

## **PARTNER AGREEMENT**

This Partner Agreement (the "Agreement") is between the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations, with Headquarters at 220 East 42nd Street New York, NY 10017 ("UN Women") and (R) SEED FORUM MOLDOVA IP, 31 August 1989 str. 78, Chisinau, MDA, MD2012, 1016620001328, (the "Partner").

UN Women and the Partner hereinafter collectively referred to as the Parties and individually also as a Party.

UN Women has been entrusted by its donors with certain resources that can be allocated for the implementation of its programmes and UN Women is accountable to its donors and its Executive Board for the proper management of these resources.

UN Women is willing to make resources available to engage the Partner to contribute to the implementation of UN Women's programmes by performing the Work and achieving the Results.

The Parties therefore agree as follows:

# ARTICLE I DEFINITIONS

In this Agreement:

**"Direct Costs"** mean costs that can easily be connected and traced to the implementation of the Work. For example, if an employee or consultant is hired to work on the implementation of the Work, either exclusively or for an assigned number of hours, their labor on the implementation of the Work is a direct cost.

**"Donor Specific Conditions"** mean the conditions requested by a donor when making a contribution for the Work to UN Women, which are required to be imposed on the Partner, and accepted by UN Women.

**"FACE Form"** means the Funding Authorization and Certificate of Expenditure Form attached to this Agreement. The FACE Form is used for (i) requests for cash advances, direct payments or reimbursements and (ii) financial reporting by the Partner.

**"Fraud"** is any act or omission whereby an individual or entity knowingly misrepresents or conceals a material fact (i) in order to obtain an undue benefit or advantage for himself, herself, itself, or a third party, and/or (ii) in such a way as to cause an individual or entity to act, or fail to act, to his, her or its detriment.

**"Progress Report Form"** means UN Women's standard form for progress reports attached to this Agreement.

"Partner Authorized Official" means the person or persons appointed by the Partner to be its focal point for this Agreement with the authority to and ability to respond to all questions from UN Women and authorized to sign the FACE Forms and Progress Report Forms and other funding authorization forms. In addition, the Partner Authorized Official is authorized to sign the written statement set forth in Article V, section 5 (c).

"Partner Project Document" means the document describing in detail the Work, the Parties' responsibilities, the expected Results including the work plan, the budget and the



installment schedule. The Partner Project Document is the basis for requesting, committing and disbursing funds to carry out the Work and for monitoring and reporting.

**"Property"** means equipment, supplies, non-expendable materials and other property either provided by UN Women to the Partner for the purposes of this Agreement or purchased by the Partner with the funding provided by UN Women under this Agreement.

"Results" mean the outcomes and outputs described in the Partner Project Document.

**"Sexual Exploitation"** has the same meaning as set forth in the "Special measures for protection from sexual exploitation and sexual abuse" ("ST/SGB/2003/13"), in which it is defined as follows: "any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from sexual exploitation of another."

**"Sexual Abuse"** has the same meaning as set forth in ST/SGB/2003/13, in which it is defined as follows: "the actual or threatened physical intrusion of a sexual nature, whether by force or unequal or coercive condition."

**"Support Costs"** mean those indirect costs that are incurred to operate the Partner as a whole or a segment thereof and that cannot be easily connected or traced to implementation of the Work, i.e., operating expenses, overhead costs and general costs connected to the normal functioning of an organization/business, such as cost for support staff, office space and equipment that are not Direct Costs.

**"Support Cost Rate"** means the flat rate at which the Partner will be reimbursed by UN Women for its Support Costs, as set forth in the Partner Project Document and not exceeding a rate of 8% or the rate set forth in the Donor Specific Conditions, if that is lower. The flat rate is calculated on the eligible Direct Costs.

**"Work"** means the activities, work and services to be performed by the Partner as set forth in this Agreement.

# ARTICLE II AGREEMENT DOCUMENTS

- 1. This Agreement consists of the following documents:
  - (a) This agreement document;
  - (b) ST/SGB/2003/13 "Special Measures for Protection from Sexual Exploitation and Sexual Abuse" (Annex 1);
  - (c) The General Terms and Conditions for Partner Agreements (Annex 2);
  - (d) Donor Specific Conditions, as applicable (Annex 3);
  - (e) The Partner Project Document (Annex 4);
  - (f) The FACE Form (Annex 5); and,
  - (g) The Progress Report Form (Annex 6).



- 2. The documents listed under section 1 above, form an integral part of this Agreement. All parts of the Agreement are intended to be complementary and what is set forth in any one document is as binding as if set forth in each document. In the event of any conflict, discrepancy, error or omission among any parts of the Agreement, either Party shall immediately notify the other Party. The Parties shall in good faith consult and decide how to remedy such conflict, discrepancy, error or omission including if necessary, making the required amendment to this Agreement.
- 3. If the Partner is a government entity, this Agreement supplements the relevant provisions of any host country agreement entered into between the Government and UN Women. If there is no such agreement then the Standard Basic Assistance Agreement entered into between the Government and the United Nations Development Programme (UNDP), or any other applicable host country agreement between the Government and UNDP, shall apply *mutatis mutandis* between UN Women and the Partner for the purposes of this Agreement.

# ARTICLE III GENERAL RESPONSIBILITIES OF THE PARTNER

- 1. The Partner shall perform the Work and achieve the Results.
- 2. The Partner shall use the funds and the Property provided by UN Women under this Agreement exclusively for performing the Work as set forth in this Agreement.
- 3. The Partner shall not accept funding from any other source than UN Women for performing the Work without UN Women's prior written approval.
  - The Partner shall inform UN Women in writing of the name of the source and the details of such funding.
- 4. The Partner shall not use the funds provided under this Agreement to award grants.
- 5. The Partner's responsibilities include:
  - (a) Commencing the Work in accordance with the timeline but not before both Parties have signed the Agreement;
  - (b) Making its designated contributions of technical assistance, services, equipment, nonexpendable materials and other property towards the Work;
  - (c) Completing its responsibilities with diligence and efficiency, and in conformity with the requirements set out in the Partner Project Document (including in connection with the workplan and budget);
  - (d) Providing the reports required under this Agreement in a timely manner and satisfactory to UN Women, and furnishing any other information relating to the Work and the use of any funds and Property that UN Women may reasonably ask for;
  - (e) Exercising a high standard of care when handling and administering the funds and Property provided to it by UN Women;



(f) Appointing a Partner Authorized Official to act as the focal point for the Partner with the authority to and ability to respond to all questions from UN Women and sign the FACE Forms, Progress Report Forms and other funding authorization forms or requests required by UN Women on behalf of the Partner. In addition, the Partner Authorized Official/s is authorized to sign the written statement set forth in Article V, section 5 (c).

Full name of Partner Authorized Official:

Name: Ana Chirita

Title: Executive Director Docusigned by

Sample Signature: 5C1DA4937B7E432...

Name: Irina Grisca

Title: General Manager \_\_\_\_Docusigned by

Sample Signature: Irina Grisca

It is understood, for the avoidance of doubt, that any removals from or amendments to the (list of) Partner Authorized Official/s identified above shall require a written amendment to this Agreement in accordance with Article 19.0 of the General Terms and Conditions for Partner Agreements.

- (g) In relation to Sexual Exploitation and Sexual Abuse:
  - i. Undertaking that the Partner accepts the standards of conduct set out in section 3 of ST/SGB/2003/13 including, *inter alia*:
    - Acknowledging that Sexual Exploitation and Sexual Abuse are strictly prohibited. The Partner, any of its employees, personnel, sub-contractors and others engaged to perform the Work shall not engage in Sexual Exploitation or Sexual Abuse.
    - 2. Acknowledging the following specific standards:
      - a. Sexual activity with any person less than eighteen years of age ("child"), regardless of any laws relating to the age of majority or to consent, shall constitute the Sexual Exploitation and Sexual Abuse of such person. Mistaken belief in the age of a child shall not constitute a defense under this Agreement.
      - b. The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute Sexual Exploitation and Sexual Abuse.
      - c. Sexual relationships between Partner's employees, personnel, subcontractors and others engaged to perform the Work and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UN Women and are strongly discouraged.
      - d. The Partner must take all appropriate measures to prevent Sexual Exploitation and Sexual Abuse of anyone by it or any of its employees, personnel, sub-contractors and others engaged to perform the Work.



- ii. Acknowledging that UN Women will apply a policy of "zero tolerance" with regard to Sexual Exploitation and Sexual Abuse of anyone by the Partner, its employees, agents or any other persons engaged by Partner to perform any services under this Agreement.
- iii. Reporting to UN Women and investigating any allegation of Sexual Exploitation and Sexual Abuse as such allegations arise in the context of the Work as set forth in 14.3 of the General Terms and Conditions.
- iv. Ensuring that its employees, personnel, sub-contractors and others engaged perform the Work have undertaken training on prevention and response to Sexual Exploitation and Sexual Abuse, including information on the definition and prohibition of Sexual Exploitation and Sexual Abuse, the requirements for prompt reporting of Sexual Exploitation and Sexual Abuse allegations to the Partner and referral of victims to immediate assistance. Training options include the UN Sexual Exploitation and Sexual Abuse online available all implementing training that is for partners at: https://agora.unicef.org/course/info.php?id=7380.

# (h) In relation to Fraud:

- i. Reviewing and taking note of the <u>UN Women Anti-Fraud Policy</u> (or such other URL as UN Women may from time to time decide).
- ii. Having a written fraud prevention and fraud awareness policy in place, which at a minimum shall provide a system to prevent, detect, report, address and follow-up on fraud, corruption and other wrongdoing.
- iii. Reporting to UN Women any allegation of fraud as such allegations arise in the context of the Work as set forth in 14.3 c of the General Terms and Conditions.
- iv. Acknowledging that any fraud may lead to the imposition by UN Women of sanctions (including censure or ineligibility/debarment) with regard to future transactions with UN Women, at UN Women's sole discretion and without prejudice to any other right or remedy available to UN Women.
- (i) Opening a separate bank account for the funds, if requested by UN Women.

# ARTICLE IV GENERAL RESPONSIBILITIES OF UN WOMEN

- 1. UN Women shall contribute to the Work as set forth in this Agreement, including by:
  - (a) Commencing and completing the responsibilities allocated to it in this Agreement in a timely manner, provided that all necessary reports and other documents are available, and UN Women is satisfied with the same;
  - (b) Making transfers of funds in accordance with the provisions of this Agreement;
  - (c) Making Property available in accordance with the provisions of this Agreement;
  - (d) Undertaking and completing monitoring, evaluation and oversight of the Work;



- (e) Liaising on an ongoing basis, as needed, with the relevant Government (as applicable), other members of the United Nations Country Team, donors, and other stakeholders;
- (f) Providing training, if stated in the Partner Project Document, overall guidance, oversight, technical assistance and leadership, as appropriate, for the Work, and making itself available for consultations as reasonably requested; and,
- (g) Reimbursing the Partner for its Support Costs at the Support Cost Rate. The Partner acknowledges and agrees that the Partner is not entitled to any reimbursement for Support Costs exceeding, or any indirect costs in addition to, the agreed Support Cost Rate.

