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**Call for Low-Value Grant Proposals  
“2nd National Youth Forum” 148-2024-CFP-UNDP--A2J-@**

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

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

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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

## II. PROJECT BACKGROUND

The UNDP Tajikistan Rule of Law and Access to Justice Initiative has, with the support of international partners, supported national and regional level policy dialogues since 2015. For the past nine years, UNDP has supported through the Swiss funded Access to Justice Project the Annual National Rule of Law Forum that is organized by the Ministry of Justice of the Republic of Tajikistan<sup>1</sup>. Through these dialogues and fora, UNDP aims to provide an opportunity for engagement between civil society and the government on human rights and rule of law issues. The Annual National Rule of Law Forum in particular serves as a national platform for public dialogue among justice sector officials, lawyers, academics, civil society representatives, and other stakeholders to discuss and make recommendations on crucial justice sector and human rights issues. Notable outcomes from these discussions include the adoption of 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 ratification and implementation of the UN Convention on the Rights of Persons with Disabilities, and various legal and judicial reform programs. In 2023, UNDP facilitated a series of discussions with representatives from Civil Society Organizations (CSOs) and Organizations of People with Disabilities (OPDs) before the Annual Rule of Law Forum. These discussions enabled participants to contribute actively to the 9th National Rule of Law Forum in November 2023, which gathered over 300 participants to deliberate on judicial and legal reforms, Sustainable Development Goal 16 (SDG 16), and the National Strategy of the Republic of Tajikistan on Human Rights

Also in 2023, UNDP Tajikistan expanded this work to include specifically the perspectives of the youth in Tajikistan. Given that around 70% of Tajikistan's population is under 30, the engagement of young people is crucial to shaping the future of the country's legal and judicial systems. By involving youth in evidence-based policy discussions, they gain the opportunity to witness and contribute to the policymaking process, ensuring that the justice sector evolves in a way that is inclusive and reflective of their needs and aspirations. This approach is critical for promoting sustainable development, human rights, and access to justice for all in Tajikistan.

In 2023, under the new Supporting Women's Legal Education Project, UNDP Tajikistan convened the first National Youth Forum (Youth Forum) on October 5 in Dushanbe. This forum focused on the theme "Youth on Sustainable Development Goal 16: Engaging Youth for Promoting Justice, and Stable and Inclusive Societies." The event brought together 150 young participants from diverse backgrounds, including those from rural areas and various linguistic communities, representing all regions of Tajikistan. The forum featured breakout sessions facilitated by trained law professors, civil society representatives and experts, who guided discussions on key topics such as human rights, access to justice, and the role of youth in promoting legal reforms. Facilitators played a crucial role in supporting these discussions, ensuring that all voices were heard, and that the youth were prepared to present their evidence-based policy recommendations.

The forum resulted in several impactful recommendations, three of which were particularly notable: the proposal to establish a Youth Ombudsperson to advocate for the rights of young people, the suggestion for internships at government agencies to enhance youth involvement in access to justice, and the creation of online legal aid clinics at universities to provide accessible legal support. UNDP published the recommendations of the participants. After the Youth Forum, UNDP, in collaboration with the

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<sup>1</sup> The Access to Justice Phase III project funded by the Government of Switzerland is a partnership between UNDP Tajikistan and the HELVETAS Swiss Intercooperation.

UNDP Youth Advisory Group (YAG), provided training to some young participants on how to effectively present their evidence-based policy recommendations at the National Rule of Law Forum. Youth later presented these recommendations at the 9th National Rule of Law Forum before the Ministry of Justice and other national justice sector agencies, introducing fresh perspectives into the national policy dialogue.

This year, UNDP again expects to host the 2<sup>nd</sup> National Youth Forum for youth in Tajikistan under the age of 18 to 30 years and will gather recommendations from the youth to share with stakeholders. In addition, UNDP plans to facilitate the participation of 15 selected young representatives in the 10th National Rule of Law Forum to present the recommendations developed during the Youth Forum and to address other thematic topics in the Forum group discussions. UNDP seeks to award one grant to a local CSO to organize the youth participants for the 2<sup>nd</sup> National Youth Forum, which will take place two weeks prior to the 10th National Rule of Law Forum, planned for October 31 to November 1, 2024. The selected CSO will be responsible for conducting one pre-forum preparatory workshop in Khatlon to educate youth representatives on topics related to SDG 16, rule of law and access to justice and guide youth on evidence-based policymaking processes. The CSO and UNDP will agree in advance on the specific topics for discussions at both events.

