

PARTNERSKÁ SMLOUVA

PARTNERSHIP AGREEMENT

0001/0/OEK/2025



uzavřená k níže uvedenému datu v souladu s ust. §1746 odst. 2 a násl. zákona č. 89/2012 Sb., občanského zákoníku / made on the date stated below pursuant to the Civil Code of the Czech Republic

mezi / between

Člověk v tísni, o.p.s. / People in Need

se sídlem / registered office at: Šafaříkova 24, Praha 2, 120 00, Česká republika.

Identifikační číslo (IČ) / Identification number: 25 75 52 77

Zastoupený / represented by Šimon Pánek, Ředitel

(dále jen "PIN" nebo "Partner" / hereinafter referred to as "PIN" or "Partner")

Bankovní údaje:

Číslo účtu: 576789083/0300

IBAN: CZ90 0300 0000 0005 7678 9083;

BIC/swift: CEKOCZPP

Název a adresa banky: ČSOB; Na Poříčí 1046/24, Praha 1

a / and

název / name Městská část Praha 5 / Prague 5 Municipal District

sídlo / registered office nám. 14. října 1381/4, 150 00 Praha 5

Identifikační číslo (IČ) / Identification number: 00063631

Zastoupený / represented by Bc. Lukáš Herold, místostarosta

(dále jen "Vedoucí partner") / (hereinafter referred to as the "Leading Partner")

I. PŘEDMĚT SMLOUVY / PURPOSE OF THIS AGREEMENT

1. Vedoucí partner a PIN společně vypracovali následující žádost o projektový grant / PIN and the Leading Partner have jointly elaborated the following Project Grant Application:

Název / Title: Cities and Regions for All (CR4A): Města a regiony pro všechny (CR4A): Plná integrace uprchlíků a migrantů do městského a venkovského prostředí / Full Integration of Refugees and Migrants in Urban and Rural Environments

Celková částka rozpočtu donorské smlouvy/ Total Budget Amount in donor's agreement: 1 500 000 EUR, z toho prostředky od donora 1 425 000 EUR /funds provided by donor

Doba trvání projektu: Project Duration: od / from 01.12.2024 – do / till 31.05.2027 (nebo do konce projektu v případě prodloužení dohodnutého s dárce) / (or the end of the Project in case of any extension as agreed upon with the Donor).

Externí financující organ / External Funding Authority: The International Centre for Migration and Policy Development (dále jen "dárce") / (hereinafter referred to as the "Donor")

2. Účelem této smlouvy je realizace a naplnění cílů projektu popsanych v projektu: Integrace uprchlíků a migrantů ve městském a venkovském prostředí. Dne **25.11.2024** Vedoucí partner a PIN spolu s dalšími stranami, všichni jako příjemci, uzavřeli s dárce Smlouvu o poskytnutí dotace Grant Contract - ICMPD/2024/MPF-461-013. Na základě Smlouvy o poskytnutí dotace je PIN oprávněn použít finanční prostředky z dotace uvedené v článku III odst. 3.1 této Smlouvy na realizaci své části Projektu, jak je uvedeno ve Smlouvě o poskytnutí dotace. Na základě Smlouvy o poskytnutí dotace je Vedoucí partner jménem PIN jediným příjemcem finančních prostředků z dotace přímo od Dárce. Úloha Vedoucího partnera a PIN při realizaci Projektu je stanovena ve Smlouvě o poskytnutí dotace a závazky smluvních stran této Smlouvy vycházejí ze Smlouvy o poskytnutí dotace. / The purpose of this Agreement is the implementation and fulfilment of the project objectives described in the Project: Full Integration of Refugees and Migrants in Urban and Rural Environments. On **25.11.2024** Leading Partner and PIN concluded together with other parties, all as beneficiaries, the Grant Contract - ICMPD/2024/MPF-461-013 with the Donor. On the basis of the Grant Contract, PIN is entitled to use the funds from the grant specified in Article III Paragraph 3.1 hereof for the implementation of its part of the Project as stipulated in the Grant Contract. On the basis of the Grant Contract, the Leading Partner is on behalf of PIN the sole recipient of the grant funds directly from the Donor. The role of Leading Partner and PIN in the implementation of the Project is established in the Grant Contract and obligations of the parties herein are based on the Grant Contract.
3. V souladu s ustanoveními této Partnerské smlouvy, s Všeobecnými podmínkami (příloha A), Projektem (příloha B), Rozpočtem (příloha C), Vzorem zpráv (výkazů), žádostí o finanční prostředky a prognózou nákladů (příloha D), Základními zásadami kodexu chování a klíčovými směrnicemi (příloha E), Přehled činností Partnera (Příloha F), Finanční pokyny (Příloha G) a Pokyny pro zadávání zakázek (Příloha I) dále společně jen "Smlouva"), se PIN zavazuje zajistit a provést realizaci své části Projektu a Vedoucí partner se zavazuje poskytnout na tuto realizaci finanční prostředky. V případě rozporů mezi touto Partnerskou smlouvou a Všeobecnými podmínkami a/nebo Finančními pokyny má vždy přednost Partnerská smlouva. / In accordance with the provisions of this Partnership Agreement, with the General Conditions (Annex A), Project (Annex B), Budget (Annex C), Template of Reports, Fund Request and Forecast of Expenditures (Annex D), Essential Principles of PIN Code of Conduct and Key Policies (Annex E), Partner's Activities Overview (Annex F) and Financial Guidelines (Annex G) and PIN Procurement Guideline (Annex I) (hereinafter all together referred to as the "Agreement"), PIN undertakes to ensure and carry out the implementation of its part of the Project and the Leading Partner undertakes to provide funds for this implementation. If there are discrepancies between this Partnership Agreement and the General Conditions and/or the Financial Guidelines, the Partnership Agreement shall always prevail.

Pro účely výběrových řízení realizovaných ze strany PIN se bude PIN řídit pokyny pro zadávání zakázek PIN, které tvoří neoddělitelnou přílohu I této Smlouvy. Při použití Pokynů pro zadávání zakázek (Příloha I) je PIN povinen dodržovat také pravidla a podmínky zadávání zakázek dárce a podmínky stanovené ve Finančních pokynech. / For the purpose of selection procedures carried out by PIN, PIN will follow PIN Procurement Guidelines which forms an integral part (Annex I) of this Agreement. When applying the Procurement Guidelines (Annex I) PIN is obliged to comply also with the Donor's procurement rules and conditions stipulated in the Financial Guidelines.

II. ROZPOČET, HARMONOGRAM VYKAZOVÁNÍ A PLATEBNÍ PODMÍNKY / BUDGET, REPORTING SCHEDULE AND TERMS OF PAYMENTS

1. Rozpočet / Budget

PIN je povinen realizovat projekt v souladu s rozpočtem (Příloha C). Výše rozpočtu pro PIN je: 1 369 807,70 EUR včetně administrativních nákladů a podílu vlastních nákladů (spolufinancování). PIN poskytuje spolufinancování ve výši 5% z celkové částky rozpočtu donorské smlouvy uvedené v odst. 1, článku I této Smlouvy, tj. 75 000 EUR. Výše prostředků, které budou PIN poskytnuty od Vedoucího partnera je: 1 294 807,7 EUR včetně administrativních nákladů (dále jen "Finanční prostředky"). / The PIN is obliged to implement the project in accordance with the budget (Annex C). The budget for PIN is EUR 1,369,807.70 including administrative costs and a share of own costs (co-financing). PIN provides co-financing in the amount of 5% of the total budget of the Donor Agreement referred to in paragraph 1, Article I of this Agreement (i.e. EUR 75,000). The amount of funds that PIN will be provided by the Lead Partner is EUR 1,294,807.70 including administrative costs (hereinafter referred to as the "Finance").

PIN není oprávněn zvyšovat celkový rozpočet. PIN nesmí překročit 25 % původní částky žádné z upravovaných rozpočtových kapitol (flexibilita) bez písemného dodatku této Smlouvy. Vedoucí partner je zodpovědný za komunikaci změn donorovi po domluvě s partnerem projektu. / PIN is not entitled to increase the total Budget. PIN shall not exceed 25% of original amount of chapter without formal modification to the donor. Leading Partner is responsible for communicating any changes to the Donor upon agreement with PIN.

V případě potřeby změny rozpočtu, která přesahuje uvedenou flexibilitu, PIN informuje Vedoucího partnera o potřebě formálního dodatku Smlouvy o poskytnutí dotace (grant contract). / In the case of a need to amend the Budget beyond this flexibility, PIN shall inform the Lead partner of the need for a formal amendment to the Grant contract.

PIN je povinen neprodleně vrátit Vedoucímu partnerovi veškeré finanční prostředky, které musí Vedoucí partner vrátit z důvodů porušení podmínek, za které odpovídá PIN, pokud o to Vedoucí partner požádá. Dále, pokud Dárce sníží jakoukoli platbu Vedoucímu partnerovi z důvodů, za které odpovídá PIN, může Vedoucí partner snížit ve stejném rozsahu jakoukoli platbu, která náleží PIN, nebo je PIN povinen bezodkladně vrátit odpovídající částku na žádost Vedoucího partnera. Tímto nejsou dotčeny Všeobecné podmínky (Příloha A). / PIN is obliged to return without delay any Funds to the Leading Partners which must be repaid by the Leading Partner to the Donor for the reasons of breach accountable to the PIN if requested by the Leading Partner. Further, if the Donor decreases any payment to the Leading Partner for the reasons accountable to PIN, the Leading Partner may decrease at the same extent any payment due to PIN or PIN is obliged to return without delay a corresponding amount upon request of the Leading Partner. The General Conditions shall not be hereby affected (Annex A).

2. Administrativní náklady / Administrative Costs

Celkové administrativní náklady projektu nesmí přesáhnout výši 7% celkových přímých způsobilých nákladů (direct eligible cost), tj. částku 89 613 EUR. / The overall administrative costs of the Project shall not exceed 7 % of the total eligible direct costs, i.e. the amount of 89,613 EUR.

Administrativní náklady jsou hrazeny z finančních prostředků. Náhrada administrativních nákladů je Partnerovi vyplácena v rámci pravidelných plateb z finančních prostředků podle článku II odst. 4 této Smlouvy a pouze v případě, že jsou splněny podmínky pro platby stanovené v této Smlouvě. / The administrative costs shall be covered from the Funds. The reimbursement of administrative costs is paid to the Partner as part of regular payments from the funds pursuant to Article II, paragraph 4 of this Agreement and only if the conditions for payments set out in this Agreement are met.

Ustanovení článku II odst. 3 této Smlouvy (Spolufinancování partnerem) se nevztahuje na administrativní náklady. / The provisions of Article II, par 3. of this Agreement (Co-financing by the Partner) shall not apply to administrative costs.

3. Spolufinancování ze strany partnera (PIN) / Co-financing by the Partner (PIN)

PIN spolufinancování vykazuje a dokládá ve zprávách předkládaných v souladu s touto Smlouvou. Celkovou výši vynaloženou na spolufinancování v souladu s odst. 1 článku II této Smlouvy prokáže PIN nejpozději ke dni předložení závěrečných zpráv podle této Smlouvy. / PIN shall report and document co-financing in reports submitted in accordance with this Agreement. PIN shall demonstrate the total amount spent on co-financing in accordance with paragraph 1 of Article II of this Agreement no later than the date of submission of the final reports under this Agreement.

Spolufinancování poskytnuté ze strany PIN v souladu s tímto odstavcem může být použito pouze na pokrytí přímých nákladů PIN. Spolufinancování administrativních/nepřímých nákladů není možné. Spolufinancování nesmí být poskytnuto z prostředků Evropské unie. / Co-financing provided by the PIN in accordance with this paragraph may only be used to cover direct costs of the PIN. Co-financing of administrative/indirect costs is not possible. Co-financing may not be provided from European Union funds.

Spolufinancování ze strany PIN podléhá požadavkům na podávání zpráv, pravidlům pro způsobilé náklady a pravidlům pro zadávání zakázek dle této Smlouvy a všem dalším pravidlům platných pro výdaje. / Co-financing by PIN is subject to the reporting requirements, rules on eligible costs and procurement rules under this Agreement and all other rules applicable to expenditure.