# ARTICLE V FUND REQUESTS

- 1. UN Women shall provide the Partner with funds for the Work, subject to the availability of funds and the terms of this Agreement. UN Women's funding to the Partner shall not exceed the total amount of MDL 1,890,750 as set forth in the Partner Project Document. UN Women shall provide such funding to the Partner utilizing, at its discretion, any of the following three fund transfer modalities:
  - (a) Cash advance by UN Women to the Partner;
  - (b) Reimbursement by UN Women to the Partner; and,
  - (c) Direct payment by UN Women on the Partner's behalf to the Partner's vendor or supplier.
- 2. The fund transfers shall be made in installments as set forth in the Partner Project Document or more frequently if the criteria set forth in this Agreement have been satisfied. Each fund transfer shall be made utilizing the fund transfer modality decided solely by UN Women. The fund transfers shall be made in the currency used in the country where the Work is taking place.

# Terms and conditions applicable to all fund transfer modalities

- 3. Any request for a fund transfer by the Partner shall fulfill the following criteria to the satisfaction of UN Women, failing which UN Women may decide not to honor the request in whole or in part:
  - (a) The Partner may submit funding requests, using the FACE Form, every three months during the term of the Agreement or more frequently provided that the Work relevant for those months has been completed and the corresponding funds expended, and the relevant criteria in the Agreement are satisfied.
  - (b) The FACE Form shall be signed by a Partner Authorized Officer.
  - (c) The request for fund transfer shall be accompanied by the financial and progress reporting as provided in Article VIII.
  - (d) The amount and purpose of the request shall be consistent with the provisions of this Agreement.



- (e) The request shall be reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness.
- (f) Prior fund transfers shall have been reported on to UN Women's satisfaction in accordance with Article VIII.
- (g) At least 80% or more of the expenditure relating to the immediately preceding fund transfer and 100% of the expenditure relating to all previous fund transfers, if any, have been reported to the satisfaction of UN Women. If the fund transfer request is made more frequently than every three months, all Work relevant for those months has been completed and all corresponding funds expended.
- (h) There shall be no other grounds for believing the expenditure is in contravention of this Agreement, including the Partner Project Document.

# Specific procedures for each fund transfer modality

- 4. Requests for cash advances:
  - (a) The Partner may submit funding requests for cash advances, using the FACE Form, every three months during the term of the Agreement except as set forth in sections (b) and (c) below.
  - (b) The Partner may submit the first funding request for a cash advance as soon as both Parties have signed this Agreement.
  - (c) The Partner may submit requests more frequently than every three months in accordance with section 3 above.
- 5. Requests for direct payment transfers:
  - (a) The Partner may submit to UN Women a written request for direct payment to the Partner's vendor or supplier.
  - (b) The request for direct payment must be submitted no later than the three-month period following receipt of the goods or services.
  - (c) The request for direct payment shall in all cases include the vendor or supplier's banking information, the original invoice or invoices issued by the vendor or supplier to the Partner, the purchase order, the quotation and a written statement by the Partner Authorized Officer certifying that the vendor or supplier delivered the goods and/or performed the services satisfactorily and in accordance with the terms of the contract between the Partner and the vendor or supplier.
- 6. Requests for reimbursements:
  - (a) Any expenditure by the Partner from its own resources in respect of which the Partner intends to request a reimbursement under this Agreement, shall be subject to prior funding authorization by UN Women. To obtain funding authorization of the Partner's expenditures that will be subject to reimbursement, the Partner shall submit to UN Women a funding authorization request for reimbursement in a form and format as decided by UN Women. This funding authorization request may not exceed the relevant amount set forth in the Partner Project Document and shall be duly signed by a Partner





Authorized Officer. If the funding authorization request for reimbursement is in proper form and complete and all the requirements in this Agreement are met, UN Women will determine the amount to be authorized for funding and will authorize that amount by written reply to the Partner.

(b) Subject to prior authorization under section 6 (a) above, the Partner may submit to UN Women a written request for a reimbursement further to section 3 above. The request for reimbursement shall be submitted in connection with satisfactory financial and proper progress reporting (see Article VIII).

## Other provisions relevant for fund transfers

# 7. Revision of budget by Partner:

The Partner may, without UN Women's approval but with prior written notice to UN Women, revise the budget by re-allocating funds either within an activity or between activities identified by account codes on the FACE Form, as long as the re-allocation is not (i) exceeding twenty (20%) of the total budgeted amount; (ii) negatively impacting the Results; or, (iii) increasing the total budgeted amount. Any other revisions of the budget require an amendment to this Agreement.

# 8. Payment of fund transfers by UN Women:

- (a) If each request for fund transfer is received in a timely fashion and is in proper form and complete and all the requirements in this Agreement have been met, UN Women will determine the amount to be transferred and will transfer that amount to the Partner, or if the direct payment modality is used, on behalf of the Partner, within reasonable time.
- (b) UN Women may decide to adjust the amount of any fund transfer where it has reason to do so, including:
  - To take into consideration the general progress made to the Work to date;
  - ii. To take into consideration any unspent or unsatisfactorily reported balance remaining with the Partner from any previous fund transfer or any amounts paid by UN Women as direct payment, reimbursement or otherwise, lost by the Partner or used by the Partner other than in accordance with this Agreement, including any amounts shown by audits, site/field visits, spot checks or investigations to have been so paid, lost or used;
  - iii. To take into consideration any expenditure that is ineligible in accordance with this Agreement;
  - iv. To take into consideration interest or income earned by the Partner from a previous fund transfer; and,
  - v. To withhold up to 10% of the total budgeted amount for the Work for risk management purposes.
- (c) UN Women is only required to transfer to or, where the direct payment modality is used, on behalf of the Partner the amount UN Women determines is due under the terms of this Agreement. UN Women shall not be liable to the Partner or any third party, including the Partner's vendor or supplier, for any amounts that UN Women determines are not owing under this Agreement.



(d) The fund transfers other than direct payments shall be made by UN Women to the following bank account:

Bank name: BC Moldova Agroindbank SA

Bank address: 9/1, Constantin Tănase Str., Chisinau, Republic of Moldova, MD 2005

Account title: Institutia Privata SEED Forum Moldova

Account No.: BIC AGRNMD2X Bank contact person: Irina Grisca

# ARTICLE VI ADMINISTRATION OF FUNDS AND PROPERTY

#### Administration of funds

- 1. The Partner shall administer the funds and carry out the Work under its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women. Where UN Women determines that the Partner's financial regulations, rules, policies and procedures are not appropriate, UN Women shall give written notice to the Partner. In such cases, UN Women may decide, *inter alia*, to implement the Work or any parts thereof, including procurement activities, directly or transfer the implementation thereof to another partner.
- 2. Where the Partner buys goods or services from the funds, the Partner shall do so giving due consideration to the following principles:
  - (a) Best value for money;
  - (b) Fairness, integrity and transparency; and,
  - (c) Competition.

# Administration of Property

- 3. UN Women shall remain the owner of the Property.
- 4. UN Women may during the term of this Agreement decide that Property shall be reassigned towards the implementation of another UN Women programme or project, which may be implemented by the Partner or by another partner. In the latter case, the Partner shall, upon written instructions by UN Women, transfer the Property to the other partner, as directed. Article IX sets forth the obligations when the Work is completed, or the Agreement ends.
- 5. The Partner shall be responsible for the care, security, maintenance and physical inventory of the Property.
- 6. The Partner, unless self-insured, shall maintain insurance for the Property. Upon request, the Partner shall produce documentary evidence of such insurance including self-insurance.
- 7. The Partner shall place UN Women markings on the Property in consultation with UN Women.



- 8. In cases of damage, theft or other losses of the Property, the Partner shall provide UN Women with a comprehensive report, including a police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the Property.
- 9. UN Women shall assist the Partner in clearing the Property through customs at places of entry into the country where the Work is taking place.
- 10. Detailed inventories shall be taken of the Property by the Partner at the end of every year, or if the Agreement is for less than a calendar year, at the end of the Agreement.

# ARTICLE VII RECORD KEEPING/ACCOUNTING SYSTEM

- 1. The Partner shall establish and maintain, for a period of seven (7) years after this Agreement ends the books and records set forth in this Article in a reasonable accounting system that enables UN Women to readily identify how the funds received under this Agreement have been used, including detailed inventories of the Property, expenditures, costs of goods and services, supporting documentation, all fund transfers received by the Partner and any unspent funds.
- 2. The Partner's books and records shall clearly show which transactions recorded in its accounting system represent the expenditures reported for each line on the FACE Form.
- 3. The books and records shall in addition to what is referred to under section 1 of this Article, include, but not be limited to, accounting records, written policies and procedures; sub-contractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; purchase orders; suppliers' invoices; contracts (including employment contracts); delivery notes; leases; airline tickets; gasoline coupons; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs; insurance documents; payroll documents; timesheets; memoranda; correspondence and HR records for personnel hired to assist with the Work; and any other relevant supporting documentation.
- 4. The Partner acknowledges and agrees that a written statement by the Partner that money has been spent is insufficient and cannot replace the original documentation to support expenditures.
- 5. If any necessary and supporting documentation or detailed inventory of Property is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement and demand refund of such amounts as set forth in Article 14.1.f of the General Terms and Conditions for Partner Agreements.
- 6. The Partner acknowledges and agrees that UN Women has the right to conduct audits, site/field visits, spot checks and investigations in accordance with Article 14 of the General Terms and Conditions for Partner Agreements.



# ARTICLE VIII REPORTING REQUIREMENTS

# Financial reporting

- 1. The Partner shall submit to UN Women the reports detailed below signed by the Partner Authorized Official. Such reports shall be in English. When UN Women has reviewed the reports, UN Women will determine to what extent it will approve the expenditure and further process fund transfers. UN Women's approval of the expenditure at this stage of the process does not preclude UN Women from claiming refund of the same amount if it is later shown, including by an audit, site/field visit, spot check or investigation, that the initially approved expenditure was not in accordance with this Agreement or relates to misuse of funds including fraud or other wrongdoing.
- 2. All financial reporting to UN Women shall be performed by the Partner in the currency in which the fund transfer was made.
- 3. The Partner shall, using the FACE Form, submit financial reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every three-month period.

