
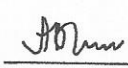


Low Value Grant Agreement

| 1. Country: Georgia | | | | | | | |
|--|--|-----------------|--------|-------------------------------|-------------|--|-----------|
| 2. Recipient Institution: Institute for Development of Freedom of Information (IDFI); address: 20, T. Shevchenko Street, 0108 | | | | | | | |
| 3. Project Number and Title: 00121579 / Supporting Public Administration Reform in Georgia – Phase 2 (PAR-2) | | | | | | | |
| 4. Implementation Period: From 1 September 2021 to 31 January 2022 | | | | | | | |
| 5. Budget: USD 17,420.00 (seventeen thousand four hundred twenty United States Dollars) to be paid in GEL per official UN exchange rate at the date of transfer (https://treasury.un.org/operationalrates/OperationalRates.php) | | | | | | | |
| 6. Schedule of Disbursement of Funds to Recipient Institution: | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">INSTALMENT/DATE</th> <th style="width: 50%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>I Instalment - Upon Signature</td> <td style="text-align: center;">USD 15, 678</td> </tr> <tr> <td>II Instalment – After submission and clearance of the final narrative and financial report</td> <td style="text-align: center;">USD 1,742</td> </tr> </tbody> </table> | | INSTALMENT/DATE | AMOUNT | I Instalment - Upon Signature | USD 15, 678 | II Instalment – After submission and clearance of the final narrative and financial report | USD 1,742 |
| INSTALMENT/DATE | AMOUNT | | | | | | |
| I Instalment - Upon Signature | USD 15, 678 | | | | | | |
| II Instalment – After submission and clearance of the final narrative and financial report | USD 1,742 | | | | | | |
| 7. Information for Recipient Institution Bank Account into Which Funds Will Be Disbursed: Account Name: Institute for Development of Freedom of Information (IDFI) Account Title: Current Account Account Number: GE19BG0000000138095003 Bank Name: JSC BANK OF GEORGIA Bank Address: 29A, GAGARINI STREET., 0160 Tbilisi Georgia Bank SWIFT Code: BAGAGE22 | | | | | | | |
| 8. Notices to Recipient Institution: Name: Giorgi Kldiashvili Executive Director, IDFI Address: 20 Shevchenko Str., 2 nd floor 0102, Tbilisi, Georgia Tel: +995 599 77 01 00 Email: info@idfi.ge | 9. Notices to UNDP: Name: Anna Chernyshova UNDP Resident Representative, a.i. Address: 9 Eristavi str. 0179, Tbilisi, Georgia Tel: +995 32 225 11 26 Email: anna.chernyshova@undp.org | | | | | | |
| 10. Signed for Institute for Development of Freedom of Information by its Authorized Representative | | | | | | | |
| Date: <u>23/08/2021</u> | Signature:  | | | | | | |
| Name: Giorgi Kldiashvili | Title: Executive Director, Institute for Development of Freedom of Information | | | | | | |
| 11. Signed for the United Nations Development Program by its Authorized Representative | | | | | | | |
| Date: <u>23/08/2021</u> | Signature:  | | | | | | |
| Name: Anna Chernyshova | Title: UNDP Resident Representative, a.i. | | | | | | |



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 provides support services to the Administration of the Government of Georgia, 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 00121579 “Supporting Public Administration Reform in Georgia – Phase 2” (PAR) 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.

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 30 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.

ANNEX A
Low Value Grant Proposal

Project Number: 00121579

Date: 23/08/2021

Project Title: Supporting Public Administration Reform in Georgia – Phase 2 (PAR-2)

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

Total Amount of the Grant (in USD): 17,420.00

Study on Integrity in Civil Service – Georgia’s Challenges and the Best Practice

1. PURPOSE OF THE GRANT

The primary goal of the grant is to support the Government of Georgia in building a culture of integrity and accountability in the civil service of Georgia in line with the new Law on Civil Service and related by-laws. The objective is to analyze the existing state of play regarding the implementation of integrity-related procedures and suggest specific measures in response to identified gaps. The objective will be achieved through the “Study on Integrity in Civil Service – Georgia’s Challenges and the Best Practice”.

The proposed study has the following objectives:

- ✓ to identify **key gaps and shortcomings** in the civil service integrity-related **legislation**;
- ✓ to **identify key challenges in the implementation** of civil service integrity-related norms and procedures, including protection of whistleblowers;
- ✓ to **analyze relevant standards and recommendations** from the Organization on Economic Cooperation and Development Anti-Corruption Network (OECD-ACN) and Council of Europe Groups of State against Corruption (GRECO);
- ✓ to **identify knowledge and perception** of civil servants towards integrity and corruption;
- ✓ to **develop recommendations** based on the above-mentioned analysis;
- ✓ to **cooperate** with the Administration of the Government and the Civil Service Bureau as well as the ministries to better adapt to the national context the findings and recommendations of the study.

