

**LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
INTERNATIONAL ORGANIZATION FOR MIGRATION
ON THE IMPLEMENTATION OF THE PROJECT
“SUPPORT TO GENDER RESEARCH IN AZERBAIJAN “**

Dear Mr. Serhan Aktoprak,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as “UNDP”) in the Republic of Azerbaijan and officials of International Organization for Migration (hereinafter referred to as “IOM”) with respect to the realization of activities by IOM in the implementation of the project ID 00065653 “Support to Gender Research in Azerbaijan”, as specified in Attachment 1: Project Document, to which IOM has been selected as implementing partner.
2. In accordance with the Project Document and with the following terms and conditions, we confirm our acceptance of the activities to be provided by IOM towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as “Activities”). Close consultations will be held between IOM and UNDP on all aspects of the Activities.
3. IOM shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial Regulations and Rules.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of IOM shall not be considered in any respect as being the employees or agents of UNDP. UNDP does not accept any liability for claims arising out of acts or omission of IOM or its personnel, or of its contractors or their personnel, in performing the Activities or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by IOM, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with IOM shall work under the supervision of the designated official of IOM. These subcontractors shall remain accountable to IOM for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to IOM, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. IOM shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. IOM shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when IOM is aware that the budget to carry out these Activities is insufficient to fully implement the project in the manner set out in the Attachment 2. UNDP shall have no obligation to provide IOM with any funds or to make any reimbursement for expenses incurred by IOM in excess of the total budget as set forth in Attachment 3.

8. IOM shall submit a cumulative financial report each quarter (30 June, 30 September and 31 December). The report will be submitted to UNDP through the UNDP Resident Representative within 60 days following those dates. The format will follow the standard UNDP expenditure report [a model copy of which is provided as Attachment 4]. UNDP will include the financial report by IOM in the financial report for the project ID 00065653 "Support to Gender Research in Azerbaijan".
9. IOM shall submit such progress reports relating to the Activities as may reasonably be required by the project manager in the exercise of his or her duties.
10. IOM shall furnish a final report within 12 months after the completion or termination of the Activities, including a list of non-expendable equipment purchased by IOM and all relevant audited or certified financial statements and records related to such Activities, as appropriate, pursuant to its Financial Regulations and Rules.
11. Equipment and supplies that may be furnished by UNDP or procured through UNDP funds will be disposed as agreed, in writing, between UNDP and IOM.
12. Any changes to the Project Document which would affect the work being performed by IOM in accordance with Attachment 2 shall be recommended only after consultation between the parties.
13. For any matters not specifically covered by this Letter, the Parties would ensure that those matters shall be resolved in accordance with the appropriate provisions of the Project Document and any revisions thereof and in accordance with the respective provisions of the Financial Regulations and Rules of the IOM and UNDP.
14. The arrangements described in this Letter will remain in effect until the end of the project, or the completion of activities of IOM according to Attachment 2, or until terminated in writing (with 30 days notice) by either party. The schedule of payments specified in Attachment 3 remains in effect based on continued performance by IOM unless it receives written indication to the contrary from UNDP.
15. Any balance of funds that is undispersed and uncommitted after the conclusion of the Activities shall be returned within 90 days to UNDP.
16. Any amendment to this Letter shall be effected by mutual agreement, in writing,
17. All further correspondence regarding this Letter, other than signed letters of agreement or amendments thereto should be addressed to Mr. Fikret Akcura, Resident Representative, UNDP, address: 3 UN 50th Anniversary Street, Baku AZ1001.
18. IOM shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.
19. UNDP may suspend this Agreement, in whole or in part, upon written notice, should circumstances arise which jeopardize successful completion of the Activities.

20. Any dispute between the UNDP and IOM arising out of or relating to this Letter which is not settled by negotiation or other agreed mode of settlement, shall, at the request of either party, be submitted to a Tribunal of three arbitrators. 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 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.

21. If you are in agreement with the provisions set forth above, please sign and return to this office two copies of this Letter. Your acceptance shall thereby constitute the basis for IOM's participation in the implementation of the project.

Yours sincerely,
Signed on behalf of UNDA



Fikret Akcura
Resident Representative



Signed on behalf of IOM
Serhan Aktoprak, Officer in Charge
30 April 2012



Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 00065653 Project title: Support to Gender Research in Azerbaijan

Results to be achieved by IOM

Provide a summary of the results to be achieved by IOM, particularly the outputs they are expected to produce.

Expected major outputs as follows:

1. A final report of the research, which will be presented at the end of October 2012;
2. Legal assistance provision for at least 20 individuals of the target group.

The final report will contain a detailed analysis of the quantitative and qualitative research on the target group. The report will identify the overall needs, and gaps in policy and social protection programmes for the beneficiaries, and provide strategic recommendations for policymakers and propose intervention activities. A brief summary of topics for further detailed surveys and research, and legal assistance provided and its impact for the beneficiaries will be also included in the report.

Work to be performed by IOM

Explain the activities to be carried out by IOM.

Major activities

- Deliver a training for capacity building of surveyors/interviewers
- Conduct surveys and interviews in target regions
- Facilitate focus group discussions with selected experts, officials and NGOs
- Produce and present a final research report
- Prepare information sheets on the procedure necessary to obtain legal assistance and distribute them among the target group
- Provide legal assistance to target group in immediate needs

Description of inputs

Provide a detailed description of the project inputs by activity. This may include personnel, contracts, training, equipment, miscellaneous and micro-capital grants.

Project inputs by activity

- Deliver a training for capacity building of surveyors/interviewers
 - 1-day training for 10 surveyors/interviewers on methodologies, code of conduct and other practical skills
 - Purchase/provision of relevant learning resources such as books, e-learning materials to aid the training
- Conduct surveys and interviews in target regions
 - Survey/interview 200 persons for quantitative and qualitative information gathering
- Facilitate focus group discussions with selected experts, officials and NGOs
 - 5 facilitated focus group discussions
- Produce and present a final research report
 - A final report (70 hard-copies with a PDF version) with findings and recommendations in English and Azerbaijani
 - A presentation for sharing the research results with partners and other concerned stakeholders

- Prepare information sheets on the procedure necessary to obtain legal assistance and distribute them among the target group
- Production of information sheets on the legal assistance
- Dissemination of the sheets to at least 200 individuals
- Provide legal assistance to target group in immediate needs
- Provision of legal assistance for at least 20 individuals

Annexes:

Attach, as appropriate, job descriptions for consultants, terms of reference for contracts, technical specifications for equipment items, training nomination forms, etc.

Attachment 3

Scheduled of Activities, Facilities and Payments

Year 2012

EXPECTED CP OUTPUTS and indicators including annual targets	PLANNED ACTIVITIES <i>List all activities to be undertaken during the year towards stated outputs</i>	Timeframe						Planned Budget Description	Schedule of payments by UNDP			
		M1	M2	M3	M4	M5	M6		Amount	May 2012	Jul. 2012	Oct. 2012
A final report of the research, which will be presented at the end of October 2012	-Literature review, questionnaire design and review secondary sources -Deliver a training for capacity building of surveyors/interviewers							-External expert -Capacity building	1,350			
	-Conduct surveys and interviews in target regions - Facilitate focus group discussions with selected experts, officials and NGOs							-External expert -Surveys, interviews & focus group discussions	7,300			
	- Analyze surveyed questionnaires, and records of interviews & discussions -Produce and present a final research report							-External experts -Final report production & presentation	18,150			
Legal assistance provision for at least 20 individuals of the target group by the end of October 2012	-Prepare information sheets on the procedure necessary to obtain legal assistance and distribute them among the target group -Provide legal assistance to target group in immediate needs							-Legal assistance	4,000			
Staff & office costs												
IOM administrative 5% (OH)												
Total									49,999	25,000	15,000	9,999

Note:

- Expenditures for personnel services may be limited to salary, allowances and other entitlements, including the reimbursement of income taxes due and travel costs on appointment to the project, duty travel within the programme country or region and repatriation costs.
- UNDP shall be responsible for providing miscellaneous services such as secretarial assistance, postage and cable services and transportation as may be required by *[the Government ministry/institution/IGO]* in carrying out their assignment.
- Adjustments within each of the sections may be made in consultation between UNDP and *[the Government ministry/institution/IGO]*. Such adjustments may be made if they are in keeping with the provisions of the Programme Support/Project Document and if they are found to be in the best interest of the project.