Bez ohledu na další ustanovení této Smlouvy je Vedoucí partner oprávněn snížit částku platby převedenou PIN jako poslední splátku v souladu s dalšími ustanoveními Smlouvy o částku prostředků vynaložených ze strany PIN, toto ujednání se nevztahuje na spolufinancovanou částku ze strany PIN v souladu s tímto odstavcem. To se týká i případů, kdy spolufinancování není ze strany realizováno vůbec nebo je nižší než je ujednáno v odst. 1 článku II této Smlouvy, jakož i případů, kdy je spolufinancování vynaloženo v rozporu s tímto odstavcem. Pokud poslední splátka nepostačuje k pokrytí příslušné částky a jedná se o jednu ze situací předvídanou v předešlé větě, Vedoucí partner poslední splátku Partnerovi nevyplatí a PIN (Partner) je povinen na žádost Vedoucího partnera vrátit příslušnou částku finančních prostředků, které mu Vedoucí partner již převedl. Poslední splátkou se rozumí jakákoli závěrečná platba ze strany Vedoucího partnera. / Notwithstanding any other provision of this Agreement, the Lead Partner is entitled to reduce the amount of payment transferred to PIN as the last instalment in accordance with the other provisions of the Agreement by the amount of funds spent by PIN, this provision does not apply to the amount co-financed by PIN in accordance with this paragraph. This also applies to cases where co-financing is not implemented at all or is lower than that agreed in paragraph 1 of Article II of this Agreement, as well as cases where co-financing is spent in violation of this paragraph.

If the last instalment is not sufficient to cover the relevant amount and one of the situations envisaged in the previous sentence is involved, the Lead Partner shall not pay the last instalment to the Partner and PIN (Partner) shall be obliged, at the request of the Lead Partner, to return the relevant amount of funds already transferred to it by the Lead Partner. The last instalment shall mean any final payment by the Lead Partner.

4. Splátky a vykazování / Instalments and Reporting

4.1 Vykazování a prognóza výdajů / Reporting and forecast of expenditures

PIN je povinen zasílat vedoucímu partnerovi průběžné a závěrečné zprávy dle níže uvedeného rozvrhu. Veškeré finanční zprávy připravované Vedoucím partnerem k odevzdání donorovi mohou být konzultovány s PIN. Vedoucí partner má možnost souhlasit se zasíláním finančních zpráv ke konzultaci PIN minimálně 10 dní před termínem odevzdání zprávy donorovi

Poskytování zpráv Vedoucímu partnerovi:

- 1. průběžná zpráva po 6 měsících projektu => pokrývající období 1.12.2024 - 31.05.2025 => poskytnout do 15.07.2025 vedoucímu partnerovi. [termín odevzdání donorovi 30.07.2025]
- 2. průběžná zpráva po 12 měsících projektu => pokrývající období 1.6.2024 - 30.11.2025 => poskytnout do 15.01.2026 vedoucímu partnerovi [termín odevzdání donorovi 29.01.2026]

- 3. průběžná zpráva po 18 měsících projektu => pokrývající období 1.12.2025 - 31.05.2026 => poskytnout do 15.07.2026 [termín odevzdání donorovi 30.07.2026]
- 4. průběžná zpráva po 24 měsících projektu => pokrývající období 1.06.2026 - 30.11.2026 => poskytnout do 15.01.2027 [termín odevzdání donorovi 30.01.2027]
- Závěrečná zpráva po 30 měsících projektu => pokrývající období 1.12.2024 - 31.05.2027, poskytnout do 15.07.2027 [termín odevzdání donorovi 30.08.2027]

/ PIN will send interim and final reports to the lead partner after agreement with the lead partner, however, the final check of the financial reports is done by PIN who will check the financial report before sending it to the donor, therefore the lead partner agrees to send their financial report to PIN at least 10 days before the report is due to the donor so that PIN can do the final check before sending it to the donor and compile the financial report.

Providing reports to the lead partner:

- 1 interim report after 6 months of the project => in the period 1.12.2024 - 31.05.2025 => to be provided to the lead partner by 15.07.2025. [deadline for submission to donor 31.07.2025]
- 2 Interim report after 12 months of the project => in the period 1.6.2024 - 30.11.2025 => provide to the lead partner by 15.01.2026 [deadline for submission to donor 31.01.2026]
- 3 Interim report after 18 months of the project => in the period 1.12.2025 - 31.05.2026 => provide by 15.07.2026 [deadline for submission to donor 31.07.2026]
- 4 interim report after 24 months of the project => in the period 1.06.2026 - 30.11.2026 => provide by 15.01.2027 [deadline for submission to the donor 31.01.2027]
- Final report after 30 months of the project containing the whole implementation period => in the period 1.12.2024 - 31.05.2027 provide by 15.07.2027 [deadline for submission to the donor 31.08.2027]

According to the donor's terms and conditions, the coordinator is to provide an interim report within 60 days of the end of the reporting period and a final report within 3 months of the end of the implementation period.

Závěrečná zpráva se vypracovává podle vzoru v příloze D a pokrývá celé období realizace projektu, jak je definováno v čl. III odst.1. / Final report shall be prepared in accordance with the template in Annex D and shall cover the whole Project implementation period as defined in Article III, paragraph 1.

4.2 Splátky / Instalments

Po podpisu této Smlouvy zašle PIN žádost o **první splátku ve výši 427 807,70 EUR** (v souladu s přílohou C rozpočet). Vedoucí partner vyplatí první splátku nejpozději do 30 dnů od předložení žádosti o finanční prostředky PINem. Žádost o výplatu první splátky nebude zaslána dříve než 30 dnů od podpisu této Smlouvy. / After signing this Agreement, PIN will send a request for the first instalment of EUR 427,807.70 (in accordance with Annex C - Budget). The Lead Partner will pay the first instalment no later than 30 days from the submission of the request. The request for the payment of the first instalment will not be sent earlier than 30 days from the signing of this Agreement.

Pro **další splátky:**

- **2. splátka ve výši EUR 291,000.00** bude vyplacena po zaslání prvního průběžného reportu a do 30 dnů od předložení žádosti o finanční prostředky
- **3. splátka ve výši EUR 291,000.00** bude vyplacena po zaslání třetího průběžného reportu a do 30 dnů od předložení žádosti o finanční prostředky
- **4. poslední splátka ve výši EUR 285 000.00** bude vyplacena [nejpozději do 31.10.2027], po poskytnutí všech průběžných zpráv i závěrečné zprávy Vedoucímu partnerovi a jejich bezvýhradného přijetí Dárcem, přičemž úhradou této splátky není dotčena povinnost PIN vrátit

Vedoucímu partnerovi finanční prostředky, které bude Vedoucí partner případně povinen vrátit Dárci pro nedodržení podmínek, za které odpovídá PIN, kdykoliv v budoucnu. Vedoucí partner za předpokladu výše splněného uhradí tuto splátku nejpozději do 31.10.2027.

For the next installment:

- 2nd instalment: EUR 291,000.00 after submission of first interim report and money request
- 3rd instalment: EUR 291,000.00 after submission of third interim report and money request
- 4th instalment: EUR 285,000.00 [at the latest by 31.10.2027], but not earlier than after all interim reports and the final report have been provided to the Lead Partner and accepted by the Donor without reservation, without prejudice to PIN's obligation to reimburse the Lead Partner for any funds that the Lead Partner may be required to reimburse to the Donor at any time in the future due to PIN's failure to comply with the conditions for which PIN is responsible

Výplata splátek závisí na výši finančních prostředků, které vedoucí partner obdrží od dárcce. / Disbursement of the instalments is subject to the amount of funds received by PIN from the Donor.

Předchozími ustanoveními není dotčeno právo auditora Vedoucího partnera a/nebo Dárce následně odmítnout vykázané výdaje PINu, jakož i právo Vedoucího partnera pozastavit výplatu prostředků nebo snížit výši splátky v souladu s článkem I. odst. 3 a 5 a článkem VI. odst. 3 a 7 Všeobecných podmínek. / The previous provisions are without prejudice to the right of auditor and/or the Donor to subsequently disclaim the reported expenditures of PIN as well as lead partner's right to suspend payment of the funds or decrease the amount of instalment in accordance with Article I. paragraphs 3 and 5 and Article VI, paragraphs 3 and 7 of the General Conditions.

PIN není povinen používat zvláštní bankovní účet pro prostředky podle této smlouvy. / PIN is not obliged to use special bank account for Funds under this Agreement.

5. Přepoččet měn pro vykazování / Currency conversion for reporting

Zprávy se předkládají v měně stanovené v této Smlouvě (EUR) a mohou být čerpány z finančního výkazu v jiných měnách podle následujících pravidel a podmínek. Toto ustanovení platí jak pro PIN tak i pro Vedoucího partnera. / Reports shall be submitted in the currency set out in this Agreement (EUR) and may be drawn from financial statement denominated in other currencies subject to the following rules and conditions. This is valid for lead partner as well as for PIN, Lead partner is obliged to follow these rules as well as lead partner.

- a) Výdaje vzniklé v jiných měnách, než je měna této Smlouvy, se přepočítávají na měnu této Smlouvy následovně: Náklady vzniklé v jiných měnách než v eurech se přepočítávají podle oficiálního měsíčního směnného kurzu Evropské komise, Inforeuro, s použitím data vystavení faktury nebo u nákladů na zaměstnance podle příslušného odměňovaného měsíce
- Expenditures incurred in other currencies than the currency of this Agreement shall be converted into the currency of this Agreement according to the method mentioned in general conditions and that is: Costs incurred in other currencies than euro shall be converted using the official European Commission monthly exchange rate, Inforeuro, by using the date of invoice or for staff costs applicable remunerated month, unless

PIN využívá pro účely reportování převod z jiných měn do měny stanovené v této dohodě (EUR) oficiální směnný kurz Inforeuro v souladu se Smlouvou o poskytnutí dotace (grant contract). / PIN shall use for reporting purposes the conversion from other currencies into the currency specified in this Agreement (EUR) of official European Commission monthly exchange rate, Inforeuro in accordance with the Grant Contract.

III. OBDOBÍ REALIZACE PROJEKTU / PROJECT IMPLEMENTATION PERIOD

1. Doba realizace projektu je od 1.12.2024 do 31.05.2027 (nebo do konce projektu v případě prodloužení dohodnutého s dárce) dále jen „**doba realizace Projektu**“. PIN se zavazuje realizovat Projekt do konce doby realizace Projektu. / The Project implementation period is from to 1.12.2024 do 31.05.2027 (or the end of the Project in case of any extension as agreed upon with the Donor) hereinafter referred to as "Project implementation period". PIN undertakes to implement the Project by the end of the Project implementation period.
2. Činnosti realizované ze strany PIN v souladu s pProjektem v den zahájení doby realizace Projektu a po něm, avšak před datem uzavření této Smlouvy, považuje Vedoucí partner za plnění této Smlouvy, pokud jsou v souladu s touto Smlouvou. / The activities carried out by PIN in accordance with the Project on and after the date of the beginning of the Project implementation period but before the date of conclusion of this Agreement shall be considered by PIN as fulfilment of the Agreement, if in compliance with the Agreement.