The 2<sup>nd</sup> National Youth Forum shall include a main session that provides basic information on evidence-based policy and at least three breakout sessions facilitated by law professors and rule of law and human rights experts. The CSO shall consult with UNDP for the setting of the agenda and obtain approval from UNDP for the final agenda. The CSO shall arrange all logistical arrangements relating to the participation of the youth for the forum, ensuring the full participation of youth in both pre-forum preparatory workshop and the 2<sup>nd</sup> National Youth Forum. This includes engagement of professors, recruitment of appropriate experts, selection of participants and managing transportation, accommodation, and meals, with a strong emphasis on the safety and inclusivity of all participants. Additionally, the CSO will collect recommendations from the participants during the 2<sup>nd</sup> National Youth Forum and prepare a comprehensive report. The CSO will collaborate with YAG to select the most relevant recommendations for presentation at the 10th National Rule of Law Forum and ensure participation of 15 youth participants in the Rule of Law Forum. The CSO will work with the YAG to prepare selected speakers from these 15 youth participants and provide them with further training on oral advocacy. Finally, the CSO will submit detailed final narrative and financial reports, including lessons learned and recommendations for further strengthening future National Youth Forums.

UNDP will arrange the venue for the National Youth Forum while the CSO grantee shall arrange the venue for the pre-forum preparatory workshop in Khatlon. For attending the National Rule of Law Forum, UNDP will arrange transportation and accommodation for the youth participants. UNDP will facilitate invitations to government officials, while the CSO will conduct all necessary outreach to universities.

### III. SCOPE AND OBJECTIVES

1. <b>Purpose and objectives of the grants:</b>	To engage young people in Tajikistan in national policy discussions on Sustainable Development Goal 16, Rule of Law and Access to Justice, and ensuring their voices contribute to the creation of inclusive and equitable policies.
2. <b>Number of Grants</b>	One grant will be awarded to a CSO that can organize and conduct one regional workshop in Khatlon and the 2 <sup>nd</sup> National Youth Forum in Dushanbe
3. <b>Scope of the grant (s):</b>	<ol style="list-style-type: none"> <li>1. Organize a one-day pre-forum preparatory workshop in Khatlon for 25 young people, focusing on evidence-based policymaking in the context of youth engagement in implementing Sustainable Development Goal 16, with an emphasis on strengthening the rule of law and access to justice. The CSO and UNDP will agree in advance on the specific topics for discussion at the workshop.</li> <li>2. Organize and conduct the 2<sup>nd</sup> National Youth Forum for 150 participants including the <b>25 youth</b> who participated in pre-forum preparatory workshop, <b>50 participants</b> who are enrolled as law students from law faculties of five universities indicated in Terms of Reference, <b>25 participants</b> should be representatives of central and regional youth organizations. <b>20 participants</b> shall be from the UNDP Young Advisory Group (YAG) and young female lawyers, and <b>20 participants</b> accompanied by <b>10 mentors</b> shall be from Isfara designated by UNDP. The CSO and UNDP will agree in advance on the specific topics for discussions at the event. Ensure that at least 50% of these participants are women, and at least 10% are people with disabilities. The CSO shall provide reasonable accommodations to ensure the full participation of people with disabilities. Working with the UNDP YAG, compile and provide analysis of the recommendations received from participants the 2<sup>nd</sup> National Youth Forum in a publishable format.</li> <li>3. Support with oral advocacy skills training participants for presentation of selected recommendations at the 10<sup>th</sup> National Rule of Law Forum.</li> <li>4. Develop detailed final narrative and financial reports, including recommendations for further strengthening future National Youth Forums.</li> </ol>
4. <b>Expected activities and results:</b>	<ol style="list-style-type: none"> <li>1. Pre-forum preparatory workshop with 25 youth participants in Khatlon</li> <li>2. Conduct the 2<sup>nd</sup> National Youth Forum <b>by 18<sup>th</sup> of October</b>, ensuring the participation of 150 youth and arrange the agenda and the participation of experts and law professors. The participants shall include: <ol style="list-style-type: none"> <li>a. <b>25 participants</b> from Pre-forum preparatory workshop in Khatlon,</li> <li>b. <b>50 law students</b> from universities prescribed in the Terms of Reference,</li> <li>c. <b>25 participants</b> from central and regional youth organizations and/or initiative groups</li> <li>d. <b>20 participants</b> will be selected among the UNDP Young Advisory Group (YAG) and young female lawyers as designated by UNDP.</li> <li>e. <b>20 participants</b> accompanied by <b>up to 10 mentors</b> will be selected from youth of Isfara as designated by UNDP.</li> </ol> </li> <li>3. Collect and analyze recommendations received from participants during the 2<sup>nd</sup> National Youth Forum and prepare a comprehensive report.</li> <li>4. Provide training on oral advocacy to selected youth to prepare them for presentations during the Annual Rule of Law Forum.</li> <li>5. Submit a detailed final narrative and financial reports <b>by 15<sup>th</sup> of November 2024</b>.</li> </ol>
6. <b>Target location:</b>	Dushanbe and Khatlon