Over the years, IDFI has established itself as a leading Georgian civil society organization focusing on a broad range of issues related to good governance. Among other areas of expertise, IDFI is a central civil society organization (CSO) working on integrity and anticorruption directions both at the central and local levels. IDFI is one of the key national CSOs that participates in local coordination, monitoring of the implementation of integrity and anticorruption policies as well as is actively involved in international reporting on the mentioned issues. Due to its experience and expertise, IDFI is in a unique position to assist motivated public institutions in improving integrity and accountability instruments. For example, with the support of the USAID Good Governance Initiative (GGI), IDFI has assisted five municipalities – City Halls of Akhaltsikhe, Kutaisi, Lagodekhi,

Senaki, Telavi and Zugdidi municipalities - in developing their first Transparency and Integrity Strategies and Action Plans and is now working with four more municipalities with the same purpose. IDFI is carrying out the “EU Initiative on Supporting PAR in Georgia”, which includes monitoring the reform implementation, awareness-raising and civil society involvement in close cooperation with the Administration of the Government of Georgia and other relevant agencies.

The study builds on the notion that strong ethics and integrity are key instruments to drive out corruption and government malpractice. These values produce the conditions for increased public trust, better decision-making and more effective public service delivery. In the absence of strong integrity standards, corruption and malpractice thrive and undermine the foundations of a peaceful, prosperous and just society.

Issues related to integrity and ethics in the civil service of Georgia are regulated by the Law on Conflicts of Interest and Corruption in Civil Service, the Law on the Civil Service (general principles) and the Government Decree on Approving the Rules of Ethics for Civil Servants. The Civil Service Bureau has further developed practical handbooks for better understanding the rules provided by the statutory documents. However, public institutions in Georgia are not required to have their own integrity policies, codes of ethics and practical guidance instruments. Only a few public agencies have developed their codes of ethics and practical handbooks. Consequently, most public agencies have neither internal policy documents on integrity nor their own codes of ethics and guidelines or internal advisory mechanisms on ethics issues and regular mandatory training. The government decree that applies to the entire civil service cannot be sufficient to ensure that all public institutions are provided by specific norms related to their own mandate and cannot ensure effective implementation of integrity principles in all agencies. As a result, this may result in the misuse of administrative resources, a lack of action against conflicts of interest, etc.

Whistleblower institution is a well-known effective mechanism for the protection of integrity standards in civil service. Whistleblower’s mechanism was reformed in 2015, and an electronic [platform](#) was created; however, its effectiveness has been limited. IDFI carried out the [study](#) on whistleblowing mechanisms in Georgia in 2020, where legislation, practice and opinions of civil servants were analyzed. According to the study, the lack of success of the mechanism is caused by inadequate legislation as well as the lack of good practice. All relevant international legal acts recognize the importance of the whistleblowing institution, and Georgia is a party to several of them (UN Convention against Corruption, Council of Europe Civil and Criminal Law Conventions on Corruption). Creating comprehensive and effective mechanisms to protect those who disseminate information in the public interest is a recommendation of international organizations such as the United Nations, the Council of Europe and the OECD.

Accordingly, it is necessary to ensure that all public institutions develop their own integrity policies, their own specific codes of ethics and practical explanatory guidelines and effective internal enforcement mechanisms in accordance with the standards set by the OECD-ACN and GRECO. The whistleblowing mechanism can be further strengthened by improving policy and practice, establishing internal policies and regulations in the institutions. It is also important to note that there are no rules of ethics for political officials in Georgia – e.g. the current legislation does not

apply to ministers. Therefore, it is important to revise the existing legal framework to ensure that all political officials also follow the principles of integrity and accountability.

