



EUROPEAN COMMISSION  
Neighbourhood and Enlargement Negotiations

E – Ukraine Service  
The Director (acting)

14 AVR. 2023

*ALes(2023)265599J*

Gerd Trogemann  
Manager UNDP Istanbul Regional Hub  
UNDP Istanbul Regional Hub Key Plaza,  
Abide-i Hürriyet Cd. İstiklal Sk. No/11, Şişli,  
34381, Istanbul, Turkey

**Subject: “Multi-country Survey by UNDP on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine”**

**Contract ref.: NDICI-GEO-NEAR/2023/442-501**

Dear Mr Trogemann,

I am pleased to inform you that the Contribution Agreement concerning the project in subject has been finalised.

You will find enclosed three (3) originals of the above-mentioned Agreement. Please duly ensure the signature (with the date) by the United Nations Development Programme (UNDP) of the three originals and return two originals to the European Commission at the following address:

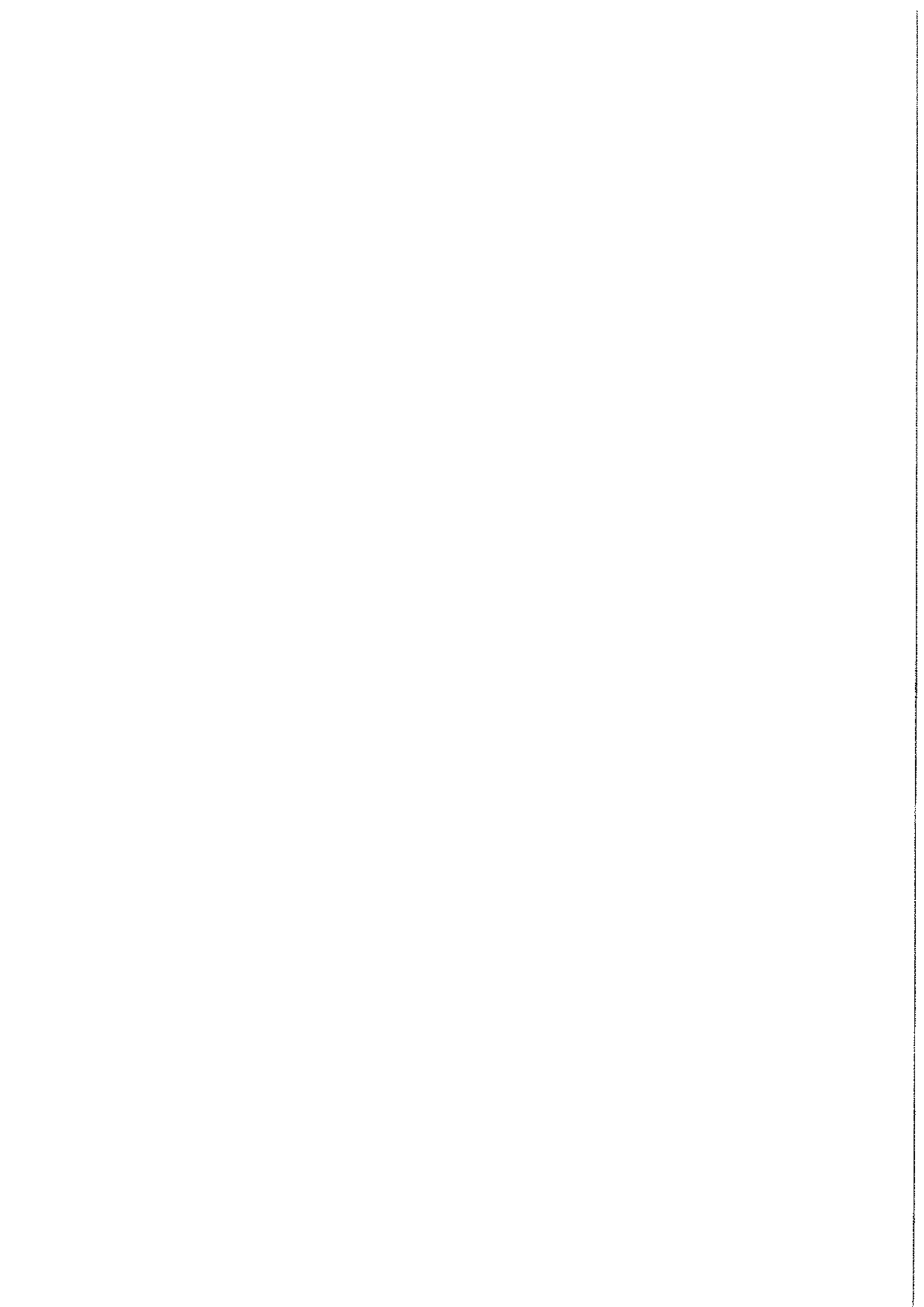
European Commission  
Directorate-General for Neighbourhood and Enlargement Negotiations – DG NEAR  
For the attention of the Head of Unit for Contracts and Finance  
Unit NEAR /R4-Office J54 3/229  
Avenue du Bourget, 1  
B-1049 Brussels

In order to avoid any delay or loss of the documents, please use express courier or registered post.

Yours sincerely,

*Anna Jarosz-Friis*  
Anna Jarosz-Friis

Enclosure: three (3) originals of the Agreement



**EUROPEAN UNION  
CONTRIBUTION AGREEMENT**

**No NDICI-GEO-NEAR/2023/442-501**  
(the "Agreement")

The European Union, represented by the European Commission (the "Contracting Authority"), first counterparty,

and

United Nations Development Programme (UNDP)  
International Organisation  
One UN Plaza  
10017 – New York, USA,  
hereinafter the "Organisation"

, second counterparty, (individually a "Party" and collectively the "Parties") have agreed as follows:

**SPECIAL CONDITIONS**

**Article 1 - Purpose**

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action "Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine" as described in Annex I (the "Action"). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is fully financed by the EU Contribution.
- 1.3 The Organisation declares that no substantial changes, which have not already been communicated to the Commission, affect the rules and procedures which have been subject to the Ex-ante Pillar-Assessment. In the performance of the activities, the Organisation shall:
- Apply its own rules and procedures for the award and management of Procurement Contracts which have been assessed in the Ex-ante Pillar Assessment
  - Apply its own rules and procedures for the award and management of Grants, which have been assessed in the Ex-ante Pillar Assessment
- 1.4 The Action is financed under the Neighbourhood, Development and International Cooperation Instrument – Global Europe.
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.
- 1.6 This Agreement is subject to the provisions of Financial and Administrative Framework Agreement (FAFA) between the European Union and the United Nations signed on 29 April 2003 and as amended on 31 December 2018.

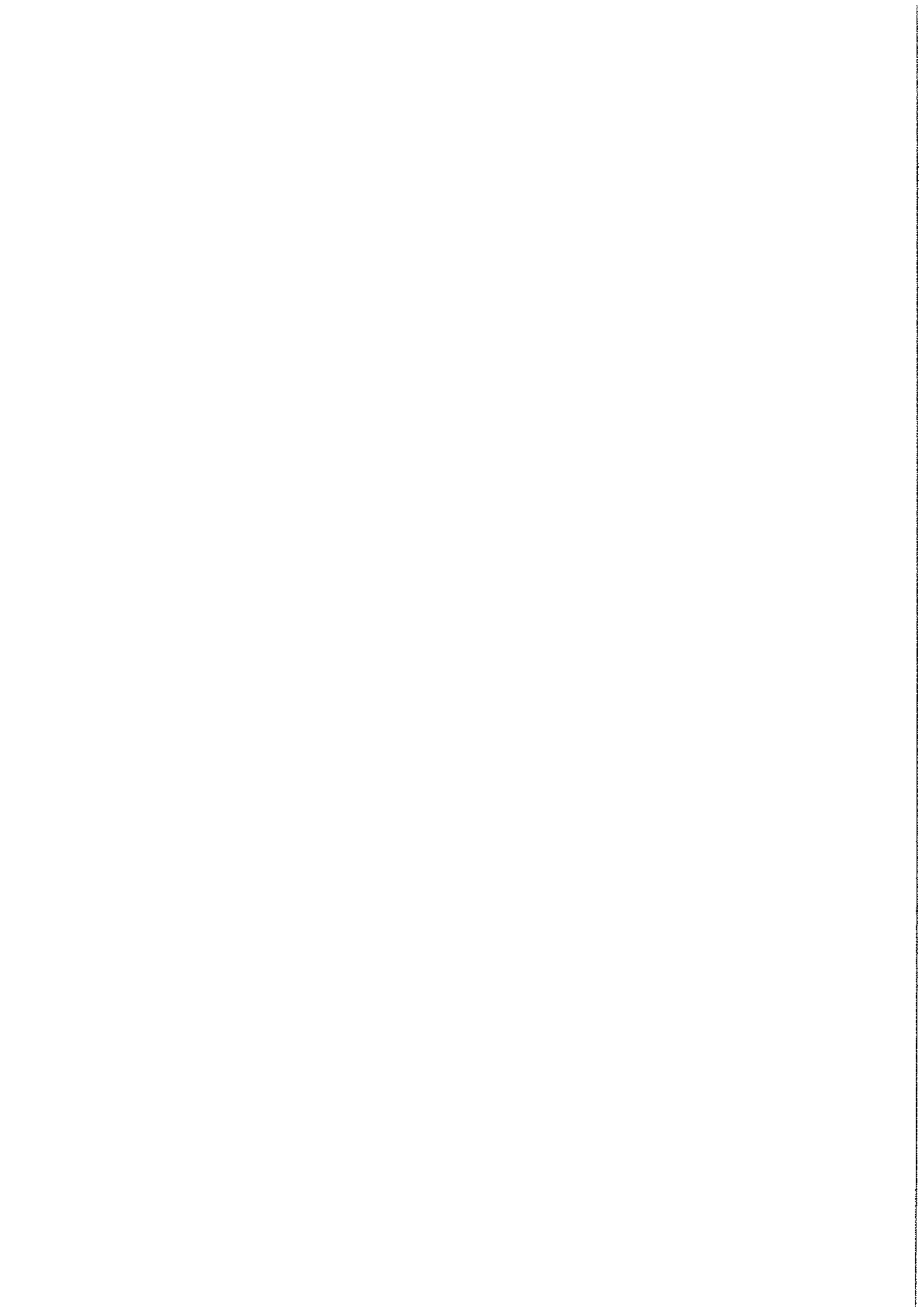
**Article 2 - Entry into Force and Implementation Period**

Entry into Force

May 2022

Contribution Agreement - Special Conditions

*mm*



2.1 The Agreement shall enter into force on the date when the last Party signs.

#### Implementation Period

2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on the day after the last Party signs.

2.3 The Implementation Period of the Agreement is 27 months.

### **Article 3 - Financing the Action**

3.1 The total cost of the Action<sup>1</sup> is estimated at EUR ("Currency of the Agreement") 1,000,000, as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 1,000,000 (the "EU Contribution").

The final amount will be established in accordance with Articles 16 to 18 of Annex II.

#### Remuneration

3.2 The remuneration of the Organisation by the Contracting Authority for the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

#### Interest on pre-financing

3.3 Interest generated on pre-financing shall not be due.

### **Article 4 - Payment Arrangements and Reporting**

4.1 The pre-financing rate is 100%.

4.2 Payments shall be made in accordance with Article 17 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment:	EUR 397,536
Further pre-financing instalment(s):	EUR 602,464 following the end of the 1 <sup>st</sup> reporting period, corresponding to the Contracting Authority's part of the forecast budget for the subsequent 15 months.
Forecast balance	EUR 0

4.3 The Organisation acknowledges that the European Commission intends to progressively introduce an Electronic Exchange System (the "System") for the electronic management of this Agreement.

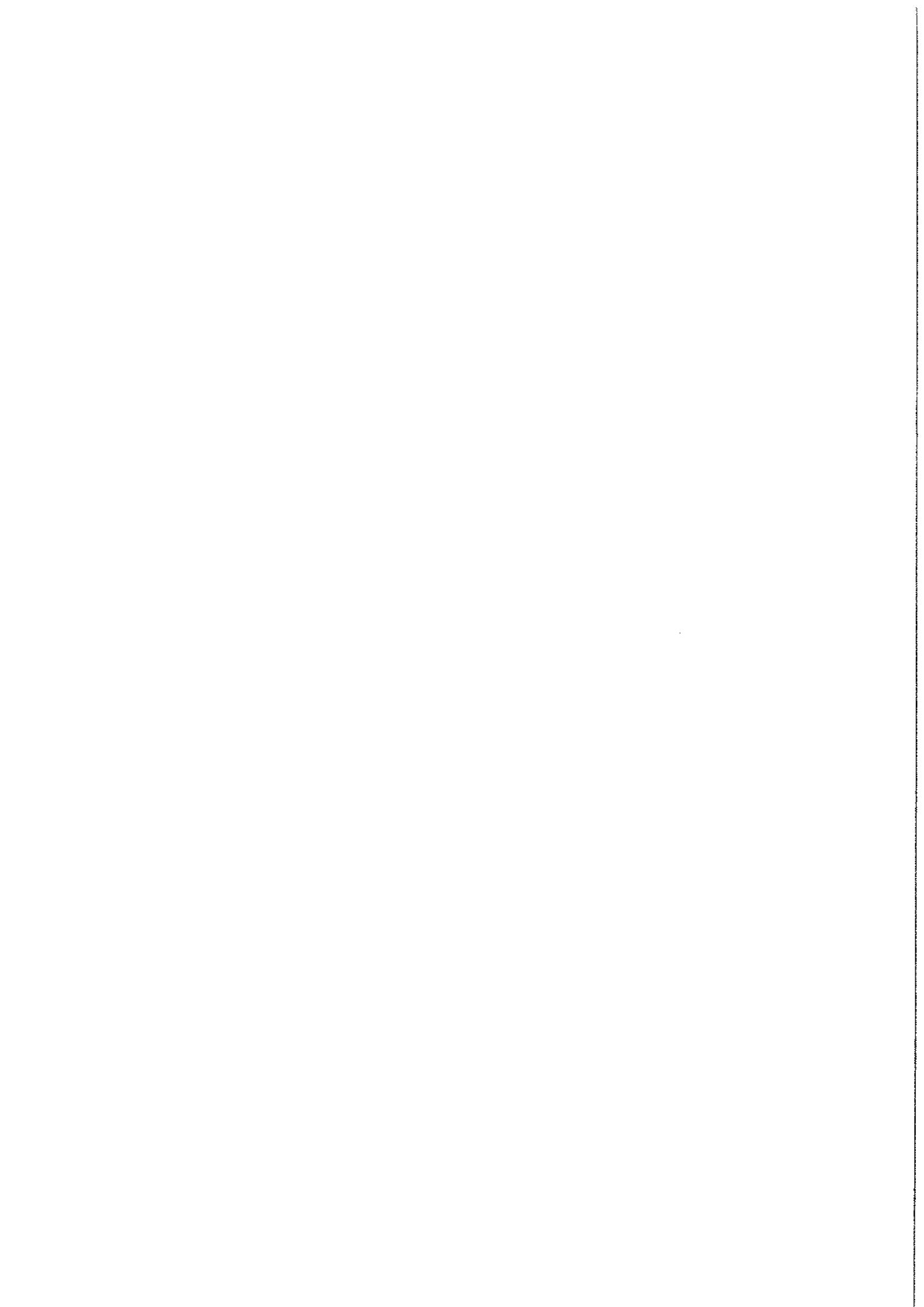
The Organisation shall submit the information referred to in Article 3.7 b) of Annex II via the System for all reports under this Agreement.

The European Commission shall inform the Organisation at least three months prior to the date on which other documents and processes related to this Agreement (including reports, payment requests, communications and formal amendments as per Article 10.1 of Annex II) are to be processed via the System.

### **Article 5 – Communication language and contacts**

5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.

<sup>1</sup> This amount is introduced only for indicative purposes. It is an estimate and its evolution does not condition the EU Contribution.



- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

European Commission  
Directorate-General for European Neighbourhood Policy and Enlargement Negotiations  
For the attention of NEAR/R/04 - Contracts and Finance Neighbourhood.

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

European Commission  
Directorate-General for European Neighbourhood Policy and Enlargement Negotiations  
For the attention of

Martin Muehleck, NEAR/E/03 - Fundamentals, Rule of Law, Anti-Fraud and Financial Management

For the Organisation

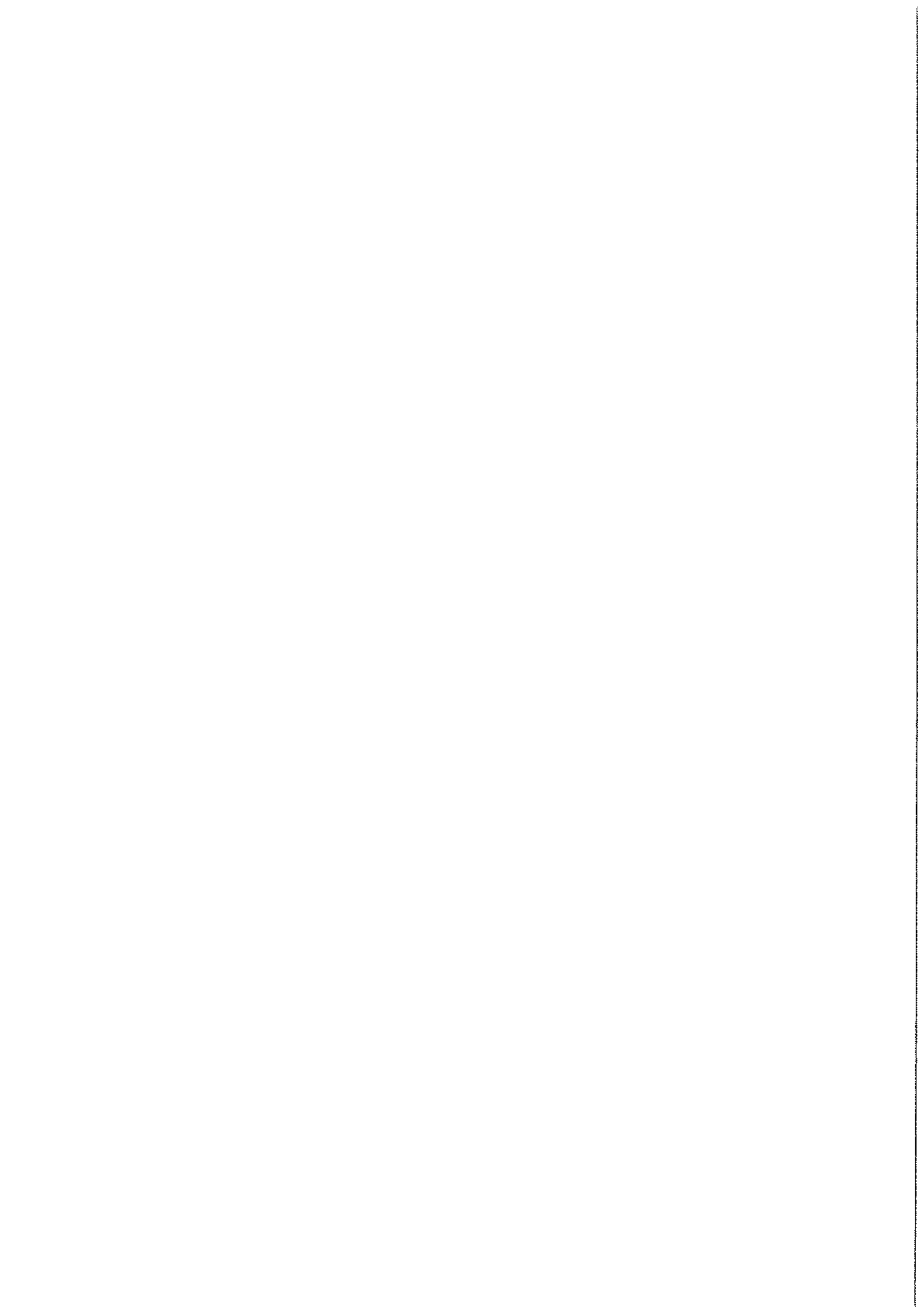
Gerd Trogemann  
Manager UNDP Istanbul Regional Hub  
UNDP Istanbul Regional Hub Key Plaza,  
Abide-i Hurriyet Cd. Istiklal Sk. No/11, Şişli,  
34381, Istanbul, Turkey  
[gerd.trogemann@undp.org](mailto:gerd.trogemann@undp.org)

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: Office of Audit and Investigations, Head of Investigation Section, United Nations Development Programme, One United Nations Plaza, DCI Building 4th Floor, New York, NY 10017, USA.
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:

Gerd Trogemann  
Manager UNDP Istanbul Regional Hub  
UNDP Istanbul Regional Hub Key Plaza,  
Abide-i Hurriyet Cd. Istiklal Sk. No/11, Şişli,  
34381, Istanbul, Turkey  
[gerd.trogemann@undp.org](mailto:gerd.trogemann@undp.org)

## **Article 6 - Annexes**

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
- Annex I: Description of the Action (including the Logical Framework of the Action)
  - Annex II: General Conditions for Contribution Agreements
  - Annex III: Budget for the Action





- Annex IV: Financial Identification Form
- Annex V: Standard Request for Payment
- Annex VI: Management Declaration template

6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other Annexes, the provisions of Annex II shall take precedence.