IV. PROHLÁŠENÍ / WARRANTIES

1. **Zakázané praktiky:** Strany tímto prohlašují a zaručují, že oba partneři odmítají korupční, podvodné, koluzní a/nebo nátlakové praktiky a že se takových praktik nedopustili ani nebyli pravomocně odsouzeni za trestný čin nebo přestupek týkající se jejich profesního jednání. / **Forbidden practices:** The Partners hereby declares and warrants that the Partners rejects corrupt, fraudulent, collusive and/or coercive practices and the Partners have neither been engaged in such practices nor have been irrevocably convicted of an offence or a crime concerning its professional conduct.
2. **Zaměstnávání a subdodávky:** Strany budou respektovat sociální práva a poskytovat svým zaměstnancům řádné pracovní podmínky založené na mezinárodních pracovních normách. Partneři se nesmí podílet na zaměstnávání dětí. Strany případně zohlední také životní prostředí a vyhnou se dodavatelům a subdodavatelům jakéhokoli spojení se stranou konfliktu, zapojení do dodávek přepravy nelegálních zbraní a/nebo pozemních min nebo zapojení do neetického využívání přírodních zdrojů. / **Employment and subcontracting:** The Partners shall respect social rights and provide its employees with proper working conditions based on international labour standards. The Partners shall not engage in the employment of children. Where applicable, the Parties shall also consider environment and avoid contractors and sub-contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Partner with these principles.
3. **Kodex chování:** PIN tímto také prohlašuje a zaručuje, že Základní zásady Kodexu chování jsou klíčovou směrnicí organizace a tvoří nedílnou součást této Smlouvy a jsou připojeny jako příloha E, a zavazuje se dodržovat požadované standardy chování. / **Code of Conduct:** The Partner hereby declares and warrants that the Essential Principles of PIN Code of Conduct and Key Policies form inseparable part of this Agreement and are attached as Annex E, and agrees to uphold the standards of conduct required.
4. **Zabránění transakcím se sankcionovanými skupinami a jednotlivci:** Strany zajistí, že nebudou podporovat ani se podílet na násilí, terorismu nebo praní špinavých peněz, ani nebudou přijímat závazky, vyplácet prostředky nebo jinak podporovat subjekty, které se těmito činnostmi zabývají. Strany nesou odpovědnost za to, že po celou dobu platnosti dohody budou dodržovat zákony a předpisy o hospodářských sankcích, včetně zákonů prosazovaných Úřadem pro kontrolu zahraničních aktiv Ministerstva financí Spojených států amerických ("OFAC"), Ministerstvem zahraničních věcí Spojených států amerických, jako je nařízení vlády č. 13224, jakož i veškeré obdobné zákony definované Evropskou unií ("EU"), Organizací spojených národů ("OSN") nebo vládou České republiky. / **Preventing transactions with sanctioned groups and individuals:** The Partner will ensure that it will not promote or engage in any violence, terrorism or money laundering nor will it make commitments, disbursements or other support to any entity that engages these activities. The Partner bears responsibility for ensuring, during the entire Agreement period, compliance with economic sanctions laws and regulations, including the laws enforced by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), the United States Department of State, such as Executive Order 13224,

as well as any similar laws defined by the European Union ("EU"), the United Nations ("UN") or the Czech government

Strany nesmějí provádět transakce s organizacemi a/nebo jednotlivci, kteří páchají, ohrožují nebo podporují terorismus, včetně organizací uvedených na následujících seznamech, ani je podporovat:

- **Evropská unie** - Konsolidovaný seznam sankcí
- **Organizace spojených národů** - Seznam sankcí Rady bezpečnosti OSN
- **Světová banka** - Seznam nezpůsobilých firem a jednotlivců Světové banky
- **Ministerstvo financí USA** - Seznam osob se zvláštním určením a blokováných osob
- **Úřad pro provádění finančních sankcí ministerstva financí** - Finanční sankce: konsolidovaný seznam cílů
- **Ministerstvo vnitra Spojeného království** - Zakázané teroristické skupiny nebo organizace

/ The Partner may not have transactions with, or support, any organizations and/or individuals who commit, threaten, or support terrorism, including those named on the following lists:

- **European Union** – Consolidated list of sanctions
- **United Nations** – United Nations Security Council Sanctions List
- **World Bank** – World Bank Listing of Ineligible Firms & Individuals
- **U.S. Treasury Department** – Specially Designed Nationals and Blocked Persons List
- **HM Treasury's Office of Financial Sanctions Implementation** – Financial sanctions: consolidated list of targets
- **UK Home Office** – Proscribed terrorist groups or organisations

5. **Obchodování s lidmi/Převaděčství:** Po dobu trvání této smlouvy/dohody nesmí strany a jejich zaměstnanci, konzultanti nebo dobrovolníci /**Trafficking in Persons/ Migrant Smuggling:** For the duration of this Contract/Agreement the Partner and his employees, consultants or volunteers may not

- a) zapojení do obchodování s lidmi, jak je definováno v Protokolu o prevenci, potlačování a trestání obchodování s lidmi, zejména se ženami a dětmi, který doplňuje Úmluvu OSN proti nadnárodnímu organizovanému zločinu; / engage in trafficking in persons as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime;
- b) zprostředkovávat komerční sexuální služby po dobu platnosti této dohody; / procure commercial sex act during the period of this Agreement;
- c) využívání nucené práce při plnění této dohody. / use of forced labor in the performance of this Agreement.
- d) zapojení do nelegálního převaděčství migrantů, jak je definováno v Návrhu směrnice Evropského parlamentu a Rady, kterou se stanoví minimální pravidla pro předcházení a boj proti napomáhání k nepovolenému vstupu, tranzitu a pobytu v EU a nahrazuje směrnice Rady 2002/90/ES a rámcové rozhodnutí Rady 2002/946/SVV/ či v trestném činu Organizování a umožnění nedovoleného překročení státní hranice dle § 340 zákona č. č. 40/2009 Sb., trestní zákoník, ve znění pozdějších předpisů/ engage in migrant smuggling as defined in Proposal for a **DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL laying down minimum rules to prevent and counter the facilitation of unauthorised entry, transit and stay in the Union, and replacing Council Directive 2002/90/EC and Council Framework Decision 2002/946 JHA**, or as defined as criminal offense Organizing and enabling the illegal crossing of the state border according to §340 of Criminal Code od Czech Republic.

6. **Střet zájmů:** Strany přijmou veškerá nezbytná opatření, aby se vyhnuly střetu zájmů nebo jej ukončily, a partner bude neprodleně informovat vedoucího partnera o jakékoli situaci, která představuje nebo může vést k takovému střetu. Povinností Vedoucího partnera je neprodleně písemně informovat dárce. Ke střetu zájmů dochází v případě, že je ohrožen nestranný a objektivní výkon funkcí kterékoli osoby podle této dohody z důvodů týkajících se rodinného, citového života, politické nebo národnostní spřízněnosti, ekonomických zájmů nebo jakýchkoli jiných společných zájmů s jinou osobou. / **Conflict of interest:** The Parties shall take all necessary precautions to avoid or end conflicts of interests and the Partner shall inform PIN without delay of any situation constituting or likely to lead to any such conflict. It is obligation of PIN to notify the donor in writing and without delay. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement

is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.

7. **Práva duševního vlastnictví:** Pokud se strany písemně nedohodnou jinak, vlastnické právo k výsledkům plnění dohody, mimo jiné včetně práv průmyslového a duševního vlastnictví ke zprávám a dalším dokumentům, které se k nim vztahují, náleží Vedoucímu partnerovi. Partner se zavazuje zajistit, že bude mít veškerá práva k využití všech již existujících práv průmyslového a duševního vlastnictví k plnění Smlouvy Partnerem. Aby se předešlo jakýmkoli pochybnostem, Vedoucí partner tímto bez dalšího nabývá právo využívat výsledky a již existující práva jakýmkoli způsobem neomezeným co do množství, času a území a může umožnit užívání také třetím osobám. / **Intellectual Property Rights:** Unless agreed by the Parties otherwise in writing, ownership of the results of the Agreement performance, including but not limited to industrial and intellectual property rights of the reports and other documents relating to it, shall be vested in PIN. The Partner undertakes to ensure that it has all the rights to use any pre-existing industrial and intellectual property rights for the Agreement performance by the Partner. To avoid any doubts, PIN hereby acquires without further charge the right to use the results and pre-existing rights in any manner unlimited by the amount, time and territory and may authorize third persons to do so.

8. **Hlášení porušení:** Jakékoli známé nebo podezřelé případy nepřijatelného chování, které jsou v rozporu s těmito Prohlášeními či je zásadně porušují, musí být bez zbytečného odkladu nahlášeny vedoucímu partnerovi na jednu z následujících adres:

PIN / Misconduct Reporting: Any known or suspected cases of unacceptable behaviour which interfere or threat to materially interfere with the provisions of these Warranties must be reported without undue delay to PIN to one of the following addresses:

- pro podezření z podvodu, korupce, krádeže, zpronevěry atd.: fraud@peopleinneed.cz / for suspicion of fraud, corruption, theft, embezzlement etc.: fraud@peopleinneed.cz
- pro případy ochrany a PSEAH: psea@peopleinneed.cz / for safeguarding and PSEAH cases: psea@peopleinneed.cz
- v případě jiných závažných stížností (včetně financování terorismu nebo praní špinavých peněz): report@peopleinneed.cz / for any other serious complaints (incl. terrorism financing or money laundering): report@peopleinneed.cz.

Vedoucí partner: Attn. Klara Zubova, Department of European Funds and Grants, klara.zubova@praha5.cz, Nam. 14.října 1381/4, 15000 Prague 5, Czech Republic

Se všemi informacemi bude zacházeno s maximální důvěrností. / All information will be treated with the upmost confidentiality.

Vyšetřování: Partner se zavazuje vyšetřit a plně spolupracovat při vyšetřování událostí popsanych v předchozím odstavci, ať už je povede partner, dárce nebo některý z jejich pověřených zástupců. Šetření může zahrnovat inspekce, kontroly na místě a jakékoli další prostředky nezbytné k prošetření událostí.

/ **Investigation:** The Partner undertakes to investigate and to fully cooperate with any investigation into the events described in the previous paragraph, whether led by the Partner, PIN, the Donor or any of their authorized representatives. The investigation may include inspections, on-spot checks and any other means necessary to investigate the events. PIN shall have the right to start its own investigation into the events at its own discretion if the Partner's investigation processes are not adequate or investigation is not duly started.

9. **Důsledky nedodržení:** V případě, že smluvní strany uvedou nepravdivé údaje ohledně výše uvedených záruk nebo se partner dostane do některé z popsanych situací, mají obě strany právo odstoupit od této Smlouvy jako v případě podstatného porušení této Smlouvy. V případě odstoupení od Smlouvy z těchto důvodů mají obě strany právo na náhradu škody. / **Consequences for Non-Compliance:** The misrepresentation of the Partner in regard of any of the above-mentioned warranties or the involvement of the Partner in any of these situations described shall constitute the right of PIN to terminate this Agreement immediately as in case of a substantial breach of this Agreement. In case of such termination PIN shall have the right for reimbursement of damages.

10. **Navazující partneři:** V případě, že vedoucí partner písemně povolí další partnerství a/nebo subdodávky dalším prováděcím partnerům, musí být tato Prohlášení zahrnuta do všech dohod s partnery. /

Downstream Partners: Where further partnering and/or sub-granting to other implementing partners is permitted by PIN in writing, these Warranties must be included in all agreements with the partners.