2. PROPOSED ACTIVITIES AND WORK PLAN

To achieve the research objectives, the study will employ a mixed-method research design, integrating quantitative and qualitative methods. Desk research will include an analysis of the practical implementation of integrity-related norms, an in-depth overview of a legislative framework and relevant OECD-ACN and GRECO recommendations. To further enrich some insights from the desk analysis, in-depth interviews/focus groups with key stakeholders (e.g. representatives from HR Units, CSB, Audit Units, civil servants, etc.) will be organized. Besides, the quantitative research method will allow getting first-hand information on the perceptions and knowledge on integrity rules and related notions from relevant civil servants in a more structured way. The quantitative survey will cover both ministries and selected including those where ethnic minorities are employed. Based on the analysis and survey results, IDFI will draft a report and elaborate practical recommendations to be afterwards presented to the Government of Georgia representatives. The following steps are envisaged for the study:

1. Desk review – At the initial stage, the research team **will analyze the existing situation** on integrity and whistleblowing issues by requesting relevant information and data from the public agencies, **critically review the national legislation and relevant OECD-ACN and CoE-GRECO recommendations** on the issue. Statistical data requests from the agencies will also focus on gender and socially disadvantaged groups. At this stage, the finalized detailed methodology developed in cooperation with the of the sociologist shall be presented. Besides, the sociologist will lead the development of research instruments (quantitative survey questionnaire; focus groups discussion instruments).
2. The outline of the Study - based on the final methodology and following desk research stage, the outline of the study shall be produced and submitted for approval.
3. Online survey among civil servants – based on the questionnaire prepared according to the final methodology with the involvement of the sociologist, the team will **study the awareness and attitudes of civil servants on integrity and whistleblowing issues**. The survey will be sent to the central agencies and municipalities (where ethnic minorities are employed). The survey will be conducted using an e-mail database of HR units of the central agencies and municipality focal points, and within 90% of the reliability and error, a questionnaire completed by around 5% of the total amount of civil servants will suffice.
4. Focus Group Discussions with stakeholders – in addition to the survey, the project team will conduct at least **three (online) focus groups** to obtain more information on the issues identified by the online survey. Participants for FGD discussions will be selected to ensure heterogeneity by rank, gender, age, place of work and regions of Georgia.
5. First Draft of the study – the first draft of the study shall follow the structure/outline of the study approved on the first stage

6. Feedback and discussions with stakeholders - the first draft of the document will be shared with the Civil Service Bureau, the Administration of the Government and other interested central agencies and municipalities to receive their opinions and to better adapt the document findings and proposed recommendations to the local needs and characteristics. The inputs received from the stakeholders will serve as a validation mechanism for both the data collection and preliminary recommendations developed. While the recommendations will be directed to the Administration of the Government, the Civil Service Bureau, ministries and municipalities, the final beneficiaries of the study are civil servants across the county, and wider public as the research project aims to contribute to strengthening the integrity of the civil service.
7. Presentation of the study – the final study findings and proposed recommendations will be presented to the broader group of stakeholders.

3. Proposed Team Composition and Functions for Each Position

Project Manager (Giorgi Kldiashvili) - will be responsible for the overall implementation of the project. The project manager will oversee the implementation of the project, guide the preparation of the project deliverables.

Project Officer (Mariam Maisuradze) - will be responsible for the planning and implementation of project activities. She will lead the preparation of the methodology and relevant tools, situation analysis, and research process generally as well as awareness raising activities.

Project Analyst (Goga Tushurashvili) - will assist the project officer in the implementation of project activities, will administer the survey process, collect and analyze relevant data for the research and draft a relevant part of the document.

Project Researcher (Tamar Chkhitunidze) - will assist the project officer in planning and implementation of project activities, will draft the relevant parts of the project documents under the supervision of the project officer and work with the PR manager to carry out meetings and presentations.

Consultant /Sociologist–will be consulted for the design of the research instruments to ensure quality data collection and provide assistance at the analysis stage.

Financial Manager – will be responsible for daily financial operations, reporting and accounting related to the project.

PR Manager – will be responsible for communicating project activities and materials to the public using IDFI's official webpage and social networks.

WORK PLAN

| PLANNED ACTIVITIES ¹ | Timeline | | | | | Planned Budget for the Activity |
|--|----------------|--------------|---------------|---------------|--------------|---------------------------------|
| | September 2021 | October 2021 | November 2021 | December 2021 | January 2022 | |
| 1.1 Finalized detailed Methodology | | | | | | \$1,440 |
| 1.2. Finalized research instruments | | | | | | |
| 1.3 Public data collection and desk research | | | | | | \$8,500 |
| 1.4 Focus groups/interviews | | | | | | |
| 1.5 Stakeholders' input | | | | | | |
| 1.6 Quantitative survey and data analysis | | | | | | \$2,400 |
| 1.7 Translation, editing, design and printing of the report | | | | | | \$ 1,780 |
| 1.8 Accounting, communication, project management and bank fee | | | | | | \$3,300 |
| | | | | | Total | \$17,420 |

4. GENDER AND INCLUSION

The research project aims to elaborate methodology which ensures representation of women, ethnic minorities and rural population among the respondents. Public information requests will be designed in a way to collect information segregated by gender and ethnicity and the research questionnaire will incorporate questions relevant to the specific experiences of female and male individuals as well as regional, ethnic minority populations.

5. PERFORMANCE TARGETS

| RESULT(S) | INDICATOR(S) | DATA SOURCE | BASELINE | MILESTONES | | | | | FINAL TARGET |
|--|---|--|----------|--|--|---------------------------|---|---|--|
| | | | | Sep 2021 | Oct 2021 | Nov 2021 | Dec 2021 | Jan 2022 | |
| 1/ Recommendations for increasing the civil service integrity and improving whistleblower protection mechanism | 1.1 Desk Review | Georgian legislation, information received from the agencies, OECD-ACN and GRECO recommendations | N/A | Drafting | Drafting into the report | Integrate into the report | | | 1.1 Desk review finalized and integrated in the final study (Y/N) |
| | 1.2 Finalized methodology and an outline of the study | Desk review | N/A | Finalized Methodology and Outline of the study | | | | | 1.2 Methodology is finalized in cooperation with the sociologist and report follows the outline approved (Y/N) |
| | 1.2 Focus groups discussions/survey instruments | Research Instruments | N/A | Drafting instruments | | | | | 1.2 Focus groups discussions/survey instrument developed (Y/N) |
| | 1.3 Administered fieldworks | Technical Report | N/A | In-depth interviews conducted; | Survey conducted; Analyzing survey results | Analyzing survey results | Technical report prepared and annexed to the final report | | 1.3 Fieldworks carried out and technical report prepared (Y/N) |
| | 1.4 Final study document | Final document in Georgian; Summary in English (appr. 25 p.) | N/A | | | | Draft report elaborated and shared for review | Final report prepared incorporating UNDP/CSB comments; final report translated and edited | Final report available in Georgian and the summary (25 p.) - in English (Y/N) |

6. RISK ANALYSIS

| Risk | Risk rating* (High/Medium/ Low) | Mitigation measures |
|---|------------------------------------|--|
| 1/ Covid 19 restrictions could impede face-to-face meetings and the final event | High | Meetings and the final event will be held online |
| 2/ Low level of participation from civil servants | Average | Active communication with the CSB and relevant focal points, sending reminders |

*The risk rating is based on a reflection of the likelihood of the risk materializing and the consequence it will have if it does occur.

7. GRANT BUDGET OF RECIPIENT INSTITUTION (USD)

PERIOD COVERING from September 2021 to January 2022

| General Category of Expenditures | Unit | No of Units | Unit | Total | September | October | November | December | January |
|--------------------------------------|--------|-------------|------|---------------|--------------------------------|-------------|-------------|-------------|-------------------------------|
| Program Cost | | | | | | | | | |
| Project officer | months | 5 | 980 | 4,900 | 980 | 980 | 980 | 980 | 980 |
| Project researcher | months | 5 | 700 | 3,500 | 700 | 700 | 700 | 700 | 700 |
| Communication manager | Days | 10 | 75 | 750 | | | | 750 | |
| Sociologist (expert fee) | Days | 12 | 120 | 1,440 | 1,400 | | | | |
| Data and survey analyst (expert fee) | Days | 20 | 120 | 2400 | 2,000 | 400 | | | |
| Public information collection | Days | 5 | 20 | 100 | 100 | | | | |
| Program Cost subtotal | | | | 13,090 | | | | | |
| Administrative Cost | | | | | | | | | |
| Translation | Pages | 24 | 15 | 360 | | | | 360 | |
| Editing | Pages | 60 | 12 | 720 | | | | 720 | |
| Designing | Report | 1 | 700 | 700 | | | | 700 | |
| Project manager | months | 5 | 350 | 1750 | 350 | 350 | 350 | 700 | |
| Accountant | Days | 5 | 150 | 750 | 150 | 150 | 150 | 238 | 62 |
| Cost subtotal | | | | 4,280.00 | | | | | |
| Other Cost | | | | | | | | | |
| Bank costs | | 1 | 50 | 50 | 50 | | | | |
| Cost subtotal | | | | 50 | 50 | | | | |
| Total by months | | | | 17,420 | 5730 | 2620 | 2180 | 5148 | 1742 |
| | | | | | 1st installment: 15,678 | | | | 2nd installment: 1,742 |

**Annex B
REPORTING FORMAT**

THE NARRATIVE AND THE FINANCIAL REPORT TO BE PREPARED BY THE RECIPIENT INSTITUTION.

Recipient Institution: _____

Year _____

Period covering this report:

- This report must be completed by the Recipient Institution and accepted by UNDP
- The Recipient Institution must attach any relevant evidence to support the activities reported
- The information provided below must correspond to the information that appears in the financial report
- Attach the accepted grant proposal to this report

Performance:

1- Workplan Performance (cumulative, including the current period)

| COMPLETED ACTIVITIES | Timeline ² | | | | Planned Budget for the Activity (in grant currency) ³ | Funds Delivered for the Activity (in grant currency) |
|----------------------|-----------------------|----|----|----|--|--|
| | T1 | T2 | T3 | T4 | | |
| 1.1 Activity | | | | | \$ | |
| 1.2 Activity | | | | | \$ | |
| 1.3 Activity | | | | | \$ | |
| Total | | | | | \$ | |

2- Performance Targets

| INDICATOR(S) | Data Source | Baseline | Reporting Period Milestone/Target | Reporting Period Actual Performance Against the Target |
|--------------|-------------|----------|-----------------------------------|--|
| 1.1 | | | | |
| 1.2 | | | | |

3- Challenges and Lessons Learned:

Financial Reporting: *Note: Financial reporting can be in local currency but cannot exceed the grant value in USD.

| General Category of Expenditures | Budgeted Amount | Actual Expense |
|----------------------------------|-----------------|----------------|
| Personnel | | |
| Transportation | | |
| Premises | | |
| Training, Workshops, etc. | | |
| Contracts (e.g., Audit) | | |
| Equipment/Furniture (Specify) | | |
| Other [Specify] | | |
| Miscellaneous | | |
| TOTAL | | |

ANNEX C
PROJECT DOCUMENT

DocuSign Envelope ID: 90ABE208-2A5B-429E-A291-072047872200

UNITED NATIONS DEVELOPMENT PROGRAMME



PROJECT DOCUMENT
UNDP GEORGIA

Project Title: Supporting Public Administration Reform in Georgia - Phase 2

Project Number: 00127668/output 00121579

Implementing Partner: Administration of Government of Georgia (AoG)

Start Date: 20 May 2021 **End Date:** 31 March 2025 **PAC Meeting date:** 16-Jul-2021

Brief Description

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. The project objectives are designed to support the Government of Georgia's efforts under three pillars of the Public Administration Reform (PAR): Policy Planning and Coordination, Civil Service Reform and Service Delivery, while ensuring proper contribution from civil society into the PAR process.

The proposed project represents second phase and builds on successes and lessons learned during the first phase of the UNDP's 'Supporting to Public Administration Reform (PAR) in Georgia' project. In this phase the project will transform its focus to supporting already achieved institutional changes, prioritizing the effective, transparent and participatory operation of the policy cycle through a set of targeted interventions and reinforcing Gender and Social Inclusion perspectives in the planned activities.

The project will strive to achieve three outcomes corresponding to each targeted pillar of PAR: Outcome 1: AoG plans and, together with line ministries, routinely implements evidence-based policy cycle, ensuring effective communication and inclusive public participation; Outcome 2: Citizens benefit from professional, inclusive and politically independent civil service and Outcome 3: Citizens benefit from innovative, human-centred and secure public services, delivered based on uniform standards, that ensure transparency, accessibility and inclusion.

| | | |
|---|-----------------------------------|---|
| <p>The project contributes to: UNSOCP 2021-2025 Outcome 1/CPD 2021-2025 Outcome 1: By 2025, all people in Georgia enjoy improved good governance, more open, resilient and accountable institutions, rule of law, equal access to justice, human rights, and increased representation and participation of women in decision making CPD 2021-2025 Output 1.1: Inclusive national and local governance systems have greater resilience and capacities to mainstream gender, ensure evidence-based and participatory policymaking, map and address inequalities and deliver quality services to all. UNDP Strategic Plan 2018-2021: Outcome 1 Eradicate poverty in all its forms and dimensions/1.1 Capacities developed across the whole of government to integrate the 2030 Agenda, the Paris Agreement and other international agreements in development plans and budgets; and to analyse progress towards the SDGs, using innovative and data-driven solutions. Output 00121579: GEN2</p> | Total resources required: | 4,381,121 USD |
| | Total resources allocated: | 28,460 USD |
| | Donor: | 4,352,661 USD (equivalent of 3,190,500 GBP per UNXRATE for Jan 2021: 0.733) |
| | Unfunded: | 0 USD |

Agreed by:

| UNDP | Implementing Partner |
|--|--|
| Anna Chernyshova, Resident Representative a.i. Date: 28-Jul-2021 | Name: Ilia Darchiashvili Head of Administration of the Government of Georgia Date: |

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Full project document at UNDP Georgia site