## **Article 7 – Additional specific conditions applying to the Action**

7.1 The following shall supplement Annex II:

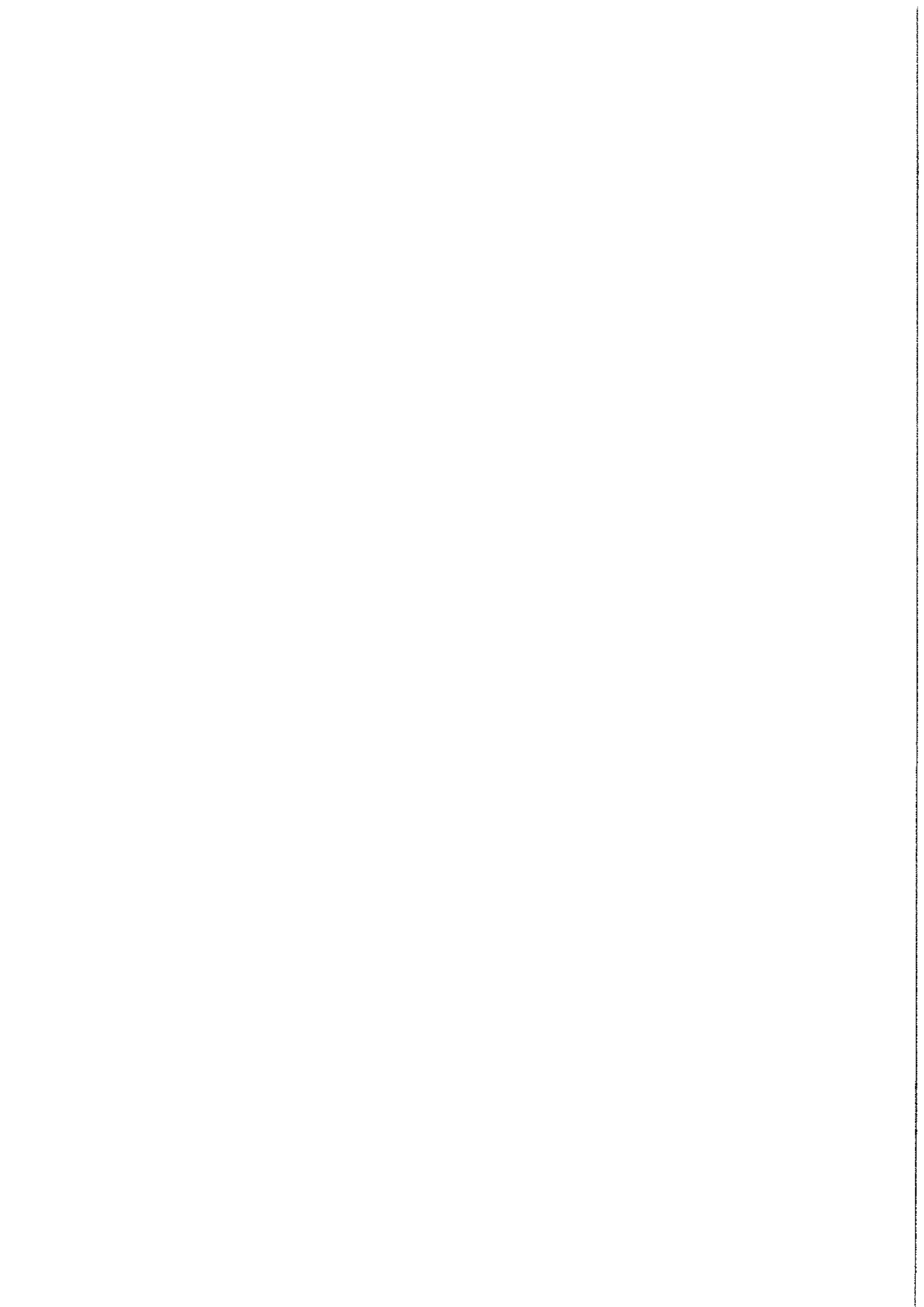
For costs of a project office:

7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation and/or the Partner(s) may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:

- a) They comply with the cost eligibility criteria referred to in Article 16.1 of Annex II;
- b) They fall within one of the following categories:
  - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.
  - ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
  - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
  - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
  - v) costs of consumables and supplies specifically purchased for the operations of the project office;
  - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
  - vii) costs of energy and water specifically supplied for the operations of the project office;
  - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation and/or the Partner(s) may declare as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action.
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

Done in three originals in the English language, two for the Contracting Authority and one for the Organisation.



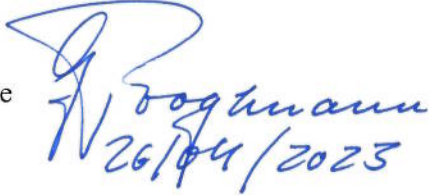


**For the Organisation**

Name Gerd Trogemann  
Position Manager, UNDP Istanbul  
Regional Hub

Signature

Date




Trogemann  
26/04/2023

**For the Contracting Authority**

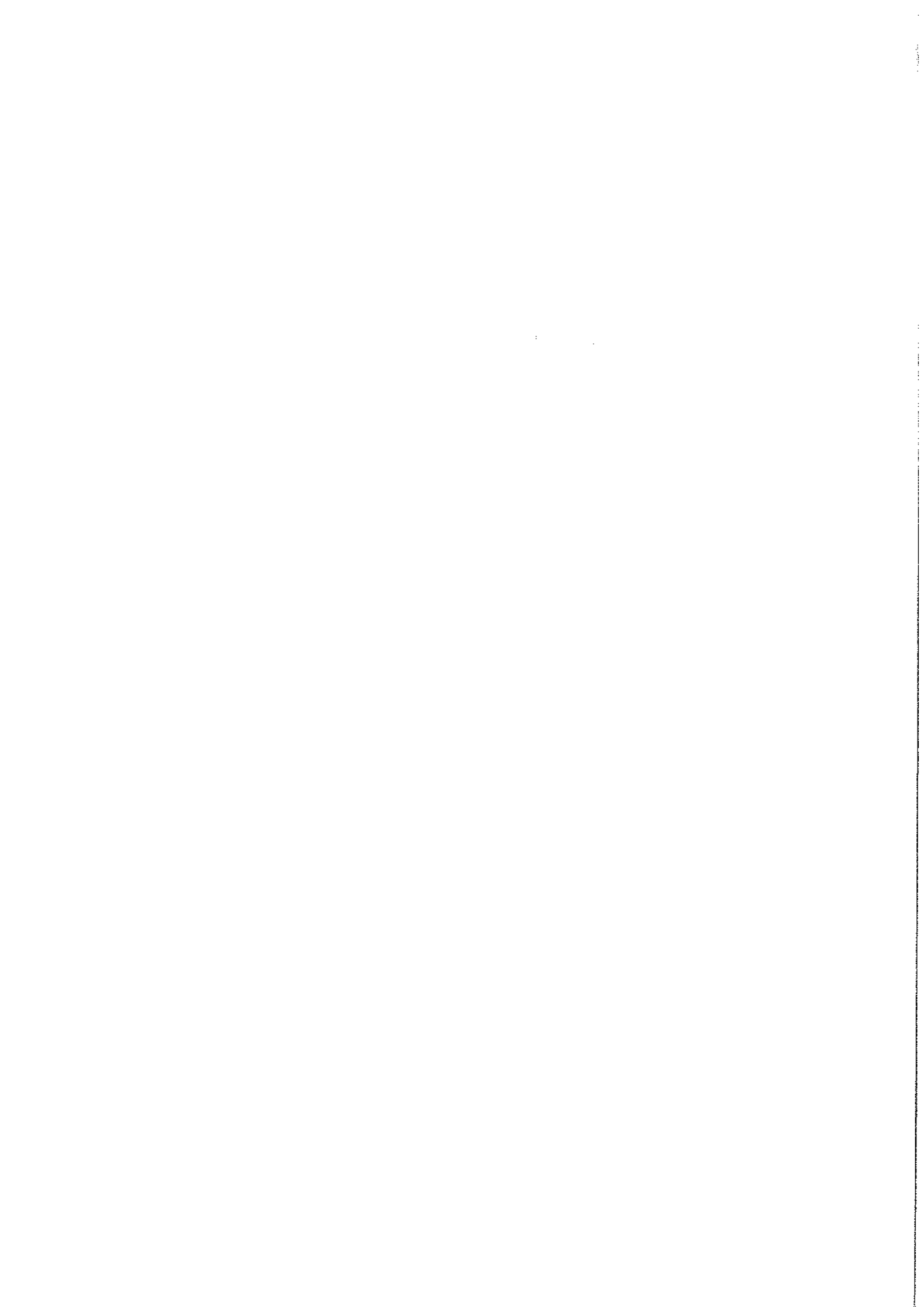
Name Anna Jarosz-Friis  
Position (Acting) Director,  
Directorate E "Ukraine  
Service" Directorate-  
General for European  
Neighbourhood Policy  
and Enlargement  
Negotiations

Signature

Date



A Jarosz-Friis  
13/4/2023



## ANNEX I – Description of the Action

**Title:** Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

**Implementing Partner:** UNDP Istanbul Regional Hub (IRH)

**Responsible parties:** UNDP IRH and UNDP Offices in Georgia, Moldova, Ukraine

**Start Date:** 1 March 2023

**End Date:**

**31 May 2025**

### Brief Description

The overall objective of the project is to narrow the gap in multi-dimensional poverty and access to socio-economic rights between Roma and non-Roma men and women in Georgia, Moldova and Ukraine by contributing to evidence-based decision-making and more informed and focused policy debate on Roma inclusion. (Note that due to the Russia's war in Ukraine, only selected provinces in the western part of the country will be covered. The exact extent of the coverage will be confirmed during the inception phase, after an evaluation of the security situation.)

The specific objectives include:

- i) Conducting community vulnerability assessments using a combination of publicly available geo-spatial, administrative and household data for all or selected Roma and neighbouring communities in Georgia, Moldova and Ukraine, including communities hosting Roma refugees or Internally Displaced Persons (IDPs);
- ii) Preparing and fielding a quantitative geo-tagged household survey in Georgia, Moldova and Ukraine, making the results available online, ready to use by those influencing Roma policy making and programme design and implementation;
- iii) Completing a contextualized qualitative survey for indepth investigation of selected topics related to Roma exclusion and the specific challenges facing Roma, Roma refugees and IDPs in Georgia, Moldova and Ukraine; making the results available online and ready to use by those influencing Roma policy making and programme implementation.
- iv) Constructing digital socio-economic vulnerability indices of Roma and non-Roma communities in Georgia, Moldova and Ukraine ready for use by those influencing Roma policy making and programme design and implementation.

Contributing Outcome Regional Programme for Europe and the CIS for 2022-2025:

RP Outcome 2. No-one left behind, centering on equitable access to opportunities and a rights-based approach to human agency and human development. (SP Outcome 2).

Indicative Output(s) with gender marker: GEN2 (for the entire project)

RP Output 2.1.1. Social protection services and systems strengthened across sectors with increased investment (SP Output 1.2)

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

Abbreviations	
ACS	Adaptive Cluster Sampling
CAHROM	Ad hoc Committee of Experts on Roma and Travellers Issues
CAPI	Computer Assisted Personal Interviewing
CIS	Commonwealth of Independent States
CO	Country Office
CoE	Council of Europe
CSO	Civil Society Organization
DG NEAR	Directorate General for Neighbourhood and Enlargement Negotiations
DHS	Demographic Health Survey
DSVI	Digital Social Vulnerability Index
EC	European Commission
ERP	Economic Reform Programme
EU	European Union
EUD	European Union Delegation
FRA	Fundamental Rights Agency
HRBAD	Human Rights Based Approach to Data
IDP	Internally Displaced People
IICPSD	Istanbul International Centre for Private Sector in Development
ILO	International Labour Organisation
IRH	Istanbul Regional Hub
LNOB	Leave No-One Behind
MICS	Multiple Indicator Cluster Survey
MPI	Multi-dimensional poverty index
NHRIs	National Human Rights Institutions
NGO	Non-governmental organization
OHCHR	Office of the United Nations High Commissioner for Human Rights,
PwD	Persons with Disabilities
RCO	United Nations Resident Coordinator's Office
SDGs	Sustainable Development Goals
SSO	State Statistical Office
TWG	Technical Working Group
UNDP	United Nations Development Programme
UNDP CO	UNDP Country Office
UNDP IICPSD	UNDP Istanbul International Centre for Private Sector in Development
UNDP IRH	UNDP Regional Hub of Europe and Central Asia
UNICEF	United Nations Children Fund
UN Women	United Nations Entity for Gender Equality and the Empowerment of Women
WB	The World Bank
WHO	World Health Organisation

AM

## I. DEVELOPMENT CHALLENGE

Roma represent one of Europe's largest ethnic minorities. Despite long shared histories with other Europeans and concentrated efforts by European and international institutions to address Roma exclusion, Roma remain one of the Europe's most vulnerable, marginalized and discriminated population groups. In addition to widespread poverty, they are regularly the victims of social exclusion and discrimination, and suffer from inadequate housing and living conditions, low levels of formal employment, and limited access to quality education and healthcare services. The impact of the COVID-19 pandemic has in many cases led to an exacerbation of the factors contributing to their exclusion<sup>1</sup>. Moreover, the conflict in Ukraine has led to large numbers of refugees and internally displaced persons (IDPs), including from Roma communities. Roma are more likely to face particular challenges in accessing support due to inter-secting vulnerabilities such as lack of personal documentation, language barriers hindering access to information, and discriminatory attitudes experienced at border crossings and among host communities.

In line with the SDGs' horizontal principle of leaving no-one behind, it is essential that the barriers to Roma inclusion are better understood and addressed. However, efforts at understanding and improving their situation have in the past often been undermined by lack of regular, reliable and comprehensive data. The availability of such data is now recognized to be one of the preconditions for drawing policy attention to and addressing the risk of exclusion and marginalization faced by large sections of the Roma population.

Over the past two decades efforts have been made to fill these data gaps on Roma living conditions. The EU (DG NEAR), WB and UNDP, for example, joined efforts to address the gaps and update existing information through the fielding of a multi-country survey on the living conditions of Roma populations in the Western Balkan countries. This cooperation is now being built on to deepen the knowledge about Roma in a different group of countries which come under DG NEAR's mandate, namely Georgia, Moldova, and Ukraine.

Despite the scattered evidence on the gaps in access to socio-economic rights between Roma and majority populations in these countries, and more recently between Roma and non-Roma refugees and IDPs fleeing from conflict zones, there has so far been no consistent programmes aimed at addressing the barriers to social inclusion and integration of Roma. It is a topic which remains largely absent from the policy dialogue, and therefore also from programming by governments and international organizations.

In the Republic of Moldova, from 2016 to 2020 the Plan for the support of Roma population was in place. In late 2020 the Ministry of Education and Research has commenced the preparation of a new plan in consultations with representatives of NGOs, public authorities and some development partners. The Programme for the support of Roma was approved on 3 August 2022. An Interinstitutional Group for the implementation and monitoring of the implementation of the Programme has been established, but the system for collection of primary socio-economic data still doesn't provide data disaggregation based on the grounds of ethnicity.

In Ukraine, under leadership of the Ministry of Culture, a draft National Strategy and draft National Action Plan on preventing of all forms of discrimination of Roma has been prepared, and UNDP together with other UN agencies (RCO, UNICEF, OHCHR, UNWOMEN) is exploring the modalities for supporting the establishment of a system of monitoring the progress in the implementation of the strategy. Implementation of recently approved National Strategy on Barrier-Free Society as well as a National Strategy on Human Rights also call for setting up a framework for monitoring progress in non-discrimination of marginalised populations.

<sup>1</sup> For example, a study on the impact of COVID-19 on human rights in the Republic of Moldova showed that the rights of Roma persons had been even more negatively impacted by the pandemic than the rights of non-Roma. See the Study available at: <https://moldova.un.org/sites/default/files/2021-08/Summary%20of%20Research%20Impact%20of%20COVID-19%20%28OHCHR%29.pdf>. See also the qualitative study on the impact of the pandemic on Roma populations in Ukraine: <https://ukraine.un.org/sites/default/files/2021-06/BN%20C19%20Roma%20ENG.pdf>. In Georgia, ethnic Roma were identified as one of the vulnerable groups most in need of additional support to cope with the impact of the pandemic.

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
In Georgia, the newly adopted State Strategy and Action Plan for Civic Equality and Integration 2021-2030 obliges the state to provide for the social, health, educational and legal needs of the representatives of relatively small minority communities, including Roma. The Office of the State Minister for Reintegration and Civic Equality is responsible for the implementation of the State Strategy and Action Plan, in particular focusing on the lack of personal identification documentation for both adults and children and the limited access to state-provided free services.

