CSOs that are proposed to engage in the trial monitoring with qualified court monitors;</p> <p>4. Demonstrated experience in conducting trial monitoring including by having attended previous trainings on trial monitoring, proved by relevant report is desired.</p>	
<p>Justification and consistency of an initiative and the linkages between its elements: How well are the priorities of inclusion and diverse participation addressed?</p>	20
<p>Feasibility and timeliness of the proposed work plan and the budget: To what extent the proposed activities are efficient and cost effective (relevant to resources in the budget and intended results of the project)? 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 for each CSO grantee.</p>	10
<p>Adherence to the “Leave no one behind” principle: To what extent is the proposal designed to target people with disabilities, women, youth and other vulnerable/marginalized groups in the selected districts?</p>	10
<p>TOTAL:</p>	100

VI. AWARD OF GRANTS AND OTHER CONSIDERATIONS

1. Winning grant applicant 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. 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 Милали Муттаҳид
United Nations Development Programme



Application Form

Date: _____

Request for Grant Proposals
“Monitoring of quality of court processes and judicial decision-making”
ref.# 151-2024-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 “**Monitoring of quality of court processes**” aimed at ensuring accountability, transparency, and fairness within the judicial system by observing and evaluating court proceedings and the outcomes of judicial decisions. This will be accomplished by observing court proceedings in 10 criminal and 10 civil cases.

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:** _____

№	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:

№ 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**:

Introduction:

Main Project goal(s):

Project objectives:

Planned activities:

Project activities/ methodology: Please include in particular how you propose to work with the International consultant and in which areas of the country you propose to work.

Expected results:

If applicable, provide information with whom (the government agencies, other CSOs 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 (for example court locations):

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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:

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

2.4 Budget Summary by Expenditure.

Budget Summary	Amount, in \$	Percentage (%)
Administrative Costs Includes: -Financial & Administrative Staff Costs -Financial & Administrative Management Costs -Fin-Admin Office/Operational Costs		
Program Costs Includes: -All Programmatic Consultant Costs -All Programmatic Travel Costs -All Programmatic Operational Costs -All Direct Program Costs		
TOTAL COSTS		

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	At least two reference letters from Past / Current Donor / Partner certifying the successful implementation of project(s);	
4	Project Proposal using the format provided in the above "The Proposed strategy and approaches for implementation of project proposal" section	
5	CVs of Director and other key employees of organization identifying which role they will play in implementation , and also CVs of outsourced experts	
6	Confirmation letter from the Partner organization on consent on sub-project implementation for example Letters of Agreements with the regional CSOs.	

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 Trial Monitoring and Reporting of Civil and Criminal Cases under the Access to Justice, Phase III Project

Ref: 151-2024-Grant-A2J-@

Project: Access to Justice, Phase III

Sub-project: Trial Monitoring of Civil and Criminal Cases

I. Background

Within the Access to Justice in Tajikistan Phase III Project (the Project) that is funded by Swiss Government, UNDP Tajikistan promotes access to justice for the people of Tajikistan and supports the accessibility and efficiency of the Supreme Court of the Republic of Tajikistan (RT). In 2024-2025, under the Project, UNDP will support the public observation of trials in courts throughout the country.

Since 2015, UNDP Tajikistan has engaged with the judicial system in Tajikistan to foster reforms that enhance the state's capacity to provide access to justice in compliance with international standards. In recent years, the judiciary has embarked on making the judicial system more transparent and accessible. In 2021, with the support of UNDP Tajikistan, Tajikistan adopted a new Law on Access to Information on Judicial Activities which provides various ways for the public to access information about the activities of the courts and regulates the participation of citizens and representatives of organizations in public court trials.

As a part of the Output enhancing judicial capacity under this Project, in 2023 UNDP developed a methodology, which includes a check list and reporting form for observing and monitoring the quality of court proceedings and judicial decision-making in Tajikistan. UNDP delivered a 3-day training for 20 Civil Society Organizations (CSOs) to enhance their skills in monitoring civil and criminal cases with an international consultant. Under this grant, UNDP will engage at least two CSOs to conduct trial monitoring throughout the country to observe for compliance with human rights standards and legislation. The CSOs' representatives will attend court hearings to observe fairness, transparency, and adherence to due process in 20 civil cases and 20 criminal cases. The CSOs will in particular focus on cases with secondary legal aid advocates representing criminal defendants such that at least ten of the observed criminal cases shall involve secondary legal aid advocates. To support the selected CSOs, UNDP will engage an International Consultant who will provide an additional workshop on the methodology and key aspects of the monitoring process and equip the CSOs with necessary tools including forms for the reporting. The Consultant will also be available for consultations throughout the process and will support the compilation of the final report and presentation to stakeholders.

In addition, during the evaluation of Grantees, UNDP will give preference to CSOs with experience in conducting trial monitoring or other relevant rule of law, access to justice or judicial reform work. The work of the applicant CSOs should indicate an understanding of the local context, experience in access to justice and human rights issues to ensure culturally and politically sensitive and contextually appropriate monitoring.

The selected organization will work closely with UNDP, the International Consultant mentioned above, and the Supreme Court of RT.

