

## 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 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 **Supporting Public Administration Reform in Georgia (PAR) Project #00095872** 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.

### 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.

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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

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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.

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**ANNEX A**  
**Low Value Grant Proposal**

**TO BE PREPARED BY THE RECIPIENT INSTITUTION. THIS PROPOSAL WILL BE SUBMITTED TO THE STEERING COMMITTEE/PROJECT BOARD FOR APPROVAL**

Project Number: 00095872

Date: 27.05.2019

Project Title: **Supporting Public Administration Reform in Georgia (PAR)**

Name of the RECIPIENT INSTITUTION: **Institute for Development of Freedom of Information (IDFI)**

Total Amount of the Grant (in USD): 15,000

## **1. Background and Purpose of the Grant**

### **1.1/ Background**

According to the CSB 2018 annual report, the public institutions had 67% of male and 33% female employees on four ranks while there were 58% of females and 42% of males employed on the basis of administrative contract. It is noteworthy that according to the UN Women data, among the Asia and Pacific countries the largest gender gap in reading proficiency is in Georgia, where the gender parity index stands at 1.64 with more girls achieving the reading proficiency by the end of lower secondary school. Meanwhile, according to the same data, Georgia is on the 4th place with its gender wage gap (35.6 as of 2014) among selected 30 countries. Conducted researches (Sapari) also indicate that women's economic activity and their representation in the decision-making process do not go beyond middle level management and men are dominant at high-level positions. According to the GGI (UNFPA), Georgia's situation is unfavourable by political participation although almost no gap exists by educational attainment and health indicators.

### **1.2/ Purpose of the Grant**

The **primary objective of the research** will be to identify the key ways in which gender determines differences in career paths and the extent to which these differences are perceived as detrimental to the individual civil servants and the civil service as a whole.

The secondary objectives of the research project will be as follows:

- To study the satisfaction level of male and female employees towards the career system in civil service
- To identify possible challenges and differences for male and female employees in development of their career paths
- To measure the perception of the effect of these differences to the individual civil servants and the civil service
- To provide recommendations for the improvement of the civil service career system

The research project will contribute to a better understanding of the differences in career paths for female and male civil servants and will provide the recommendations on how to remove these differences.

## **2. PROPOSED ACTIVITIES AND WORK PLAN**

Key questions of the research will be as follows:

1. What is the journey of managerial level male and female civil servant from the beginning of the career and/or entering civil service to recent position?
2. What are the perceptions of male and female civil servants on the necessity and benefits of the career development in civil service?
3. What are the needs, challenges, and assumptions, positive and negative factors of/for male and female civil servants at each stage of career development?
4. What are the perceptions of male and female civil servants on the effectiveness of the career development in civil service?

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## WORK PLAN

Activity	July last two weeks	August	September	October	November	December	Responsible Party	Budget USD
Develop final methodology document and survey instruments							IDFI, Team Leader	8,800
Develop interview questionnaires							IDFI, Team Leader	
Send out requests for data collection							IDFI, Team Leader	
Recruit respondents for interviews							IDFI, Team Leader	
Conduct interviews with civil servants							IDFI, Team Leader	
Conduct on-line survey							IDFI, Team Leader	
Analyse data and interview results							IDFI, Team Leader	
Develop a focus group guides based on the analysis							IDFI, Team Leader	
Recruit focus group participants							IDFI, Team Leader	
Conduct focus group meetings of civil servants							IDFI, Team Leader	
Conduct a focus group discussions							IDFI, Team Leader	
Identify and collect information on best personal stories							IDFI, Team Leader	
Draft the research report							IDFI, Team Leader	6,200
Editing and translation							IDFI, Team Leader	
Prepare and publish visualisation on the research findings							IDFI, Team Leader	

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**5. GRANT BUDGET OF RECIPIENT INSTITUTION (USD)  
PERIOD COVERING FROM 16 July 2019 to 30 December 2019**