<p>7. <b>Eligibility criteria of grantee(s):</b></p>	<ol style="list-style-type: none"> <li>1. A CSO legally registered in Tajikistan.</li> <li>2. At least four (4) years of proven experience in empowering and representing the interests of youth. The organization must demonstrate a strong track record of working with youth. For the purposes of this criterion, 'youth' refers to individuals between the ages of 18 and 30. <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 enhancing capacity of youth and development of their knowledge and skills.</li> </ol> </li> <li>3. Practical experience facilitating forum, conference, and other events with 50 or more participants. These events must be listed in the application.</li> <li>4. Availability of technical and administrative capacity e.g. office, personnel, office equipment, etc.</li> <li>5. Experience of cooperation with national or international organizations and development partners in the field of rule of law, human rights, youth, and access to justice. <ol style="list-style-type: none"> <li>a. Recent written recommendations from such organizations shall be provided.</li> </ol> </li> </ol>
<p>8. <b>Timeframe for implementation of LVGs:</b></p>	<p>10 September –30 November 2024</p>
<p>9. <b>LVG beneficiaries:</b></p>	<ol style="list-style-type: none"> <li>1. <b>150 participants</b> representing youth between the ages of 18 to 30 years old from across the country must attend the Youth Forum: <ul style="list-style-type: none"> <li>• 50% of these participants shall be women and 50% shall be men.</li> <li>• 100% shall be between the ages of 18-30 years of age, and</li> <li>• At least 10% shall be people with disabilities.</li> </ul> </li> <li>1.1. <b>50 participants</b> for the Youth Forum should be selected based on the following regional division (calculated based on number of inhabitants in the region): <ul style="list-style-type: none"> <li>• 35% from Khatlon region</li> <li>• 30% from Sughd region</li> <li>• 20% from Dushanbe and RRS</li> <li>• 5% from GBAO</li> </ul> <p>Ensure a diverse selection of participants from various towns and districts within one abovementioned region.</p> <ol style="list-style-type: none"> <li>a. <b>25 participants</b> must attend one-day pre-forum preparatory workshop in Khatlon</li> <li>b. <b>25 participants</b> must be from central and regional youth organizations and/or initiative groups.</li> </ol> </li> <li>1.2. <b>50 participants</b> will be law students from six universities. 50% of these participants shall be women and 50% shall be men</li> <li>1.3. <b>20 participants</b> shall be from the UNDP Young Advisory Group (YAG) and young female lawyers designated by UNDP</li> <li>1.4. <b>20 participants</b> from Isfara, accompanied by <b>10 mentors</b>, designated by UNDP</li> </ol>
<p>2. <b>LVG amount:</b></p>	<p>\$20,000</p>

#### IV. INSTRUCTIONS TO GRANT APPLICANTS

##### 1. Grant proposal should contain:

- a. Duly filled and signed grant application form (ANNEX I),
  - b. Copy of the legal documents of grant applicant
  - c. Copy of financial report or audit report for the grant applicant from 2023 and 2022
  - d. CVs of the key employees with their proposed positions in the work to be involved in grant activities.
  - e. 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 **September 11, 2024 at 17:00 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: **148-2024-CFP-UNDP--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 (Tajik Somoni).
  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.