11. Smluvní strany se dohodly, že právní vztahy založené touto smlouvou se řídí právním řádem České republiky, přičemž jazykem rozhodným pro výklad ujednání smlouvy je čeština. / The contracting parties have agreed that the legal relations established by this contract are governed by the legal system of the Czech Republic, with the language decisive for the interpretation of the provisions of the contract being Czech.
12. Smluvní strany berou na vědomí, že k nabytí účinnosti této smlouvy je nezbytné její uveřejnění v Registru smluv podle § 5 odst. 2) zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv, ve znění pozdějších předpisů, a to bezodkladně nejpozději však ve lhůtě do 30 dnů ode dne podpisu smlouvy poslední smluvní stranou, které provede Městská část Praha 5. Smluvní strany berou na vědomí, že uveřejnění osobních údajů ve smlouvě uveřejněné v Registru smluv podle věty první se děje v souladu s tímto zákonem a s čl. 6 odst. 1) písm. c) nařízení Evropského parlamentu a Rady (EU) 2016/679. Smluvní strany prohlašují, že skutečnosti obsažené ve smlouvě nepovažují za obchodní tajemství ve smyslu § 504 občanského zákoníku a udělují svolení k jejich užití a uveřejnění bez stanovení jakýchkoliv dalších podmínek. / The contracting parties acknowledge that in order for this Contract to become effective, it is necessary to publish it in the Register of Contracts pursuant to Section 5(2) of Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts and on the Register of Contracts, as amended, without delay, but no later than 30 days from the date of signing the contract by the last contracting party, which shall be carried out by the Prague 5 Municipal District. The contracting parties acknowledge that the publication of personal data in the contract published in the Register of Contracts pursuant to the first sentence is in accordance with this Act and Article 6(1)(c) of Regulation (EU) 2016/679 of the European Parliament and of the Council. The contracting parties declare that they do not consider the facts contained in the contract to be trade secrets within the meaning of Section 504 of the Civil Code and grant permission for their use and publication without setting any other conditions.
13. Tímto se ve smyslu ustanovení § 43 odst. 1 zákona č. 131/2000 Sb., o hlavním městě Praze, ve znění pozdějších předpisů, potvrzuje, že byly splněny podmínky pro platnost právního jednání Městské části Praha 5, a to usnesením Rady městské části Praha 5 č. RMČ/15/341/2025 ze dne 07.04.2025.
It is hereby confirmed, pursuant to the provisions of Section 43, paragraph 1 of Act No. 131/2000 Coll., on the Capital City of Prague, as amended, that the conditions for the validity of the legal act of the Prague 5 Municipal District have been met, namely by the resolution of the Prague 5 Municipal District Council No. RMČ/15/341/2025 ze dne 07.04.2025.

V. DALŠÍ ZVLÁŠTNÍ PODMÍNKY/FURTHER SPECIFIC CONDITIONS

1. Obě strany berou na vědomí, že jakékoli změny rozpočtu na aktivitu 1.2.2 (Best Practice Study on Refugees and Migrants' Integration at the Municipality Level in EU Member States) uvedené v Příloze B (Popis projektu) mohou nastat pouze prostřednictvím dodatku k této Dohodě. Strany souhlasí s tím, že v případě potřeby projednají takové změny, na základě požadavků Vedoucího partnera, pro další výzkum a analýzu dat, která je pro studii nutná. Podrobnosti studie, včetně rozdělení práce mezi partnerská města, časového harmonogramu, požadovaného detailního rozpočtu a samotné struktury studie, budou nastíněny v Term of Reference (TOR), který vypracují a odsouhlasí obě strany.
S ohledem na rozpočet bude Vedoucí partner odpovědný za celkovou koordinaci, včetně najímání jakýchkoliv externích odborníků, a za rozdělení rozpočtu mezi partnerská města spolupracující na studii. Jak je uvedeno v Příloze C (Rozpočet), většina nákladů bude použita na expertní služby potřebné pro

vypracování samotné studie. Partner souhlasí s tím, že veškeré dodatečné finanční prostředky potřebné pro vypracování studie budou získány z nevyčerpaných finančních prostředků přidělených na jiné projektové aktivity za předpokladu, že to neovlivní rozsah nebo kvalitu výstupů Partnera. Celkový rozpočet na studii Vedoucího partnera však nesmí přesáhnout 60 000 EUR.

Both Parties acknowledge that any changes to the budget for Activity 1.2.2 (Best Practice Study on Refugees and Migrants' Integration at the Municipality Level in EU Member States) outlined in Annex B (Project) may only occur through an amendment to this Agreement. The Parties agree to discuss and negotiate such changes, as necessary, based on the Lead Partner's requirements for additional research and data analysis required for the study. The details of the study, including the division of work between partner cities, timeline, required budget, and structure of deliverables, will be outlined in a Term of Reference (TOR) to be developed and agreed upon by both Parties.

With regard to the budget, the Lead Partner will be responsible for overall coordination, including the hiring of any external experts if necessary, and for allocating the budget between the partner cities. As set forth in Annex C (Budget), the majority of costs will be dedicated to expert services required for the study. The Partner agrees that any additional funding required for the study will be sourced from unspent funds allocated for other project activities, provided this does not impact the scope or quality of the Partner's deliverables. However, the total budget for the study under Lead Partner's part of the project shall not exceed EUR 60,000.

2. Vedoucí partner je dále pozván k účasti v rámci Aktivit 2.2.1 – Poskytování grantů místním aktérům občanské společnosti na zvyšování povědomí a poskytování služeb pro migranty a uprchlíky – ve výběrových komisích pod koordinací Partnera. Rozhodující volbu při výběr samotných příjemců grantů má Partner, s ohledem na specifika a znalost místního kontextu v Moldavsku.

The Lead Partner is further invited to participate during Activity 2.2.1 – Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees – in the selection committees under coordination of the Partner. The Partner has the decisive choice when selecting the grant recipients themselves, considering the specifics and knowledge of the local context in Moldova.

3. Smluvní strany se dohodly na následující rozvazovací podmínce dle § 548 odst. 2 zákona č. 89/2012 Sb., občanského zákoníku sjednané pro tuto partnerskou smlouvu:

Zastupitelstvo městské části Praha 5 na svém nejbližším zasedání konaném po uzavření této partnerské smlouvy neodsouhlasí pokračování v jejím plnění ze strany městské části Praha 5 jako Vedoucího partnera v případě, že takové odsouhlasení bude Zastupitelstvu městské části Praha 5 v rámci programu jednání předloženo. (dále jen "Rozvazovací podmínka").

V případě, že bude splněna výše uvedená Rozvazovací podmínka, účinnost a platnost této partnerské smlouvy zaniká dnem, kdy ke splnění podmínky došlo. Pro předejití nejasnostem smluvní strany deklarují, že v případě, kdy k odsouhlasení pokračování v plnění Partnerské smlouvy na nejbližším zasedání konaném po uzavření této partnerské smlouvy nedojde z důvodu, že takový bod nebyl na program zasedání zařazen, výše Rozvazovací podmínka není naplněna a účinnost a platnost partnerské smlouvy pokračuje.

The contracting parties have agreed on the following terms and conditions according to § 548 par. 2 of Act no. 89/2012 Coll., of the Civil Code negotiated for this partnership agreement:

At its next meeting held after the conclusion of this partnership agreement, the City Council of Prague 5 will not agree to the continuation of its implementation by the City District of Prague 5 as the Lead Partner in the event that such approval is presented to the City Council of Prague 5 as part of the agenda. (hereinafter referred to as the "Release Condition").

In the event that the above-mentioned Release Condition is fulfilled, the effectiveness and validity of this partnership agreement ceases on the day the condition is fulfilled. To avoid confusion, the contracting parties declare that in the event that the continuation of the Partnership Agreement is not agreed upon at the next meeting held after the conclusion of this Partnership Agreement due to the fact that such an item was not included in the agenda of the meeting, the above Release Condition is not fulfilled and the effectiveness and validity of the Partnership Agreement continues.

4. Partner deklaruje, že v souvislosti s propagací projektu a v souladu s přílohou J – Komunikační plán hodlá od vedoucího partnera odebrat komunikační prostor v předpokládané hodnotě 100 000,- Kč.

The partner declares that in connection with the promotion of the project and in accordance with Annex J – Communication plan, it intends to take communication space from the leading partner in the estimated value of CZK 100,000.

VI. KONTAKTNÍ OSOBY / CONTACT PERSONS

Pokud se strany nedohodnou jinak, jsou kontaktními osobami: / Unless the parties agree otherwise the contact persons shall be:

Vedoucího partnera / FOR LEADING PARTNER

Jméno / Name: Klára Zubová

Telefon / Phone: (+420) 724 826 383

E-mail / E-mail: klara.zubova@praha5.cz

Partnera (PIN) / Partner (PIN)

Jméno / Name Ondřej Suchanek

Telefon / Phone (+420) 778 474 524

E-mail / E-mail ondrej.suchanek@peopleinneed.net

Šimon Pánek

Jménem partnera / On behalf of the Partner

Jméno / Name: Šimon Pánek

Pozice / Position: Ředitel

**Lukáš
Herold**

Jménem Vedoucího partnera / On behalf of the Lead

Jméno / Name: Bc. Lukáš Herold

Pozice / Position: místostarosta

PŘÍLOHY PŘIPOJENÉ K TÉTO SMLOUVĚ / ANNEXES ATTACHED TO THIS AGREEMENT**PŘÍLOHA A: VŠEOBECNÉ PODMÍNKY / ANNEX A: GENERAL CONDITIONS****PŘÍLOHA B: POPIS PROJEKTU / ANNEX B: PROJECT DESCRIPTION****PŘÍLOHA C: ROZPOČET / ANNEX C: BUDGET****PŘÍLOHA D: VZOR ZPRÁV, ŽÁDOSTI O FINANČNÍ PROSTŘEDKY A PROGNÓZY NÁKLADŮ / ANNEX D: TEMPLATE OF REPORTS, FUND REQUEST****PŘÍLOHA E: ZÁKLADNÍ ZÁSADY KODEXU CHOVÁNÍ PIN A KLÍČOVÉ SMĚRNICE / ANNEX E: ESSENTIAL PRINCIPLES OF PIN CODE OF CONDUCT AND KEY POLICIES****PŘÍLOHA F: PŘEHLED ČINNOSTÍ PARTNERA / ANNEX F: PARTNER'S ACTIVITIES OVERVIEW****PŘÍLOHA G: FINANČNÍ POKYNY / ANNEX G: FINANCIAL GUIDELINES****PŘÍLOHA I: POKYNY PRO ZADÁVÁNÍ ZAKÁZEK / ANNEX I: PIN PROCUREMENT GUIDELINES****PŘÍLOHA J: KOMUNIKAČNÍ PLÁN / ANNEX J: COMMUNICATION PLAN**



Annex A

Annex A

General Conditions

PREAMBLE

These General Conditions form an inseparable part of the Partnership Agreement between Prague 5 Municipal District (Městská část Praha 5) and People in Need (Člověk v tísni, o.p.s.) and stipulate conditions of joint partnership and implementation within the project: *Cities and Regions for All (CR4A) – Full Integration of Refugees and Migrants in Urban and Rural Environments*.

These General Conditions which, together with other Annexes (Project Description – **Annex B**, Budget – **Annex C**, Content of Reports – **Annex D**, Essential Principles of PIN Code of Conduct and Key Policies – **Annex E**, Recipient's Activities Overview – **Annex F** and Financial Guidelines – **Annex G** or other annexes, shall be hereinafter referred to as the "**Agreement**".

The Agreement relates to all activities performed within the implementation of the project, as described in Annex B (hereinafter referred to as the "**Project**"), which is funded by the European Union, contracted by the International Centre for Migration Policy Development through the Migration Partnership Facility (hereinafter referred to as the "**Donor**").

For the purposes of these General Conditions, Prague 5 Municipal District is referred to as "Leading Partner", and People in Need is "the Partner".

I. REPORTING REQUIREMENTS

1. The Partner shall submit periodic reports to the Lead Partner (as specified in the Article II. of the Partnership Agreement) documenting both progress (in a narrative report) and expenditures (in a financial report) (hereinafter together referred to as the "**reports**") of the implementation of the Project. The content and form of these reports is described in **Annex D** to the Partnership Agreement.
2. The fact that Lead Partner does not express its opinion over the Partner's report may not be considered as the approval of such report.
3. If any report is considered by the Lead Partner unsatisfactory, either partially or in whole, the Lead Partner shall ask the Partner for explanation and remedying of the defects. The Partner undertakes to submit upon request of the Lead Partner any relevant additional documentation relating to the Project.
4. The Partner shall remedy the defects within seven (10 working) days from Lead Partner's written request unless the Lead Partner provides a longer additional period. The Lead Partner shall review the reports after remedying the defects and will further proceed in accordance with this Paragraph in case the defects are not remedied properly. The Lead Partner is entitled, upon its decision, to award a partial approval with respect to specified parts of the reports and further proceed under this Paragraph only with respect to the parts of the reports deemed defective by the Lead Partner.
5. The Lead Partner is entitled to decrease the amount of an instalment, as specified in the Agreement, by the amounts of the previous instalments, which remain unspent by the Partner.
6. In justified cases, the Lead Partner may provide an instalment in higher amount than stipulated in the schedule in accordance with Article II. of the Partnership Agreement, if requested by the Partner. In any case the total amount of funds provided by the Lead Partner on the basis of the Agreement shall not exceed the amount of funds specified by the Agreement.