Description	Unit	No. of units	Unit Price (USD)	Total (USD)	1st Tranche	2nd Tranche
<b>Program Cost</b>						
1.1/ Lead researcher	person	1	4,000	4,000	1,500	2,500
1.2/ Support researcher	month	4	650	2,600	1,300	1,300
1.3/ Project Manager	month	4	950	3,800	1,900	1,900
<b>Program Cost subtotal</b>				<b>10,400</b>	<b>4,700</b>	<b>5,700</b>
<b>Administrative Cost</b>						
2.1 / Fees for requesting information (post expenses and fees considered for requesting information)	lump sum	1	200	200	200	
2.2/ Editing (Georgian/English)	publication	1	1,150	1,150	1,150	
2.3/ Translation	page	50	15	750	750	
<b>Administrative Cost subtotal</b>				<b>2,100</b>	<b>2,100</b>	
<b>Other Cost</b>						
3.1/ PR services	publication	1	1,000	1,000	500	500
3.2/ Designing	publication	1	500	500	500	
3.3/ visualizations	publication	2	100	200	200	
3.4/ Printing	page	2000	0.40	800	800	
<b>Other Cost subtotal</b>				<b>2,500</b>	<b>2,000</b>	<b>500</b>
<b>TOTAL FOR PROJECT IMPLEMENTATION EXPENSES</b>				<b>15,000</b>	<b>8,800</b>	<b>6,200</b>
<b>GRAND TOTAL</b>				<b>15,000</b>		

General Category of Expenditures	Estimated Total UNDP Cost (USD)
Program Costs	10,400
Administrative Costs	2,100
Other cost	2,500
<b>Total</b>	<b>15,000</b>

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**ANNEX C  
PROJECT DOCUMENT**

UNITED NATIONS DEVELOPMENT PROGRAMME

PROJECT DOCUMENT  
UNDP GEORGIA

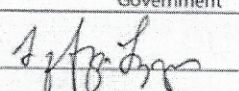
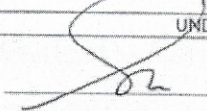


**Project Title:** Supporting Public Administration Reform in Georgia through the Governance Reform Fund  
**Project/Output Number:** 00089758/00095872  
**Implementing Partner:** Administration of Government of Georgia (AoG)  
**Start Date:** 26-Jul-2016    **End Date:** 31-Dec-2020    **PAC Meeting date:** 22-Sept-2016

Brief Description
<p>The goal of this project is to enhance the capability of the Government of Georgia to implement its national development agenda through a more effective, professionally trained, unified and independent public administration that delivers public services with greater accountability and responsiveness to citizens' needs.</p> <p>The proposed project builds on successes of past and ongoing GRF initiatives by significantly expanding the scope of support to the national Public Administration Reform Strategy through a set of targeted interventions. The complementarity and coherence of activities and approaches within this project and other ongoing GRF initiatives will be maximized at both the strategic and implementation levels through a joint GRF Project Board and Project Coordination Unit.</p> <p>The goal of the project will be achieved through the following outputs:</p> <p><b>Output 1 Policy development and cooperation:</b> AoG senior staff ready to effectively manage (plan and implement) Public Administration Reform as a holistic change management process</p> <p><b>Output 2 Civil service and Human Resource Management:</b> Professional civil service trained, and can protect itself against malpractice and arbitrary decisions</p> <p><b>Output 3 Service delivery:</b> Quality services delivered, based on innovative, consistent and replicable methodology, as well as analysis of usage data patterns and consumer feedback</p>

<p><b>Contributing Outcome:</b>  <b>UNPSD Outcome 1:</b> By 2020, expectations of citizens of Georgia for voice, rule of law, public sector reforms, and accountability are met by stronger systems of democratic governance at all levels.  <b>CPD Outcome 2:</b> Citizens' expectations for voice, development, the rule of law and accountability are met by stronger systems of democratic governance.                      Indicative Output(s):  <b>CPD Output 1.1.</b> By 2020, Government has stronger capacities to formulate, implement and monitor policies in a participatory, citizen-centred and evidence-based manner for improved service delivery, with equal access for all</p>	<b>Total resources required:</b>	<b>5,921,052.63 USD</b>
	<b>Total resources allocated:</b>	
	DFID	<b>5,921,052.63 USD</b> Equiv. GBP 4,500,000 per UN XRATE for Aug-2016=0.76 GBP
	In-Kind:	-
	<b>Unfunded:</b>	0 USD

Agreed by:

Government	UNDP
 _____ Maya Tskitshvili Head of the Administration of Government of Georgia	 _____ Niels Scott Resident Representative
Date:	Date: