

**STANDARD LETTER OF AGREEMENT BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME AND
MINISTRY OF JUSTICE OF THE KYRGYZ REPUBLIC WITHIN THE “WOMEN AND GIRLS AS DRIVERS FOR PEACE
AND PREVENTION OF RADICALIZATION” PROJECT WHEN UNDP SERVES AS IMPLEMENTING PARTNER**

Dear Mr. Ahmetov,

1. Reference is made to the consultations between officials of the United Nations Development Programme (hereinafter referred to as “UNDP”) in the Kyrgyz Republic and officials of Ministry of Justice of the Kyrgyz Republic (hereinafter referred to as “MoJ”) with respect to the realization of activities by the MoJ within the “Women and Girls as Drivers for Peace and Prevention of Radicalization” Project (hereinafter referred to as “W-PVE”), as specified in Attachment 1: Project Document, to which UNDP 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 MoJ towards the project, as specified in Attachment 2: Description of Activities (hereinafter referred to as “Activities”). Close consultations will be held between MoJ and UNDP on all aspects of the Activities.
3. MoJ shall be fully responsible for carrying out, with due diligence and efficiency, all Activities in accordance with its Financial regulations, rules and other directives, only to the extent they are consistent with UNDP’s Financial Regulations and Rules. In all other cases, UNDP’s Financial Regulations and Rules must be followed.
4. In carrying out the activities under this Letter, the personnel and sub-contractors of MoJ 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 MoJ 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 MoJ, and its personnel as a result of their work pertaining to the Activities.
5. Any subcontractors, including NGOs under contract with MoJ, shall work under the supervision of the designated official of MoJ. These subcontractors shall remain accountable to MoJ for the manner in which assigned functions are discharged.
6. Upon signature of this Letter, UNDP will make payments to MoJ, according to the schedule of payments specified in Attachment 3: Schedule of Activities, Facilities and Payments.
7. MoJ shall not make any financial commitments or incur any expenses which would exceed the budget for the Activities as set forth in Attachment 3. MoJ shall regularly consult with UNDP concerning the status and use of funds and shall promptly advise UNDP any time when MoJ 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 MoJ with any funds or to make any reimbursement for expenses incurred by MoJ in excess of the total budget as set forth in Attachment 3.
8. MoJ shall submit a cumulative financial report each quarter (05 October 2017 and 05 January 2018). The report will be submitted to UNDP through the UNDP Resident Representative within 5 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 MoJ in the financial report for W-PVE Project (PID 103626).
9. MoJ 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. MoJ shall furnish a final report within 10 days after the completion or termination of the Activities, including a list of non-expendable equipment purchased by MoJ 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 MoJ.
12. Any changes to the Project Document which would affect the work being performed by MoJ 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 MoJ 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 MoJ 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 MoJ 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 30 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 UNDP Resident Representative in the Kyrgyz Republic at the following address: 160, Chui ave., Bishkek, UN House.

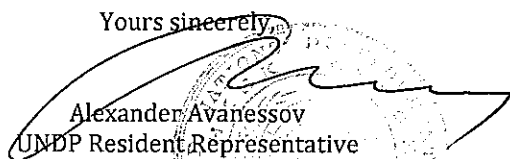
18. MoJ shall keep the UNDP Resident Representative fully informed of all actions undertaken by them in carrying out this Letter.

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 MoJ 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 MoJ participation in the implementation of the project.

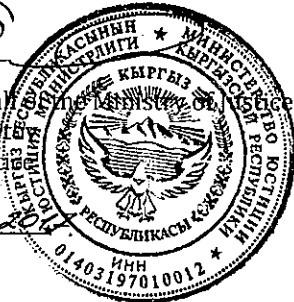
Yours sincerely,


Alexander Avanesov
UNDP Resident Representative
in the Kyrgyz Republic

Date: 16.06.2017


Signed on behalf of the Ministry of Justice in the Kyrgyz Republic
Mr. Uran Ahmet
Minister of Justice

Date: 18.07.2017



Attachment 1

PROJECT DOCUMENT

Attachment 2

DESCRIPTION OF ACTIVITIES

Project number: 103626

Project title: "Women and Girls as Drivers for Peace and Prevention of Radicalization"

Results to be achieved by MoJ:

Free legal aid guaranteed provided to women and girls at risk

Work to be performed by MoJ:

Activity 1: Provide free legal aid consultations (through organizing the work of the "Bus of Solidarity") to the local population, in particular for women of the pilot communities of the Osh, Batken, Jalal-Abad, Chui and Issyk-Kul oblasts. 16 target communities in total.

Activity 2: Disseminate information materials during the trip of the "Bus of Solidarity" in order to promote legal culture and legal awareness of citizens, in particular women, in the field of prevention radicalism and extremism.

Activity 3: To represent the interests of women and girls (in target communities of the project) posed at risk of the influence of radical extremism, in civil cases and cases of administrative violations in courts or other state and municipal bodies for at least 15 cases. The criteria for such cases might be:

- religious woman from target community, representing a particular religious community;
- case should not have a criminal component;
- related to the protection of women's rights to access to social, political, civil and economic benefits. For example, divorce, alimony, separation of property, assistance in restoring documents, determining guardianship, determining the place of residence of children, execution of court decisions, etc.