7. If the Project activities are being implemented through a sub-contractor, the Partner is responsible for ensuring that the sub-contractor provides the Partner with sufficient information about the progress of the Project and expenditure of funds to comply with the reporting requirements.
8. Reports shall be prepared in the language of Donor's Special Conditions (English).

II. ACCOUNTING REQUIREMENTS

1. The Partner shall keep accurate and regular accounts of the implementation of the Project using an appropriate accounting and double-entry book-keeping system. The accounts:
 - a) may be an integrated part of or an adjunct to the Partner's regular system;
 - b) shall comply with the accounting and bookkeeping policies and rules that apply in the country concerned;
 - c) shall enable income and expenditure relating to the Project to be easily traced, identified and verified.
2. The Partner shall ensure that any financial report as required under the Agreement can be properly and easily reconciled to the accounting and bookkeeping system and to the underlying accounting and other relevant records. For this purpose, the Partner shall prepare and keep appropriate reconciliations, supporting schedules, analyses and breakdowns for inspection and verification.

III. DATA PROTECTION

1. Any personal data will be processed solely for the purposes of the performance, management and monitoring of the Agreement by the Lead Applicant.
2. The Partner must process personal data under this Agreement in compliance with the applicable EU and national law on data protection (including authorizations or notification requirements), in particular with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The Partner shall limit access and use of personal data to the extent which is necessary for the performance, management and monitoring of the Agreement and shall adopt all appropriate technical and organizational security measures according to the statutory requirements.
3. In the event when the Partner processes any Lead Partner personal data on behalf of Lead Partner in the course and in connection with its performance under the Agreement, the Partner undertakes to enter into an additional Data Processing Agreement in accordance with Article 28 of the General Data Protection Regulation.
4. The Partner is aware that the personal data of its representatives provided in this Agreement will be stored in the Lead Partner internal systems for the purpose of the implementation of the Project under this Agreement, and for the period of the Agreement duration and further for the period required by the donor funding the project, or by the legislation binding for Lead Partner. The Partner agrees that the data may also be passed to the respective EU authorities for the purpose of monitoring or inspection of the performance of both Partners' obligations under the Agreement. The Partner will have the right to access its personal data and the right to rectify any such data. If the Partner has any queries concerning the processing of personal data, it shall address them to the Lead Partner.

IV. VISIBILITY

1. The fact that the funds are coming from the Lead Partner and the Donor of the Lead Partner shall be acknowledged at the Project site. All materials and equipment financed under the Agreement as well as any project location shall be marked with a visible indication hereof, as agreed on between the Lead Partner and the

Partner and according to the current local situation. In case of disagreement between the Lead Partner and the Partner, the Partner shall follow instructions of the Lead Partner in order to comply with the requirements of the Donor.

2. Unless the Lead Partner or the Donor agrees or requests otherwise, the Partner shall take all necessary steps to publicize the fact that the Donor and the Lead Partner have financed or the Project. Such measures shall comply with the Communication and Visibility Manual for Union External Actions laid down and published by the European Commission, that can be found at: https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility_en, or with any other guidelines agreed between the Lead Partner and the Partner.
3. In particular, both Partners shall mention the Project and each other and the Donor's financial contributions in any information given to the final beneficiaries of the Project, in its internal and annual reports, and in any communications with the media. It shall display both Partners and the Donor's logo wherever appropriate.
4. Any publication issued by both Partners in connection with the Project in any form and by any medium, including internet or materials distributed at conferences or seminars, shall specify that the Project has received funding from the Donor and shall include the following statement: *"This document has been produced with the financial assistance of the European Union, contracted by ICMPD through the Migration Partnership Facility. The contents of this document are the sole responsibility of the Prague 5 Municipal District and/or the People in Need/Člověk v tísni, o.p.s. and can under no circumstances be regarded as reflecting the position of the European Union and the one of ICMPD"*.
5. The Partner authorizes the Lead Partner and the Donor to publish its name and address, nationality, the purpose of provided funds, duration and location as well as the maximum amount of the provided funds and rate of funding of the Project's costs. A derogation from publication of this information may be granted if it could endanger the Partner or harm its commercial interests.
6. Further details on Project's Communication and Visibility is described in Annex B – Project Description (page 37 – 38). Among other, both Partners need to ensure full visibility and key project updates are shared on stated social media and through each Partner's website. In case of joint visibility materials (e.g. project banner, leaflets, other informative materials) both partners need to agree on the final product before its dissemination.

V. MONITORING, ON-SITE VISITS AND ARCHIVING

1. Both Partners must consult regularly each other promptly and in writing of any significant problems or changes that could affect the successful and timely implementation of the Project.
2. The Partner shall give the donor, the Lead Agency, the European Union/ICMPD, European Anti-Fraud Office or any other person or organization authorized by the donor or the European Union/ICMPD or by the European Anti-Fraud Office (hereinafter jointly referred to as the **"Authorized Persons"**) full and on-the-spot access to any location where the Project is or was performed, and to all documents and information related to the Project.
3. The Parties shall also allow access for on-site visits and field or headquarters audits, and any checks, verifications, due diligence and/or inspections in accordance with the procedures laid down by the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities. The Parties shall abstain from any obstructive practice, which could hamper such right of the Authorized Persons.
4. The Partner shall be obliged to permit and enable access to any books, documents and records related to the Project and its implementation upon the request of the Authorized Persons and other persons authorized by them and to submit these books, documents or records to the Authorized Persons and other persons

authorized by them for inspection, even after the end of the Project implementation period.

5. The Authorized Persons or any other person or organization authorized by them may make on-site visits to monitor Project implementation and to verify information provided in the periodic reports submitted by the Partner. In cases of any insufficiencies discovered by the Lead Partner and/or other Authorized Persons within such inspections, the provisions of Article I. Paragraph 3 (Reporting) hereof shall apply.
6. The Partner has to take all steps to facilitate the work of the Authorized Persons. The Partner shall allow the above entities to:
 - i. access the sites and locations at which the Project is being implemented;
 - ii. examine its accounting and information systems, documents and databases concerning the technical and financial management of the Project;
 - iii. take copies of documents related to the Project;
 - iv. carry out on-the-spot-checks;
 - v. conduct a full audit on the basis of all accounting documents and any other document relevant to the financing of the Project;

Failure to comply with the obligations set forth in this paragraph constitutes a substantial breach of the Agreement.

7. All original documents related to the Project (including electronic versions) must be archived for the minimum period of five (5) years from the final payment of the Lead Partner to the Partner, and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been cancelled or brought to an end. The Partner is obliged to cooperate with the Authorized Persons and provide them with all documents according to their requests. All the supporting documents shall be available in the original form, including the electronic form.
8. In addition to the reports mentioned in Article I. hereof, the documents referred to in this Article include:
 - i. Accounting records (computerized or manual) from the Partner's accounting system such as general ledger, sub-ledgers and payroll accounts, fixed assets registers and other relevant accounting information;
 - ii. Proof of procurement procedures such as tendering documents, bids from tenderers and evaluation reports;
 - iii. Proof of commitments such as contracts with suppliers and subcontractors or any other third parties, or similar forms;
 - iv. Proof of delivery of services such as approved reports, time sheets, transport tickets, proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates) etc.;
 - v. Proof of receipt of goods such as delivery slips from suppliers;
 - vi. Proof of completion of works, such as acceptance certificates;
 - vii. Proof of purchase such as invoices and receipts;
 - viii. Proof of payment such as bank statements, debit notices, proof of settlement by the contractor;
 - ix. Proof that taxes and/or VAT that have been paid cannot actually be reclaimed;
 - x. For fuel and oil expenses, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
 - xi. Staff and payroll records such as contracts, salary statements and time sheets. For local staff recruited on fixed-term contracts, details of remuneration paid, duly substantiated by the person in charge locally, broken down into gross salary, social security charges, insurance and net salary. For expatriate and/or European based staff (if the Action is implemented in Europe) analyses and breakdowns of expenditure per month of actual work, assessed on the basis of unit prices per verifiable block of time worked and broken down into gross salary, social security charges, insurance and net salary.

VI. AMENDMENTS AND MODIFICATIONS

No amendment or modification of the Agreement shall have any force or effect unless it is in writing and signed by an authorized representative of the contractual parties. The Partnership Agreement can be modified only during its execution period.

VII. TERMINATION

1. Each contractual party is authorized to terminate (withdraw from) the Agreement by a written notice if the other party substantially breaches the Agreement.
2. The Lead Partner is further entitled to terminate (withdraw from) the Agreement by a written notice:
 - a) if the Partner does not remedy deficiencies found out by the inspection according to Article V. of these General Conditions within one month from the Lead Partner's written request (e-mail is sufficient) asking for remedy, unless the Partner provides a longer additional period;
 - b) if the Partner breaches other obligations under the Partnership Agreement and does not remedy such breach within one month from the Lead Partner's written request (e-mail is sufficient) asking for remedy, unless the Lead Partner provides a longer additional period;
 - c) in case of force majeure (such as civil disorder, military action, an extreme unexpected fluctuation of the exchange rates used for reporting to the original donor or for converting the funds paid on the basis of the Partnership Agreement, or any similar cause beyond the control of the party) which makes the implementation of the Project impossible;
 - d) if the Agreement is based on material misrepresentation or omission of fact by the Partner;
3. In the event the Agreement is terminated, the Partner shall immediately terminate any sub- contract or other obligations that it may have entered into involving funds provided under the Agreement and shall settle all outstanding liabilities and all claims resulting from the termination of such sub-contracts and obligations.
4. In the event the Partnership Agreement is terminated under this Article, the Lead Partner shall settle the funds requested justifiably by the Partner. However, such final settlement amount shall be decreased by non- eligible costs including but not limited to costs not accompanied by appropriate accounting documents, not verifiable costs and/or premature costs (i.e. not in accordance with the time-plan of the Project implementation).
5. Any balance of funds received from the Lead Partner that is unused by the Partner and found to be unnecessary to liquidate the Partner's outstanding obligations shall be returned to the Lead Partner immediately. The Partner is further obliged to return immediately any funds used in contradiction with the Agreement (including the policies and situations described in Annex E and Article IV. of the Agreement) and the relevant applicable laws. Within 30 days from the termination of the Agreement under this Article the Partner shall submit to the Lead Partner the final narrative and financial report corresponding to all respective provisions of Article I. hereof and Financial Guidelines.
6. The termination is effective upon delivery of the notice to the other party.
7. The party not in breach shall not be deprived of its rights for the compensation of damage. If the Agreement is terminated by the Lead Partner under Paragraph 1 of this Article or for any reason under Paragraph 2 of this Article

VIII. ELIGIBLE COSTS

See Financial Guidelines – Annex G to the Partnership Agreement

IX. LIABILITY

1. The Lead Partner and the Donor cannot under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Partner while the Project is being carried out or as a consequence of the Project implementation. The Lead Partner and the Donor cannot therefore accept any claim for compensation or increases in payment in connection with such damage or injury.
2. The Partner shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by it while the Project is being carried out or as a consequence of the Project implementation. The Partner shall discharge the Lead Partner and the Donor of all liability arising from any claim or action brought against them as a result of an infringement of any applicable rules caused by the Partner, its employees or any other individuals for whom those employees are responsible for, or as a result of the violation of third party's rights by these persons.