One underlying factor contributing to the invisibility is the paucity of data on the numbers of Roma and their situation. Census data does not always identify Roma, and when it does, there tends to be an underestimation of the size of Roma populations, as fear of discriminatory attitudes leads to a reluctance of Roma to self-identify<sup>2</sup>. Neither is the extent to which Roma are present among refugees and IDPs in host communities fully documented. There have been few or no comprehensive national surveys to document the extent to which Roma populations face a heightened risk of multi-dimensional poverty and marginalization.

Quality and reliable data is critical for raising awareness, informing policy dialogue and for guiding strategies aimed at promoting Roma inclusion. When National Strategies and Action Plans for Roma inclusion exist (as in the case of Ukraine), implementation has proven difficult in part due to lack of baseline and monitoring data. The current emphasis on building back better after the COVID-19 pandemic and the candidate (Ukraine and Moldova) and pre-candidate (Georgia) status provides an important entry point for introducing and firmly anchoring Roma inclusion in the policy agenda of these countries.

The conflict in Ukraine has moreover created new data needs. Understanding the heterogeneity of the refugees, and the unique challenges and needs of Roma and other vulnerable groups is needed for applying intersectoral approaches to integration and provision of dignified living conditions of Roma refugees and IDPs in host communities. Whereas the Ukrainian IDPs and refugees are predominately comprised of young mothers and children, their ethnic and gender identity, sexual orientation and identity, socio-economic, and physical realities, including mental and physical disabilities, are diverse, presenting acute vulnerabilities that exacerbate the crisis for many.

The creation of baseline indicators to measure key aspects of multi-dimensional and intersecting deprivation, would not only help draw policy attention to the factors contributing to Roma exclusion, but would also provide a baseline to allow monitoring of progress in addressing Roma marginalization in the coming years, thus contributing to retaining policy attention on the issue.

The main purpose of this Action is to carry out a series of data collection exercises to document and monitor the socio-economic vulnerability of Roma in Georgia, Moldova and Ukraine, thus making a major contribution to filling the gap in the availability of up-to-date data needed to inform and monitor policies to promote the social inclusion of Roma in these countries. Such data are also needed to guide the operationalization of the EU's commitment to the 2030 Sustainable Development agenda, in this case through contributing to the design, implementation and monitoring of policies preventing and curbing social exclusion and inequalities, and operationalizing the transversal principle of leaving no-one behind.

In addition, the proposal would foresee an approach that would monitor social and economic impacts over time to enable timely and effective preventative and corrective action to be taken where needed to improve the response effort and informing the transition from a humanitarian to a development response.

As of June 2022, Moldova and Ukraine became candidate countries for the EU membership, while Georgia was recognized as a pre-candidate or 'perspective' member. The data and information generated by this Action will enable the three countries to document and demonstrate their commitment to helping Roma populations realize their rights, and as such can also be considered as helping the countries ensure

---

<sup>2</sup> Moldova has the most reliable data, in that it carried out a population census in 2014. 13,900 self-identified as Roma. In Ukraine, the latest census data is for 2001, according to which there were 47,917 Roma living in the country. However, Council of Europe estimates for 2012 are much higher, at 260,000. In Georgia, the numbers are estimated to vary from 400-2000 in each of the countries.



Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine conformity with the EU Roma Strategic Framework<sup>3</sup>. In this sense the Action will provide concrete inputs for the sections on social inclusion which are an obligatory part of annual reporting on Economic Reform Programmes (ERPs) which candidate countries are required to produce. The Action thus represents a concrete contribution to the countries in their efforts to meet the conditions required to secure and accelerate progress towards membership of the European Union.

The Action will strengthen national capacity for evidence-based policy making and monitoring. National Human Right Institution and NGO in Moldova for example, routinely conduct monitoring of Roma human rights issues such as inequality and vulnerability or political participation. Moldova has actively participated in CAHROM - Ad hoc Committee of Experts on Roma and Traveller Issues. Moldova, together with Georgia, Ukraine and other countries, signed Resolution of Kyiv International Forum on Roma Inclusion in 2021.

---

## II. STRATEGY

The Action has been designed in close cooperation with the World Bank (WB) and the EU (DG NEAR), on the basis of a joint understanding that there is an urgent need to create baseline statistical evidence to raise awareness of, and make more targeted efforts to tackle Roma exclusion in the countries covered by the Action. In order to retain this level of cooperation throughout implementation of the Action, technical staff from the UNDP and the WB will form a Technical Working Group (TWG) to ensure alignment on all aspects of the parallel Actions (draft TORs of the TWG are provided in Appendix 1). The TWG will also include representatives of the EU's Fundamental Rights Agency (FRA), due to its considerable experience in data collection to monitor Roma rights in the countries of the European Union. However, FRA will provide technical advice only, and will not be involved in any data collection activities in the non-EU member states. Consultations on the technical aspects of this Action will also be conducted in the inception phase with other potential international users of the survey data, in particular – but not only - OHCHR, UNHCR, UNICEF, WHO, UN Women at the regional level.

At the country level, representations of all these bodies, as well as relevant national bodies such as the State Statistical Offices (SSOs), National Human Rights Institutions (NHRIs) and Roma Civil Society Organizations (CSOs) will also be involved and consulted from the inception stage onwards. Given the limited availability of comprehensive studies on the situation of Roma and Roma refugees/ IDPs in the countries covered by the survey, national steering committees will be set up in each of the countries to provide expertise, guidance, and ensure stakeholder engagement and ownership.

Considering the significant difference in the number and the geographic distribution of the Roma populations in the countries covered with this Action, the depth, methodology and thematic coverage of the data collection exercises will be adapted to the respective national contexts, while attempting to ensure a common framework for the analysis. The primary focus of the Action will be the design and fielding of a quantitative surveys in Ukraine, Moldova, and Georgia covering living conditions, employment, income status, access to health and education services, personal documentation, and multilayer dimensions relevant to the status of Roma refugees and IDPs, and their ability to access their socio-economic rights. In the case of Ukraine, the survey will be carried out only in the western provinces of the country, where many Roma settlements existed before the conflict, and to where many Roma households have fled during the conflict. The exact coverage for Ukraine will be established during the inception phase on the basis of an evaluation of the security situation in the country. There will be a special module to be used in the case of refugees and IDPs, and members of host communities. A new feature of the quantitative surveys (compared to previous surveys conducted in the countries of the Western Balkans) will be explored for geo-referencing of the households/ communities where fieldwork is carried out. This will allow greater and more flexible use of the quantitative survey results through their combination and comparison with available geospatial data, thus

---

<sup>3</sup> EU Roma Strategic Framework. For equality inclusion and participation 2020-2030. [https://ec.europa.eu/info/sites/default/files/eu\\_roma\\_strategic\\_framework\\_for\\_equality\\_inclusion\\_and\\_participation\\_for\\_2020\\_-\\_2030\\_0.pdf](https://ec.europa.eu/info/sites/default/files/eu_roma_strategic_framework_for_equality_inclusion_and_participation_for_2020_-_2030_0.pdf)

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine expanding the aspects of Roma vulnerability and deprivation which can be captured, measured and compared to those experienced by non-Roma households and communities.

The quantitative data will be preceded by community assessments of selected communities (including communities hosting Roma refugees/IDPs) in order to measure the extent to which those living in communities with Roma settlements are more disadvantaged in terms of territorial deprivation, including access to services and living conditions across different dimensions. In some of the countries, these assessments may have to be preceded by a mapping of Roma settlements, and communities hosting Roma refugees or IDPs. The community assessments will be based on secondary data, in particular available geo-tagged household survey data derived from recent rounds of Demographic Health Surveys (DHS) or Multi-Indicator Cluster Survey (MICS), combined with publically available geo-spatial data on for example distance to public health services facilities, availability of street lighting, but also data relevant to community vulnerability to climate-change related risks. Where necessary, local experts will be engaged in order to carry out field trips for the mapping exercise, and to supplement and verify the available secondary data. In the case of Roma refugees and IDPs, local experts will map host communities, and summarise all previous studies of refugee/ IDP movements and needs, extracting any existing information on the presence and needs of Roma.

These assessments will be used to construct a digital social-vulnerability index, which will be also made available visually. This tool will be further elaborated in the final stages of the project, when key geo-tagged results from the quantitative and qualitative surveys described above and below will be added, thus allowing flexible and powerful presentation of the combined results from all the data collection exercises carried out within the framework of this Action.

The findings from the community assessments and quantitative survey data will be complemented by four qualitative studies on key aspects of Roma exclusion requiring more in-depth study and information. The exact topics shall be defined during the inception phase and jointly agreed by the TWG and steering committees at the country level. Initial background research, however, points to the need for more information on the distinct challenges experienced by Roma in obtaining personal documentation, labour market discrimination, intersecting vulnerabilities of women in the household, economy and society. One qualitative study will be dedicated to the multilayer challenges faced by Roma refugees and IDPs. Again, all attempts will be made for the results from the qualitative surveys to be geo-referenced and available in a format suitable for visual presentation of collected data from community assessments and for construction of the digital social vulnerability indices.

The Action will thus lead to the completion of a first-ever baseline Roma Survey in three countries, and will take forward and systematise data and knowledge on issues relating to Roma inclusion in two countries. As stated above, the conflict situation in Ukraine means that (i) the quantitative and qualitative work will be carried out only in provinces which are considered safe for data collection exercises, and (ii) that additional modules/ studies will be envisaged to capture the situation of Roma refugees and IDPs in both the quantitative and qualitative data collection exercises envisaged in the Action. Data will provide a snapshot on a range of key socio-economic indicators relevant to Roma inclusion and ERP reporting.

The quantitative and qualitative data will be analyzed and made available to stakeholders both in an online and analog format - through analytical and technical reports, resulting in a greater ability of a range of stakeholders to use evidence base for designing public policies and programmes to tackle barriers of Roma and non-Roma populations in accessing their socio-economic rights. This will contribute to a more informed and focused policy debate in the individual countries covered by the Action, as well as enabling cross-country comparisons for some dimensions. The results will be publicly available and can be used flexibly to inform evidence-based policy making, provide a basis for advocacy work, and contribute to programming in support of SDG achievement and of progress towards EU membership.

The Action will include a six-month inception phase. A relatively long inception phase is necessary due to the lack of history of policy engagement on and limited study of Roma inclusion in these countries. The inception phase will be used to establish national steering committees; carry out community assessments based on

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine desk reviews and systematisation of all available secondary data relevant for comparison of living standards and risks in Roma settlements with those of the general population; carry out a comparison of the challenges and barriers faced to integration of Roma and non-Roma refugees/IDPs living in host settlements; finalise and validate design of the quantitative and qualitative studies to be fielded in each country; and hold consultations workshops in each of the countries. By the end of the inception phase, agreement on the key parameters of the questionnaires and sample design to be used for the quantitative survey in Georgia, Ukraine and Moldova will be reached. Topics, methods of research and framing questions for the qualitative work will be agreed on in all countries, and efforts will be made to ensure that these are gender sensitive and aligned to the extent possible, to enable comparison of results. In all countries, the results of the community assessments will be used for construction of preliminary social-vulnerability indices, which may be used to inform further design of the quantitative and qualitative surveys. The social vulnerability index will be enriched once the collected data from the quantitative survey are processed and endorsed by the TWG.

Following the approval of the scope and methodology for conducting the surveys by the TWG, and by the country-level steering groups, all survey instruments will be finalized and pilot tested in each beneficiary country. The qualitative research will either be conducted in parallel to, or after the quantitative survey, to be decided by the national steering groups.

Upon completion of field work and data entry operations, the final data and tabulations from the quantitative survey will be made available to partners in the TWG, national actors engaged in Roma inclusion policy-making, researchers, and to the wider public through online access, as will the technical report documenting the methodology used for all elements of the survey. Reports summarizing the methodology and results of the qualitative studies will be finalized and disseminated in the same way. Moreover, the survey data will be geo-tagged and entered into UNDP's interactive online tool for data analysis and visualization. Users will be provided access, which will allow flexible visualization and comparison of community level (primary sampling unit) results. All results will be presented in final dissemination events held in Istanbul or Brussels (tbd) and in each of the participating countries.

Overall the principles governing the UN's Human Rights Based Approach to Data (HRBAD) and gender equality will be observed throughout the Action, in particular the six guiding principles of participation, data-disaggregation, self-identification, transparency, accountability and privacy. This approach was successfully used in the 2017 Western Balkans survey of Roma, and guided the inclusion of two key questions on self-identification of ethnicity<sup>4</sup>. Moreover the UN SDG Leaving NoOne Behind (LNOB) operational guide framework and the Gender Equality principles will also be used as a reference to guide all steps during implementation of the Action<sup>5</sup>.

---

### III. RESULTS AND PARTNERSHIPS

#### Objectives

The overall objective of the Action is to narrow the gap in multi-dimensional poverty and access to socio-economic rights between Roma and non-Roma populations in Georgia, Moldova and Ukraine by contributing to evidence-based decision-making and more informed and focused policy debate on Roma inclusion. The Action will contribute to increasing the understanding of the heterogeneity and intersecting vulnerabilities and unique challenges and needs of Roma men and women and other vulnerable groups, including Roma refugees and IDPs in Moldova, Ukraine and Georgia which fled due to the war in Ukraine, in order to pursue fact-based integrated policy solutions and approaches that ensure equal access to human rights and dignified living conditions.

---

<sup>4</sup> <https://www.ohchr.org/documents/issues/hrindicators/guidancenoteonapproachtodata.pdf>

<sup>5</sup> <https://unsdg.un.org/resources/leaving-no-one-behind-unsdg-operational-guide-un-country-teams>

*MM*

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
This will be achieved through collecting and making available comprehensive quantitative and qualitative data as the basis for evidence-based policy making to address various aspects of deprivation experienced by Roma population, including but not limited to income, education, employment, health, housing, access to civil registration/personal documentation, travel and movement, gender-based violence, vulnerability to risks and hazards. The modules and studies on Roma refugees and IDPs will additionally look at other barriers faced by Roma men and women in accessing information, support services, and integrating with host communities. The data will allow for gender disaggregation, and the qualitative survey as well as a separate report will include more in-depth investigation of intersecting vulnerabilities of Roma women.

Specific project objectives are:

- i) Mapping of Roma settlements and host settlements (in the case of refugees and IDPs), by conducting community assessments, and making results available through an online interactive digital tool for those influencing Roma inclusion policies and programmes
- ii) Preparing and fielding a geo-referenced quantitative regional Roma Survey, covering Georgia, Moldova and selected provinces of Ukraine; making the results available through different online platforms; and ensuring that results are ready for use by those influencing Roma inclusion policies and programmes;
- iii) Completing contextualized geo-referenced qualitative analysis on a selection of themes in Georgia, Moldova, Ukraine, making results available through different online platforms and ready for use by those influencing Roma inclusion policies and programmes.
- iv) construction of digital social vulnerability indices

Note that in Moldova, the survey work/ data collection will also cover Roma populations living in the Transnistria region, building on the groundwork already undertaken by the joint UN programme on human rights in the region. As indicated above, the quantitative and qualitative data collection activities in Ukraine will take place only in those provinces deemed secure on the basis of an evaluation to be carried out in the inception phase. Both quantitative and qualitative work in all three countries will include special modules/ studies of Roma refugee and IDP populations.

#### Activity Plan

#### **Output 1: Mapping of Roma settlements, host settlements for IDPs and refugees and community assessments available for all countries covered by the Action**

Unlike in other countries in the Western Balkans where the UNDP, WB and the EU have collaborated on improving the data available for informing policies and programmes to promote Roma inclusion, there is limited background data on which to design the basic parameters of the quantitative and qualitative survey in the countries covered by this Action, and there are no structures or platforms around which stakeholders can be engaged. It is therefore necessary to devote more time and resources to carrying out the groundwork for conducting the quantitative and qualitative surveys envisaged under objectives 2, 3 and 4 below. This will be done through field work by local experts and local NGOs to map Roma settlements and host settlements; as well as through systematization of available data on communities where Roma populations are resident or hosted, as well as for neighbouring communities (for comparison), in particular publically available geo-referenced household survey and geo-spatial data which will be used for preliminary construction of digital community social vulnerability indices.

#### **Activity 1.1. Setting up national steering (expert) committees in all three countries covered by the Action**

In the beginning of the Action, national steering (or expert) committees will be set up in each of the countries covered by the Action. The number and composition of the stakeholders to be engaged in the expert consultations will be established by the steering committees, but will at minimum include representatives of national and local Roma associations (where these exist); national CSOs and international organizations which have already worked/ are working with Roma populations; Roma mediators or equivalent, gender

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine experts and women members of the Roma communities; representatives of national human rights bodies; representatives of national statistical offices, other national government agencies; representatives from local governments. The exact format of the consultations will vary from country to country, in line with the national context. Locally-recruited firms/ local experts will be hired to carry out a series of expert consultations with stakeholders, and also to carry out mapping of Roma settlements and settlements hosting Roma refugees or IDPs. The consultations will also serve to finalize and validate the design of the quantitative and qualitative surveys to be carried out under outputs 2 and 3 below. This will serve to improve the quality of the data collected by ensuring that all local knowledge and insights are taken into account in the design stages.

**Activity 1.2. Carrying out community assessments and mapping of Roma settlements and host settlements of Roma refugees and IDPs in the three countries covered by the Action.** The expert consultations under Activity 1.1. above will be used to guide the mapping exercise and to identify communities where more in-depth assessments may be carried out depending on the availability and reliability of publically available geo-referenced data. The primary universe under study will consist of households in Roma settlements, areas of compact Roma population, or localities with significant shares of Roma population or host communities with significant number of Roma IDPs and refugees. These will be defined as the settlements where the share of the Roma population equals or is higher than the national share of the Roma population. Data on settlements will be derived from population census (in the case of Moldova), but also from other administrative sources, previous research and from civil society organisations. In order to offset the underestimation of Roma populations by censuses in most countries, additional inputs from quantitative research will be used to identify those settlements. The results of the assessments will be used to construct preliminary digital social vulnerability indices on the basis of a series of variables (to be determined on the basis of data availability) relevant to measuring access to and quality of services in Roma and neighbouring non-Roma populations communities. These will be used primarily to identify and to visualize any inequalities in service provision and social infrastructure between communities. The results of assessments in host communities will inform the design of a specific module in the quantitative survey for Roma refugees and IDPs, in order to capture the particular or additional challenges which they face in accessing safety and support services.

**Activity 1.3 A series of consultations workshops held in each of the countries covered by the survey.** National stakeholders (government representatives, technical staff from NSOs, local research institutions, civil society organizations) as well Delegations of the European Union (EUD) and representatives from international organizations working on Roma inclusion and refugee/ IDP issues will be invited to attend. The purpose of the workshops will be to increase ownership and encourage the broad use of the data produced by the quantitative and qualitative surveys, as well as to improve the quality of the data collected by ensuring that all local knowledge and insights are taken into account in their design. The design of the quantitative and qualitative surveys will be presented, as will the first results of the expert consultations, mapping of Roma settlements, host settlements, community assessments, and digital social vulnerability indices. The opinions and contributions of participants will be taken into account in the finalization of the survey design, before the fielding of the quantitative and qualitative surveys; the inception workshops will also serve the purpose of validating the survey design in each of the five countries.