# The FACE Form:

- (a) Shall include only eligible expenditures in the form of Direct Costs that are identifiable and verifiable. Direct Costs are identifiable when the expenditures are recorded in the Partner's accounting system and the accounting system shows which transactions represent the Direct Costs reported for each line on the FACE Form. The Direct Cost is verifiable when the expenditures can be confirmed by supporting documentation as set forth in Article VII;
- (b) Shall include only expenditures that have been paid by the Partner. The financial report has been designed to reflect transactions on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN Women, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only expenses paid by the Partner and not commitments. Any cash disbursement to sub-contractors or vendors can be reported as expenses in the financial report only after the sub-contractor or vendor complete the activities for which these funds have been transferred;
- (c) Shall not include any expenditures that are ineligible for fund transfer, as stipulated in section 5 below;
- (d) Shall include the balance of any unspent funds remaining from any previous fund transfers;
- (e) Shall include any refunds or adjustments received by the Partner against any previous fund transfers;
- (f) Shall include interest earned on any unspent balance remaining from any previous fund transfers:





- (g) Shall include any income earned when performing the Work; and,
- (h) Shall include the Support Costs.
- 4. The Partner shall submit an Excel sheet listing all documents supporting the liquidation of expenditure in the FACE Form and at a minimum specifying the name of the vendor or supplier, the date and a description of the goods or service and provide any original supporting documentation to UN Women immediately upon written request by UN Women.
- 5. The following are non-exhaustive examples of ineligible expenditures and, therefore, shall not be included in the FACE Form and UN Women shall be entitled to reject any such ineligible expenditure:
  - (a) Expenditures not made for the Work, or not necessary for the Partner to perform the Work as set forth in this Agreement;
  - (b) Expenditures for value added tax unless the Partner can demonstrate to the satisfaction of UN Women that it is unable to recover the value-added tax;
  - (c) Expenditures paid or reimbursed to the Partner by another donor or entity;
  - (d) Expenditures in relation to which the Partner has received an in-kind contribution from another donor or entity;
  - (e) Any expenditure for indirect costs in excess of the Support Cost Rate;
  - (f) Expenditures that are not verifiable by supporting documentation as provided in Article VII of this Agreement;
  - (g) Salaries for Partner's employees, if the Partner is not a government, exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;
  - (h) Salaries for Partner's employees, if the Partner is a government, exceeding the established salary or pay scale rates of the Partner for comparable functions, and in no case exceeding the rates payable by UN Women for comparable functions performed by locally recruited staff members at the relevant duty station;
  - (i) Expenditures in respect of fees for individual consultants retained by the Partner exceeding the rates payable by UN Women for comparable services rendered by individual consultants;
  - (j) Expenditures for travel, daily subsistence and related allowances for the Partner's employees or consultants exceeding the rates payable by UN Women to its staff members or consultants, as applicable;
  - (k) Expenditures that have been incurred but have not actually been paid (see section 3 (b) above);
  - (I) Expenditures that merely represent financial transfers between administrative units or locations of the Partner;
  - (m)Expenditures that relate to obligations that were entered into before the commencement or after the end date of this Agreement; or,



(n) Debt and debt service charges.

## **Progress Reporting**

- 6. The Partner shall, using the Progress Report Form, submit narrative progress reports no later than 20 calendar days after the end of every three-month period starting three months after UN Women disbursed the first fund transfer, or every time the Partner is requesting fund transfers, if the requests are made more frequently than every threemonth period.
- 7. The Partner shall always submit the progress report together with the financial report and such progress reports shall be filled out appropriately and duly signed by a Partner Authorized Official.

## Inventory Reporting on Property

8. A detailed inventory report of the Property shall be submitted to UN Women within 30 calendar days after each calendar year, and at the end of the Agreement. If the Agreement is for less than one calendar year, the Partner shall submit the inventory report within 60 calendar days after the end of the Agreement.

# ARTICLE IX COMPLETION OF THE WORK

- 1. The Partner shall, no later than 60 calendar days after the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first:
  - (a) Submit to UN Women an inventory report of the Property. UN Women may decide that the Property shall be: (i) transferred for use by another partner; (ii) transferred back to UN Women; or (iii) donated to the Partner or a third party. The Partner shall deliver the Property at a reasonable time and place as instructed by UN Women in writing and shall fully cooperate with UN Women in good faith in the transfer and delivery;
  - (b) Submit to UN Women a final financial report, using the FACE Form, including a request for reimbursement of any withheld amount; and,
  - (c) Submit to UN Women a final progress report using the Progress Report Form.
- 2. UN Women shall when the Work has been completed or the Agreement expired or is prematurely terminated, whichever happens first, make a final liquidation of the funding provided under this Agreement. If UN Women's final liquidation shows that the Partner has received more funds than the Partner is entitled to in accordance with this Agreement, the Partner shall repay such balance within 30 calendar days of receiving a request for repayment. UN Women shall, when making such final liquidation of the funding, consider items, including any unspent funds, interest or income earned, ineligible expenditure or funds used for expenditure not supported by documentation.



For the Partner:



# ARTICLE X TERM OF AGREEMENT

This Agreement shall enter into force on the date it is signed by both Parties. It shall expire automatically on 30 September 2022 unless terminated earlier in accordance with the terms of this Agreement.

IN WITNESS, WHEREOF, the undersigned, duly authorized by the respective Parties, have signed this Agreement.

For UN Women:

Name: Ana Chirita Name: Dominika Stojanoska

Title: Executive Director Title: UN Women Representative

Signature: DocuSigned by:

Signature: DocuSigned by:

DocuSigned by:

Date: 23-Dec-2021 | 9:36 AM EST Date: 22 December 2021

Email: a.chirita@gmail.com Email: dominika.stojanoska@unwomen.

org

Dominika Stojanoska





# **Annex 1**

ST/SGB/2003/13 "Special Measures for Protection from Sexual Exploitation and Sexual Abuse"



United Nations ST/SGB/2003/13



Secretariat

9 October 2003

# Secretary-General's Bulletin

# Special measures for protection from sexual exploitation and sexual abuse

The Secretary-General, for the purpose of preventing and addressing cases of sexual exploitation and sexual abuse, and taking into consideration General Assembly resolution 57/306 of 15 April 2003, "Investigation into sexual exploitation of refugees by aid workers in West Africa", promulgates the following in consultation with Executive Heads of separately administered organs and programmes of the United Nations:

#### Section 1 Definitions

For the purposes of the present bulletin, the term "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

## Section 2 Scope of application

- 2.1 The present bulletin shall apply to all staff of the United Nations, including staff of separately administered organs and programmes of the United Nations.
- 2.2 United Nations forces conducting operations under United Nations command and control are prohibited from committing acts of sexual exploitation and sexual abuse, and have a particular duty of care towards women and children, pursuant to section 7 of Secretary-General's bulletin ST/SGB/1999/13, entitled "Observance by United Nations forces of international humanitarian law".
- 2.3 Secretary-General's bulletin ST/SGB/253, entitled "Promotion of equal treatment of men and women in the Secretariat and prevention of sexual harassment", and the related administrative instruction set forth policies and procedures for handling cases of sexual harassment in the Secretariat of the United Nations. Separately administered organs and programmes of the United Nations have promulgated similar policies and procedures.

03-55040 (E) 101003



<sup>&</sup>lt;sup>1</sup> Currently ST/AI/379, entitled "Procedures for dealing with sexual harassment".

ST/SGB/2003/13

# Section 3 Prohibition of sexual exploitation and sexual abuse

- 3.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.
- 3.2 In order to further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the United Nations Staff Regulations and Rules, are promulgated:
- (a) Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;
- (b) Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence:
- (c) Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;
- (d) Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;
- (e) Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether or not within the United Nations system, he or she must report such concerns via established reporting mechanisms;
- (f) United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a particular responsibility to support and develop systems that maintain this environment.
- 3.3 The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behaviour may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the United Nations Staff Regulations and Rules.

# Section 4 Duties of Heads of Departments, Offices and Missions

- 4.1 The Head of Department, Office or Mission, as appropriate, shall be responsible for creating and maintaining an environment that prevents sexual exploitation and sexual abuse, and shall take appropriate measures for this purpose. In particular, the Head of Department, Office or Mission shall inform his or her staff of the contents of the present bulletin and ascertain that each staff member receives a copy thereof.
- 4.2 The Head of Department, Office or Mission shall be responsible for taking appropriate action in cases where there is reason to believe that any of the standards listed in section 3.2 above have been violated or any behaviour referred to in section



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- 3.3 above has occurred. This action shall be taken in accordance with established rules and procedures for dealing with cases of staff misconduct.
- 4.3 The Head of Department, Office or Mission shall appoint an official, at a sufficiently high level, to serve as a focal point for receiving reports on cases of sexual exploitation and sexual abuse. With respect to Missions, the staff of the Mission and the local population shall be properly informed of the existence and role of the focal point and of how to contact him or her. All reports of sexual exploitation and sexual abuse shall be handled in a confidential manner in order to protect the rights of all involved. However, such reports may be used, where necessary, for action taken pursuant to section 4.2 above.
- 4.4 The Head of Department, Office or Mission shall not apply the standard prescribed in section 3.2 (b), where a staff member is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- 4.5 The Head of Department, Office or Mission may use his or her discretion in applying the standard prescribed in section 3.2 (d), where beneficiaries of assistance are over the age of 18 and the circumstances of the case justify an exception.
- 4.6 The Head of Department, Office or Mission shall promptly inform the Department of Management of its investigations into cases of sexual exploitation and sexual abuse, and the actions it has taken as a result of such investigations.

#### Section 5

#### Referral to national authorities

If, after proper investigation, there is evidence to support allegations of sexual exploitation or sexual abuse, these cases may, upon consultation with the Office of Legal Affairs, be referred to national authorities for criminal prosecution.

#### Section 6

#### Cooperative arrangements with non-United Nations entities or individuals

- 6.1 When entering into cooperative arrangements with non-United Nations entities or individuals, relevant United Nations officials shall inform those entities or individuals of the standards of conduct listed in section 3, and shall receive a written undertaking from those entities or individuals that they accept these standards.
- 6.2 The failure of those entities or individuals to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of any cooperative arrangement with the United Nations.

# Section 7 Entry into force

The present bulletin shall enter into force on 15 October 2003.