X. OWNERSHIP/USE OF RESULTS AND ASSETS

1. The Partner shall without right for a remuneration grant the Lead Partner and the Donor the right to use freely and as it sees fit, at any extent, for any purpose and without any time and/or territorial and/or other restrictions - including the right to store, modify, translate, display, reproduce by any procedure, publish or communicate - all documents, works and other objects of industrial and intellectual property rights deriving from the implementation of the Project, regardless of their form, provided that it does not breach existing industrial and intellectual property rights. The Lead Partner is authorized to transfer those rights to the Donor
3. Upon termination of the Agreement the Partner is obliged to transfer the equipment, vehicles and supplies, paid for by the funds for the purpose of implementation of the Project, to the Lead Partner according to its instructions and as required by the Donor. Upon request of the Lead Partner, the Partner shall submit the list of property paid for by the funds and already acquired as well as planned to acquire in future. Copies of the proofs of transfers of equipment and vehicles, whose purchase cost exceeded EUR 5000,00 per item, must be attached to the final narrative and financial report. Such proofs must be kept for control in all other cases.

XI. CONFIDENTIALITY

1. Subject to these General Conditions and to the Financial Guidelines, Lead Partner and the Partner undertake to keep confidential and not to disclose to others any document, information or other material, notwithstanding its form, related to the execution of the Agreement as well as the parties and their activities, contracting parties, staff and beneficiaries for the minimum period of five (5) years after the final balance instalment is provided to the Partner. The obligation under this article shall survive the expiration or termination of this Agreement.
2. The Partner shall use the confidential information as specified above solely for the purpose of fulfilling its obligations under the Agreement unless otherwise agreed with the Lead Partner.
3. The Authorized Persons shall under all circumstances preserve the right to have access to all documents communicated between the Partner and the Lead Partner.

XII. FINAL PROVISIONS

1. The Parties hereby undertake to devote their best efforts to settle all disputes arising out of or in connection with the Agreement amicably. To that end, they shall communicate their positions and any possible solution in writing and meet each other at either's request. If these efforts are unsuccessful, the Parties agree that any dispute arising out of or in connection with the Agreement shall be decided by the courts of the Czech Republic.
2. This Agreement and all legal relations arising out of it, including disputes, shall be governed exclusively by Czech

law, especially by the relevant provisions of the Civil Code, as amended.

3. Should this General Conditions to be translated to a language other than English for signature, the English language version will prevail in the event of differences between the two versions.
4. The Agreement contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein (including the Annexes) shall be of any force or effect. The Agreement may be supplemented, amended or modified only in writing.
5. Should any provision of the Agreement be invalid, void or unenforceable, then such provision shall not invalidate, render void or make unenforceable the entire Agreement. In such case, the contracting parties shall substitute such invalid, void or unenforceable provision by another provision, which will, by its content and purpose, as nearly as possible have the content and achieve the purpose of the invalid, void and/or unenforceable provision.
6. The Agreement does not establish a joint venture, agency or partnership of any kind under any law between the Parties, nor does it create any employer/employee relationship.
7. Any rights stipulated in the Agreement in favor of the Donor shall be also vested in the European Commission/European Union.
8. The Agreement and any of the rights and obligations stated herein may not be assigned to a third party in any manner whatsoever without the prior written consent of the Lead Partner.
9. The Agreement shall be made in three copies and each party shall receive one copy.
10. The Agreement shall be effective on the day of its conclusion after signature by both contractual parties.
11. The parties declare that the Agreement is expression of their free and true will and that they have read the Agreement in full. In witness thereof they attach their signatures.

Příloha A

Všeobecné podmínky

PREAMBULE

Tyto Všeobecné podmínky jsou nedílnou součástí Smlouvy o partnerství mezi Městskou částí Praha 5 a Člověkem v tísní, o.p.s. a stanovují podmínky partnerství a realizace projektu: *Města a regiony pro všechny (CR4A) - Plná integrace uprchlíků a migrantů v městském a venkovském prostředí*.

Tyto Všeobecné podmínky, které se spolu s dalšími přílohami (Popis projektu - **příloha B**, Rozpočet - **příloha C**, Vzor zpráv - **příloha D**, Základní zásady Kodexu chování PIN a klíčové směrnice - **příloha E**, Přehled činností partnera - **příloha F** a Finanční pokyny - **příloha G**, případně další přílohy, dále označují jako "**Smlouva**".

Tato Smlouva se týká všech činností prováděných v rámci realizace projektu, jak je popsán v příloze B (dále jen "**projekt**"), který je financován Evropskou unií a jehož zadavatelem je Mezinárodní centrum pro rozvoj migrační politiky (ICMPD) prostřednictvím nástroje Migration Partnership Facility (dále "**dárce**").

Pro účely těchto Všeobecných podmínek je Městská část Praha 5 označována jako "Vedoucí partner" a Člověk v tísní jako "Partner".

I. POŽADAVKY NA PODÁVÁNÍ ZPRÁV

1. Partner předkládá vedoucímu partnerovi pravidelné zprávy (jak je uvedeno v článku II. Smlouvy), které dokumentují jak pokrok (v popisné zprávě) tak výdaje (ve finanční zprávě) (dále společně jen "**zprávy**") o realizaci projektu. Obsah a forma těchto zpráv jsou popsány v **příloze D** této Smlouvy.
2. Skutečnost, že se vedoucí partner nevyjádří ke zprávě partnera, nelze považovat za schválení takové zprávy.
3. Pokud vedoucí partner považuje některou zprávu za nevyhovující, ať už částečně nebo vcelku, požádá partnera vysvětlení a odstranění nedostatků. Partner se zavazuje předložit na vyžádání Vedoucího partnera jakoukoli relevantní dodatečnou dokumentaci vztahující se k Projektu.
4. Partner odstraní vady do sedmi (10 pracovních) dnů od písemné výzvy vedoucího partnera pokud vedoucí partner nestanoví delší dodatečnou lhůtu. 5. Vedoucí partner po odstranění závad zprávy přezkoumá a v případě, že závady nebudou řádně odstraněny, bude dále postupovat v souladu s tímto odstavcem. Vedoucí partner je oprávněn na základě svého rozhodnutí udělit částečné schválení ve vztahu k určeným částem zpráv a dále postupovat podle tohoto odstavce pouze ve vztahu k částem zpráv, které Vedoucí partner považuje za vadné.
5. Vedoucí partner je oprávněn snížit výši splátky, jak je uvedeno ve smlouvě, o částky předchozích splátek, které partner nevyčerpal.
6. V odůvodněných případech může vedoucí partner poskytnout splátku ve vyšší výši, než je stanoveno v harmonogramu podle článku II. smlouvy o partnerství, pokud o to partner . Celková výše finančních prostředků poskytnutých Vedoucím partnerem na základě Smlouvy nesmí v žádném případě překročit výši finančních prostředků stanovenou Smlouvou.
7. Pokud jsou aktivity projektu realizovány prostřednictvím subdodavatele, partner odpovídá za to, že

subdodavatel poskytne partnerovi dostatečné informace o průběhu projektu a výdajích finančních prostředků, aby splnil požadavky na podávání zpráv.

8. Zprávy se vypracovávají v jazyce dárce (= tzn. pouze v anglickém jazyce).

II. ÚČETNÍ POŽADAVKY

1. Partner vede přesné a pravidelné účetnictví o realizaci projektu využitím vhodného systému účetnictví a podvojného účetnictví. Účetnictví:
 - a) může být integrovanou součástí nebo doplňkem běžného systému partnera;
 - b) musí dodržovat účetní a účetní zásady a pravidla platná v dané zemi;
 - c) umožní snadné sledování, identifikaci a ověření příjmů a výdajů souvisejících s projektem.
2. Partner zajistí, aby všechny finanční zprávy požadované podle této Smlouvy bylo možné řádně a snadno odsouhlasit s účetním a účetním systémem a s podkladovými účetními a jinými příslušnými záznamy. Za tímto účelem Partner připraví a uchová příslušné odsouhlasení, podpůrné rozpisy, analýzy a rozpisy pro kontrolu a ověření.

III. OCHRANA ÚDAJŮ

1. Veškeré osobní údaje budou zpracovávány výhradně pro účely plnění, správy a monitorování Smlouvy ze strany hlavního žadatele.
2. Partner musí zpracovávat osobní údaje podle této smlouvy v souladu s platnými právními předpisy EU a vnitrostátními právními předpisy o ochraně údajů (včetně oprávnění nebo oznamovacích povinností), zejména s ustanoveními nařízení Evropského parlamentu a Rady (EU) 2016/679, o ochraně fyzických osob v souvislosti se zpracováním osobních údajů a o volném pohybu těchto údajů a o zrušení směrnice 95/46/ES (obecné nařízení o ochraně osobních údajů). Partner omezí přístup k osobním údajům a jejich používání v rozsahu, který je nezbytný pro plnění, správu a monitorování Smlouvy, a přijme veškerá vhodná technická a organizační bezpečnostní opatření v souladu s právními předpisy.
3. V případě, že Partner zpracovává jménem Vedoucího partnera v průběhu a v souvislosti s plněním Smlouvy jakékoli osobní údaje Vedoucího partnera, zavazuje se Partner uzavřít další smlouvu o zpracování údajů v souladu s článkem 28 - Obecného nařízení o ochraně osobních údajů (GDPR).
4. Partner si je vědom toho, že osobní údaje jeho zástupců uvedené v této smlouvě budou uchovávány v interních systémech Vedoucího partnera pro účely realizace projektu podle této smlouvy, a to po dobu trvání smlouvy a dále po dobu požadovanou poskytovatelem dotace financujícím projekt nebo právními předpisy závaznými pro Vedoucího partnera. Partner souhlasí s tím, že údaje mohou být předány také příslušným orgánům EU za účelem monitorování nebo plnění povinností obou Partnerů podle této Smlouvy. Partner bude mít právo přístupu ke svým osobním údajům a právo na opravu těchto údajů. Pokud má Partner jakékoli dotazy týkající se zpracování osobních údajů, obrátí se s nimi na Vedoucího partnera.

IV. VISIBILITA

1. Skutečnost, že finanční prostředky pocházejí od vedoucího partnera a dárce vedoucího partnera, musí být na místě projektu uvedena. Veškerý materiál a vybavení financované na základě Smlouvy, jakož i veškeré místo realizace projektu musí být označeno viditelným označením této skutečnosti, jak bylo dohodnuto mezi Vedoucím partnerem a Partnerem a v souladu s aktuální místní situací. V případě neshody mezi Vedoucím partnerem a se Partner řídí pokyny Vedoucího partnera tak, aby byly splněny požadavky Dárce.
2. Pokud Vedoucí partner nebo Dárce nesouhlasí nebo nepožádá o něco jiného, podnikne Partner všechny

nezbytné kroky ke zveřejnění skutečnosti, že Dárce a Vedoucí partner financovali nebo financují Projekt. Tato opatření musí být v souladu s Příručkou pro komunikaci a zviditelňování vnějších akcí Unie stanovenou a zveřejněnou Evropskou komisí, kterou lze nalézt na adrese:

https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility_en, nebo s jinými pokyny dohodnutými mezi Vedoucím partnerem a Partnerem.

3. Oba partneři se zejména zmíní o projektu, o sobě navzájem a o finančních příspěvcích dárce ve všech informacích poskytovaných konečným příjemcům projektu, ve svých interních a výročních zprávách a komunikaci se sdělovacími prostředky. Všude, kde je to vhodné, uvede logo obou partnerů a dárce.
4. Veškeré publikace vydané oběma partnery v souvislosti s projektem v jakékoli formě a prostřednictvím jakéhokoli média, včetně internetu nebo materiálů distribuovaných na konferencích či seminářích, musí uvádět, že projekt byl financován dárce, a musí obsahovat následující prohlášení: *"Tento dokument byl vypracován s finanční podporou Evropské unie, kterou ICMPD získalo prostřednictvím nástroje Migration Partnership Facility. Za obsah tohoto dokumentu nese výhradní odpovědnost Městská část Praha 5 a/nebo Člověk v tísni, o.p.s. a v žádném případě jej nelze považovat za dokument vyjadřující stanovisko Evropské unie a stanovisko ICMPD"*.
5. Partner zmocňuje vedoucího partnera a dárce ke zveřejnění svého názvu a adresy, státní příslušnosti, účelu poskytnutých prostředků, doby trvání a místa realizace, jakož i maximální výše poskytnutých prostředků a míry financování nákladů projektu. Výjimka zveřejnění těchto informací může udělena, pokud by to mohlo ohrozit Partnera nebo poškodit jeho obchodní zájmy.
6. Další podrobnosti o komunikaci a viditelnosti projektu jsou popsány v příloze B - Popis projektu (strana 37 - 38). Oba partneři musí mimo jiné zajistit plnou viditelnost a sdílení klíčových aktualizací projektu na uvedených sociálních sítích a prostřednictvím webových stránek každého z partnerů. V případě společných materiálů pro zviditelnění (např. banner projektu, letáky, jiné informační materiály) se oba partneři musí dohodnout na konečném produktu před jeho šířením.