**Output 2. Results and datasets for the Baseline Roma quantitative survey available at aggregated multi-country and at country level (Georgia, Ukraine, Moldova)**

The data from the quantitative survey will provide baseline data which will allow progress to be tracked in different dimensions of exclusion, namely income poverty, education, employment, health, housing, political and civic participation, discrimination, and will also make available quantitative data on Roma migration and access to personal documentation. The data will provide a baseline for new national and cross-country Roma inclusion initiatives, and for future data collection exercises. All results will be relevant and provide inputs to national ERP reporting for EU candidate members. A survey firm will be selected through a competitive process to complete all elements of the quantitative survey design and implement field work in the three countries, under direct supervision of the TWG and national steering committees.

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
The datasets will be appropriately documented in English i.e. with full lists of variables, appropriately labelled, value labels (where relevant), and codebook. The datasets will be accompanied by technical documentation, setting out information on the technical details used for sampling and data collection and processing.

### **Activity 2.1. Designing sample and questionnaires for the quantitative Roma survey**

Sample design: Due to lack of recent census data, and also the lack of incentives for Roma to self-identify during census data collection, there is limited data on the size of the Roma population, and their location. This makes the design of the survey and particularly the sample design for a quantitative survey complicated. The primary sample universe under study will consist of all the households in Roma settlements, areas of compact Roma population, or localities with significant shares of Roma population. These will be defined on the basis of the results of the expert consultations and community vulnerability assessments carried out in the inception phase.

The sampling methodology for the quantitative surveys will draw on the experience of UNDP, the WB and FRA in designing samples in other countries. In the case of Moldova, the sample design will also draw on lessons learned from the previous studies carried out in the country. The sample will not aim to be nationally representative, but will be based on over-sampling of households in these areas mentioned above, since those who are grouped in areas of compact Roma population are assumed to face more difficulties in integrating into society, and to be more at risk of exclusion. The sample will be geo-tagged (i.e. provide GPS coordinates for a group of sampling units) to facilitate analysis of the data. This geo-tagging will be limited to the group level, in order to avoid identification of individual households.

The sample will cover a minimum of 500 and up to 750 Roma households in Moldova and Ukraine and a minimum of 150 and up to 300 Roma households in Georgia. However, the sample design and coverage for Ukraine will be adapted on the basis of an assessment of the security situation in the country, and is expected to be limited to the western and central provinces of the country. In addition, the survey will be administered to a sample of minimum 300 and up to 600 non-Roma households living in close proximity to Roma in the first two countries, and a minimum of 50 in Georgia. The final decision regarding the sample size, however will be taken after the inception phase and in close consultation with the TWG, local Steering Committees and FRA experts, as well as sampling experts from the survey firm hired to conduct the survey. However, the sample size shall not go below the minimum threshold required to ensure statistical viability of the data. The number of thematic areas covered by the survey and respectively the length of the questionnaire and unit cost of each household interview will also influence the final decision on sample size and design.

This approach (of sampling both Roma and non-Roma households living in the same vicinity) has been piloted by UNDP, the WB and by FRA, and allows testing of the hypothesis that the social exclusion of Roma is not always due solely to their ethnicity, but can also be due to geographic location, i.e. the non-Roma inhabitants of the same municipality may also face a strong risk of social exclusion. This is in line with one of the key principles of the EU framework of Roma inclusion, namely explicit but not exclusive targeting. It is also in line with the findings from the EU/UNDP 2017 survey of Roma in the Western Balkans. The results showed that while both Roma and non-Roma communities had "worse" indicators than the general population in terms of education, employment, etc, there was still a clear gap along ethnic lines within the same community. The data clearly pointed to systematic deprivation among ethnic Roma population, with the overcrowding index, or data access to running water in dwellings or educational enrollment rates being strikingly worse for Roma households than for other non-Roma households in the same primary sampling unit.

Roma settlements tend to be informal, without reliable addresses and lists of households. This makes implementation of lists-based approaches to selecting households either hard or costly exercise (i.e., enumerator would have to draw up lists). In other countries, the lack of Roma household lists has made the 'random walk' technique the most cost-effective way to collect data.

This approach to sampling Roma population has several drawbacks but has proven to be the best option for most previous surveys. One of the main drawbacks is that the sample is drawn from Roma settlements which tend to house the most deprived of the Roma population, i.e., those who are more integrated and have

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine overcome barriers to exclusion, will not be covered by the sample. In previous surveys, researchers have concluded that it is impossible to cover all the Roma population, especially because many Roma, due to their long experience of marginalization and exclusion, prefer not to identify as Roma. Previous UNDP surveys have therefore decided to focus on those concentrated in settlements, on the assumption that they represent the section of the Roma population who are most in need of support – and who are in fact often residentially segregated. Extending the universe to include ‘integrated Roma’ would be also useful, as it would allow us to analyse paths to inclusion, as well as to get a more complete picture of the Roma community. However, in practical terms, including ‘integrated Roma’ would only be possible by using an additional special sampling method, such as Adaptive Cluster Sampling (ACS). This methodology has been piloted by FRA in EU member states, and will be considered as a possible tool for use in Moldova and Ukraine. The final decision on whether to use additional special sampling methods will be taken by the TWG, in consultation with national experts.

Once the individual households have been selected as potential respondents through the use of random route selection (or another approach, to be agreed together with the survey firm and national experts), tested techniques for obtaining explicit endorsement of the ethnic identification will be applied (i.e. the techniques used by UNDP, WB and FRA in previous surveys of Roma populations).

The final decision regarding the sample size and applied methodology, will however be taken after the inception phase and in close consultations with the TWG, local stakeholders and FRA experts, and will be based on considerations of representativeness, size of questionnaire, and budget limitations for the survey.

Revision/updating of questionnaires: The questionnaires will be designed to address the main issues identified during the research undertaken under the inception period. The questionnaires will build on the core questions from the EU/UNDP 2017 Western Balkan Roma survey, which in turn draws on the core modules developed and used by FRA in other European countries, and by UNDP in previous surveys. These core questions/modules will be used in Georgia, Moldova and Ukraine, but will be thoroughly checked for appropriateness and adapted to the national context.

The questionnaires will contain both individual and household modules.

The survey instrument will thus be designed to yield three types of information:

- A. **Characteristics of the households shared by all its members** (characteristics of the dwelling, possession of different amenities, access to infrastructures, distance from basic services providers etc.).
- B. **Basic individual characteristics of each household member** (composition of the household, demographic characteristics of its members, their education status, incidence of disability, activity status etc.)
- C. **Perception data on behavioural aspects and individual attitudes** and intra-household relations of one randomly selected member of the household (e.g. experience with discrimination in various aspects of life)

Within the individual module, each household member’s profile is registered (demographic characteristics, economic status, education, health). The household module addresses issues related to the household in general (dwelling type, access to basic infrastructures, household items possession etc.). Questions related to incomes and expenditures are addressed in both modules, making it possible to crosscheck the results. Recognizing the importance of digitalization as an essential enabler for closing the gaps and barriers for socio-economic inclusion of vulnerable Roma and non-Roma people, questions related to skills for accessing e-labour market or primary public services, will be embedded horizontally across all relevant modules.

The questionnaire shall cover the following modules:

**Module 0** – Management section: filled in by the interviewer based on their observation. It includes: interviewer’s evaluation of settlement characteristics and housing conditions; identification of the respondent; assessment of the interview and information about the supervisor check.

**Module 1** – Household members profile answered by the head of household (participation of other household members is also acceptable). This module collects information demographic profile of each

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine household member; educational profile of all household members 6+ years old; health profile); current employment status; and sources of income of all household members 10+ years old.

**Module 2** – Early childhood education and care answered by the primary care taker of children (participation of other household members is acceptable). For each household member up to 6 years old the questions cover the following topics: child vaccinations; child assessment; attending nursery / kindergarten / preschool; parenting techniques ; and kindergarten/pre-school characteristics.

**Module 3** – response about Status of the household provided by the household head (while allowing other household members to participate). This module collects responses on: general household status; health; incomes, formal and informal employment and entrepreneurial Activity, paid and unpaid care work etc; living standards and economic security.

**Module 4** – Individual status and attitudes of the randomly selected respondent was administered to a randomly selected household member 16+ years old. The questions cover the following topics: health; values and norms; Migration – mobility; general discrimination – rights awareness; intra-household relations/behaviours patterns, which may significantly influence the integration (e.g. domestic violence, child marriage, etc) and active citizenship/trust.

A set of questions on personal documentation, IDP, returnees/migration status, time use, intra-household decision making and gender roles and environmental deprivation shall be added. The final questionnaires will be agreed on by the TWG and national steering committees.

Clear instructions will be provided on which individual household member should respond to each section/module. The total time required to administer all modules during the household interview will be kept to under 90 minutes.

#### **Activity 2.2. Piloting the Quantitative Survey in Moldova and Ukraine**

The quantitative Survey will be piloted by the survey company selected through a competitive process to carry out the field work in two countries, in order to test the sampling methodology and questionnaires validated by the TWG and by the national steering committees during the inception workshops.

Following the pilot phase an extensive training manual for interviewers will be prepared. Wherever possible, enumerators of Roma ethnicity will be recruited. Training workshops for enumerators in each country will be organized. (The costs related to recruitment and training of assistant interviewers will be covered by the firm hired to conduct the survey).

#### **Activity 2.3. Fielding of the Quantitative Survey**

The survey will be conducted on the basis of two samples. One sample will be of the Roma population and the other will be of the non-Roma population living in close proximity to Roma. The fieldwork will involve face-to-face interviews at the respondent's household. One interview will be carried out with the head of the household and should yield data for A and B above. Participation of other household members during this interview is optional. The second interview should be with a randomly selected adult household member. This interview should yield information for Module C.

To ensure adequate reporting on gender sensitive topics, one enumerator should be male and another – female. Whenever possible, enumerators from Roma communities will be used for the field work. If the number of trained enumerators from Roma communities is not sufficient, the agencies' enumerators will be accompanied by assistant-enumerators from the Roma population to ensure easier access to the communities included in the sample. Enumerators shall use computer assisted personal interviewing (CAPI) techniques. For selecting the households for interviewing, a random route selection process will be applied.

**Activity 2.4. Data sets and tables containing tabulation of results for Roma and non-Roma populations, and disaggregated by key individual and household characteristics (sex, age, place of residence, income status, etc).** (Exact details of disaggregation to be agreed with the Technical Working Group.)



Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine: Results of the survey will be made available in SPSS and/or other Stata files and excel cross tabulation format. The quantitative data will be used to construct indicators in key areas of policy interest (education, health, income/expenditures, multi-dimensional poverty indices, employment, migration, civil documentation etc.) The exact list of indicators will be agreed with the TWG and national steering committees. The indicators will be comparable with those calculated for non-Roma populations living in close proximity to Roma.

Quality control checks on the data will be conducted during the process of data collection, and the final data cleaning will be performed after data entry is completed. The survey company will clean all data sets to check for potential inaccuracies and omissions. The end result will be a data set ready for analytical purposes, and which can be incorporated into the digital social vulnerability indices envisaged under output 4.

#### **Activity 2.5. Producing and disseminating the technical report for the Quantitative Survey**

A Technical Report carefully documenting the methodological approaches used and lessons learned will be finalised after completion of the field work, documenting all revisions in the sampling approach, methodology and impact on the survey comparability across countries. The Technical Report will be disseminated online, as well as during the final dissemination workshops and at relevant conferences and meetings organised by the EC, UNDP, the World Bank.

#### **Output 3: Completing contextualized qualitative analysis of essential socio-economic vulnerabilities experienced by Roma men and women in Georgia, Moldova and Ukraine**

Contextualised qualitative analyses will be carried out on 4 key themes, to be determined in the inception phase in cooperation with the TWG, national experts and the national steering committees. It is envisaged that there will be at least four studies carried out in Georgia, Moldova and Ukraine. To the extent possible, and if considered of relevance to the national context, the four core studies will be carried out on: (i) access to personal documentation; (ii) employment and labour market discrimination including wage gaps; (iii) intersecting vulnerabilities of women within household, in the economy and the society; and (iv) situation and challenges faced by Roma refugees and IDPs.

#### **Activity 3.1. Designing and fielding qualitative assessment (micro-narratives or focus group-based structured interviews or individual journey methodology)**

The exact methods used will vary according to the country context, as will the sequencing of the quantitative and qualitative research in Moldova and Ukraine; i.e. discussions with experts will provide the basis for deciding whether the qualitative research would be most valuable before the quantitative survey, in that it can provide the basis for the questionnaire design, or whether it would be more useful after the quantitative survey in order to provide more in-depth information on key areas.

However, the experience and appropriateness of using the micro-narrative technique, individual journey or focus group discussions to collect and organize the results will be considered. These methods prove to be useful for exploring complex issues, where causes and effects are interconnected and looped, novel practices emerge, and exploration of 'unknown knowns' is required. UNDP has successfully used the micro-narrative research method in several countries, including for the 2017 Roma survey in the Western Balkans. The method combines easily interpretable statistical data with in-depth qualitative information.

The organization has built up considerable in-house expertise on use of the methodology, which has been shown to combine easily interpretable statistical data with in-depth qualitative information. UNDP's experience has also shown that the micronarrative technique is not the most suitable for some topics, for example gender, due to the sensitive nature of the topic. For these topics, other methods, such as focus groups and individual interviews, will also be employed.

The frameworks for qualitative surveys will be designed in cooperation with Roma activists/ NGO representatives. Enumerators will collect stories from inhabitants living in localities selected based on consultations with national partners and relevant NGOs. Pre-defined localities will be used as a starting point, while through the micro-narratives Roma story tellers will be prompted to identify other localities.

The data will be collected by using the network of Roma mediators where these exist, and by members of CSOs with experience of working with Roma communities. First, people's 'stories' or micro-narratives with a particular focus are collected. Individuals are encouraged to describe freely their situation and feelings. Supplementary questions then provide a profile for the respondent. The analysis of the material is conducted using specialized software which can categorize the themes respondents have spoken about, as well as their feeling towards these. The output is therefore clustering of stories on the base of people own tagging or self-assessment of stories.

The first level of analysis at the country level will be provided by the UNDP project team but access to the data and the software for analysing it will be made available to all members of the TWG and national steering committees.

All micronarrative and qualitative data collected will be geo-tagged, thus allowing it to be linked and used in conjunction with the digital social vulnerability indices created under output 5.

### **Activity 3.2. Producing and disseminating a thematic report summarising the results of the qualitative study on access of Roma to employment, social protection and discrimination in the labour market in Georgia, Moldova and Ukraine**

Different forms of employment or income generation activities are often seen as a vehicle for poverty reduction and a pathway to inclusion. In other countries where UNDP has worked on Roma issues, unemployment of Roma is typically up to twice as high as unemployment of their non-Roma neighbors.

The micro-narrative methodology will be used for this qualitative study. Micronarratives will be collected in in each country over a period of one month and will explore:

- Awareness and experience of discrimination while looking for a job and at the work place;
- Returns to educational achievements
- What income generation activities are more most commonly practiced by Roma working age populations and why
- what jobs are offered by public employment services (or other services that Roma engage with); are Roma likely to retain their jobs, and why/why not?
- The preference of Roma regarding types and characteristics of jobs
- Access to social protection schemes in the case of unemployment or low income status

The report and visual materials will be disseminated online (UNDP IRH Web page, UNDP CO web pages and other relevant EU-funded projects websites), at relevant conferences and events organized by national and international partners, and at final dissemination workshops in each country.

### **Output 3.3 Producing and disseminating a thematic report summarizing intersecting vulnerabilities of Roma women in households, economy and the society of Georgia, Moldova and Ukraine**

Gender inequalities within Roma communities are often present and persistent. The study on the position of women, and gender roles and structures in Roma communities will address these issues using qualitative methods including focus group discussions. The analysis for these discussions will be further supplemented by findings from structured interviews with women in each country and by the analysis of gender relations based on participants' observations in at least once community in each country.

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

The study will be carried out using a mix of qualitative data collection tools in selected communities where the quantitative research is carried out in Georgia, Moldova and Ukraine, in order to explore issues of time use, violence against women and early marriages, decision-making, participation, access to services and control over the resources. The studies on gender based violence and early marriages will be conducted on a selective basis, taking into account the sensitive nature of the topic.

An international consultant in cooperation with UNDP CO Gender focal point will conduct the qualitative research. The survey tools (focus groups, structured interviews or other methods) to be used will be determined in discussion with local experts and UNDP Gender Focal points.

The report and visual materials will be disseminated online (UNDP IRH web page, UNDP COs web pages), at relevant conferences and events organized by national and international partners and at final dissemination workshop in each country. Due to the sensitivity of the topic, discussions will be organized in cooperation with women NGOs and no information about participants will be disclosed. The report will be illustrated with photos taken for this particular purpose, and with a short 3-5 minute video raising awareness about different forms of gender based violence.

#### **Output 3.4. Report summarizing the results of a qualitative study on the specific challenges experienced by men and women among the conflict-affected Roma refugees and IDPs in selected host communities**

A review of reports by agencies working with refugees and IDPs who have fled the conflict areas in Ukraine suggests that Roma are relatively highly present among these groups. The Roma tend to travel in large groups of extended families, and are more likely to lack documentation and identity cards, which hinders their access to support services. They also often have language barriers, and some report experiencing discrimination at border crossings and in host communities. Most of the refugee and IDP Roma households are female-headed. Lack of documentation as well as language barriers make the women refugees and IDPs more vulnerable to offers by human traffickers. Due to language and cultural barriers they tend to rely on Roma CSOs for support and information, but these have limited human and financial resources and are easily overwhelmed. They are also not linked up to the major support structures, and not part of official coordination and consultation mechanisms, meaning that Roma refugees and IDPs are deprived of the information necessary to help them in the process of re-settling. There is a need for a better understanding of- and to draw attention to - the particular challenges and risks faced by this group, in order to better inform and improve integrated support efforts.

Micronarratives as well as focus groups and individual interviews will be used to document and analysis the refugee/IDP experience of Roma men and women. Note that this study may not be relevant to the situation in Georgia. A decision on whether to carry out this study in Georgia will be made during the inception phase.

#### **Output 4. Results of quantitative and qualitative assessments widely disseminated**

##### **Activity 4.1. Construction of Digital Social Vulnerability Indices (DSVI) to measure social vulnerability scores for Roma men and women and neighbouring communities**

The geo-referenced results from the community assessments, quantitative and qualitative studies carried out within the framework together with the available open-source data will be used to construct a social vulnerability index for local communities. Selection of variables and the level of influence will be reviewed by and endorsed by the members of the TWG. The granularity of the data collected through the mapping and the quantitative survey will provide solid evidence of spatial variables, which further influence the household's vulnerability. Those data can be a powerful tool for devising integrated and targeted local and regional development policies and programmes.