#### V. OPENING AND EVALUATION OF GRANT PROPOSALS

1. Opening of grant applications will be held on **September 12, 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.

## VI. 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.

<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. A physical office in Dushanbe.</li> <li>3. Availability of financial/or audit reports for the years 2023-2022.</li> </ol>	30
<p><b>Relevant experience:</b></p> <ol style="list-style-type: none"> <li>1. At least four (4) years of proven experience in empowering and representing the interests of youth. The organization must demonstrate a strong track record of working with youth. For the purposes of this criterion, 'youth' refers to individuals between the ages of 18 and 30. <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 enhancing capacity of youth and development of their knowledge and skills.</li> </ol> </li> <li>2. Practical experience facilitating forum, conference, and other events where 50 or more participants attended. These events must be listed in the application.</li> <li>3. Availability of technical and administrative capacity e.g. office, personnel, office equipment, etc.</li> <li>4. Experience of cooperation with national or international organizations and development partners in the field of rule of law, human rights, youth, and access to justice. <ol style="list-style-type: none"> <li>a. At least two written recommendations from such organizations should be provided.</li> </ol> </li> </ol>	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>Proposed Approach and Methodology</b> The CSO must provide a well-defined strategy for outreach and engagement to ensure the participation of youth from all regions of Tajikistan, reflecting diversity in gender and ethnic background promoting inclusivity for people with disabilities.</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>TOTAL:</b></p>	100

## VII. 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.

#### VIII. 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



Барномаи Рушди Созмони Милали Муттаҳид  
United Nations Development Programme

### Application Form

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

**Request for Grant Proposals**  
**“2<sup>nd</sup> National Youth Forum”**  
*ref. #148-2024-CFP-UNDP--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 the sub-project “2<sup>nd</sup> National Youth Forum” aimed at organizing a one-day forum to facilitate diverse and representative youth participation focusing on evidence-based policymaking in the context of youth engagement in implementing Sustainable Development Goal 16, with an emphasis on strengthening the rule of law and access to justice.

This will be accomplished by planning and implementing breakout sessions, ensuring logistical support for participants, and preparing a comprehensive report documenting the 2<sup>nd</sup> National Youth Forum’s discussions and recommendations, 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 the specified period of request from the date fixed for the 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. <b>Name of the organization:</b>	
1.2. <b>Did you apply by this project proposal to other donor funding?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.3. <b>Legal Status:</b>	<input type="checkbox"/> <b>Public organization</b> <input type="checkbox"/> Please, indicate if any other
1.4. <b>Registration number:</b>	
1.5. <b>Legal address:</b>	
1.6. <b>Date of registration:</b>	
1.7. <b>Postal address:</b>	
1.8. <b>Primary contact person:</b>	
Title:	
Phone number:	

	Email:	
1.9.	<b>Secondary contact person:</b>	
	Title:	
	Phone number:	
	Email:	
1.10.	<b>What is the mission statement of your organization?</b>	
1.11.	<b>When and who established your organization? (Briefly describe the history and experience of organization)</b>	

1.12. **Provide brief information about the relevant 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**

Introduction

Main Project goal(s)

Project objectives

Planned activities

Project activities/methodology

Please describe what strategies will be used for reaching out to and engaging diverse groups to the pre-forum preparatory workshop and the 2<sup>nd</sup> National Youth Forum

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

15
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**Grantee's Organization:**

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

**Organization's Stamp**

**Date:**



**TERMS OF REFERENCE**

**Call for Proposal for Low-Value Grants for 2<sup>nd</sup> National Youth Forum under the Access to Justice, Phase III Project**