V. MONITOROVÁNÍ, KONTROLY NA MÍSTĚ A ARCHIVACE

1. Oba partneři jsou povinni pravidelně, neprodleně a písemně konzultovat veškeré významné problémy nebo změny, které by mohly ovlivnit úspěšnou a včasnou realizaci projektu.
2. Partner umožní dárce, vedoucí agentuře, Evropské unii/ICMPD, Evropskému úřadu pro boj proti podvodům nebo jakékoli jiné osobě či organizaci pověřené dárce nebo Evropskou unií/ICMPD nebo Evropským úřadem pro boj proti podvodům (dále společně jen "**oprávněné osoby**") plný a okamžitý přístup na jakékoli místo, kde se projekt realizuje nebo kde byl realizován, a ke všem dokumentům a informacím souvisejícím s projektem.
3. Strany rovněž umožní přístup k návštěvám na místě a auditům v terénu nebo v ústředí, jakož i k jakýmkoli kontrolám, ověřováním, hloubkovým kontrolám a/nebo inspekcím v souladu s postupy stanovenými právními předpisy Evropské unie na ochranu finančních zájmů Evropské unie proti podvodům a jiným nesrovnalostem. Strany se zdrží jakéhokoli obstrukčního jednání, které by mohlo bránit tomuto právu oprávněných osob.
4. Partner je povinen na žádost Oprávněných osob a dalších jimi pověřených osob umožnit a umožnit přístup ke všem účetním knihám, dokumentům a záznamům souvisejícím s Projektem a jeho realizací a předložit tyto knihy, dokumenty nebo záznamy Oprávněným osobám a dalším jimi pověřeným osobám k nahlédnutí, a to i po skončení doby realizace Projektu.
5. Pověřené osoby nebo jiná jimi pověřená osoba či organizace mohou provádět kontroly na místě za účelem monitorování realizace projektu a ověřování informací uvedených v pravidelných zprávách předkládaných partnerem. V případě jakýchkoli nedostatků zjištěných Vedoucím partnerem a/nebo jinými Oprávněnými

osobami v rámci těchto kontrol se použijí ustanovení článku I. odst. 3 (Podávání zpráv) tohoto dokumentu.

6. Partner musí podniknout veškeré kroky k usnadnění práce autorizovaných osob. Partner je povinen umožnit výše uvedeným subjektům:
- přístup k místům a lokalitám, kde se projekt realizuje;
 - prověřit jeho účetní a informační systémy, dokumenty a databáze týkající se technického a finančního řízení projektu;
 - pořizovat kopie dokumentů souvisejících s projektem;
 - provádět kontroly na místě;
 - provést úplný audit na základě všech účetních dokladů a všech dalších dokumentů souvisejících s financováním projektu;

Nedodržení povinností uvedených v tomto odstavci představuje podstatné porušení Smlouvy.

7. Veškeré originální dokumenty týkající se projektu (včetně elektronických verzí) musí být archivovány po dobu minimálně pěti (5) let od závěrečné platby Vedoucího partnera Partnerovi, a to v každém případě až do zrušení nebo ukončení probíhajícího auditu, ověřování, odvolání, soudního sporu nebo uplatnění nároku. Partner je povinen spolupracovat s Oprávněnými osobami a poskytovat jim veškeré dokumenty dle jejich požadavků. Veškeré podklady musí být k dispozici v originále, včetně elektronické podoby.
8. Kromě zpráv uvedených v článku I. tohoto dokumentu zahrnují dokumenty v tomto článku:
- Účetní záznamy (počítačové nebo manuální) z účetního systému partnera, jako je hlavní kniha, dílčí účetní knihy a mzdové účty, evidence dlouhodobého majetku a další relevantní účetní informace;
 - Doklady o zadávacích řízeních, jako jsou zadávací dokumentace, nabídky uchazečů a hodnotící zprávy;
 - Doklady o závazcích, jako jsou smlouvy s dodavateli a subdodavateli nebo jinými třetími stranami nebo podobné formuláře;
 - Doklady o poskytnutí služeb, jako jsou schválené zprávy, výkazy práce, jízdenky, doklady o účasti na seminářích, konferencích a školeních (včetně příslušné dokumentace a získaných materiálů, certifikátů) apod.;
 - Doklady o převzetí zboží, například dodací listy od dodavatelů;
 - Doklad o dokončení prací, např. potvrzení o převzetí;
 - Doklady o nákupu, jako jsou faktury a účtenky;
 - Doklady o platbě, jako jsou bankovní výpisy, oznámení o inkasu, doklady o úhradě ze strany dodavatele;
 - Důkaz, že zaplacené daně a/nebo DPH nemohou být skutečně vráceny;
 - V případě výdajů na pohonné hmoty a oleje souhrnný seznam ujeté vzdálenosti, průměrné spotřeby použitých vozidel, nákladů na pohonné hmoty a nákladů na údržbu;
 - Zaměstnanecké a mzdové záznamy, jako jsou smlouvy, výplatní pásky a pracovní výkazy. U místních zaměstnanců přijatých na dobu určitou údaje o vyplacených odměnách, řádně doložené místně odpovědnou osobou, v členění na hrubou mzdu, odvody na sociální zabezpečení, pojištění a čistou mzdu. U zahraničních zaměstnanců a/nebo zaměstnanců se sídlem v Evropě (pokud je akce prováděna v Evropě) analýzy a rozpisy výdajů za měsíc skutečné práce, vyhodnocené na základě jednotkových cen za ověřitelný blok odpracované doby a rozdělené na hrubou mzdu, sociální pojištění, pojištění a čistou mzdu.

VI. ZMĚNY A ÚPRAVY

Žádná změna nebo doplněk smlouvy nemá žádnou platnost ani účinek, pokud není v písemné formě a není podepsána oprávněným zástupcem smluvních stran. Smlouvu o partnerství lze měnit pouze v průběhu doby jejího plnění.

VII. UKONČENÍ SMLOUVY

1. Každá smluvní strana je oprávněna vypovědět (odstoupit od) Smlouvy písemnou výpovědí, pokud druhá strana **podstatně** poruší Smlouvu.
2. Vedoucí partner je dále oprávněn vypovědět (odstoupit od) Smlouvu písemnou výpovědí:
 - a) pokud Partner neodstraní nedostatky zjištěné kontrolou podle článku V. těchto Všeobecných podmínek do jednoho měsíce od písemné výzvy Vedoucího partnera (stačí e-mailem) k nápravě, pokud Partner nepožádá delší dodatečnou lhůtu;
 - b) pokud partner poruší jiné povinnosti vyplývající ze Smlouvy o partnerství a nesjedná nápravu do jednoho měsíce od písemné výzvy Vedoucího partnera (stačí e-mail) k nápravě, pokud Vedoucí partner nestanoví delší dodatečnou lhůtu;
 - c) v případě vyšší moci (např. občanské nepokoje, vojenské akce, extrémní neočekávaný výkyv směnných kurzů používaných pro vykazování původnímu dárci nebo pro přepočtení prostředků vyplacených na základě Smlouvy nebo jakákoli podobná příčina, kterou strana nemůže ovlivnit), která znemožní realizaci projektu;
 - d) pokud je Smlouva založena na podstatném zkrácení nebo opomenutí skutečnosti ze strany Partnera;
3. V případě ukončení Smlouvy je Partner povinen okamžitě ukončit veškeré dílčí smlouvy nebo jiné závazky, které případně uzavřel a které se týkají finančních prostředků poskytnutých na základě Smlouvy, a vypořádat veškeré nesplacené závazky a veškeré nároky vyplývající z ukončení těchto dílčích smluv a závazků.
4. V případě ukončení Smlouvy podle tohoto článku provede Vedoucí partner vypořádání finančních prostředků, o které Partner oprávněně požádal, avšak tato konečná částka vypořádání bude snížena o nezpůsobilé náklady, mimo jiné o náklady, ke kterým nejsou přiloženy příslušné účetní doklady, o náklady, které nelze ověřit, a/nebo o předčasné náklady (tj. které nejsou v souladu s časovým plánem realizace Projektu).
5. Jakýkoli zůstatek finančních prostředků přijatých od Vedoucího partnera, který partner nevyužije a který se ukáže jako nepotřebný k likvidaci nesplacených závazků partnera, bude Vedoucímu partnerovi neprodleně vrácen. Partner je dále povinen neprodleně vrátit veškeré prostředky použité v rozporu se Smlouvou (včetně zásad a situací popsanych v Příloze E a článku IV. Smlouvy) a příslušnými platnými právními předpisy. Do 30 dnů od ukončení Smlouvy podle tohoto článku je Partner povinen předložit Vedoucímu partnerovi závěrečnou popisnou a finanční zprávu odpovídající všem příslušným ustanovením článku I. této Smlouvy a Finančním pokynům.
6. Výpověď je účinná okamžikem doručení výpovědi druhé straně.
7. Strana, která smlouvu neporušila, nebude zbavena svých práv na náhradu škody. Pokud dojde k výpovědi Smlouvy ze strany Vedoucího partnera podle odstavce 1 tohoto článku nebo z důvodu podle odstavce 2 tohoto článku.

VIII. ZPŮSOBILÉ NÁKLADY

Viz Finanční pokyny - Příloha G Smlouvy.

IX. ODPOVĚDNOST

1. Vedoucí partner a dárci nemohou za žádných okolností a z žádného důvodu nést odpovědnost za škody nebo újmu, která vznikne zaměstnancům nebo na majetku Partnera během realizace projektu nebo v důsledku realizace projektu. Vedoucí partner a Dárci proto nemohou akceptovat žádné nároky na náhradu škody nebo zvýšení plateb v souvislosti s takovou škodou nebo újmou.
2. Partner nese výhradní odpovědnost vůči třetím osobám, včetně odpovědnosti za škody nebo újmy jakéhokoli

druhu, které utrpí během realizace projektu nebo v důsledku realizace projektu. Partner zproští Vedoucího partnera a Dárce veškeré odpovědnosti vyplývající z jakéhokoli nároku nebo žaloby podané proti nim v důsledku porušení platných předpisů způsobeného Partnerem, jeho zaměstnanci nebo jinými osobami, za které tito zaměstnanci odpovídají, nebo důsledku porušení práv třetích osob těmito .

X. VLASTNICTVÍ / VYUŽITÍ VÝSLEDKŮ A MAJETKU

1. Partner bez nároku na odměnu uděluje Vedoucímu partnerovi a Dárce právo volně a podle svého uvážení užívat v jakémkoli rozsahu, k jakémukoli účelu a bez jakýchkoli časových a/nebo územních a/nebo jiných omezení - včetně práva uchovávat, upravovat, překládat, zobrazovat, rozmnožovat jakýmkoli postupem, zveřejňovat nebo sdělovat - veškeré dokumenty, díla a jiné předměty práv průmyslového a duševního vlastnictví vzniklé při realizaci Projektu, a to bez ohledu na jejich formu, pokud tím neporuší existující práva průmyslového a duševního vlastnictví. Vedoucí partner je oprávněn převést tato práva na dárce.
3. Po ukončení Smlouvy je Partner povinen převést vybavení, vozidla a zásoby, které byly uhrazeny z prostředků určených na realizaci Projektu, na Vedoucího partnera podle jeho pokynů a podle požadavků Dárce. Na žádost Vedoucího partnera je Partner povinen předložit seznam majetku hrazeného z prostředků, který již pořídil a který plánuje poříditi v budoucnu. Kopie dokladů o převodech vybavení a vozidel, jejichž pořizovací cena přesáhla 5000,00 EUR za kus, musí být přiloženy k závěrečné popisné a finanční zprávě. Tyto doklady musí být uchovávány pro kontrolu ve všech ostatních případech.