##### **Activity 4.2. Visual presentation of social vulnerabilities of Roma in Georgia, Moldova and Ukraine**

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
UNDP promotes the use of frontier technologies for data collection, data production and data visualization. DSVI should increase the efficiency in collection of data of the Action, but it will also make the data publicly accessible thus enhance both the access to and use of the data collected.  
online interactive tool which can be used to construct and visualize social vulnerability scores,

#### **Activity 4.3. Final dissemination events presenting Action products: data sets, reports, digital online tool and audiovisual products**

Dissemination events will be organized in each country participating in this Action in cooperation with UNDP and the World Bank Country Offices and EU Delegations. Data sets, data visuals, the online digital tool, reports and video products will be made available for posting and sharing on the official websites of national counterparts.

#### **IV Methodology**

The selected methodology combines awareness-raising on the socio-economic position and specific vulnerabilities of marginalised and non-visible Roma communities through the collection of reliable quantitative and qualitative data, with the creation of partnerships between international organisations, national governments and Roma civil society on the use and dissemination of data for evidence for better targeted policy making and sustainable programming. This will be achieved through: i) regular exchange within the TWG; ii) exchange between UN Agencies and EU delegations at the country level through the UN Country Team and donor coordination mechanisms; iii) regular exchange between UNDP Country Office Focal points with national governmental and non-governmental actors. The latter two forms of exchange will also be facilitated through regular meetings of the national steering committees set up for the duration of the Action. The Action methodology also envisages capacity expansion of national actors for research design and data use, in particular CSOs. Through their participation, it is also hoped that a certain capacity expansion of civil society covering Roma issues on research design, implementation and use for advocacy purposes will be achieved.

A key feature of the data collection activities envisaged under this Action is that they will all be geo-referenced. Another feature is the use of a digital online tool to visualise and compare geo-referenced data from different sources – including that collected from the quantitative and qualitative surveys envisaged under this Action - on different aspects of vulnerability.

UNDP will implement the activities described in this proposal, and will be responsible for the design, fielding and documentation of a regional survey of the Roma population in Georgia, Moldova, and selected provinces of Ukraine, coupled with specific thematic qualitative studies. The WB will be responsible for implementation of a parallel Action, which will focus, among, other on the production of analytical papers/reports on the basis of the quantitative and qualitative data produced through this project. To ensure cooperation and consultation, a TWG will be set up, consisting of representatives of the technical teams from UNDP and the WB, working on the two respective projects. The TWG will meet at least once every three months throughout the duration of the project, either virtually or face-to-face. The TWG will also include representatives from the Fundamental Rights Agency- FRA, to support and strengthen the methodological credibility of the Survey. However, UNDP is the sole implementing partner for this action. In order to formalize the UNDP/WB cooperation, an "exchange of letters" between UNDP's IRH and the WB will be arranged.

#### **V Risks and Assumptions**

The main risk associated with the project is lack of interest or a shift of interest of central and local authorities, caused by a further escalation of the conflict in Ukraine. In the case of Ukraine, some parts of the country affected by the conflict are already excluded from the activities envisaged under the Action. Eventual escalation of the conflict could decrease further the scope for implementing data collection activities.

In Moldova, a range of potential sensitivities are related to the coverage by the survey of Transnistria region. A higher level of coordination with the de facto authorities would be needed in case the survey will be undertaken in the region. Also, there is limited availability of information on the communities densely populated by Roma in the region.

In Ukraine, there seems to be a shared understanding of the need for conducting a Survey on the socio-economic position of Roma. However, to avoid the risk of further stigmatisation, it would be utmost important to ensure a strong participatory approach, and include the different voices and representation of Roma men, women, girls, boys, elders, PwDs etc.

The participation and inclusion of the local host communities, national and local authorities and other key stakeholders would also be essential. Hate speech / hate crimes and the discrimination of Roma's in Ukraine, similar to discrimination of other minority groups, such as the LGBTI community, is linked to deeply rooted stereotypes and perceptions. This could be a potential security concern which needs to get careful attention if/when a survey is conducted.

Government turnover is also a risk, which can only be mitigated by the non-partisan nature of the programme. The project team will engage constructively with the officials in participating municipalities and will maintain contacts with the relevant public institutions. In the case turnover in local governments in some of the localities, the programme will put additional efforts into its implementation and build upon the achieved progress.

#### Matrix of project risks

Description of the risk	Likelihood	Possible impact	Prevention/ and or mitigation measures
Escalation of conflict situation	Medium	High	Flexibility in sample design and methodology, and if necessary exclusion of more parts of Ukraine or all of the country from the study
Restrictions on field work due to the COVID-pandemic	Low	Medium	Ibid
Lack of political will to address Roma exclusion and marginalization; low priority to Roma inclusion issues due to conflict situation	Low	Medium	Regular consultations will be undertaken with the counterparts through the national steering committees to keep the momentum and reinforce government commitment regarding policy development; attention will be drawn to the importance of showing progress on Roma inclusion in ERPs as part of the EU accession process
Lack of knowledge and understanding of Roma issues and lack of openness towards cooperation on the part of the diverse partners involved in survey and methodology preparation (Roma, central and local governments, CSOs, etc.)	Low	Low	Ensure that CSOs are supported to engage in outreach, and that NGOs are accepted as a reliable source of information that can help in the design of the survey/ research. Intensive and regular discussions on the relevant issues with experts in the Thematic Working Group and in National Steering Committees
Lack of qualified polling agencies to conduct Roma surveys	Low	Medium	There are a number of reputable polling agencies in the countries, some of which have links to larger international polling agencies. UNDP, WB and FRA will provide methodological support on all aspects related to the quantitative and qualitative surveys
Price offers from the polling agencies exceed the budgeted amounts	Low	Medium	UNDP will ask potential contractors for different scenarios depending on the sample/

*Mur*

## Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

			questionnaire size, while ensuring representativeness, and coverage of priority topics
Lack of co-operation of National Statistical Offices in defining sample frame and other issues	Low	Medium	Joint letter from UNDP, World Bank and DG Near to national statistical offices announcing survey and seeking cooperation. UNDP Country Offices will ensure direct follow up with statistical offices

### VI Stakeholder Engagement

The Action is in line with the overall EU Roma Strategic Framework 2020-2030. The evidence produced under this Action will allow the beneficiary countries to better target and focus policies and programmes for tackling Roma inclusion. Moreover, the Action will produce crucial information and evidence, which can be used to guide programming and monitoring the impact of relevant EU funded projects and other international organizations, which have a stake in tackling Roma exclusion. It will also introduce the use of a digital tool to visualize and use geo-referenced data to enhance understanding of the relative weight of different dimensions of Roma vulnerability. All of the outputs and activities are relevant to the EU accession process, and will strengthen the ability of candidate and pre-candidate countries to report on progress on Roma inclusion as part of annual ERP reporting.

The main national actors involved in national Roma inclusion policies will be included at all stages of the methodology design and data collection, which will contribute to ownership and use of data. They will be involved in the inception workshops, where they will have the opportunity to give their feedback. SSOs in Ukraine and Moldova will be invited to the training workshops with the survey company on sampling and the design of the questionnaires. The workshops will include training on human rights based approaches to data collection. Roma activists and CSOs will be consulted and included in the design and collection of survey instruments and micronarratives. Government actors in all countries will be able to use the data to inform policy making, and it is expected that Roma CSOs will use the data for advocacy and programming purposes at the national level and through existing regional networks. They will also be able to use the information for formulation of community based actions. In addition, the data collected will be used by the World Bank and other international organisations for policy analysis purposes and to inform technical assistance offered to national governments. The online digital tool will be made available and can be enriched or modified through the use of additional data and variables as and when these become available. All stakeholders and potential users of the data will also be invited to the final workshops/dissemination event to present the results of the survey in each of the participating countries, where they will be guided through the potential uses for the data, and the implications of the results for policy making.

The outputs of the Action will also be available for use by independent researchers and by the media. Independent analysis contributes to transparency and accountability. Whenever the national context permits, cooperation with the media will be established at the very outset of the project, in order to disseminate messages during and after completion of the Action. Attention will be devoted to creating a roster of journalists/media outlets that will continue to follow up on the theme on a longer-term basis.

Finally, the Action results will inform other initiatives implemented by UNDP, EU and the World Bank, and other international organizations working in the area of human rights, anti-discrimination, social inclusion and economic empowerment of Roma and other vulnerable groups.

Political will and commitment for providing the requisite human and financial resources remain central for the successful implementation and sustainability of the results. It is expected that governmental and non-governmental actors will cooperate and use the results and the products of this Action to the best use of their capacity. The assumption is based on the ongoing initiatives of national counterparts working on Roma inclusion, both governmental and non-governmental. To maximize the quality of delivered results, the UNDP regional project team will collaborate with UNDP Country Officer and partner networks to address the immediate weaknesses, capacity or data gaps. The risk of further escalation of the conflict in Ukraine will be assessed during the inception phase.

It is not expected that the Action will impact on environmental sustainability. On the contrary, it will produce new evidence on how lack of attention to environmental sustainability issues can negatively impact the lives and status of Roma households.

Mitigation measures will consist of preparation of an action plan that: i) is consulted with the members of the TWG and with the SSOs or relevant research institutions; b) clearly takes into account the interest and capacity of the stakeholders and c) is realistically sequenced and timed.

The following assumptions will condition the degree of success of the Action:

- The capacity and willingness of national counterparts to actively engage in the survey design process, and in the dissemination of the survey data;
- The understanding of the value/usefulness of the data for policy making among national policy makers, and their willingness/capacity to use the survey data extensively and flexibly;
- Openness of Roma communities to discuss sensitive topics such as irregular migration, violence against women, practice of early marriages etc.

## VII Communication and Visibility

Communication and visibility will be given high importance during the implementation of the action. The main objective of the visibility actions will be to communicate the key messages concerning socio-economic status of Roma, focusing on evidence derived from the quantitative survey, qualitative studies and the digital social-vulnerability index.

In addition to providing communication products on specific activities whenever possible and practical, communication and visibility will be strategic and designed to support policy advocacy to:

- Promote the need for continuous evidence-based progress monitoring of socio-economic position of Roma
- Sensitize national authorities about risks and vulnerabilities Roma, including Roma refugees and IDPs are facing across various dimensions
- Raise awareness among decision makers and population at large
- Raise awareness about intersectional disadvantaged position of Roma women

The EU logo will be prominently displayed, and recognition given to the Commission's support, on websites, video and photo products, policy documents, public events and press releases as per article 6 of the General Conditions to the EU-UNDP Delegation Agreement and the Joint visibility guidelines for EC-UN actions in the field <http://ec.europa.eu/europeaid/node/45481>

Communication products, information related to the survey and the video stories will be published electronically on the UNDP IRH <http://www.eurasia.undp.org> and websites of the UNDP offices in the participating countries.

Communication products shall encompass:

- **Public events** - Inception workshops will be held in each country and territory participating in the Action to share the main messages and solicit counterpart's feedback on the approach. Representatives of EUD will be invited as speakers in the opening session of this one-day long inception workshops.
- **Infographics** - Main survey findings will be presented through leaflets/infographics illustrating themes common for all Roma in the region; and specific challenges in each country/territory. They will be printed in English and country specific language.
- **Publications** - four reports analyzing specific themes are planned as a result of the Action.
- **Audio-visual products** will focus on the issues faced by Roma communities, as well as Roma refugees and IDPs, and will illustrate access to employment/livelihoods, position of women and environmental deprivation.

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
EU Delegations in each country participating in the project as well as DG NEAR will be provided with regular information briefs. Links will be made available to EUDs.

The IRH team and Country Offices will communicate on a regular basis with local printed and electronic media, and national and regional NGO newsletter groups.

During the inception phase, the IRH team and UNDP Offices will organize at least one public event in each of the participating countries where the survey will be carried out to present the approach and the purpose of the survey. Also events will be organized with the purpose to disseminate final results and products of the project in each of the participating countries. If the political and conflict situation allows, a regional visibility event will also be organized.

The information about different stages of the survey, interim and final results will be presented during meetings of regional platforms such as the Council of Europe and CAHROM.

All results of the survey, the methodology and the final products will be made available to researchers and policy makers for further analysis with a clear request for citation of data sources.

The communication and visibility activities will be customized to different target audiences.

Target audience includes:

- Governments, with a particular focus on national focal points for Roma integration
- National Statistical Offices and research think tanks
- Roma civil society organizations, and in particular women NGOs and female activists
- Civil society organizations promoting the rights and interests of Roma
- General public
- International organizations working on Roma integration
- Multi-country platforms, in particular the Ad hoc Committee of Experts on Roma and Traveler Issues (CAHROM) of the Council of Europe
- Media: international, national, and local (where adequate)

Visibility activities will be implemented in accordance with the provisions of Art. 7 of the General Conditions (Annex II to the Contribution Agreement) and with the Joint visibility guidelines for EC-UN actions in the field<sup>6</sup>. The implementation of the communication activities shall be funded from the amounts allocated to the action.

## **VIII PROJECT MANAGEMENT**

### **Cost Efficiency and Effectiveness**

This Action will be implemented by UNDP under Direct Implementation Modality in a period of 27 months. During the implementation phase, regular communication and coordination will be ensured with UNDP Country Offices and the World Bank. Regular communication and coordination between UNDP, the WB and EU experts, including FRA under the Technical Working groups will ensure coherence and consistency in policy-related issues.

### **Project Management and Project Office Costs**

The Project will be implemented by UNDP IRH, in close cooperation with UNDP Country Offices in Georgia, Moldova and Ukraine. Each UNDP Country Office will nominate a focal point from respective programme units, who will act as a liaison person between UNDP IRH, EUD and national counterparts. These UNDP Roma focal points will support the organisation of national workshops and dissemination of information about the

<sup>6</sup> [https://eeas.europa.eu/archives/delegations/rome/documents/eu\\_united\\_nations/ec\\_un\\_joint\\_visibility\\_guidelines\\_en.pdf](https://eeas.europa.eu/archives/delegations/rome/documents/eu_united_nations/ec_un_joint_visibility_guidelines_en.pdf)



Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine project; will contribute to quality control of field work and will also ensure that UNDP IRH is informed of any country specific information relevant to the design, fielding and analysis of the surveys.

The Inclusive Growth Team Leader at Istanbul Regional Hub (IRH) will be responsible for providing strategic guidance, and direction to the project team and for liaising with UNDP senior management in the Istanbul Regional Hub and in country offices on strategic issues. This will ensure effective linkages of this action with strategic policy and other project initiatives of relevance for social inclusion, respect of human rights and combatting discrimination. The Manager of UNDP IRH will act as the Executive and take responsibility for the overall management and monitoring of the project.

The Project Management Team will be responsible for day-to-day implementation, financial management and monitoring. The Regional Project Manager will also be responsible to link up project activities with relevant regional platforms tackling issues of Roma inclusion.

The human resources required for the implementation of the project at regional level will comprise of a full time Regional Project Manager, a full-time Project Associate and a part-time Communication Specialist. Additional expertise will be contracted for specific tasks, including an external company to conduct the quantitative survey. Individual consultants will be contracted to support the design of the quantitative and qualitative survey and as well as to carry out quality control, data analysis and reports preparation.

#### 1. Regional Project Manager

The Regional Project Manager will be responsible for day-to-day management of the Action, including timely and efficient delivery of project outputs and envisaged results. The Regional Project Manager will bear ultimate responsibility for quality assurance of the technical assistance and transparent and credible implementation of all operational, financial and administrative procedures. Moreover, he/she will also serve as a resource person for national level activities, ensure coherence and technical credibility in the use of chosen survey methodologies and solutions. He/she will also facilitate cross-country peer-level exchange. The Regional Project Manager will be responsible for technical aspects relating to the formulation and analysis of qualitative studies and for ensuring high professional standards and quality of commissioned policy and technical studies. The Project Manager's salary will be 100% covered from the project budget for a period of 24 months

#### 2. Data Specialist

The two Data Specialists will be responsible for (i) guiding expert discussions on the frameworks for the micronarrative studies, designing/ providing training to national experts engaged to collect and enter the micronarrative stories, ensuring methodological coherence, overseeing presentation of data and (ii) will lead the process of constructing and visualizing social vulnerability scores for selected or all municipalities in the countries covered by the Action. Overall the data specialists will commit a maximum of 12 months over the project implementation period.

#### 3. Project Assistant:

The Project Assistant will be responsible for providing support in the project implementation, identification of suitable procurement modalities transparent, effective and streamlined procurement; providing support in preparation of budget revisions, supporting the financial monitoring and reporting; assisting in logistics and organizing events etc. for a period of 24 months.

#### 4. Communications Specialist:

Supporting the Project Manager in technical aspects of communication and visibility activities, including production of audio-visual products. The communication specialist will ensure that all awareness-raising activities adhere to and are fully aligned with the Communication & Visibility Plan and strategy agreed between the EU and UNDP. Overall, the Communications Specialist will commit 50% of work time over the project implementation period.

#### 5. Finance, procurement and travel associates:

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine. Finance, Procurement and Travel associates will be responsible for quality assurance of procurement cases, financial reporting and processing travel requests related to the project monitoring missions. The total committed time is equivalent to 60 work days over the project implementation period i.e. 10, 15 and 5 work-days respectively. In addition, services of external companies and individual experts will be used for implementation of selected activities. This external expertise will be contracted based on a competitive selection process in accordance to the UNDP's Programme and Operations Policies and Procedures.

In implementing this project, there are several categories of costs that are envisaged, such as office rent, computer equipment, internet, telecommunication, stationary, translation, printing, as indicated in the Budget of the Action, Annex 3 to the EU-UNDP Contribution Agreement.

The following contracts to companies will be concluded

1. Survey Agency to conduct quantitative survey.

The Agency will:

- Cooperate with UNDP in completing design of the questionnaire, ensuring its translation into local languages, modification/fine-tuning of the national language versions (the questionnaire will be co-designed by an expert selected by UNDP), and piloting of the questionnaire;
- Print the appropriate number of questionnaires to cover the agreed sample number
- In cooperation with UNDP and local partnering Roma organizations construct the samples design (covering the Roma population, and the non-Roma living in close proximity), and select Roma enumerators;
- In cooperation with UNDP develop training materials and conduct training for enumerators. To the extent possible members of the Roma community will be recruited as enumerators
- In cooperation with local partnering organizations conduct survey field work, and conduct and document the post-interview interviewers' overall assessment of the household status
- Process the information collected through the field work (data entry, performing standard data cleaning/quality control checks, anonymization, logical checks procedures and documentation);
- Produce a technical report detailing the survey methodology, sampling and field work;

2. National NGOs or companies to conduct community assessments (one in each country);

3. UNDP Istanbul International Centre for Private Sector in Development (UNDP IICPSD) to construct DSVIs and oversee access to and use of digital online tool

The following individual consultants, key experts, will be recruited to help with data analysis (the profile of these experts may change, in line with the final decisions on the topics of the qualitative studies to be carried out in each country):

- International consultant to provide quality control and construct key indicators using the quantitative data
- International consultant to provide quality control over use and presentation of micronarrative data
- International consultant on personal documentation issues. The consultant will be responsible for analysis of data and information derived from the quantitative and qualitative studies, linking them up with the analysis of national legal and policy frameworks. The consultant will document the position of Roma with no personal documentation, and identify key obstacles inhibiting access to such documentation.
- International consultant on gender and Roma issues will be responsible for participation in the review of quantitative data derived from the survey through a gender lens, organisation and

*AM*

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine carrying out qualitative studies (focus groups/ structured interviews or other methods) on issues related to the position of Roma women in the family and in the community.

- International consultant on employment and discrimination will be responsible for quantitative survey data review and analysis of information collected through qualitative work.
- International consultant on migration, IDPs and refugees will be responsible for desk review of quantitative survey data and qualitative survey information related to this thematic area and production of a summary report on the topic.

The implementation of the project will be overseen and guided by a project Steering Committee, which will include representatives from UNDP's IRH and the European Commission. The Committee will meet at least once a year. If considered relevant, other stakeholders, such as the WB and FRA, shall be invited as observers.

## IX. Multi-year Work Plan

EXPECTED OUTPUTS	PLANNED ACTIVITIES	TIMELINE										
		Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9		
<b>Output 1.</b> Mapping of Roma settlements, host settlements for IDPs and refugees and Community Assessments available for all countries covered by the Action.	<b>Activity 1.1.</b> Setting up the National Steering Committees and Technical Working Groups	x	x									
	<b>Activity 1.2.</b> Carrying out a mapping and community assessment in the Roma and host settlements in the three countries covered by the Action	x	x									
	<b>Activity 1.3.</b> Consultations workshops held in each of the countries covered by the survey		x	x								
<b>Output 2.</b> Results and datasets of the Baseline Roma quantitative survey available at a multi-country and at country level (Georgia, Moldova and Ukraine).	<b>Activity 2.1.</b> Designing of the sample and the questionnaires for the quantitative Roma survey		x									
	<b>Activity 2.2.</b> Piloting of the Baseline Quantitative Survey in the three countries			x								
	<b>Activity 2.3.</b> Fielding of the Baseline Quantitative Survey in the three countries				x							
<b>Output 3.</b> Qualitative assessment of essential socio-economic vulnerabilities experienced by Roma men and women in Georgia, Moldova and Ukraine	<b>Activity 2.4.</b> Dataset files and cross-tabulation tables from the Baseline Quantitative Survey disaggregated by key individual and household characteristics (sex, age, place of residence, income status, etc).					x			x			
	<b>Activity 2.5.</b> Producing and disseminating the field work and technical report for the Baseline Quantitative Survey							x				
	<b>Activity 3.1.</b> Designing and fielding qualitative assessment (micro-narratives or focus group-based structured interviews or individual journeys)				x							
<b>Activity 3.2.</b> Producing and disseminating a thematic report summarising the results of the qualitative study on access of Roma to employment, social protection as well as experience of discrimination in the labour market in Georgia, Moldova and Ukraine	<b>Activity 3.2.</b> Producing and disseminating a thematic report summarising the results of the qualitative study on access of Roma to employment, social protection as well as experience of discrimination in the labour market in Georgia, Moldova and Ukraine										x	x
	<b>Activity 3.3.</b> Producing and disseminating a thematic report summarising intersecting vulnerabilities of Roma women in households, economy and the society in Georgia, Moldova and Ukraine										x	x

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Output 4</b> Results of quantitative and qualitative assessments widely disseminated</p>	<p><b>Activity 3.4.</b> Producing and disseminating a thematic report on the specific challenges experienced by men and women Roma, refugees and IDPs in selected host communities in Georgia, Moldova and Ukraine</p>						
	<p><b>Activity 4.1.</b> Construction of Digital Social Vulnerability Indices (DSVI) to measure social vulnerability scores for Roma men and women and neighbouring communities</p>						
	<p><b>Activity 4.2.</b> Visual presentation of social vulnerabilities of Roma in Georgia, Moldova, Ukraine</p>						
	<p><b>Activity 4.3.</b> Final dissemination events presenting Action products: data sets, reports, digital online tool, and audiovisual products</p>						

1001

---

**X. RESULTS FRAMEWORK/LOGICAL FRAMEWORK**

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

EXPECTED OUTPUTS	OUTCOME/OUTPUT INDICATORS				DATA COLLECTION METHODS & ASSUMPTIONS
	Value	Y1	Y2	Y3	

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Impact (Overall objective)</b> To narrow the gap in multi-dimensional poverty and access to socio-economic rights between Roma and non-Roma population in the Eastern Partnership and South Caucasus countries by contributing to evidence-based decision making and to more informed and focused policy dialogue on Roma inclusion</p>	<p><b>Indicator #</b> 0 Number of strategic policy and programming documents using the socio-economic gap analysis between Roma and non-Roma for concrete improvements in the living conditions of Roma communities and access to public services equal to that of other citizens</p>	<p><b>Target:</b> Socio-economic data and findings from the baseline survey used in the policy making and programming of national resources and international donor programmes</p> <p><b>Baseline:</b> In the Republic of Moldova, from 2016 to 2020 the Plan for the support of Roma population was in place. New Plan is under preparation. No evaluation of the former plan has been undertaken yet, and there is no system for collection of primary socio-economic data, monitoring of the progress and capturing lessons learned for effective policy making.</p> <p>In Ukraine, under leadership of the Ministry of Culture, a draft National Strategy and draft National Action Plan on preventing of all forms of discrimination of Roma has been prepared, UNDP together with other is exploring the modalities for supporting the establishment of a system of monitoring the progress in the implementation of the strategy. In Georgia, the newly adopted State Strategy and Action Plan for Civic Equality and Integration 2021-2030 obliges the state to provide for the social, health, educational and legal needs of the representatives of relatively small minority communities, including Roma.</p>	<p>3</p>	<p><b>Data source and collection method:</b> Annual government reports on the progress; Independent assessment by civil society organisations and international organizations, Updated geo-referenced household survey and geospatial data</p> <p><b>Frequency:</b> every 6-month in the mid-year reviews and annual progress reports.</p> <p><b>Responsibility:</b> UNDP Project Manager and Local Coordinators</p> <p><b>Assumptions:</b> The data and analysis made available through this action is used by national governments and international partners to guide and inform policy and programming initiatives, which impact Roma inclusion and improve access of Roma and their socio-economic rights. Governments (central and local) are committed and capable of using data for evidence-based policy making. The security situation in Ukraine and Moldova do not negatively affect the ability of the project to carry out the study and disseminate results</p>
---	---	--	----------	--



Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Output 1.</b> Mapping of Roma settlements, host settlements for IDPs and refugees and Community Assessments available for all countries covered by the Action.</p>	<p><b>Indicator:</b> number of identified Roma settlements, areas of compact Roma population, or localities with significant shares of Roma population or host communities with significant number of Roma IDPs and refugees.</p>	<p><b>Target:</b> TBD during the inception phase  <b>Baseline:</b> In Moldova the last Population Census held in 2014<sup>7</sup> and registered 13,900 Roma in Moldova. It provides good initial sampling frame... Next population Census is foreseen for 2023.                  In Ukraine no up-to-date and reliable statistics on Roma population is available. Most recent Census data for Roma in Ukraine are from the 2001 Census, which counted 47,917 Roma. Council of Europe average estimate of number of Roma in 2012 was 260,000. Next Census was expected in 2021, but has been postponed till 2023, which is unlikely to take place. UNFPA is supporting the Government of Ukraine in improving quality of demographic data and getting more reliable population estimates. However, this work is limited and doesn't cover some essential data disaggregation. Qualitative survey will require special efforts in constructing sample.                  In Georgia, Roma communities reside in small settlements, some in the capital or near the capital, others in rural areas. Accurate estimates are difficult to make. Roma groups today are scattered across Georgia. Taking into account the small Roma population, survey will need to use special sampling techniques.</p>	<p>Available data on all major Roma settlements with compact Roma population or host communities with significant number of Roma IDPs and refugees.</p>		<p><b>Data source and collection method:</b>                  Annual project reports on the progress;                  Frequency: every 6-month in the mid-year reviews and annual progress reports.  <b>Responsibility:</b> UNDP Project Manager and UNDP Country Office focal points  <b>Assumptions:</b> Availability and quality of data on settlements from population census (in the case of Moldova), but also from other administrative sources, previous research and from civil society organisations. In order to offset the underestimation of Roma populations by censuses in most countries, additional inputs from quantitative research will be used to identify those settlements. Security situation and openness of IDPs and refugees and host communities to participate in designing a specific module in order to capture the particular or additional challenges of IDPs and refugees which they face in accessing social and economic rights.</p>
--	---	---	---	--	---

AMM



Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Output 2.</b> Results and datasets for the Baseline Roma quantitative survey available at aggregated multi-country and at country level (Georgia, Ukraine, Moldova)</p>	<p><b>Indicator:</b> Availability of data set with core socio-economic indicators disaggregated in format suitable for further analysis</p>	<p><b>Target:</b> Datasets of the 2023 Roma Survey available and used by UNDP and the WB in the reports for assessing socio-economic status of Roma men and women in Georgia, Moldova and Ukraine <b>Baseline:</b> 0 (This will be the first-ever survey on Roma in the Eastern partnership countries, which uses a methodology, which is coherent with the one used in other EU candidate and pre-candidate countries and EU member states)</p>	<p>Datasets available and shared with the WB, EU and relevant policy makers</p>	<p><b>Data source and collection method:</b> Annual project reports on the progress; <b>Frequency:</b> every 6-month in the mid-year reviews and annual progress reports. <b>Responsibility:</b> UNDP Project Manager and UNDP Country Office focal points. <b>Assumptions:</b> Data and analysis made available are accessed and used by all relevant decision makers, research institutes and international organizations active in promotion of Roma Inclusion; The capacity and willingness of National Statistical Offices to actively engage in the survey design process and in active dissemination of the survey data.</p>
---	---	--	---	---

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Output 3.</b> Completing contextualized qualitative assessment of essential socio-economic vulnerabilities experienced by Roma men and women in Georgia, Moldova and Ukraine</p>	<p><b>Indicator:</b> Number of multi-country qualitative assessments of Roma social and economic vulnerabilities available for policy makers, development practitioners and researchers</p>	<p><b>Target:</b> Contextualised qualitative analyses produced on 3 key themes, covering Georgia, Moldova and Ukraine on topics of: (i) employment and labour market discrimination; (ii) intersecting vulnerabilities of women withing household, in the economy and the society; and (iii) situation and challenges faced by Roma refugees and IDPs.</p> <p><b>Baseline:</b> 0</p>			<p><b>Data source and collection method:</b> Annual project reports on the progress;</p> <p><b>Frequency:</b> every 6-month in the mid-year reviews and annual progress reports.</p> <p><b>Responsibility:</b> UNDP Project Manager and Local Coordinators</p> <p><b>Assumptions:</b> Openness of Roma communities to discuss sensitive topics such security risks caused migration, ethnic and gender-based discrimination</p>
3					

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Output 4.</b> Results of quantitative and qualitative assessments widely disseminated.</p>	<p><b>Indicator:</b> Availability of a composite index of social and economic vulnerabilities of Roma men and women</p>	<p><b>Target:</b> A first-ever Digital Social Vulnerability Index constructed for Georgia, Moldova and Ukraine <b>Baseline:</b> 0 The available analysis of Roma vulnerabilities is fragmented, sectoral and no data can make a correlation and draw on causality between households vulnerabilities and territorial locations</p>			<p>3</p>
--	---	--	--	--	----------

---

#### IV. MONITORING AND EVALUATION

In accordance with the programming policies and procedures outlined in the UNDP User Guide, the Action will be monitored on a regular basis and will provide to the Steering Committee annual progress reports.

Progress will be monitored and assessed against the qualitative and quantitative indicators outlined in the Results and Resources Framework.

Within the annual cycle, the monitoring actions shall be carried out as specified in detail in the Monitoring Plan presented below.

Annual Progress Report shall be prepared by the Project Manager and shared with the Steering Committee members, two months after completion of 12-month implementation period. The annual report will provide, among others, an in-depth context and stakeholders analysis, describe the achievements against the annual targets and pinpoint the eventual adaptation required in the project strategy and work plan.

At the latest within six months after the Action's completion, the final narrative and financial report will be submitted to the Technical Working Group and, upon approval, to the European Commission.

In accordance with UNDP's programming policies and procedures, the project will be monitored through the following monitoring and evaluation plans:

### XI. Monitoring Plan

Monitoring Activity	Purpose	Frequency	Expected Action	Partners
Track results progress	Progress data against the results indicators in the RRF will be collected and analysed to assess the progress of the project in achieving the agreed outputs.	Quarterly	The project will be monitored by assessing progress against the qualitative and quantitative indicators outlined in the Project Results and Resources Framework. The indicators will be further refined during the inception phase of the project. Slower than expected progress will be addressed by project management.	UNDP IRH and UNDP Offices
Monitoring	Monitoring the progress and early detection of issues and emerging implementation risks. Ensuring compliance with UNDP's Social and Environmental Standards	In line with monitoring plan	A monitoring plan shall be activated in the Corporate information management system -ATLAS and updated at regular intervals to track the key management actions/event. To assess the progress, periodic monitoring shall be conducted through site visits in accordance with proposed schedule in the annual work plan. Upon expressed interest, members of the Steering Committee shall be informed on the timing and invited to join the field visits.	UNDP IRH and UNDP Offices
Risk Management	Identify specific risks that may threaten the achievement of intended results. Identify and monitor risk management actions.	Quarterly	Based on the initial risk analysis, a risk log will be activated and regularly updated by reviewing the external environment that may affect the implementation. Major risks and obstacles, which might affect the theory of change will be escalated for review and approval by the Project Steering Committee.	
Learn	Knowledge, good practices and lessons will be captured from the project onset, as well as actively sourced from partners and integrated back into the project.	At least annually	From the onset, a lessons-learned log shall be activated and updated regularly to ensure continuous organizational learning and adaptation of methodological approach in implementing similar actions in the future. This log will also facilitate the preparation of the Lessons-learned Report at the end of the implementation.	UNDP IRH and UNDP Offices
Project Quality Assurance	Implementation process and results will be assessed against UNDP's quality standards to identify the strengths and weaknesses hence make informed decisions to improve the project.	Biennial	Areas of strength and weakness will be reviewed by project management and used to inform decisions to improve project performance.	UNDP IRH and UNDP Offices
Review and Make Course Corrections	Internal review of data and evidence from all monitoring actions to inform decision making.	At least annually	Performance data, risks, lessons and quality will be discussed by the project board and used to make course corrections.	UNDP IRH and UNDP Offices

1001

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

<p><b>Project Reports</b></p>	<p>A progress report will be presented to the Steering Committee and key stakeholders, providing quantitative and qualitative evidence of achieved progress against pre-defined annual targets, an updated risk log with mitigation measures, and any other short-term review reports prepared during the reporting period.</p>	<p>Annual reports and Final Project Report at the end of the project</p>	<p>Reporting will be provided in accordance to the provisions of Article 3 of the General Conditions (Annex II to the Contribution Agreement). Annual Progress Report shall be prepared by the Project Coordinators and shared with the Steering Committee and submitted to EU. Annual reviews reports will form a basis for refinement of the approaches and activities envisaged for the next phase of project implementation. Within six months after project completion, the final report shall be submitted to EU.</p>	<p>UNDP IRH and UNDP Offices</p>
<p><b>Project Review (Steering Committee)</b></p>	<p>The Steering Committee will hold regular project reviews to assess the performance of the project and review the Multi-Year Work Plan to ensure realistic budgeting over the life of the project. Steering Committee reviews will take place once a year, upon submission of the annual progress report. In the project's final year, the Steering Committee shall hold an end-of project review to capture lessons learned and discuss opportunities for scaling up and to socialize project results and lessons learned with relevant audiences.</p>	<p>Once a year with physical or online presence.</p>	<p>Any quality concerns or slower than expected progress should be discussed by the project board and management actions agreed to address the issues identified.</p>	<p>UNDP IRH and UNDP Offices</p>

MM

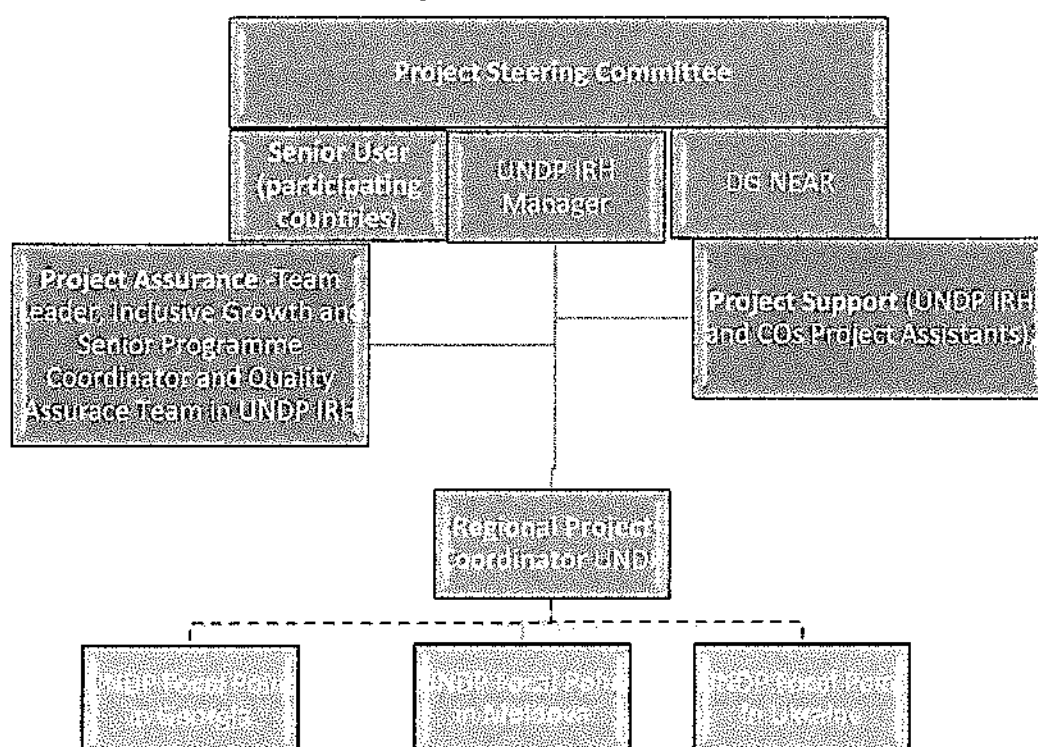


## XII. GOVERNANCE AND MANAGEMENT ARRANGEMENTS

The implementation of the Action will be overseen and guided by a Project Steering Committee. The Steering Committee will include representatives from the European Commission and UNDP IRH and participating Country Offices. Where relevant and appropriate, a representative from the World Bank, FRA and the Council of Europe shall be invited as observers.

The Steering Committee will meet at least once a year to review the progress and discuss the priority issues in the next period. (TORs provided in Appendix 2)

*Project Governance Structure*



**Terms of Reference: Technical Working Group**  
**Multi-country Assessment on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine**

## **Background**

The European Union (EU, DG NEAR), UNDP and World Bank (WB) have agreed to cooperate on conducting the first multi-country survey of the situation of ethnic Roma as well as Roma IDPs and refugees in Georgia, Moldova and Ukraine. Cooperation on the survey is based on a joint understanding that there is an urgent need to create baseline statistical evidence to raise awareness of different drivers contributing to Roma exclusion; and inform targeted efforts to tackle these different drivers in the five countries covered by the survey.

Building on previous cooperation in a similar project/ study in the Western Balkans, a broad division of labour has been agreed on, whereby UNDP will be responsible for conducting a quantitative survey of the Roma population in Georgia, Moldova, Ukraine and for carrying out in-depth studies on selected topics using qualitative methods; WB will carry out in parallel its own qualitative studies, and will also use the results of the quantitative survey to conduct in-depth analysis on the socio-economic vulnerabilities of Roma. EU will provide overall supervision.

However, in order to ensure consistent collaboration, alignment and synergies throughout the study, the three partners have agreed that it will be essential that a Technical Working Group (TWG) is set up and meets at key stages of the study, with technical staff from all three partners being nominated as members of the group. It is in particular important that representatives of the WB are involved (through the TWG) in the design stages of the quantitative survey, since they will be one of the main users of the survey data. For the EU, staff of the Fundamental Rights Agency (FRA) will be included, due to the Agency's considerable experience in data collection to monitor Roma rights in the countries of the European Union. However, in line with its mandate, FRA will provide technical advice only, and will not be involved in any data collection activities in non-EU member states.

Each of the three partners involved in the study will nominate 2-3 members of the TWG, and will pass on the names and coordinates to DG NEAR within one month from the project initiation.

The number and frequency of meetings of the TWG will vary in each stage of the survey. It is expected that monthly meetings (or more frequent) will be necessary during the inception phase, when key elements of the survey design will be discussed and approved by the TWG. At each meeting, minutes will be taken and consequently shared with all members. Responsibility for minute-taking will be organized on a rotating basis.

## **Tasks of the Technical Working Group**

### **1. Quantitative Survey**

UNDP will procure the services of a survey firm to carry out the quantitative survey in three countries.

#### **1.1. Survey Instruments/ Questionnaires:**

UNDP will draft questionnaires, building on the core modules used in previous surveys of Roma populations carried out in the Western Balkans, which in turn build on FRA's experience of carrying out surveys of Roma in European member states. These drafts will be discussed with national counterparts, and adapted to the national context. The draft questionnaires will also be shared with potential international users of the survey data, in particular – but not only - UNICEF, WHO, ILO, UN Women, OHCHR at the regional level, as well as other organisations active at the country level (for example GIZ).

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
The maximum length of administration of the questionnaire should be 90 minutes, and preferably shorter.

- After review by national counterparts and international partners, the draft questionnaires will be submitted to the TWG for comments.
- After receipt of comments from TWG members, the UNDP will revise the drafts.
- After approval by the TWG, the questionnaires will be piloted by the survey firm, which will also provide written comments/ recommendations on the basis of the pilot results. If and when needed, the polling company shall be invited to present the issues and/or progress of their work at the TWG meetings as ex-officio. These will be provided to the TWG, and subject to review of all members, after which UNDP will finalize the questionnaires.

In the case of disagreement among members of the TWG on what to include in/ exclude from the questionnaire, the EU (drawing on the expertise of the technical staff from FRA) will have the final decision-making authority.

### 1.2 Sample Design

The sample of households in each country will be designed to cover Roma households living in areas with relatively high shares of Roma, a smaller number of non-Roma households living in the same or neighbouring areas as well as in communities hosting Roma IDPs and refugees. (inclusion of non-Roma households is required in order to allow evaluation of the extent to which results showing levels of deprivation among Roma can be attributed to factors associated with exclusion on the basis of ethnicity, or to disadvantages faced by all populations living in the same area.)

The sampling methodology will be based on that used in the previous Western Balkans surveys, but will require some adaptation for each country, since census or other data on residence of ethnic Roma will not be uniformly available across the three countries, in particular in communities hosting Roma refugees and IDPs.

- The survey firm will work with UNDP technical staff to propose a sample design for each country.
- These will then be submitted for discussion and approval by TWG members.

In the case of disagreement among members of the TWG on final sample design, the EU (drawing on the expertise of the technical staff from FRA) will have the final decision-making authority.

### 1.3 Cleaning of data

After field work, the survey firm will be responsible for cleaning of the survey data, and providing the TWG with a clean data set, and a technical report. The data set will be subject to quality control by both the WB and UNDP staff. Should members of the TWG have special requests for the format in which the data is provided, including use of weights, this should be conveyed formally (in written form) to the UNDP project officer before the end of the field work/ in the design stage.

## **2. Qualitative Research**

During the inception/ preparation phase (first six months of the study), both UNDP and WB will inform the TWG about their proposals for qualitative research in the three countries covered by the study in order to avoid duplication and also to avoid overburdening the Roma communities/ respondents in the same period. A special meeting of the TWG will be dedicated to this topic, and will be held not more than 3 months after the inception phase is launched.

The two organizations will also present their proposals to national steering committees for validation.

*AWD*

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine  
In the case of disagreement among members of the TWG on the topics and methods to be employed by the UNDP and WB, the EU (drawing on the expertise of the technical staff from FRA) will have the final decision-making authority.

### **3. Presentation of Survey Design and Survey Results/ Analytical Work at the National Level**

At the national level, two workshops are envisaged to which a range of national and international stakeholders will be invited.

The inception workshops will be held in each country at the end of the inception phase. (Dates to be agreed with national partners).

After the results from the quantitative and qualitative studies are available, at least in advanced draft form, validation workshops will be held in each country.

An expanded version of the TWG, including not only the permanent technical level members, but also manager level staff from all three agencies (to be nominated by each agency), will meet before each of these workshops, in order to agree on the key messages. This meeting will be particularly important before presenting the results arising from the quantitative survey and preliminary findings from the qualitative research at validation workshops.

In the case of disagreement among members of the TWG on key messages the EU (drawing on the expertise of the technical staff from FRA) will have the final decision-making authority.

**Terms of Reference for the Project Steering Committee of  
the Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and  
Ukraine**

**I. Duties and Responsibilities**

The Project Steering Committee is the main body responsible for taking corrective actions as needed to ensure the project achieves the desired results.

Specific responsibilities of the Project Steering Committee include the following:

- Provide overall guidance and direction to the project, ensuring it remains within any specified constraints, and promote gender equality and social inclusion (LNOB) in the project implementation;
- Review project performance based on monitoring, evaluation and reporting, including standard quality assurance checks, progress reports, risk logs, spot checks/audit reports and the combined delivery report;
- Address any high-level project issues as raised by the project manager and project assurance;
- Provide guidance on emerging and/or pressing project risks and agree on possible mitigation and management actions to address specific risks (including ensuring compliance with UNDP's Social and Environmental Standards, Fraud/corruption, Sexual Exploitation and Abuse and Sexual Harassment);
- Agree or decide on project manager's tolerances as required, within the parameters set by UNDP and the donor, and provide direction and decisions for exceptional situations when the project manager's tolerances are exceeded;
- Advise on major and minor amendments to the project within the parameters set by UNDP and the donor;
- Agree or decide on a project suspension or cancellation, if required;
- Provide high-level direction and recommendations to the project management unit to ensure that the agreed deliverables are produced satisfactorily according to plans.
- Receive and address project level grievance, including overseeing whatever specific compliance and stakeholder response (or grievance) mechanisms have been put in place so that individuals and communities potentially affected by the project have access to effective mechanisms and procedures for raising concerns about the social and environmental performance of the project.
- Engage in the low value grant selection process where there is no Grant Selection Committee, as guided by the Low Value Grants – UNDP Operational Guide.
- Ensure coordination with multiple government agencies and their participation in project activities.
- Ensure commitment of human resources to support project implementation, arbitrating any issues within the project.
- Act as an informal consultation mechanism for stakeholders;
- Approve the Project Inception Report, Mid-term Review and Terminal Evaluation reports and corresponding management responses;
- Review the final project report package during an end-of-project review meeting to discuss lessons learned and opportunities for scaling up;
- Providing guidance or reporting protocols to technical committees or sub-bodies reporting to the Board;

The Project Steering Committee will comprise of:

- 1) **Project Executive** - IRH Manager will be the Project Executive and will co-chair the Project Steering Committee.
- 2) **Beneficiary Representatives** - individuals representing the interests of those groups of stakeholders who will ultimately benefit from the project. Their primary function within the Steering Committee is to ensure the realization of project results from the perspective of project beneficiaries.

Multi-country Survey on the socio-economic vulnerabilities of Roma in Georgia, Moldova and Ukraine

**3) Development Partners** - Individuals representing the interests of the parties concerned that provide funding, strategic guidance and/or technical expertise to the project<sup>9</sup>.

The Project Steering Committee will meet once per year according to the schedule agreed upon the project launch. All decisions should be made by unanimous consensus. If a consensus cannot be reached within the Board, the final decision shall rest with the UNDP representative. All decisions must be documented and meeting minutes approved by the Steering Committee members.

The Steering Committee members can be reimbursed from project funds for travel or lodging to attend Steering Committee meetings. Its members will abide to internationally recognized professional standards and principles of sound governance, conflicts of interest affecting board members in performing their duties must be formally disclosed if not avoidable. Where a board member has a specific personal conflict of interest with a given matter before the board, he/she must recuse oneself from their participation in a decision. No board member can vote or deliberate on a question in which he/she has a direct personal or pecuniary interest not common to other members of the board.

### **Standard Outputs of Project Steering Committee Meetings**

In its oversight function, the Project Steering Committee will review and assess the following project-related evidence at each meeting:

- Assessment of project progress to date against project output indicators (as documented in the project document results framework)
- Approval/review of annual work plans
- Assessment of the relevant Monitoring & Evaluation mechanisms, including all evaluations
- Review and assessment of the Project Risk Log (with updating/amendments as needed)
- Assessment of project spending, based on a review of the combined delivery report
- Review of required resources versus available funding (if applicable) and steps taken to reduce funding gap identified at the project design stage

This will be in addition to the review and approval of any required project execution decisions.

The output of every Project Steering Committee shall be a written record (minutes) that captures the agenda and issues discussed and the agreed upon action items and decisions. Each report should clearly document the members attending the meeting as well as all participants in the meeting and the modality used to agree on a certain action or decision (whether formal voting or no-objection or other mechanism). All records of board meetings should be documented and kept by UNDP in their quality assurance function.

### **Support Functions to the Project Steering Committee**

Project assurance is the responsibility of each Project Steering Committee member, however, UNDP will support Project Steering Committee and Project Management by carrying out objective and independent quality assurance related to the project oversight and monitoring, including application of UNDP's social and environmental management system to ensure the SES are applied through the project cycle. A designated representative of UNDP Project assurance team will attend Project Steering Committee meetings and support board processes as a non-voting representative.

---

<sup>9</sup> With the exception of responsible parties or any firms/entities engaged by the project to provide technical expertise with project funds

*MM*

## ANNEX II - General Conditions for Contribution Agreements

Article 1: Definitions.....	2
Article 2: General obligations.....	4
Article 3: Obligations regarding information and reporting.....	6
Article 4: Liability towards third parties.....	8
Article 5: Conflict of interests.....	8
Article 6: Confidentiality.....	8
Article 7: Communication and visibility.....	9
Article 8: Right to use results and transfer of equipment.....	10
Article 9: Monitoring and evaluation of the Action.....	11
Article 10: Amendment to the Agreement.....	11
Article 11: Suspension.....	12
Article 12: Termination.....	14
Article 13: Applicable law and settlement of disputes.....	15
Article 14: Recovery.....	15
Article 15: Archiving, access and financial checks.....	16
Article 16: Eligibility of costs.....	17
Article 17: Payments.....	19
Article 18: Final amount of the EU Contribution.....	21
Article 19: Performance-based financing.....	21
Article 20: Contracting and Early Detection and Exclusion System.....	21

## Article 1: Definitions

- Action:** the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.
- Contractor:** a natural or legal person with whom a Procurement Contract has been signed.
- Days:** calendar days.
- Early Detection and Exclusion System:** a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
- End Date:** the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 17 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 18. If any of the Parties invokes a dispute settlement procedure in accordance with Article 13, the End Date shall be postponed until the completion of such procedure.
- EU Financial Regulation** Regulation (EU, Euratom) No. 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Council Regulation (EC, Euratom) No 996/2012 (OJ L 193, 30.7.2018, p. 1).
- Ex ante Pillar-Assessment:** an assessment of the systems, rules and procedures carried out in order to check whether such entity demonstrates a level of protection of the EU financial interests equivalent to that existing when the European Commission implements the budget itself.
- Final Beneficiary:** a natural or legal person ultimately benefiting from the Action.
- Force Majeure:** any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.

*AMM*



Grant:	a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities, including sub-granting and procurement for the implementation of these activities.
Grant Beneficiary:	a natural or legal person to whom a Grant has been awarded.
Grave Professional Misconduct:	any of: <ul style="list-style-type: none"> <li>a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or</li> <li>any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.</li> </ul>
Impact:	the overall objective of the Action entailing positive and negative, primary and secondary long-term effects produced by a development intervention, directly or indirectly, intended or unintended.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure progress in the achievement of the relevant Results of the Action. An indicator must have an agreed baseline, target and source of data.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: <ul style="list-style-type: none"> <li>a) effectiveness, efficiency and economy of operations;</li> <li>b) reliability of reporting;</li> <li>c) safeguarding of assets and information;</li> <li>d) prevention, detection, correction and follow-up of fraud and irregularities;</li> <li>e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.</li> </ul>
International Organisation:	an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.
Member State Organisation:	an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.
Multi-Donor Action:	an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).
Outcome:	the specific objective of the Action entailing the likely or achieved short-term and medium-term effects of an Action's Outputs. For non-EU external actions "Outcomes" are synonymous of Results.
Output:	the products, capital goods and services which result from an Action's activities.
Partner:	an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.

**Procurement Contract:** a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.

**Regulations and Rules:** regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.

**Result:** the Output, Outcome or Impact of an Action.

**Sound Financial Management:** a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

## **Article 2: General obligations**

### **Implementation of the Action**

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

2.2 In the performance of the activities and subject to ad-hoc provisions stipulated in the Special Conditions, if any, the Organisation shall apply its own rules and procedures, which have been subject to the Ex-ante Pillar-Assessment, as regards:

- a) internal control;
- b) accounting system;
- c) independent external audit;
- d) exclusion from access to funding;
- e) publication of information on recipients;
- f) protection of personal data.

The Organisation may apply its own rules and procedures as regards the award and management of Grants and/or Procurement Contracts only if and to the extent provided for by the Special Conditions, including any ad hoc measures.

As regards the publication of information on recipients, the Organisation shall authorise the publication of the internet site where it publishes the information referred to in Article 3.8 d) on the European Commission's internet site.

2.3 Where the Organisation has been fully or partially exempted, by the European Commission, from undergoing the Ex-ante Pillar Assessment, it may apply its own rules and procedures in the areas provided for under Article 2.2, subject to ad-hoc provisions stipulated in the Special Conditions, if any.

2.4 The Organisation may use any Regulations and Rules which have not been subject to an Ex-ante Pillar Assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement and with the rules and procedures which have been subject to the Ex-ante Pillar-Assessment.

## Responsibility

- 2.5 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.
- 2.6 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

## Other obligations

- 2.7 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.9-Other obligations, 5-Conflict of interests, 7- Visibility, and Article 15-Archiving, access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.

In addition, the Organisation also undertakes to require Contractors and Grant Beneficiaries to: (i) comply with the relevant national laws and regulations as regards protection of personal data and (ii) ensure accurate and regular records and accounts.

- 2.8 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the Ex-ante Pillar Assessment undergone by the Organisation or affecting the rules and procedures which have been assessed by the European Commission for the purpose of granting an exemption from the obligation to undergo an Ex-ante Pillar Assessment, or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 12.3.
- 2.9 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.

- 2.10 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

### **Article 3: Obligations regarding information and reporting**

#### **General issues**

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one (1) year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of progress towards the achievement of its Results (Outputs, Outcomes and if possible Impact) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the Results, the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available. The Special Conditions shall lay down the rules concerning any remaining funds.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) Days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-Day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

#### **Content of the reports**

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
- a) summary and context of the Action;
  - b) actual Results: an updated table based on a logical framework matrix (as included in Annex I) including reporting of Results achieved by the Action (Outputs, Outcomes, and if possible, Impact) as measured by their corresponding Indicators, against agreed baselines and targets, and relevant data sources;
  - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
  - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
  - e) information on measures taken to identify the EU as source of financing, in accordance with Article 7;

- f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
  - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
  - h) where applicable, a request for payment;
  - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
- a) all the information requested in Article 3.7 a) to h);
  - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
  - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
  - d) the exact link to the webpage referred to in last subparagraph of Article 2.2;
  - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 8;
  - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
  - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions<sup>1</sup>. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) Days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

#### **Management declaration**

- 3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VI, unless Article 1.5 of the Special Conditions states that a global management declaration shall be sent annually to the European Commission headquarters, separately from the reports provided under this Agreement.

#### **Audit or control opinion for organisations other than International Organisations/Member State Organisations**

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.

<sup>1</sup> By default, the reporting period is every twelve (12) months as from the commencement of the Implementation Period.

- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the global management declaration and the global audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

#### **Currency for reporting**

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

#### **Failure to comply with reporting obligations**

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 12, refuse to pay any outstanding amount and recover any amount unduly paid.

#### **Article 4: Liability towards third parties**

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

#### **Article 5: Conflict of interests**

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

#### **Article 6: Confidentiality**

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding

the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.

- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
  - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
  - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

## Article 7: Visibility

### Visibility

- 7.1 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Such measures shall be carried out in accordance with the Visibility Requirements for EU External Action<sup>2</sup>, as in effect at the time of entry into force of this Agreement or with any other guidelines agreed between the European Commission and the Organisation.
- 7.2 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 7.3 If, pursuant to Article 8.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU emblem) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 8.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 7.4 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium,

<sup>2</sup> Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at [https://ec.europa.eu/info/comms-visibility-requirements\\_en](https://ec.europa.eu/info/comms-visibility-requirements_en)

including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.

- 7.5 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 7.6 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

#### **Communication**

- 7.7 In addition to the obligations stipulated under Article 7.1 to 7.6, the Organisation shall implement, if applicable, communication activities as described in Annex I.