(Signed) Kofi A. Annan Secretary-General



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# **Annex 2: General Terms and Conditions for Partner Agreements**

- **1. LEGAL STATUS:** The Partner shall have the legal status of an independent contractor *vis-à-vis* UN Women and nothing contained in or relating to the Agreement shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. THE PARTNER'S RESPONSIBILITY FOR EMPLOYEES, PERSONNEL AND SUB-CONTRACTORS: The Partner shall be responsible for the professional and technical competence of the employees, personnel and sub-contractors it assigns to perform work under this Agreement and will select reliable and competent individuals who will be able to effectively perform the obligations under this Agreement and who, while doing so, will respect the local laws and customs, and conform to a high standard of moral and ethical conduct.
- **3. ASSIGNMENT:** The Partner may not assign, transfer, pledge or make any other disposition of the Agreement, of any part of the Agreement, or of any of the rights, claims or obligations under the Agreement except with the prior written authorization of UN Women. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN Women. Except as permitted with respect to sub-contractors, the Partner shall not delegate any of its obligations under this Agreement, except with the prior written consent of UN Women. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN Women.

# 4. SUB-CONTRACTING/SUB-PARTNERING:

**Sub-contracting:** The Partner may use the services of sub-contractors to partially perform the Work under this Agreement. The Partner shall select any sub-contractor in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be responsible and liable for the performance of its subcontractors as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Results. UN Women may, in its sole discretion, withdraw this approval to subcontract in general or in a specific case . Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-contractor/s. No provision in the agreements between the Partner and its sub-contractors shall constitute a contractual bond between UN Women and the sub-contractor. The Partner shall immediately inform UN Women of the name/s of its sub-contractors and sub-contractors' sub-contractors. The Partner shall ensure that each subcontractor agrees in writing to be bound by the terms and conditions of Agreement relevant to the portion of the work or services to be performed by such sub-contractor.

<u>Sub-partnering</u>: The Partner may use sub-partners to partially perform the Work under this Agreement. The Partner shall select any sub-partner in accordance with its own financial regulations, rules and procedures to the extent that they are determined to be appropriate by UN Women and by giving due consideration to the principles set forth in Article VI, Section 2 of this Agreement. The Partner shall at all times be



responsible and liable for the performance of its sub-partners as if the Partner had performed the Work itself and the Partner shall always remain responsible for performing the Work and achieving the Result. UN Women may, in its sole discretion, withdraw this approval to sub-partner in general or in a specific case. Such withdrawal shall be in writing and shall provide the Partner with reasonable time to terminate its agreement with sub-partner/s. No provision in the agreement between the Partner and its sub-partner shall constitute a contractual bond between UN Women and the sub-partner. The Partner shall immediately inform UN Women of the name/s of its sub-partners and sub-partners' sub-partners. The Partner shall ensure that each sub-partner agrees in writing to be bound by the terms and conditions of this Agreement relevant to the portion of the Work to be performed by such sub-partner.

- 5. OFFICIALS NOT TO BENEFIT: The Partner warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN Women any direct or indirect benefit arising from or related to the performance of the Agreement or of any other contract with UN Women or for any other purpose intended to gain an advantage for the Partner or otherwise act contrary to any applicable code of conduct or antifraud policy. The Partner agrees that breach of this provision is a breach of an essential term of this Agreement.
- **6. OBSERVANCE OF THE LAW**: The Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.
- 7. INDEMNIFICATION: The Partner shall indemnify, hold and save harmless, and defend, at its own sole expense, UN Women, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, brought by any third party against UN Women including all litigation costs and expenses, attorney's fees, settlement payments and damages based on, arising from or relating to any acts or omissions of the Partner, or Partner's employees, officers, agents or sub-contractors, in the performance of this Agreement, which give rise to legal liability to anyone not party to the Agreement. This provision shall extend, *interalia*, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Partner, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 8. **ENCUMBRANCES/LIENS**: The Partner shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN Women against any monies due to the Partner or that may become due for any work done or against any goods supplied or materials furnished under the Agreement, or by reason of any other claim or demand against the Partner or UN Women.

# 9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

9.1 Except as is otherwise expressly provided in writing in the Agreement, UN Women shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Partner has developed for UN Women under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Partner acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN Women.



- **9.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Partner: (i) that pre-existed the performance by the Partner of its obligations under the Agreement, or (ii) that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, UN Women does not and shall not claim any ownership interest thereto, and the Partner grants to UN Women a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Agreement.
- **9.3** At the request of UN Women, the Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN Women in compliance with the requirements of the applicable law and of the Agreement.
- **9.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Partner under this Agreement shall be the property of UN Women, shall be made available for use or inspection by UN Women at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN Women's authorized officials on completion of work under the Agreement.

#### 10. USE OF UN WOMEN'S NAME AND LOGO:

- 10.1 The Partner may use the UN Women name or logo without the UN emblem, only in direct connection with the Work. The Partner's use shall be limited to recognizing association with UN Women in the Partner's materials in the following format: "[An Implementing Partner] [A Responsible Party] of UN Women". The Partner shall, on all deliverables produced by the Partner as part of the Work (publications, brochures, videos, knowledge products, CDs, or other deliverable), include the UN Women logo without the UN emblem in smaller size, preferably at the bottom, after the line "Funded by" or "Supported by". If the UN Women logo is used together with other images, the Partner shall ensure that such other images are appropriate and not in any way reflects negatively on UN Women. UN Women has the right to review any material and deliverable that includes the UN Women name or logo before it is published. The Partner shall immediately stop publishing the material or deliverable, upon written requests by UN Women.
- **10.2** UN Women may use the logo of the Partner on any of UN Women's materials but is under no circumstances obliged to do that. It is at the discretion of UN Women to do so when it is considered beneficial to UN Women.
- **10.3** The Partner acknowledges that it is familiar with UN Women's ideals and objectives and recognizes that its name and logo may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UN Women.

## 11. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

11.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or change if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The affected Party shall also notify the other Party of any other changes in conditions or the occurrence of any event that interferes or threatens to



interfere with its performance of this Agreement. Not more than fifteen (15) calendar days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Agreement.

- 11.2 If the Partner is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UN Women shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 12, "Termination", except that the period of notice shall be seven (7) calendar days instead of thirty (30) calendar days. In any case, UN Women shall be entitled to consider the Partner permanently unable to perform its obligations under the Agreement in case the Partner is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) calendar days.
- **11.3** Force majeure as used in this Article means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar force or nature, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party concerned.
- **11.4** The Partner acknowledges and agrees that, with respect to any obligations under this Agreement that the Partner shall perform in any areas in which UN Women is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under this Agreement.

# 12. SUSPENSION/TERMINATION:

- **12.1** UN Women may suspend or terminate the Agreement for any reason by giving sixty (60) calendar days' written notice to the Partner.
- **12.2** Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:
  - a. if a Party has breached its obligations under this Agreement and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and,
  - b. if a Party cannot meet its obligations under this Agreement.
- **12.3** UN Women may also suspend or terminate this Agreement with immediate effect by giving written notice to the Partner in the following situations:
  - a. if the implementation of Work has not commenced within a reasonable time;



- b. If the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor engage or has engaged in fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing, as determined solely by UN Women;
- c. If the Partner fails to take preventive measures against Sexual Exploitation and Sexual Abuse or fails to take corrective action if Sexual Exploitation or Sexual Abuse has occurred:
- d. if the Partner is adjudged bankrupt, or is liquidated or becomes insolvent or applies for a moratorium or stay on any payment or repayment obligations or applies to be declared insolvent; the Partner is granted a moratorium or a stay, or is declared insolvent; the Partner makes an assignment for the benefit of one or more of its creditors; a Receiver is appointed on account of the insolvency of the Partner; the Partner offers a settlement in lieu of bankruptcy or receivership; in which case the Partner shall immediately inform UN Women of the occurrence of any of the above event and shall provide UN Women with any information pertinent thereto;
- e. if the Partner or any of its employees, personnel, sub-contractor or sub-contractor's sub-contractor fails to report to UN Women or to investigate allegations of fraud, Sexual Exploitation and Sexual Abuse or other wrongdoing;
- f. if UN Women's funding is decreased, curtailed or terminated; and,
- g. if the Partner otherwise has substantively breached its obligations under this Agreement.
- 12.4 The Party receiving a notice of suspension or termination will immediately take all necessary steps to suspend or terminate (as the case may be) its Work in an orderly manner so that continued expenses are kept to a minimum, including but not limited to terminating all subcontracts and orders or agreements for materials, services or facilities and take any other action that may be necessary, or that UN Women may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Agreement that is in the possession of the Partner and in which UN Women has or may be reasonably expected to acquire an interest.
- **12.5** Immediately upon sending or receiving a notice of termination, UN Women will cease disbursement of any funds under this Agreement and the Partner shall not make any forward commitments, financial or otherwise, in connection with this Agreement.
- **12.6** Article IX of the agreement document, "COMPLETION OF THE WORK" applies to the Partner when the Agreement is terminated in accordance with this Article.
- **13. EVALUATION:** UN Women and its authorized representatives have the right to conduct evaluations of the Work according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement.
- 14. RIGHT TO CONDUCT AUDITS, SITE/FIELD VISITS, SPOT CHECKS AND INVESTIGATIONS OF FRAUD ETC:
  - 14.1 Right to conduct audits, site/field visits, spot checks and investigations of fraud etc.:





- a. UN Women and its authorized representatives have the right to conduct audits, field/site visits, spot checks and investigations into fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.
- b. If the Partner is a government entity, UN Women at the request of the Government, may agree that audit/s shall be conducted by the Government's supreme audit institution.
- c. The Partner shall at its own expense make its records available for audit, inspections for site/field visits and spot checks and investigations by UN Women, its investigative service and its authorized representatives. Such records shall be made available to UN Women, its investigative service and its authorized representatives in hard copy and easily viewable electronic format at the Partner's office where the majority of the records are housed unless otherwise stipulated by UN Women, its investigative service or its authorized representatives. The Partner shall make all such records available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If the previously mentioned schedule significantly interferes with the Partner's operations, the Partner shall in writing offer an alternative 40 hours of availability per standard week. In the event that no such location is available, then such records, together with the documents supporting the Partner's expenditure, shall be made available for audit, inspection for site/field visit, spot check or investigation at a time and location that is convenient for UN Women, its investigative service or authorized representative. The Partner shall provide UN Women, its investigative service and its authorized representatives reasonable workspace, electricity, lighting, water, restroom facilities, Internet access and other relevant facilities and equipment. UN Women, its investigative services and its authorized representatives shall have the right to examine and to make and retain copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the Partner and those kept by the Partner's employees, personnel, agents, other advisors and sub-contractors.
- d. The Partner shall make available a responsible party with the authority and ability to respond to all questions, assist in document interpretation, and authorize requests for information.
- e. The Partner shall provide its full and timely cooperation in good faith with any such audit, site/field visit, spot check or investigation, which shall include the Partner's obligation to make available the Partner's current and former employees, personnel, agents, other advisors and subcontractors and make available any site or premises where the Work is performed.
- f. If any necessary and supporting documentation is not properly maintained and available for review, or was lost or prematurely destroyed, UN Women may stop any further payment under the Agreement. In addition, UN Women may ask for a refund of amounts not covered by supporting documentation or in the case of Property not covered by an inventory report and the Partner shall pay such amount within thirty (30) calendar days of receipt of the refund request from UN Women.