**Ref: # 148-2024-CFP-UNDP-A2J-@**

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

**Sub-project:** 2<sup>nd</sup> National Youth Forum

**I. Background**

The UNDP Tajikistan Rule of Law and Access to Justice Initiative has, with the support of international partners, supported national and regional level policy dialogues since 2015. For the past nine years, UNDP has supported through the Swiss funded Access to Justice Phase III Project the Annual National Rule of Law Forum that is organized by the Ministry of Justice of the Republic of Tajikistan<sup>2</sup>. Through these dialogue and forums, UNDP aims to provide an opportunity for engagement between civil society and the government on human rights and rule of law issues. The Annual National Rule of Law Forum in particular serves as a national platform for public dialogue among justice sector officials, lawyers, academics, civil society representatives, and other stakeholders to discuss and make recommendations on crucial justice sector and human rights issues. Notable outcomes from these discussions include the adoption of 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 ratification and implementation of the UN Convention on the Rights of Persons with Disabilities, and various legal and judicial reform programs. In 2023, UNDP facilitated a series of discussions with representatives from Civil Society Organizations (CSOs) and Organizations of People with Disabilities (OPDs) before the Annual Rule of Law Forum. These discussions enabled participants to contribute actively to the 9th National Rule of Law Forum in November 2023, which gathered over 300 participants to deliberate on judicial and legal reforms, Sustainable Development Goal 16 (SDG 16), and the National Strategy of the Republic of Tajikistan on Human Rights

Also in 2023, UNDP Tajikistan expanded this work to include specifically the perspectives of the youth in Tajikistan. Given that around 70% of Tajikistan's population is under 30, the engagement of young people is crucial to shaping the future of the country's legal and judicial systems. By involving youth in evidence-based policy discussions, they gain the opportunity to witness and contribute to the policymaking process, ensuring that the justice sector evolves in a way that is inclusive and reflective of their needs and aspirations. This approach is critical for promoting sustainable development, human rights, and access to justice for all in Tajikistan.

In 2023, under the new Supporting Women's Legal Education Project, UNDP Tajikistan convened the first National Youth Forum (Youth Forum) on October 5 in Dushanbe. This forum focused on the theme "Youth in Sustainable Development Goal 16: Engaging Youth to Promote Justice and Sustainable and Inclusive Societies." The event brought together 150 young participants from diverse backgrounds, including those from rural areas and various linguistic communities, representing all regions of Tajikistan. The forum featured breakout sessions facilitated by trained law professors, civil society representatives and experts, who guided discussions on key topics such as human rights, access to justice, and the role of youth in promoting legal reforms. Facilitators played a crucial role in supporting these discussions, ensuring that all voices were heard, and that the youth were prepared to present their evidence-based policy recommendations.

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<sup>2</sup> The Access to Justice Phase III project funded by the Government of Switzerland is a partnership between UNDP Tajikistan and the HELVETAS Swiss Intercooperation.

The forum resulted in several impactful recommendations, three of which were particularly notable: the proposal to establish a Youth Ombudsperson to advocate for the rights of young people, the suggestion for internships at government agencies to enhance youth involvement in access to justice, and the creation of online legal aid clinics at universities to provide accessible legal support. UNDP published the recommendations of the participants. After the Youth Forum, UNDP, in collaboration with the UNDP Youth Advisory Group (YAG), provided training some young participants on how to effectively present their evidence-based policy recommendations at the National Rule of Law Forum. Youth later presented these recommendations at the 9th National Rule of Law Forum before Ministry of Justice and other national justice sector agencies, introducing fresh perspectives into the national policy dialogue.

This year, UNDP again expects to host a Youth Forum for youth in Tajikistan under the age of 30 years and will gather recommendations from the youth to share with stakeholders. In addition, UNDP plans to facilitate the participation of 15 selected young representatives in the 10th National Rule of Law Forum to present the recommendations developed during the Youth Forum. UNDP seeks to award one grant to a local CSO to organize the youth participants for the 2<sup>nd</sup> National Youth Forum, which will take place two weeks prior to the 10th National Rule of Law Forum, planned for October 31 to November 1, 2024. The selected CSO will be responsible for conducting one pre-forum preparatory workshop in Khatlon to educate youth representatives on topics related to SDG 16, rule of law and access to justice and guide youth on evidence-based policymaking processes. The CSO and UNDP will agree in advance on the specific topics for discussions at the event.

The 2<sup>nd</sup> National Youth Forum shall include a main session that provides basic information on evidence-based advocacy and at least three breakout sessions facilitated by law professors and rule of law and human rights experts. The CSO shall consult with UNDP for the setting of the agenda and obtain approval from UNDP for the final agenda. The CSO shall arrange all logistical arrangements relating to the participation of the youth for the forum, ensuring the full participation of youth in both pre-forum preparatory workshop and the 2<sup>nd</sup> National Youth Forum. This includes engagement of professors, recruitment of appropriate experts, selection of participants and managing transportation, accommodation, and meals, with a strong emphasis on the safety and inclusivity of all participants. Additionally, the CSO will collect recommendations from the participants during the 2<sup>nd</sup> National Youth Forum and prepare a comprehensive report. The CSO will collaborate with YAG to select the most relevant recommendations for presentation at the 10th National Rule of Law Forum and ensure participation of 15 youth participants in the Rule of Law Forum. The CSO will work with the YAG to prepare selected speakers from these 15 youth participants and provide them with further training on oral advocacy. Finally, the CSO will submit detailed final narrative and financial reports, including lessons learned and recommendations for further strengthening future National Youth Forums.

UNDP will arrange the venue for the National Youth Forum while the CSO grantee shall arrange the venue for the pre-forum preparatory workshop in Khatlon. For attending the National Rule of Law Forum, UNDP will arrange transportation and accommodation for the youth participants. UNDP will facilitate invitations to government officials, while the CSO will conduct all necessary outreach to universities.

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

**Eligibility:** A Civil Society Organization that is legally entitled to conduct the 2nd National Youth Forum in Dushanbe and one pre-forum preparatory workshop in Khatlon

### **Scope of Services:**

1. Organize a one-day pre-forum preparatory workshop in Khatlon for 25 young people, focusing on evidence-based policymaking in the context of youth engagement in implementing Sustainable Development Goal 16, with an emphasis on strengthening the rule of law and access to justice.
2. Organize and conduct the 2<sup>nd</sup> National Youth Forum for **150 participants** including the **25**

- youth** who participated in pre-forum preparatory workshop, **50 participants** who are enrolled as law students from law faculties of five universities indicated in Terms of Reference, **25 participants** should be representatives of central and regional youth organizations, **20 participants** shall be from the UNDP Young Advisory Group (YAG) and young female lawyers designated by UNDP and **20 participants** from Isfara, accompanied by **10 mentors**, designated by UNDP. This Forum shall take place by October 18, 2024.
3. Working with the UNDP YAG, compile and provide analysis of the recommendations received from participants the 2<sup>nd</sup> National Youth Forum in a publishable format.
  4. Support with oral advocacy skills training participants for presentation of selected recommendations at the 10<sup>th</sup> National Rule of Law Forum.
  5. Develop detailed final narrative and financial reports, including recommendations for further strengthening future National Youth Forums.

**Target areas to be covered:**

- A. Dushanbe
- B. RRS
- C. Khatlon
- D. Sughd
- E. GBAO

**Target Beneficiaries:**

1. Facilitate the participation of at least **150 youth**, with youth defined as between 18 to 30 years old, ensuring that at least 50% of these participants shall be women, at least 10% shall be people with disabilities. The CSO shall provide reasonable accommodations to ensure full participation of people with disabilities.
2. Ensure a diverse selection of participants from various towns and districts including Khatlon region, Sughd region, Dushanbe, RRS and GBAO and making sure to include ethnic minorities, non-Tajik and non-Russian speaking members.
3. Should there be more than 120 applicants, selection shall prefer participants who have not participated before in a national youth forum.
4. The CSO must ensure at least 2 youth representatives who reside in GBAO are able to participate in the pre-forum workshop in Khatlon.
5. **50 youth** from law faculties with at least 25 female law students and 25 male law students, and one professor invited from each law faculty to support the breakout sessions. The following law faculties shall be approached for this: Tajik National University, Russian Tajik Slavonic University, Tajik State University of Law, Business and Politics, Dangara State University, Bokhtar State University and Khorog State University.
6. **25 representatives** of youth organizations and/or initiative groups
7. **25 youth** who participated in pre-forum preparatory workshop from Khatlon and GBAO
8. **20 participants** shall be from the UNDP Young Advisory Group (YAG) and young female lawyers designated by UNDP.
9. **20 participants** accompanied by **10 mentors** shall be from Isfara designated by UNDP

**III. Description of services:**

The activities under the grant program are focused on conducting the 2nd National Youth Forum among youth to develop recommendations on SDG 16, rule of law and access to justice and providing presence of 15 young people (50% are women and 50% are men) at the 10<sup>th</sup> National Rule of Law Forum.

This includes the following actions:

1. Pre-forum preparatory workshop with 25 youth participants in Khatlon.
2. Conduct the 2nd National Youth Forum **by 18<sup>th</sup> of October**, ensuring the participation of 120 youth and arrange the agenda and the participation of experts and law professors. The participants shall include:
  - a. **25 participants** from Pre-forum preparatory workshop in Khatlon,

- b. **50 law students** from universities prescribed in the Terms of Reference,
  - c. **25 participants** from central and regional youth organizations and/or initiative groups
  - d. **20 participants** will be selected among the UNDP Young Advisory Group (YAG) and young female lawyers as designated by UNDP.
  - e. **20 participants** will be selected among youth of Isfara, who will be accompanied by **10 mentors** designated by UNDP.
3. Collect and analyze recommendations received from participants during the 2<sup>nd</sup> National Youth Forum and prepare a comprehensive report.
  4. Provide training on oral advocacy to selected youth to prepare them for presentations during the Annual Rule of Law Forum.
  5. Submit a detailed final narrative and financial reports **by 15<sup>th</sup> of November 2024**.

**It is assumed that the funds under this Terms of Reference will be provided to one registered organization depending on the proposed methodology and budget.** 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.

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

To achieve these objectives, UNDP will attract one national civil society organization. The CSO will be selected based on a competitive process conducted by UNDP.

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

1. A CSO legally registered in Tajikistan.
2. A physical office in Dushanbe.
3. Availability of financial/or audit reports for the years 2023-2022.
4. At least four (4) years of proven experience in empowering and representing the interests of youth. The organization must demonstrate a strong track record of working with youth. For the purposes of this criterion, 'youth' refers to individuals between the ages of 18 and 30.
  - a. This should be demonstrated through past projects, initiatives, or research activities.
  - b. Evidence of previous successes in enhancing capacity of youth and development of their knowledge and skills.

## 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 date	Planned Budget for the Activity (% of the grant to be disbursed)
<ol style="list-style-type: none"><li>1. Pre-forum preparatory workshop with 25 youth participants in Khatlon.</li><li>2. Conduct the 2nd National Youth Forum <b>by 18<sup>th</sup> of October</b>, ensuring the participation of 150 youth and arrange the agenda and the participation of experts and law professors.</li><li>3. Collect and analyze recommendations received from participants during the 2<sup>nd</sup> National Youth Forum and prepare a comprehensive report.</li><li>4. Provide training on oral advocacy to selected youth to prepare them for presentations during the Annual Rule of Law Forum.</li></ol>	10 September 2024	95%
<ol style="list-style-type: none"><li>1. Submit a detailed final narrative and financial reports <b>by 15<sup>th</sup> of November 2024.</b></li></ol>	25 November 2024	5%
<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:

- Narrative and financial reports must be submitted no later than **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 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 **September 10 – November 30, 2024**. The Grantee will ensure that all services are completed **by 15 of November 2024**.



## 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 number 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" style="width: 100%;"> <tr> <td style="text-align: center;"><u>Disbursement Date/Milestone</u></td> <td style="text-align: center;"><u>Amount</u></td> </tr> <tr> <td style="text-align: center;">[insert specific date/milestone]</td> <td style="text-align: center;">[specify amount]</td> </tr> </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.

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<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.