### **Article 8: Right to use results and transfer of equipment**

#### **Right to use**

- 8.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 8.2 Where the results mentioned in Article 8.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

#### **Transfer**

- 8.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 8.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 15.1.
- 8.5 By way of derogation from Article 8.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 8.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest - together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.



## **Article 9: Monitoring and evaluation of the Action**

- 9.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place; and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 9.2 Article 9.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.
- 9.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 9.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

## **Article 10: Amendment to the Agreement**

- 10.1 Without prejudice to Articles 10.3 to 10.6, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 10.2 The requesting Party shall request in writing any amendment thirty (30) Days before the amendment is intended to enter into force and no later than thirty (30) Days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) Days after the date when the amendment request was received.
- 10.3 By way of derogation from Articles 10.1 and 10.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.

- 10.4 The method described in Article 10.3 shall be used neither to amend the contingency reserve referred to under Article 16.2, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 10.5 The Organisation may, in agreement with the Contracting Authority and before the modification takes place, change the following without a formal addendum to the Agreement:
- (a) Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main outcome of the Action;
  - (b) Communication activities described in Annex I.
- Approved changes must be explained in the next report.
- 10.6 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.

## **Article 11: Suspension**

### **Suspension of the time limit for payment**

- 11.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
  - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about compliance by the Organisation with its obligations in the implementation of the Action; or
  - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
  - d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 11.2 In the situations listed in Article 11.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) Days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

### **Suspension of the Agreement by the Contracting Authority**

- 11.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its Ex-ante Pillar Assessment or in the implementation of the Action;
  - b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
  - c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 11.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) Days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or part of the implementation of this Agreement serving seven (7) Days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 12.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

### **Suspension for exceptional circumstances**

- 11.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional and unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 11.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
  - b) in cases such as crisis entailing a change of EU policy.
- 11.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 11.5 and 11.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 11.8 In the situations listed in Articles 11.5 and 11.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action.

before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 12.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

## Article 12: Termination

- 12.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
  - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
  - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
  - d) is guilty of Grave Professional Misconduct proven by any justified means;
  - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
  - f) fails to comply with the reporting obligations in accordance with Article 3.15;
  - g) has committed any of the failings described in Article 11.3 on the basis of proof in the possession of the Contracting Authority.
- 12.2 Before terminating the Agreement in accordance with Article 12.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) Days from the receipt of the notification. During this period, and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 11.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) Days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 18 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.
- 12.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) Days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
  - b) in the situations described in Articles 11.5 and 11.6, the unavoidable residual expenditures incurred during the notice period; and,
  - c) in the situations described in Articles 11.5 and 11.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the

written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 14.

- 12.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 17. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

### **Article 13: Applicable law and settlement of disputes**

- 13.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 13.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 13.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 13.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within one hundred and twenty (120) Days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.
- 13.4 Where the Organisation is an International Organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
  - b) in the absence of an amicable settlement pursuant to Article 13.1 above, any dispute, controversy or claim arising out of or in relation to this Agreement, or the existence, interpretation, application, breach, termination, or invalidity thereof, shall be settled by final and binding arbitration in accordance with the 2012 Permanent Court of Arbitration Rules for Arbitration, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

### **Article 14: Recovery**

- 14.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.

- 14.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 Days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) Days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 14.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
- a) by offsetting it against any amounts owed to the Organisation by the EU;
  - b) by taking legal action pursuant to Article 13;
  - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 14.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 17.7(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.
- 14.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 14.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

#### **Article 15: Archiving, access and financial checks**

- 15.1 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 15 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.
- 15.2 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 15.3 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.

- 15.4 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 15.5 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.
- 15.6 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.2 to 17.5 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 15.7 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 15.8 Failure to comply with the obligations set forth in Article 15 constitutes a case of breach of a substantial obligation under this Agreement.

#### **Article 16: Eligibility of costs**

- 16.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
  - b) they are incurred in accordance with the provisions of this Agreement;
  - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 16.6;
  - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
  - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
  - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
  - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
  - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.

- 16.2 A reserve for contingencies and/or possible fluctuations in exchange rates - not exceeding 5 % of the direct eligible costs - may be included in Annex III to allow for adjustments necessary in the event of unforeseeable changes of circumstances on the ground. In such case, the reserve can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.
- 16.3 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 16.4 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 16.5 The following costs are ineligible for EU financing:
- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or to any other employee insurance funds run by the Organisation shall only be eligible to the extent they do not exceed the cost incurred during the reporting period, calculated following applicable international accounting standards;
  - b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 8;
  - c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
  - d) return of capital;
  - e) negative remuneration charged by banks or other financial institutions;
  - f) debts and debt service charges;
  - g) provision for losses, debts or potential future liabilities;
  - h) banking charges for the transfers from and to the Contracting Authority;
  - i) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 11.8;
  - j) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
  - k) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 16.1; and
  - l) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

*MM*



## Simplified cost options

- 16.6 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 16.7 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 16.1, 16.3 and 16.5, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 16.8 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 16.9 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 16.10 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

## Article 17: Payments

- 17.1 Payment procedures shall be as follows:
- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) Days of receiving the Agreement signed by both Parties;
  - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
    - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;
    - ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
    - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
  - c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 18 and following approval of the request for payment of the balance and of the final report; and

- d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) Days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 11 or 12.
- 17.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 18. If the balance is negative, the payment of the balance takes the form of recovery.
- 17.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 17.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.
- 17.5 Payment arrangements for performance-based financing in accordance with Article 19 shall be set-out in Article 4 of the Special Conditions and Annex I.
- 17.6 If no payment has been made by the Contracting Authority within two (2) years of the entry into force of the Agreement, the Agreement shall be terminated.

#### **Late payment interest**

- 17.7 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:
- a) upon expiry of the time limits for payments specified in Article 17.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
  - b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 11 or 12 shall not be considered as late payment;
  - c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 17.1. Any partial payment shall first cover the interest;
  - d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two (2) months of it receiving late payment;
  - e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two (2) months of it receiving late payment.

## **Article 18: Final amount of the EU Contribution**

- 18.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 17 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
  - b) to be recovered from the Organisation in accordance with Article 14 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 18.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
  - b) the amount obtained after reduction of the EU Contribution in accordance with Article 18.3.
- 18.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

## **Article 19: Performance-based financing**

- 19.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 16. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 19.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.
- 19.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 19.4 Articles 3.7 f), 3.8 b), 3.8 f), 10.3 and 10.5 do not apply to the part of the Action supported by way of performance-based financing.

## **Article 20: Contracting and Early Detection and Exclusion System**

### **Contracting**

- 20.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.

## Early Detection and Exclusion System

- 20.2 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to its rules and procedures referred to in Article 2.2 d) and any ad hoc measure stipulated in the Special Conditions or if it has detected a fraud and/or an irregularity pursuant to Article 2.6. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 20.3 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 20.4 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to that information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions.

*MM*







## FINANCIAL IDENTIFICATION

PRIVACY STATEMENT [https://ec.europa.eu/info/sites/info/files/about\\_the\\_european\\_commission/eu\\_budget/privacy\\_statement\\_en.pdf](https://ec.europa.eu/info/sites/info/files/about_the_european_commission/eu_budget/privacy_statement_en.pdf)  
By submitting this form, you acknowledge that you have been informed about the processing of your personal data by the European Commission for accounting and contractual purposes.

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

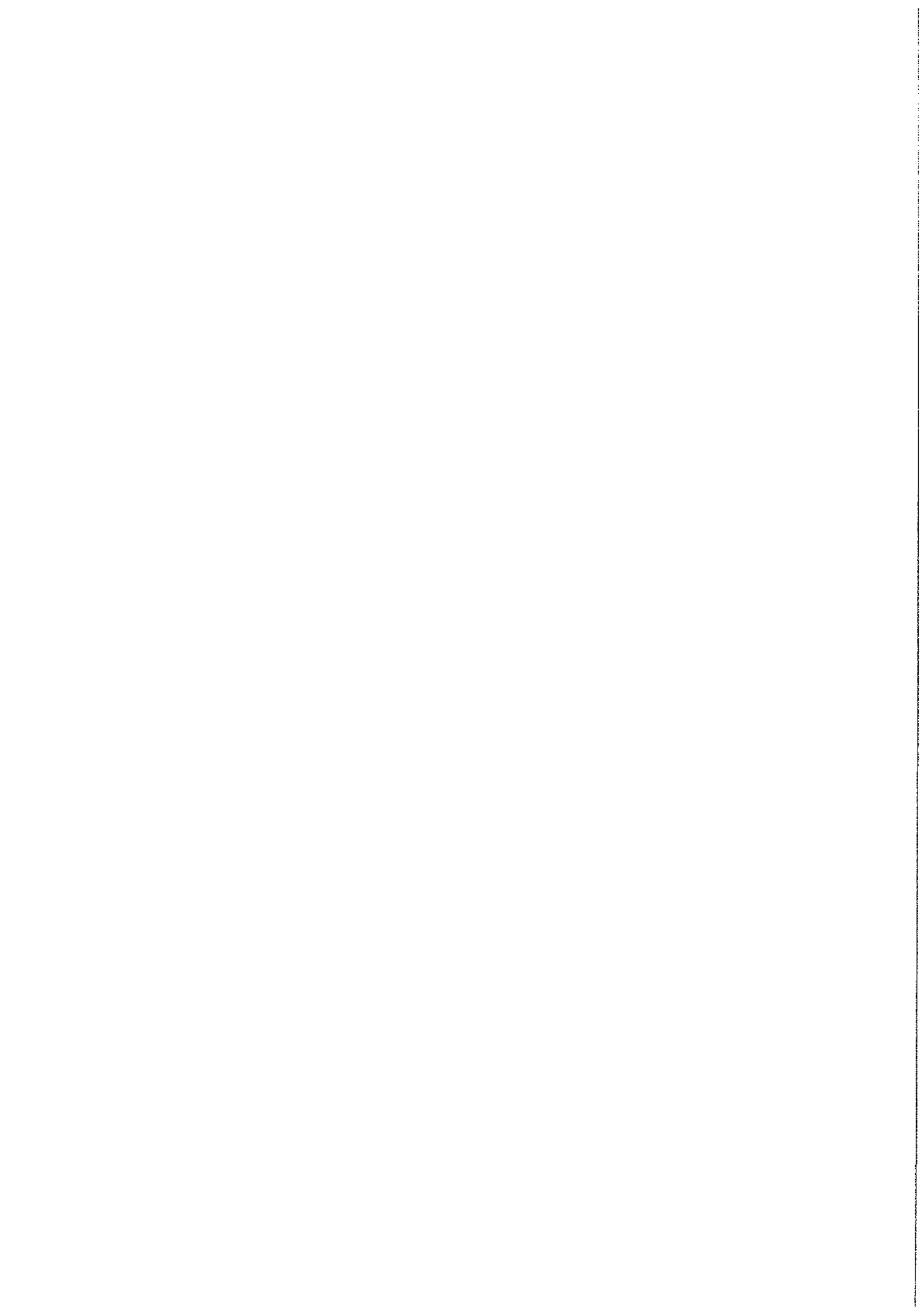
<b>BANKING DETAILS ①</b>			
ACCOUNT NAME ②	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT - WORLD BANK TRUST FUNDS		
IBAN/ACCOUNT NUMBER ③	DE81501108006161649477		
CURRENCY	EUR		
BIC/SWIFT CODE	CHASDEFX	BRANCH CODE ④	
BANK NAME	J.P. MORGAN SE		
<b>ADDRESS OF BANK BRANCH</b>			
STREET & NUMBER	TAUNUSTOR 1		
TOWN/CITY	FRANKFURT AM MAIN	POSTCODE	60310
COUNTRY	GERMANY		

<b>ACCOUNT HOLDER'S DATA</b>			
<b>AS DECLARED TO THE BANK</b>			
ACCOUNT HOLDER	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT - WORLD BANK TRUST FUNDS		
STREET & NUMBER	1818 H STREET NW		
TOWN/CITY	WASHINGTON, DC	POSTCODE	20433
COUNTRY	USA		

REMARK	
--------	--

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤	DATE (Obligatory)
	SIGNATURE OF ACCOUNT HOLDER (Obligatory)

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.





## ANNEX V

### Request for payment for Contribution Agreement

Date of the request for payment <.....>

For the attention of  
<Address of the Contracting Authority>  
<Financial unit indicated in the Contribution Agreement><sup>1</sup>

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance<sup>2</sup> under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...]<sup>3</sup>

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments )
- final narrative and financial report (for payment of the balance)<sup>4</sup>

The payment should be made to the following bank account: ...<sup>5</sup>

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

<sup>1</sup> If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

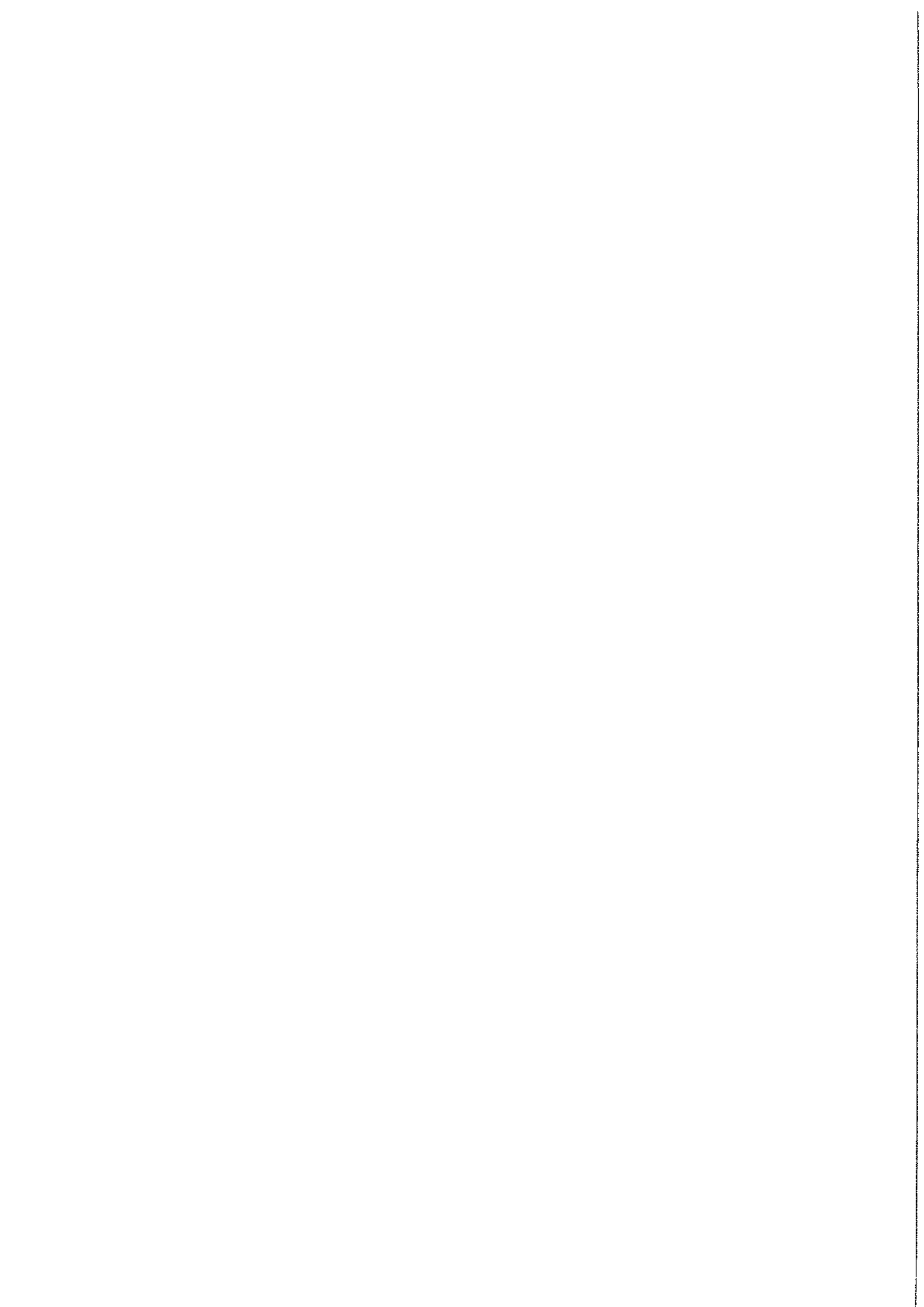
<sup>2</sup> Delete the options which do not apply.

<sup>3</sup> Delete the option which does not apply.

<sup>4</sup> Delete the items which do not apply.

<sup>5</sup> Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).



I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Insert/complete in case an individual Management Declaration for one Contribution Agreement is submitted: [[Contribution Agreement] [Contribution Agreement for Financial Instruments] <insert reference of the concrete Agreement>, (the "Agreement")]. Insert in case a global Management Declaration covering all the Contribution Agreements and/or Contribution Agreements for Financial Instruments between the Contracting Authority<sup>1</sup> and the Organisation is presented: [Agreements listed below], based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 of the General Conditions of the Agreement[s] for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate Insert/complete in case a global Management Declaration covering all the Contribution Agreements and/or Contribution Agreements for Financial Instruments between the Contracting Authority and the Organisation is presented: [for the following Agreements:

1. <insert references of the Agreement>; add below as necessary
2. <...>]

If at the time of signature of this Management Declaration, there were ongoing agreements for which there was not yet reporting obligation; insert: [To be noted that at the time of signature of this Management Declaration, the following Agreements were not yet subject to submission of reporting in accordance with the contractual conditions:

1. <insert references of the Agreement>; add below as necessary
2. <...>]

2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement[s].
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of the Agreement[s].
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement[s] and applying its own rules and procedures, where applicable, subject to the ad hoc measures agreed upon with the European Commission, as regards:
  - a) internal control;
  - b) accounting system;
  - c) independent external audit;
  - d) exclusion from access to funding;
  - e) publication of information on recipients;
  - f) protection of personal data;
 Add one or more of the following options, as applicable:
  - g) [award and management of Grants];
  - h) [award and management of Procurement Contracts];
  - i) [Financial Instruments] In case any of the optional sub pillars 6b and/or 6c have been assessed and if applicable, add as required: [including [Tax Avoidance and Non-Cooperative Jurisdictions][and][Anti-Money Laundering and Countering Terrorism Financing]].

5. No substantial changes, which have not already been communicated to the European Commission, affect the rules and procedures which have been [subject to the Ex-ante Pillar-Assessment] / [assessed by the European

<sup>1</sup> For the avoidance of doubt, references to 'Contracting Authority' in this annex shall be understood as referring to the European Commission for the purpose of Contribution Agreements for Financial Instruments.

Commission for the purpose of granting an exemption to the obligation to undergo the Ex-ante Pillar Assessment].

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

*[However, the following reservation(s) should be noted:*

*<present and explain reservation(s)><sup>2</sup>*

<insert place and date>

.....

*(signature)*

<Insert forename and surname>

---

<sup>2</sup> Option to be used in case of reservations.