- g. Costs of any audits, site/field visit, spot check or investigation conducted hereunder shall be for the account of the Work and shall be included in the budget and work plan if not otherwise stated in the Agreement or unless the audit, site/field visit, spot check or investigation identifies unsupported expenditure, fraud or other wrongdoing or non-performance issues. In such cases, the Partner shall reimburse UN Women for the total costs of the audit, site/field visit, spot check or investigation of fraud or other wrongdoing. In addition, the Partner shall repay the amount identified in an audit, site/field visit, spot check or investigation as expenditure unsupported by documentation, originated in fraud, other wrongdoing or non-performance. The Partner shall reimburse such costs and repay such amount within thirty (30) calendar days of receiving a request for reimbursement or repayment from UN Women.
- h. In the event that an audit is conducted hereunder by auditors authorized by UN Women, UN Women or the auditors shall provide a copy of the final audit report to the Partner. In the event that the audit is conducted by the Government's supreme audit institution, the Partner shall provide a copy of the final audit report to UN Women immediately. The Partner hereby consents to the disclosure by UN Women, if UN Women determines that such disclosure is appropriate, of audit reports to any third party that provided financing or cofinancing to UN Women towards the Work.
- **14.2** Additional provisions applicable for site/field visits and spot checks:

In addition, to what is stated under Article 14.1 above, the Partner shall at any time and frequency requested by UN Women, allow UN Women to observe or participate in the Work. The Partner shall provide UN Women access to any site where the Work is performed. Moreover, the Partner shall provide UN Women with any participant lists or statistics relating to the Work immediately upon UN Women's request. The Partner shall fully and timely participate and cooperate in good faith with any interviews requested by UN Women at the site/field visit or spot check.

- **14.3** Additional provisions applicable for fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing and duty to report:
  - a. In addition to what is stated under Article 14.1 above, UN Women, its investigative service and its authorized representatives shall have the right to conduct investigations of any alleged fraud, Sexual Exploitation, Sexual Abuse and other wrongdoing by the Partner, or any of its employees, personnel, subcontractor or sub-contractor's sub-contractor as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement at any time during the term of the Agreement and for a period of seven (7) years following the expiration or premature termination of the Agreement.
  - b. The Partner has a duty to report to UN Women's investigative service any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware, within one business day. The duty to report is fulfilled if the Partner has reported the wrongdoing in one



- of the ways described on UN Women's website (unwomen.org/About us/Accountability/Reporting wrongdoing).
- c. The Partner shall properly and without delay investigate any alleged fraud, Sexual Exploitation, Sexual Abuse or other wrongdoing as these allegations relate to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, or the operations of the Partner generally relating to the performance of this Agreement, of which the Partner has been informed or has otherwise become aware. (It is understood, however, that any investigation conducted by the Partner shall be without prejudice to the right of UN Women to conduct investigations.) If so requested, the Partner shall keep UN Women informed during the conduct of the investigation, without prejudice to the due process rights of any persons concerned. Following the conclusion of the investigation by the Partner, Partner shall if requested promptly provide a copy of the investigation report to UN Women, without redactions, edits or omissions. Upon request, Partner shall provide relevant evidence to UN Women for examination and further use by UN Women as deemed necessary solely by UN Women. UN Women may decide that the obligation on the part of the Partner under this clause to conduct an investigation shall not apply if an investigation is being or has been conducted by competent national authorities. In the event that competent national authorities are conducting or have conducted the investigation, Partner shall assist UN Women and take all necessary steps, to the extent legally possible, for UN Women to obtain information on the status and outcome of the investigation, including disclosure of a copy of the relevant investigation report.
- **15. ASSESSMENTS:** UN Women and its authorized representatives have the right to conduct assessments of the Partner according to such standards, scope, frequency and timing as decided by UN Women, during the term of the Agreement. Such assessment includes but is not limited to assessment of the Partner's **c**apacity and internal control framework. Article 14.1 c, d and e. shall apply to such assessment.
- 16. **REMEDIES CUMULATIVE:** Except as otherwise provided herein, no remedy conferred by any of the specific provisions of this Agreement or otherwise available to a Party is intended to be exclusive of any other remedy, and each remedy shall be cumulative and in addition to every other remedy available hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.
- 17. CHILD LABOR: The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner'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.
- **18. MINES:** The Partner represents and warrants that neither it, its parent entities (if any), nor any of the Partner'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.





- **19. AUTHORITY TO MODIFY:** No modification or change shall be valid and enforceable against UN Women unless provided by a valid written amendment to the Agreement signed by duly authorized representatives of the Parties.
- 20. NO SUPPORT TO TERRORISM: Consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Partner is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, the Partner recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. The Partner will use all reasonable efforts to ensure that the funds received under this Agreement is not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, the Partner determines that the funds received by the Partner under this Agreement may have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime it will as soon as it becomes aware of it inform UN Women and undertake any response UN Women deems appropriate.

#### 21. SETTLEMENT OF DISPUTES:

- **21.1 AMICABLE SETTLEMENT WHEN THE PARTNER IS NOT A GOVERNMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
- 21.2 ARBITRATION WHEN THE PARTNER IS NOT A GOVERNMENT: Any dispute, controversy, or claim between the Parties arising out of this Agreement or the breach, termination, or invalidity thereof, unless settled amicably under the preceding paragraph, within sixty (60) calendar days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Agreement, order the termination of the Agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 "Interim measures" and Article 34 "Form and effect of the award" of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
- **21.3 AMICABLE SETTLEMENT WHEN THE PARTNER IS A GOVERNMENT:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement.



- 21.4 ARBITRATION WHEN THE PARTNER IS A GOVERNMENT: Any dispute, controversy or claim between the Parties arising out of this Agreement which is not settled amicably in accordance with the foregoing paragraph shall at the request of either Party be submitted to a tribunal of three arbitrators ("the Tribunal"). Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator, who shall be the chairperson of the Tribunal. If, within 15 calendar days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the parties.
- **PRIVILEGES AND IMMUNITIES:** 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 its subsidiary organs, including UN Women.



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# Annex 4 Partner Project Document

Annex I - Project Document

# Call for proposal

a. \_\_\_\_\_To deliver a set of interventions to support women and girls, with focus on the women and girls from excluded groups, to pursue STEM/IT-related education and jobs, and to launch innovative tech start-ups (STEM is SHE)

CFP No. UNW-ECA-MDA-CFP-2021-006

Technical proposal submission form

Component 1: Organizational Background and Capacity to implement activities to achieve planned results

#### **About Seed Forum:**

Seed Forum Moldova promotes the advancement of entrepreneurial culture within a global network on the basis of public-private partnerships. Present in over 50 countries all over the world, in 2016 Seed Forum Moldova opened iHub Chisinau- a tech hub situated in the heart of Chisinau aiming to grow a next generation of entrepreneurs, provide extensive support to integrate them into global networks and offer a wide range of services to support their daily operations: access to coworking spaces, business support services, community initiatives.

Seed Forum Moldova is part of a Global Entrepreneurship Support Organisation with ongoing programs in 50+ countries worldwide. The Global vision is to create a global innovation system by providing access to private equity funding for start-ups and scale-ups cross-border.

Among the services provided are:

- Co-working spaces. Accessible and fully equipped, safe, and sustainable for work.
- Event spaces. A place to attend and organize events.
- Connection to the community. iHUB is proven to be a place that attracts, develops, and connects students, entrepreneurs, teachers, etc. to the formed or new communities, IT and non-IT ones.
- Training and Mentorship through events and programs and a direct link to professionals and mentors.
- Inclusive for boys and girls, men and women
- Access to worldwide investors network
- Matchmaking activities
- Green and Sustainable environment through the built infrastructure itself and the educational part that promotes a sustainable development mindset.

Seed Forum Moldova is an NGO registered under Moldovan legislation in 2016.

Our mission is to help the residents succeed in their entrepreneurial growth, thus increasing their investment readiness and attractiveness.

As of 2021, iHUB has over 1500 m2, offered by the Technical University aiming to integrate new approaches such as Green Concepts and Women friendly spaces under the Women Hub initiatives developed in partnership with the Moldovan Association of ICT Companies.

During our work we take into consideration relevance to Sustainable Development Goals, specifically:



- Gender Equality. Within iHUB Green we have opened the first Women Hub which promotes and encourages girls and women to fulfill their full potential and have equal access to knowledge and work
- Industry, Innovation, and Infrastructure. iHUB Green is a project mainly focused on creating a new
  modern and accessible infrastructure that supports industries to develop and link IT with Non IT to
  promote Innovation in other industries like Healthcare, Education, etc.
- Sustainable Cities and Communities. iHUB Green contributes to making our city a sustainable and more modern one by renewing the existing infrastructure and creating services for the communities that form and grow in an urban environment.
- More well-paid jobs and Economic growth by supporting the development of the IT and entrepreneurship industry and linking innovation to other sectors to boost their growth.

iHUB identity and long-term goals are set by the primary needs of our target groups which are based on equal and easily obtainable opportunities for education, work, and development. We have services that are offered on an equal basis to everyone in need of them and we focus on developing the infrastructure that promotes the sustainable development of the industry and communities.

Our target groups will benefit from a space that welcomes everyone, that gives access to a fully equipped work environment, to education and knowledge, that is sustainable, efficient, and safe.

Seed Forum Moldova has prior experience working with multiple donor and private partners: the Ministry of Foreign Affairs of Norway, UNDP, ATIC (USAID and Sweden), UN Women through the partnerships with ATIC, Paynet, Zeroqode, GoParrot, etc. on the private side.

On the management side, Seed Forum Moldova has 6 employees, 5 out of which are women.

The activity is carried out in strict accordance with Financial Policies and Procedures, Office and Personnel Policies and Procurement Manuals developed internally.

To ensure a better implementation of the current project proposal, Seed Forum Moldova is partnering with Moldovan Association of ICT Companies, Tekwill and TechWomen Moldova network to ensure an uptake of the earlier developed initiatives within ATIC (Women Hub, Empowering Women in Tech, support towards TechWomen) and build upon the capacity to further explore the regional/national potential.

# **Component 2: Expected Results and Indicators**

As a key problem statement, we would like to:

- a) Replicate Women Hub initiatives in the regions
- b) Persuade more girls and women Choose TECH and pursue STEM classes
- c) Receive quality education to obtain skills and knowledge to access economic opportunities
- d) Be part of a powerful Tech Women initiative together with other women who believe they can DO IT.

Our objective is to reach economic development by engaging more girls and women in the promising sectors aiming to impact equality, independence and create better access to economic opportunities. We aim to replicate upon the prior success on gender perspective and promotion of gender equality and the empowerment of women through information and communication technologies by building their self confidence and capacity to contribute. Also we want to build awareness that **information and communication technologies (ICTs)** are tools that enable gender equality and women's empowerment, and are integral to the creation of societies in which both women and men can equally contribute and participate.

Moldova has a small but rapidly growing ICT sector, employing about 30,000 people, with export value of USD 304 million in 2020 (260 mln – IT services and products). According to the National Bureau of Statistics, the overall value of the IT industry has doubled in 2019 compared to 2017, reaching USD 390 million, and 4% of GDP (in 2014 - 0,8%). Telecoms and IT generate around 7% of GDP. With a mainly focused industry on communication and hardware sales, still the country has succeeded to increase its IT exports ten times in the last ten years, with a 50% growth of IT services exports every year during 2017-2019. The growth in the IT



industry has been driven by Moldova's advantages as an outsourcing destination for IT services, based on cost, location and skills, as well as on a dedicated fiscal regime for the Moldova IT Park.

According to the UN Women reports, women represent 19% of the workforce in IT, which is compliant with the average EU perspective, however taking into consideration the background of the country, the potential of women pursuing STEM careers is still underexplored.

The main reasons for Girls and Women to avoid STEM relate to self confidence, perception of a male dominated career and stereotype, imposed future roles for girls and insufficient opportunities for women to develop themselves in a friendly and open environment.

#### Specific results expected:

Result #1: Capacity Building for Chisinau based Women Hub

#### **Indicators**:

- Min 10 women receive support and access to Women Hub services
- Community of Women grown to min 400 representatives
- Min 20 community driven initiatives organized
- Min 5 success stories to empower women in Tech

Result #2: Expansion of Women Hub to Comrat and Balti in partnership with Tekwill project

# **Indicators**:

- 2 Women Hubs created in Balti in Comratomrat to support girls and women in their STEM careers
- Min 4 projects supported to empower women in Tech
- Min 2 idea hackathons organized with a regional impact

Result #3: Tech Women network fortified through capacity building activities

- Women in Online Work program organized in Balti and Comrat with min 100 participants
- One Mentors Program supported for women in the regions
- Min 15 career orientation events in 3 Women Hub(s)

All proposed activities will also seek to tackle women under-representation in ICT and STEM fields. In addition, our activities seek to address a more structural problem within the Moldovan economy, the fact that SMEs sector is poorly developed: although SMEs represent 97% of the total number of firms in Moldova, they only produce only a third of GDP, twice less than the average in EU states<sup>1</sup>, cited as such from UNDP's National Human Development Report for Moldova.

## Specific results expected

Our proposed activities are in line with Output 2 under UN Women's goals: "Women, including those from excluded groups, have skills and knowledge to access economic opportunities."

The specific results and indicators expected are described in the monitoring and evaluation component.

Component 3: Description of the Technical Approach and Activities

# Activity 1.1: Min 10 women receive support and access to Women Hub services

The IHub will serve as the first place in Moldova permitting collaboration, access to latest technologies and access to programs that can help out launch new products, services and explore

<sup>&</sup>lt;sup>1</sup> National Bureau of Statistics. Activity of small and medium enterprises in the Republic of Moldova in 2015. Press release of 30/06/2016.



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new opportunities. The Hub will offer based on different models (for fee and for free) for different categories of specialists (students, specialists, freelancers) the access to a space fully working space-equipped with furniture, classrooms, conference halls, with all the necessary infrastructure in place, etc in order to come in working hours and use it accordingly. The hub will offer access to:

- 1. Events- such as Mentor Hours, Community events, Seed Forums, International programs aligned with post COVID needs
- 2. Entrepreneurship online events
- 3. Mentorship programs (one on one) to secure the social distancing elements
- 4. Support women and youth in innovation programs find better opportunities linked to global markets
- 5. Etc.

The women will be selected based on public call and application. The priority will be given to women from disadvantaged areas and highly impacted by COVID-19. We would like to provide 10 women free of charge access to our spaces to ensure their engagement and decrease of risks in starting a business based on an open application process.

## **Deliverables:**

- Sustainability of Women Hub ensured
- Min 10 women receive free of charge access to Women Hub to work/test their ideas, etc

## Activity 1.3: Community of Women grown to min 400 representatives

Dedicated to serve and grow the community, through the activities and networking events, Seed Forum through iHub will facilitate the growth of the Tech Women Community up to 400 members mainly through community and support activities developed and described at, and 1.4.

## Activity 1.4: Min 20 community driven initiatives organized

Driven by the idea of being suitable for community events and activities, iHub will organize and run regular community events. These will be in the form of breakfasts or evening dedicated activities. We will attract additional partners and sponsors for each of them to facilitate proper networking on dedicated topics.

Deliverables for 1.3 and 1.4:

- Min 400 women part of tech women network
- Min 20 community events for min 400 people organized
- Media Reach 10,000

## Activity 1.5: Min 5 success stories to empower women in Tech

We will continue to describe women in Tech, Tech Women ambassadors and develop activities aiming to raise the profile of successful women in Tech.

Using a large variety of channels, tools and methods, the campaign will focus on the following directions:

- Media campaign: IT career success stories and news. Producing and publishing IT Career related materials
  on local high traffic websites. The materials will approach stringent aspects related to the foundation,
  premises and requirements for a successful career in IT, the importance of IT studies and extracurricular
  projects and initiatives, various aspects of career paths, professional growth, working environment,
  recommendations for continuous development.
- 2. *Social media:* Seed Forum plans to continuously promote women engagement in IT through Social media channels.



#### Activity 2.1: 2 Women Hubs created in Balti in Comrat to support girls and women in their STEM careers

Following the successful example of opening in January 2021 the Women Hub in Chisinau on the premises of iHub Green, we would like to replicate this model in the regions Balti along the Tekwill ICT Excellence Center planned on the premises of the Center for Technology Transfer and Innovation created by USARB, and in Comrat on the premises of the future EU4Innovation Centre implemented by ATIC with the support of EU through Sweden.

The concept of women-friendly corners and women dedicated spaces will be developed in the regions to spread the same idea and concept.

# **Objectives:**

- 1. Provide access to better paid jobs by providing access to infrastructure, educational services and entrepreneurship support services
- 2. Create premises for ICT services and products adoption
- 3. Foster innovation and create an entrepreneurship culture.
- 4. Develop a whole IT oriented, innovative ecosystem.
- 5. Provide entrepreneurship development services for a minimum of 300 people.
- 6. Grow the iHub Network
- 7. Reconversion of non IT towards IT by providing facilities for vulnerable groups
- 8. Contribute to COVID-19 recovery

#### The main functions of the center will be:

- 2. Provide access to digital tools for socially vulnerable groups
- 3. Offer space for coworking to decrease teams and individual costs as part of the COVID driven trends
- 4. Foster collaborative, but also inclusive models of work, but aiming to support social distancing within the space
- 5. Offer the facilities for new idea generation and taking ideas to market as part of the opportunity building component.
- 6. Reconvert people towards digital jobs as part of progressive work towards better opportunities
- 7. Offer training and capacity building programs in:
  - Technical skills (software, hardware, networking, mobile, etc)
  - Soft skills (project management, communication, etc).
- 8. Create industry demanded specialists, services and trainers and support people get better jobs

To create elements supporting women in their work we would like to invest into existing infrastructure as follows:

- a) Dedicated rooms for women for their needs
- b) Dedicated Training room for women
- c) Inclusion of the green concept as part of the coziness for women
- d) Special equipment for the training room
- e) Decoration elements that help women get concentrated and feel comfortable
- f) Promotion of women engagement by providing specific space for working moms (women spaces, children spaces, etc) being affected by the COVID crisis

## **Deliverables:**

- 2 regional functional Women Hub
- Min 2 services developed in the regions



#### **Academia Involvement**

The Women Hubs in Balti and Comrat will be established based on the Chisinau model, in partnership with regional Universities. The Women Hub in Balti will operate on the premises of USARB and in Comrat on the premises of Comrat State University. The cooperation with academic institutions will be not purely through the offered spaces but also through common activities and collaboration in their organization. We envision having academia involved with mentorship activities and will support students' access to the planned activities.

The universities will also ensure sharing of experience by involvement of professors-mentors in the planned activities by delivering some technical sessions to girls and women. We will cooperate with academia while targeting students into projects and during the elaboration of a strategy on students' involvement in women hubs' activities.

The working plan will be elaborated in partnership with UN Women support for aligning proposed interventions to the strategic priority of women economic empowerment.

Setting up the Women Hubs in universities' premises will ensure sustainability and operation of the hubs after project closure. Earlier collaboration with academia will contribute to women inclusion and equality in various Tech activities.

#### Activity 2.2: Min 4 projects supported to empower women in Tech

Support private initiatives to engage Women freelancers and entrepreneurs based on a public call in partnership with the Tekwill project.

iHub will launch a call for projects to support women driven projects. These may be services and products that are developed exclusively by women and support women engagement in the regional Women Hubs to increase the interest of women in ICT.

#### **Deliverables:**

- Min 4 projects supported to build women self confidence in IT
- One support program developed

# Activity 2.3: Min 2 idea hackathons organized with a regional impact

To engage more women in Tech we will explore the organization of a variety of vertical driven events on various topics: Equalization of gender balance in IT, Development of Verticals: FinTech, AgTech, HealthTech, EdTech, DeepTech, WineTech, FashionTech etc.

We will follow the purpose to create a women only event over 2 days, where we can bring together girls and women from the fields of marketing, design, software development, testing, IT, programming, etc., who will analyze the gender imbalance in IT and come up with solutions to attract more girls and women to pursue a career in IT or get directly involved in the development of various industries.

Possible Partners: UN Women, Izarra, XY partners, GirlsGoIT, Tech Women Moldova

## **Deliverables:**

- Min 80 participants
- Min 10 ideas generated
- Min 5000 media reach



#### Activity 3.1: Women in Online Work program organized in Balti and Comrat with min 100 participants

**The Training Program** will offer 100 women from Balti and Comrat, from rural regions to acquire necessary IT competencies and skills for accessing various international platforms for providing freelance services

Action 1: Assessment and development of 3 relevant women applicable courses (WordPress/Tilda builder, Social Media Marketing/Google Ads, Content writing and communication) based on 3 different directions. To speed up the process, the courses may be part of the existing palette, but applicable for the regions already Action 2: Launch of enrolment. Seed Forum will launch enrollment for the participation of women in rural areas, assessing their capacity to learn a new domain and motivation to pursue a career in the IT field. Action 3: Delivery of online tech skills training for 100 women, dividing them accordingly to different courses, in conformity to their capacities and intentions. The duration of the courses varies from 3-4 months. The women selected for online courses will get support from mentors and teams, so they can overcome obstacles, which usually women face.

#### Activity 3.2: One Mentors Program supported for women in the regions

Support in the development of personal profiles and registration on international platforms. After finalizing courses, women will be familiarized and supported in registration on international platforms for participation in the development of the various projects, products, or offering services.

Assistance in getting initial job offers/internships/other opportunities. 100 graduates of online training and boot camps will be continuously supported and assisted by HR professionals, during the first weeks of receiving first job offers or other opportunities, who will help them to overcome barriers and search for opportunities.

#### Deliverables for 3.1 and 3.2:

- 100 graduates assisted in registering for the international platform
- 100 women get assistance for getting job opportunities as freelancers
- 5 success stories
- Media reach of 10 000 users

Activity 3.4: Min 15 career orientation events in 3 Women Hub(s) (partners Tekwill, Tech Women)

**Initial Career Orientation** for an average of 20-30 women/session about the potential of a Career in ICT, its requirements, and what is needed to provide the reconversion towards IT. The sessions will be held by women professionals in the IT field.

Over 300 women and girls will improve their comprehension of general or specific topics related to a career in IT, acquire new skills, and increase their level of confidence through experience sharing, knowledge transfer, and networking activities promoting a career in STEM.

The offline events will offer the participants the opportunity to learn valuable and specific information about different specializations in IT, roles, career paths, requirements, and benefits of a career in IT, but also tips, practical suggestions on the actions they can take to prepare for an IT career. The sessions will be delivered by IT professionals from local companies. Each event will include 3 sessions of up to 30-45 minutes, each session addressing a specific IT career direction. For an awareness-based online campaign related to women's engagement, Seed Forum in partnership with Tekwill will use the online and offline methodology to promote women's engagement. Adjacent networks such as Women Digital Center, Tech Women, and others will be used to attract more women and girls into IT.

## **Deliverables:**

- 300 girls learned about various IT career paths and roles and will get valuable insights about the motivations, opportunities, and requirements that lay the foundation of a successful career in IT
- 300 girls and women are informed about IT career opportunities

Coaching will take place weekly. See details in the timeline below.



## **Component 4: Implementation Plan**

## Implementation Plan

Project No:	Project Name: Empowering Women Hub Networks								
Name of Pro	oponent Organization: Seed Forum Moldova								
Brief descri	ption of Project								
the world, a mobilize mo	consideration the shortage of human capital for the ICT industry in Moldova and in attracting more women can make a difference. For this call we believe we can bre women and girls to pursue education, training, decent jobs, and productive it in male-dominated fields, particularly in STEM/ICT;								
are soon to required, as	- Raise awareness among parents and families, as well as teachers and peers of girls that are soon to choose a career, helping them understand the STEM/ICT careers and the skills required, as suggested in the UN Women study on "Motivations and barriers for girls and women in STEM and ICT domains".								
	ovide mentoring, peer support, capacity building and knowledge dissemination nen from various groups to access available economic opportunities.								
- Lev	verage use of innovation to increase women's and girls' awareness and access to								
skills and di	gital jobs.								
the awarene	- develop and implement a subgrating scheme to finance activities related to support the awareness and strengthening capacities in the field of STEM, as well as and to support innovative tech businesses. (Procurement of equipment not eligible)								
1	Project Start and End Dates: December 2021 – September 2022								



Brief Description of Specific Results (e.g., Outputs) with corresponding indicators, baselines and targets. Repeat for each result :

Result #1: Capacity Building for Chisinau based Women Hub

- Min 10 women receive support and access to Women Hub services
- Community of Women grown to min 400 representatives
- Min 20 community driven initiatives organized
- Min 5 success stories to empower women in Tech

**Result #2:** Expansion of Women Hub to Comrat and Balti in partnership with Tekwill project

#### **Indicators**:

- 2 Women Hubs created in Balti in Comrat to support girls and women in their STEM careers
- Min 4 projects supported to empower women in Tech
- Min 2 idea hackathons organized with a regional impact

Result #3: Tech Women network fortified through capacity building activities

- Women in Online Work program organized in Balti and Comrat with min 100 participants
- One Mentors Program supported for women in the regions
- Min 15 career orientation events in 3 Women Hub(s)

List the activities necessary to produce the results Indicate who is responsible for each activity

Duration of Activity in Months (or Quarters)



Activity	Responsible	1	2	3	4	5	6	7	8	9	10
Result #1: Capacity Building for Chisinau based Women Hub											
1. Min 10 women receive support and access to Women Hub services	Irina Grisca										
2. Community of Women grown to min 400 representatives	Olga Graur (ATIC)										
3. Min 20 community driven initiatives organized	Irina Grisca										
4. Min 5 success stories to empower women in Tech	Outsourced stories to the new Tech Women Ambassadors										
Result #2: Expansion of Women Hub to Comrat and Balti in partnership with Tekwill project											
2 Women Hubs created in Balti in Comrat to support girls and women in their STEM careers	Ana Chirita/Sergiu Voitovschi										



Min 4 projects supported to empower women in Tech	Irina Grisca										
2 idea hackathons organized with a regional impact	Irina Grisca/Maria Nemciuc										
Result #3: Tech Women network fortified through capacity building activities											
Women in Online Work program organized in Balti and Comrat with min 100 participants	Olga Graur										
One Mentors Program supported for women in the regions	Irina Grisca/Olga Graur										
Min 15 career orientation events in 3 Women Hub(s)	Irina Oriol (ATIC)										

#### **Monitoring and Evaluation Plan**

The monitoring and evaluation of the project will be done on a monthly basis by the implementing team. Seed Forum will receive support from ATIC and Tekwill will strive to ensure representation of girls from low income families, social vulnerable girls, and different ethnic groups. Seed Forum Moldova through iHub will place special emphasis on increasing female participation in IT skills training, workforce and entrepreneurship development initiatives, implemented within the project. As a rule, we will make sure that gender issues are considered as part of developing each activity, and, when possible, we will incorporate proactive measures to support increased female participation, or counteract any actual or potential disadvantages identified.



The methodologies used to consider impact will be:

- o Improved opportunities for men and women to access, use and benefit from ICTs;
- o Shared control over decision-making and resources related to ICTs;
- o Improvements in women's income from the use of ICTs in the project;
- More women entering the ICT technical workforce;
- More women using ICTs as a result of the project;
- o Increased access to relevant information for women and men;

Through the activities we will run, we will try to determine and adjust the activities on a quarterly basis based on the maximum result to be achieved.

Taking into consideration the fact that ATIC is a membership based organization, it will include private sector representatives, community members and especially TECH Women.

Appendix 1 includes an overview of indicators and methodology of monitoring and evaluation.

The activities will facilitate feedback inputs before, during and after the courses via surveys and personal discussions with participants. As for the Startup Academy, the satisfaction level of participants will be adjusted via three surveys that will be deployed during the course delivery, in weeks 3, 5, 7. Also, the project manager will hold regular personal discussions with participants in order to gauge their satisfaction.

#### **Component 5: Risks to Successful Implementation**

Identify and list any major risk factors that could result in the activities not producing the expected results. These should include both internal factors (for example, the technology involved fails to work as projected) and external factors (for example, significant currency fluctuations resulting into changes in the economics of the activity). Describe how such risks are to be mitigated.

Include in this section also the key **assumptions** on which the activity plan is based on. In this case, the assumptions are mostly related to external factors (for example, government environmental policy remaining stable) which are anticipated in planning, and on which the feasibility of the activities depend.



Risk	Risk type	Contributing factors	Impact	Mitigating actions
Low interest of girls for STEM education (insufficient number of participants identified for activities)	Activities' Risk	<ul> <li>Fear to choose a career in ICT</li> <li>Insufficient communication towards girls being offered ICT/STEM Education</li> </ul>	High	- Continuous communication - Inclusion of
A significant number of teams fail to deliver a business plan	Activities' risk	<ul> <li>Poor monitoring of students' activity from organizers</li> <li>Students find the content not useful</li> <li>Lack of grading mechanisms.</li> </ul>	High	- Satisfaction assessment for every 2 weeks via surveys  - Periodic deadlines given to students in terms of content preparation  - A sound grading evaluation mechanism of student effort. Eg. the teams who deliver content at every intermediary deadline receives bonus points from investors at pitching day



Dropout rate	Activities' risk	<ul> <li>Lack of interest</li> <li>Too difficult</li> </ul>	Medium	<ul> <li>Choose a sufficiently big number of students and run initial interviewing with them.</li> <li>Constantly monitor the activities</li> </ul>
Lack of interest, cooperation, and active participation of local stakeholders	Activities' risk	- Delays in implementation and/or risk of local rejection	Medium	Agreements are in place for a minimum 5-year term
Lack of partnerships	Activities' risk	A negative perception of the project.	Low	The implementing team will constantly look to attract new activities to the Women Hub(s) through a diversity of partnerships. Special status will also be given to partners investing or contributing to the Centre
Delays in construction	Activities' risk	Negative image, delays in project implementation	Medium	Strong partnership with ATIC/Tekwill as a more experienced partner in this sense



Covid-19 or other epidemic/pandemic situation with far-reaching mitigation efforts	Activities' risk	Can slow down the implementation of the project in terms of refurbishment, face-to-face events, and availability of partners.	High	Monitor closely the situation and evaluate lessons learned from the mitigation efforts, such as transferring to online events and platforms, assess impact on the ICT sector and education sector processes.  Flexibility to move programs online
Corruption issue	Internal Risk	Damaged Image, mismanagement of the funds, negative perception on the market	Low	The decisions will be taken following internal control procedures
Insufficient team capabilities	Internal Risk	Mismanagement of the funds	Low	Partnering with experience partners







## **Annex 5: Funding Authorization and Certificate of Expenditures (FACE Form)**

Funding Authorizati	Funding Authorization and Certificate of Expenditures				UN Women					Date: DD/MM/YYYY			
Country:         XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX												Type of Request:  Direct Cash Ti Reimburseme Direct Paymen	ransfer (DCT) nt
Currency:				Bud	get			REPOR	RTING		REQUEST	S / AUTHOR	RIZATIONS
Activity Description	from AWP with Duration	Activity ID	General ledger code	2018 AWP Jan_Dec 2018	Planned Expenditure	Balance	Authorised Amount  MM-MM YYYY A	Actual Project Expenditure B	Expenditures accepted by Agency	Balance D = A - C	New Request Period & Amount MM-MM_YYYY E	Authorised Amount F	Outstanding Authorised Amount G = D + F
						0		3					0
						0							
						0							
						0							
						0							
Total				0	0	0	0	0	0	0	0	0	0

Accrued Interest for this period: Total accrued interest to date:





$\Box$											
CI	ERTIFICATION		J								
Th	The undersigned authorized officer of the above-mentioned implementing institution hereby certifies that:										
	The funding request shown above represents estimated expenditures as per AWP and itemized cost estimates attached.										
	The actual expenditures for the period stated herein has been disbursed in accordance with the AWP and previously approved itemized cost estimates. The detailed accounting documents for these expenditures can be made available for examination, when required, for the period of five years from the date of the provision of funds.										
Da	ite Submitted:			Name:	Title:						
NO	NOTES: * Shaded areas to be completed by the UN Agency and non-shaded areas to be completed by the counterpart.										
EC	OR UN Women USE ONLY:										
+	Approval by Programme Officer:		Approval by Finance Officer:			C					
	Signature :		Signature :								
	Name :		Name :								
	Title : Programme Officer										
	Date :		Title : Finance Officer								
			Date :								
				_							
					FACE Form (Request	t for funds)					





# **Annex 6: Progress Report Form**

Template for Quarterly Progress Report (to be submitted with FACE form on a quarterly basis)

_		eport (to be	Jubili	ILLEG WILL FACE TOTAL
Section 1. Project a	and Partner Overview			
1.1 Project	UN Women Office			
reference	Project Title			
	Agreement Reference No.			
1.2 Organization	Organization / Acronym			
information	Name of Partner Authorized Official			
	Title of Authorized Official			
	Email of Authorized Official			
	Phone of Authorized Official			
	Name of Project Focal Point			
	Title			
	Email			
	Telephone			
1.3 Project	Project Duration			
Information	Start Date	DD/MM/YYYY		
	End Date	DD/MM/YYYY		
	Reporting period	From MM/YYYY t	to MM/Y`	YYY
1.4 Budget	Project budget	Currency, value	!	
information	UN Women Contribution	Currency, value	!	
	Funds received to date	Currency, value	:	% of total
1.5 Signature of Partner Authorized Official		Date	):	





### 2. Reporting on Results Achieved

The table below provides an overview of results achieved during the reporting period and cumulatively since the onset of the project.

Planned Activities (Al activities (if any), liste Project Duration must I	Budget (for	Cumulative Expenditure till the Reporting Period	Achievements in Reporting Period <sup>1</sup>	Cumulative Progress To Date Towards Results <sup>2</sup>	Approximate annual Project Completion of Activity (%)	
Output 1:						
Activity 1:						
	Sub activity (if included in the Work Plan)					
Activity 2:						
	Sub activity (if included in the Work Plan)					
Output 2:						
Activity 3:						
	Sub activity (if included in the Work Plan)					
Activity 4:						
	Sub activity (if included in the Work Plan)					
Challenges/ bottlenecks faced in the reporting period						
Proposed way forward						

DS

<sup>1</sup> Succinct narrative account of status of implementation of activities, including clear identification of planned activities not yet implemented, with reasons why. Supporting evidence must be available.

<sup>&</sup>lt;sup>2</sup> Narrative assessment/summary of progress of how activities completed contribute to t achievement of the Workplan specific indicators. List the Workplan indicator(s) and target(s) and report against their progress



FOR UN Women OFFICE USE ONLY	Rating	Comment if applicable
Overall progress of the	On Track	
progress report	Constrained	
	No Progress	
	Due to be Initiated Later	
	Met	
Name of UN Women Project	Manager	
Title of UN Women Project N	<b>J</b> anager	
Signature:		Date:



## Milestones

Milestone Description	Milestone Date	Reporting Due Date	Milestone Amount	Actual Amount
Tranch	22-Dec-21	11-Apr-22	567,225.00	0
Tranch 2	22-Mar-22	12-Jul-22	945,375.00	0
Tranch 3	22-Jun-22	20-Oct-22	378,150.00	0





# BUDGET Empowering Women Hub Network CFP No. UNW-ECA-MDA-CFP-2021-006

						Solicited	1USD=17.5
	Costs	Unit	# of Units	Unit rate (in MDL)	Total Costs (in MDL)	from UN Women	Cost Share (MDL)
1.	Human Resources (including fringe benefits)						
1.1.	Project Manager (100%) Regional facilitator (100%)	per month	10 10	18,000 18,000	180,000 180,000	180,000	
.2.	Finance Officer (50%)	per month	5	10,000	50,000	180,000	
.3. .4.	TechWomen Coordinator (50%)	per month	5	18,000	90,000	50,000 90,000	
.5.	Project Assistant (50%)	per month	10	12,000	120,000	90,000	120,000
L.6.	Procurement manager (25%)	per month	3	15,000	45,000		45,000
	Manager on behalf of ATIC(20%)	per month	10	9,000	90,000		90,000
1.7	Designal manager (2007)		10	F 200	52,000		52,000
.8	Regional manager(20%)	per month	10 20	5,200			
9	Strategic Projects Director  Subtotal Human resources	per day	20	7,000	140,000 <b>947.000</b>	500,000	140,000
	Local office				947,000	300,000	447,00
.1.	Vechicle costs	per month	10	4,000	40,000	14,000	2600
.2.	Consumables - office supplies	per month	10	1,000	10,000	10,000	2000
.3.	Other services (tel, eletricity/heating, maintenance)	per month	10	2,000	20,000	20,000	
.3.	Sub-total Other costs, services	per monun	10	2,000	<b>70,000</b>		2000
	Communication and PR				70,000	44,000	2600
	PR and Communication consultancy services		-	15.000	75.000	75.000	
.1.	Photography services	per month hours	30	15,000 700	75,000 21,000	75,000	
.2.	0.1,					21,000	
	Sub-total Communication and PR				96,000	96,000	(
	Direct interventions						
.1.	Capacity Building for Chisinau Based Women Hub  Access for 20 women to iHub Services (6 months)	person	10	10000	100000	100000	
	Community events organized within Women Hub	event material	20	4000	80000	20000	60000
	Success stories and other related materials	campaigns	5	6900	34500	34500	
	Pr Campaign to empower Tech Women Networks		3	25000	75000	75000	
	Laptops for Trainings	11	12000	132000	132000	132000	
	Cultivated Assiridated				421,500	361,500	60,000
_	Subtotal Activity 1 Expansion of Women Hub to Cahul and Balti in partnership				421,300	301,300	60,00
.2	1 1	1		120000	120,000	420.000	
	Furniture (Shelves, decoration elements)- to be presented accordic Construction/refurbishments (100m2)	m2	1 100	120000 1500	150,000	120,000	150,00
	Laptops for Trainings	laptop	30	12000	360,000	180,000	18000
	Multifunctional printer	printer	2	40000	80,000	80,000	10000
	TV	item	2	17000	34,000	00,000	34,00
	decoration	lumpsum	0	30000	0	0	34,00
	women corners	item	2	15000	30,000	30,000	
	Branding signs	sign	2	10000	20,000	20,000	
	braining signs	project		10000	40,000		
	6 Projects support in the regions		4	10000		40,000	(
	Hackathons realization	hackathon training	2	80000	160,000	50,000	90000
		- auming	1				
					40.000	20,000	20000
	training of local teams		1	40000	40,000		
	Subtotal Activity 2		1	40000	1,034,000	540,000	
.3.		es	1	40000		540,000	
	Subtotal Activity 2	es program	1	400,000			474,00
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program	program	1	400,000	<b>1,034,000</b> 400,000	200,000	200000
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program Mentors for mentorship program	program	1 25	400,000	<b>1,034,000</b> 400,000 62,500	200,000 37,500	20000 2500
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program Mentors for mentorship program Career Orientation	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000	200,000 37,500 12,000	20000 2500 300
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program Mentors for mentorship program Career Orientation Women in Tech Gala	program	1 25	400,000	1,034,000 400,000 62,500 15,000 200,000	200,000 37,500 12,000 100,000	20000 2500 300 10000
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000 200,000 677,500	200,000 37,500 12,000 100,000 <b>349,500</b>	20000 2500 300 10000 32800
	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3 Sub-total Direct interventions	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000 200,000 677,500 2,133,000	200,000 37,500 12,000 100,000 349,500 1,251,000	20000 2500 300 10000 32800 862,00
.3.1.	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program  Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3 Sub-total Direct interventions Subtotal costs of the actions (1 - 6)	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000 200,000 677,500	200,000 37,500 12,000 100,000 <b>349,500</b>	20000 2500 300 10000 32800 862,00
.3.1.	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program  Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3 Sub-total Direct interventions Subtotal costs of the actions (1 - 6) Indirect costs	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000 200,000 677,500 2,133,000 3,150,000	200,000 37,500 12,000 100,000 349,500 1,251,000	20000 2500 300 10000 32800 862,00
.3.1.	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program  Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3 Sub-total Direct interventions Subtotal Costs of the actions (1 - 6) Indirect costs Administrative costs/Contingency 5%	days event event	1 25 15 1	400,000 2,500 1,000 200,000	400,000 62,500 15,000 200,000 677,500 2,133,000 3,150,000	200,000 37,500 12,000 100,000 349,500 1,251,000 89,750	200000 25000 3000 100000 <b>328000</b> <b>862,000</b>
3.3.1. 3.5.1. 3.5.2.	Subtotal Activity 2 Tech Women network fortified through capacity building activitie Women in Online Work Program  Mentors for mentorship program Career Orientation Women in Tech Gala Subtotal Activity 3 Sub-total Direct interventions Subtotal costs of the actions (1 - 6) Indirect costs	program days event	1 25 15	400,000 2,500 1,000	400,000 62,500 15,000 200,000 677,500 2,133,000 3,150,000	200,000 37,500 12,000 100,000 349,500 1,251,000	200000 25000 3000 100000 328000 862,000 1,335,000





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