Common for all above activities: keep records of the free legal consultations provided (number, sex, age, nationality, subject/question of treatment).

**Attachment 3
Scheduled of Activities, Facilities and Payments**

Year 2017

| EXPECTED CP OUTPUTS and indicators including annual targets | PLANNED ACTIVITIES List all activities to be undertaken during the year towards stated outputs | Timeframe | | | | Planned Budget Annual Amount (KGS) | Payment schedule | | | |
|---|---|-----------|----|----|----|--|---------------------|---------------------|---------------------|---------------------|
| | | Q1 | Q2 | Q3 | Q4 | | Q3 | Q4 | Q3 | Q4 |
| Output 2.2: Free legal aid guaranteed to women and girls at risk through newly adopted law | Activity 1: Provide free legal aid consultations (through organizing the work of the "Bus of Solidarity") to the local population, in particular for women of the pilot communities of the Osh, Batken, Jalal-Abad, Chui and Issyk-Kul oblasts. 16 target communities in total. At least two times visit in each target community. | | | X | X | Transportation expenses | 880 000,00 | 440 000,00 | 440 000,00 | 440 000,00 |
| Output Indicator 2.2.1. Number of women and girls at risk who received free legal aid (obtaining birth certificates, passports, representation in courts etc.) | Activity 2: Disseminate information materials during the trip of the "Bus of Solidarity" in order to promote legal culture and legal awareness of citizens, in particular women, in the field of prevention radicalism and extremism. | | | | X | Equipment | 300 000,00 | 300 000,00 | | |
| Baseline: 0 Target: 100 | | | | | | Expert services of 5 layers | 375 000,00 | 187 500,00 | 187 500,00 | 187 500,00 |
| Output Indicator 2.2.2. Number of lawyers trained on gender sensitive approaches to PVE | Activity 3: To represent the interests of women and girls (in target communities of the project) posed at risk of the influence of radical extremism, in civil cases and cases of administrative violations in courts or other state and municipal bodies for at least 15 cases. | | | | X | Publication costs | 215 000,00 | 215 000,00 | | |
| Baseline: 0 Target: at least 20 | Activity 4: Administrative costs. | | | | X | Rent of advertising boards | 25 000,00 | 12 500,00 | 12 500,00 | 12 500,00 |
| | | | | | X | Services of lawyers | 600 000,00 | 300 000,00 | 300 000,00 | 300 000,00 |
| | | | | | X | Stationary | 60 000,00 | 30 000,00 | 30 000,00 | 30 000,00 |
| | | | | | | Internet services | 46 000,00 | 23 000,00 | 23 000,00 | 23 000,00 |
| | | | | | | Account assistant | 120 000,00 | 60 000,00 | 60 000,00 | 60 000,00 |
| | TOTAL | | | | | | 2 621 000,00 | 1 568 000,00 | 1 568 000,00 | 1 053 000,00 |

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;
- All requests for the direct payments must be submitted by the MoJ to UNDP for further processing;
- Adjustments within each of the sections may be made in consultation between UNDP and MoJ. 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.

Attachment 4

MODEL UNDP EXPENDITURE REPORT

Year 2017

| EXPECTED CP OUTPUTS and indicators including annual targets | PLANNED ACTIVITIES List all activities to be undertaken during the year towards stated outputs | Planned Budget | | Payments and Expenditures | |
|--|---|-----------------------------|---------------------|---------------------------|--------------|
| | | Budget Description | Amount | Payments Received | Expenditures |
| Output 2.2: Free legal aid guaranteed to women and girls at risk through newly adopted law | Activity 1: Provide free legal aid consultations (through organizing the work of the "Bus of Solidarity") to the local population, in particular for women of the pilot communities of the Osh, Batken, Jalal-Abad, Chui and Issyk-Kul oblasts. 16 target communities in total. At least two times visit in each target community. | Transportation expenses | 880 000,00 | | |
| Output Indicator 2.2.1. Number of women and girls at risk who received free legal aid (obtaining birth certificates, passports, representation in courts etc.) | | Equipment | 300 000,00 | | |
| Baseline: 0 Target: 100 | | Expert services of 5 layers | 375 000,00 | | |
| Output Indicator 2.2.2. Number of lawyers trained on gender sensitive approaches to PVE | Activity 2: Disseminate information materials during the trip of the "Bus of Solidarity" in order to promote legal culture and legal awareness of citizens, in particular women, in the field of prevention radicalism and extremism. Activity 3: To represent the interests of women and girls (in target communities of the project) posed at risk of the influence of radical extremism, in civil cases and cases of administrative violations in courts or other state and municipal bodies for at least 15 cases. | Publication costs | 215 000,00 | | |
| Baseline: 0 Target: at least 20 | | Rent of advertising boards | 25 000,00 | | |
| | | Services of lawyers | 600 000,00 | | |
| | Activity 4: Administrative costs. | Stationary | 60 000,00 | | |
| | | Internet services | 46 000,00 | | |
| | | Account assistant | 120 000,00 | | |
| | Total: | | 2 621 000,00 | | |