II. Objectives and Scope of Work

Eligibility: Civil Society organization registered and operating in Dushanbe

Scope of Work:

This scope of work and deliverables outline a comprehensive approach for a CSO to conduct effective trial monitoring in both civil and criminal cases, promoting transparency, fairness, and respect for human rights within the judicial system. To achieve the outcome of the assignment, the following tasks will be performed by each CSO grantee:

1. Both CSOs shall together participate in the two-day workshop organized by UNDP and delivered by International Consultant on monitoring the quality of court proceedings. The CSOs shall ensure that all court observers who will engage in the monitoring under this grant shall attend the workshop. During the workshop, the CSOs shall work with the International Consultant to develop drafts of the reporting forms and the methodology to be used by the court observers. The CSOs shall obtain approval from UNDP for using the forms. The CSOs shall ensure the observers understand the scope of work, ethical guidelines, and confidentiality requirements by having them execute statements in writing.
2. Each CSO shall conduct monitoring of 10 civil and 10 criminal processes with at least five cases involving a secondary legal aid advocate. The CSO's court observers shall attend court hearings for selected cases, observing proceedings and noting key aspects such as adherence to due process, fairness, and respect for human rights in accordance with the methodology developed with the International Consultant.
3. Following the monitoring visits, systematically collect and analyze data and evidence using standardized monitoring forms and protocols.
4. Conduct up to six consultations with the International Consultant, in-person or online, to review implementation and include a summary of the consultations in the final report.
5. Prepare comprehensive reports for each monitored case, detailing observations, findings, and recommendations.
6. Share findings and recommendations with UNDP and International Consultant on a regular basis.
7. Prepare a joint final report in cooperation with the other CSO grantee and with support from the International Consultant and present it to the stakeholders, including judicial authorities, lawyers and advocates, civil society organizations, and development partners.

Target areas to be covered:

- A. Dushanbe
- B. Khatlon
- C. Sughd
- D. DRS

UNDP will support the Grantee CSOs with outreach to the courts by providing a supporting letter from the Supreme Court of RT. All detailed criteria for case selection shall be agreed by UNDP.

It is assumed that the funds under these Terms of Reference will be provided to two registered organizations. 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 for each CSO grantee.

All monitoring visits shall be completed by February 25, 2025.

To achieve these objectives, UNDP will attract two civil society organizations. The CSOs will be selected on the basis of a competitive process conducted by UNDP that will consist of 2 stages:

1. Consideration of the application and preliminary selection of the organization.
2. Assessment of the institutional capacity of the organization to accomplish abovementioned actions.

The applicants must meet the following criteria:

1. A CSO legally registered in Tajikistan;
2. At least 5 years of experience in access to justice and human rights issues;
 - a. This should be demonstrated through past projects, initiatives, or research activities that are listed in detail in the Application.
 - b. Evidence of previous successes in influencing policy change or promoting legal
 - i. reforms related to access to justice and human rights is an advantage.
3. Availability of technical and administrative capacity at the national level, office, personnel, office equipment, etc. is required;
4. Experience of cooperation with governmental agencies, international organizations and development partners in the field of rule of law, human rights and access to justice is required,
 - a. Written recommendations from such organizations should be provided.
5. Demonstrated capacity among the regional CSOs that are proposed to engage in the trial monitoring with qualified court monitors;
6. Demonstrated experience in conducting trial monitoring including by having attended previous trainings on trial monitoring, proved by relevant report is desired.

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 payment date	Planned Budget for the Activity (% of the grant to be disbursed)
<p>Activity 1.</p> <ul style="list-style-type: none"> Detailed trial monitoring plan outlining workplan, methodologies, and timelines submitted. Submission of an agreed-upon format of monitoring schedule, reporting forms and roles and responsibilities of parties (Grantee, partnered CSOs, observers). Signed statements from court observers regarding the scope of work, ethical guidelines, and confidentiality requirements. 	October 1, 2024	90%
<p>Activity 2.</p> <ul style="list-style-type: none"> First interim report with observations from monitoring visits detailing observations and findings to be provided by December 15, 2024 Final comprehensive report prepared in consultation with the International Consultant and submitted indicating each monitored case, detailing observations, findings, and recommendations. Presentation prepared in consultation with the International Consultant and made to national stakeholders, including the Supreme Court, advocates, civil society organizations, and development partners with main findings and recommendations by March 22, 2025. Submission of financial report documenting all financial matters including transportation and accommodation support provided to the approved court observers. Submission of Narrative and financial reports. 	March 28, 2025	10%
TOTAL:		100%

Applicants should provide the following information and documents for review:

1. Duly filled and signed Grant application form (attached) along with the proposed methodology and a budget for implementation of the sub-project.
2. Applicant's Legal Registration Status Documentation (Registration Certificate and Charter) and the legal registration documents for the regional CSOs.
3. Applicant's Latest Annual Financial or Audit Reports;
4. CVs of Director and other key employees of organization **identifying which role they will play in implementation**, and also CVs of outsourced experts (trainers, etc. if applicable).
5. Project implementation plan including the plans for identifying relevant cases.
6. At least two reference letters from Past / Current Donor / Partner certifying the successful implementation of project(s);
- 7.

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. All reports should be submitted in accordance with the terms stipulated in the Grant Agreement. All reports should be prepared in Russian or English versions in hard copies or in electronic-version, 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 sub-project 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 **20th September – 30 March 2025**. The Grantee will ensure that all services are completed by 22 March, 2025.



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 here 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 here and enter date] to [Click here and enter date]					
5. Budget: Up to the amount of US\$ [Click here and enter amount] ([Click here and amount in words] United States Dollars)					
6. Schedule of Disbursement of Funds to Recipient Institution: <table><thead><tr><th><u>Disbursement Date/Milestone</u></th><th><u>Amount</u></th></tr></thead><tbody><tr><td>[insert specific date/milestone]</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 here and enter Owner of Bank Account] Account Title: [Click here and enter Account Title] Account Number: [Click here and enter Account Number] Bank Name: [Click here and enter Bank name] Bank Address: [Click here and enter Bank Address] Bank SWIFT Code: [Click here and enter Bank SWIFT Code] Bank Code: [Click here and enter Bank Code] Routing instructions for disbursements: [Click here 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]¹ 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.

¹ 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.