XI. DŮVĚRNOST

1. V souladu s těmito Všeobecnými podmínkami a Finančními pokyny se Vedoucí partner a Partner zavazují zachovávat mlčenlivost a nezveřejňovat jiným osobám žádné dokumenty, informace ani jiné materiály, bez ohledu na jejich formu, týkající se provádění Smlouvy, jakož i smluvních stran a jejich činností, smluvních stran, zaměstnanců a příjemců po dobu nejméně pěti (5) let od poskytnutí poslední splátky zůstatku Partnerovi. Povinnost podle tohoto článku trvá i po skončení platnosti nebo ukončení této Smlouvy.
2. Partner použije důvěrné informace, jak je uvedeno výše, výhradně pro účely plnění svých povinností podle této Smlouvy, pokud se s vedoucím partnerem nedohodne jinak.
3. Oprávněné osoby si za všech okolností zachovávají právo na přístup ke všem dokumentům, které si Partner s Vedoucím partnerem vymění.

XII. ZÁVĚREČNÁ USTANOVENÍ

1. Strany se tímto zavazují věnovat veškeré úsilí smírnému řešení všech sporů vzniklých z této Smlouvy nebo v souvislosti s ní. Za tímto účelem si písemně sdělí svá stanoviska a případná řešení a na žádost jedné z nich se vzájemně setkají. Pokud toto úsilí nebude úspěšné, strany se dohodly, že veškeré spory vzniklé z této Smlouvy nebo v souvislosti s ní budou rozhodovány soudy České republiky.
2. Tato smlouva a veškeré právní vztahy z ní vyplývající, včetně sporů, se řídí výhradně českým právem , zejména příslušnými ustanoveními občanského zákoníku v platném znění.
3. V případě, že tyto Všeobecné podmínky budou přeloženy do jiného jazyka než angličtiny k podpisu, bude v případě rozdílu mezi oběma verzemi rozhodující anglická verze.
4. Smlouva obsahuje úplnou dohodu stran týkající se této smlouvy a žádná prohlášení, pobídky, sliby nebo dohody, ústní či jiné, mezi stranami, které nejsou v této smlouvě (včetně příloh) obsaženy, nemají žádnou platnost ani účinek. Smlouvu lze doplňovat, měnit nebo upravovat pouze písemně.
5. Pokud je některé ustanovení Smlouvy neplatné, neúčinné nebo nevymahatelné, nezpůsobuje takové ustanovení

neplatnost, neúčinnost nebo nevymahatelnost celé Smlouvy. V takovém případě smluvní strany nahradí takové neplatné, nicotné nebo nevymahatelné ustanovení jiným ustanovením, které bude svým obsahem a účelem nejvíce odpovídat obsahu a účelu neplatného, nicotného a/nebo nevymahatelného ustanovení.

6. Smlouva nezakládá mezi stranami společný podnik, zastoupení ani partnerství jakéhokoli druhu podle jakéhokoli zákona, ani nezakládá žádný vztah mezi zaměstnavatelem a zaměstnancem.
7. Veškerá práva stanovená ve Smlouvě ve prospěch dárce náleží rovněž Evropské komisi/Evropské unii.
8. Tato Smlouva a jakákoli práva a povinnosti v ní uvedené nesmí být bez předchozího písemného souhlasu vedoucího partnera jakýmkoli způsobem postoupeny třetí straně.
9. Smlouva je vyhotovena ve třech stejnopisech a každá strana obdrží jeden stejnopis.
10. Smlouva nabývá účinnosti dnem jejího uzavření po podpisu oběma smluvními stranami.
11. Strany prohlašují, že tato Smlouva je projevem jejich svobodné a pravé vůle a že si ji v plném rozsahu přečetly. Na důkaz toho připojují své podpisy.



Annex B

ANNEX I

Description of the Action

1. DESCRIPTION

1.1. Name of Coordinator of the grant contract: Prague 5 Municipal District

1.2. Name, title, and contact details of the Legal Representative and Contact Person(s):

Legal representative:

Radka Šimková

Mayor

radka.simkova@praha5.cz

Prague 5 Municipal District

Nam. 14.října 1381/4

15000 Prague 5, Czech Republic

Person responsible for managing the action and Contact Person:

Klara Zubova

Department of European Funds and Grants

Prague 5 Municipal District

klara.zubova@praha5.cz

Nam. 14.října 1381/4

15000 Prague 5, Czech Republic

1.3. Name of Co-Beneficiaries and other entities to the Action (partner countries bodies if not beneficiaries) and their contact details:

Co-beneficiary

People in Need / Člověk v tísni, o.p.s.

Ondrej Suchanek,

Country Program Coordinator for Moldova

ondrej.suchanek@peopleinneed.net

Public Benefit Organisation - Not for Profit

Registration number: 25755277 - VAT no: CZ25755277

Address: Šafaříkova 635/24 Praha 120 000, Czech Republic

with its local office address: Strada Alexei Mateevici 56, Chisinau, Moldova

- 1.4. Title of the Action: ‘Cities and Regions for All (CR4A): Full Integration of Refugees and Migrants in Urban and Rural Environments’**
- 1.5. Contract number:** ICMPD/2024/MPF-461-0013
- 1.6. Start date, end date and duration of the action:** 01 November 2024 – 30 April 2027 (30 months)
- 1.7. Target country(ies) or region(s):** Republic of Moldova
- 1.8. Country(ies) in which the activities take place:** Republic of Moldova, Czech Republic
- 1.9. Final beneficiaries &/or target groups (if different):** Target groups: 6800 refugees and migrants from Ukraine and other countries (non-unique number, as overlap between activities is possible); 3 Local Public Authorities in Moldova –Municipality of Chisinau, Municipality of Balti, Municipality of Cahul; 1 Social Assistance Territorial Agency (ATAS); Ministry of Labour and Social Policy (MoLSP); Ministry of Education and Research (MoER); Ministry of Internal Affairs (MO General Inspectorate for Migration (GIM) & regional departments); At least 150 public servants directly benefiting from capacity building activities and 650 benefiting indirectly from the deliverables (employees of Municipalities, ATAS, Ministries benefiting from the best practise research, reports, etc.); 14 local Civil Society Organisations.

2. IMPLEMENTATION OF THE ACTION

2.1. Rationale for the Action

During 2023, 31,934 requests were received in the field of admission and documentation of foreigners in Moldova, compared to 28,745 in 2022. This number includes migrants applying for temporary residence and citizens of Ukraine seeking temporary protection. In 2023 the right of temporary residence was granted by issuing decisions for 7,203 foreigners (18% growth compared to 2022), 6,713 settled in urban areas and 490 - in rural areas. The purpose of migration varies with the majority of migrants coming for work (2991) and family reunification (2,785) followed by education (916) with only a few coming for religious, humanitarian and voluntary activities (ARUV), investments and other purposes. Additionally, last year Moldovan Migration authorities received over 4,000 applications for Asylum, compared to 2,213 applications in the first half of 2024.

Moldova has been proactive in implementing a Temporary Protection scheme for Ukrainian refugees. According to General Inspectorate for Migration (GIM) in 2023-2024, 48,512 received temporary protection, of which almost half received the status in 2024. Most of the migrants and people under temporary protection concentrate in urban areas, for example only in Chisinau, the number totals 25,008 persons of which 6,588 are children³. Moldova's alignment with the EU's New Pact on Migration and Asylum through its policies and strategies underscores commitment to effective migration management focusing on legal pathways and migrants' rights. The alignment between Moldova migration objectives and those of the EU is crucial to enhance the impact of proposed interventions under the project, aiming to better coordinate Moldova's migration policies with those of the EU.

Although, UNHCR and other international actors have been discussing extending the services (Social, health, education, etc) outlined by Moldovan Government in the National Development Plan presented in January 2024 to refugees and migrants, full integration of migrants and refugees still needs improvement and further discussions with involvement of the authorities of different levels, specifically LPAs and civil society to ensure mainstreaming of the national legislation to the local levels.

Refugees and migrants face barriers to access essential services that exacerbate existing vulnerabilities and public servants lack sufficient skills in various areas (e.g. legal, policy, monitoring domains) of migration management: About three to six out of ten refugee households are unable to cover their basic needs (ACAPS, 2023). Vulnerable groups include the elderly, disabled, Roma, stateless individuals, with older refugees facing significant hardships. Despite ongoing educational reforms, Moldova sees low proficiency in key subjects, with disparities in school attendance, especially among rural and Roma children, and Ukrainian children (only 32% enrolled in schools) (UN, 2020).

Local and regional authorities lack sufficient data on differentiated needs to access social services to be able to make informed decision making: Key areas for enhancement include the legal and policy frameworks governing migration, capacity-building of authorities in migration monitoring, and funding of services. Inefficiencies and shortages of funds in the in *raion*-managed social care services pose sustainability threats. This deepened mis-prioritization, leading to the implementation of a minimum service package.

Needs & Constraints. (1) Migrants and refugees: face **lack of awareness of available services**, as more diverse information channels are required on existing available services such as hotlines, flyers and online platforms. As explained in interviews, the authorities often lack capacities to duly inform migrants/ potential beneficiaries about the services to migrants that are already developed/available on the side of municipalities and ministries.

According to PIN's study (May 2024), the main barriers for **education** are accessibility and adaptation. This stems from objective factors - language barrier, and infrastructure, as the share of general educational institutions adapted to the needs of people with disabilities is low, while the target for 2030 is 90%, in 2021 only 14.2% meet the needs. Among the most vulnerable children experiencing reduced access to education are the ones with disabilities, Roma children, and those living in the placement centres. The access can be hindered significantly with children's cumulative vulnerability factors, e.g. almost 45% of Roma refugees (Dec 2023) reside in placement centres, a higher percentage than overall Ukrainian refugee population.

The financial assistance provided by the State for Ukrainian refugees in Moldova is inadequate to meet the basic needs. Approximately 30% to 60% of refugee households struggle to cover essential expenses, particularly those belonging to vulnerable groups (the elderly, PwDs, Roma, stateless individuals ACAPS, 2023).

Migrants and refugees face multifaceted constraints when it comes to **livelihood** in Moldova related to both legal constraints and skills/ competences gap. Related to the former, even with the existence of temporary protection status, refugees find it difficult to navigate the administrative and legal requirements opting for informal or short-term contracts. In addition, compared to Ukraine, part-time employment, that gives certain flexibility for parents and care givers, is not as spread in Moldova. In relations to skills and competences, Ukrainian refugees and other migrants report language barriers to be the main barrier for accessing labour market – proficiency in Romanian is required for formal employment (24 out 102 PIN respondents mention language), this is even more pronounced when it comes to third country nationals, which do not speak neither Romanian nor Russian (HIAS, 2024). In particularly Ukrainian refugees are highly educated, which generates a mismatch between their skills and the largely unskilled jobs available in the Moldovan labour market. Prevalence of informal employment in Moldova (16% of refugee women are employed informally, and 13% of men IOM, 2023) results in exacerbating access to social protection schemes (healthcare, pensions) (PIN, May 2024). There is a lack of quality training and upskilling programs both within the public sector (through the National Employment Agency) as well as the private sector, where small and medium-sized companies lack the necessary resources to train staff (HIAS, 2024).

Access to social services is hindered by the shortcomings related to: (2) Municipalities, ATAS, social service providers are not focused on the provision of the social services to migrants and refugees and lack a systemic approach to include the needs of refugees and migrants into the policymaking and budget planning; finally, lack of adequate knowledge and sufficient capacities concerning the specific context and conditions in which migrants and refugees lack provision of quality services. Additionally, there are challenges in the implementation of legal measures at the municipalities,

due to RESTART (Reform of Social Assistance System), introducing new responsibilities division for ATAS (Social Assistance Territorial Agency) and MoLSP (Ministry of Labour and Social Protection) and LPAs (Local Public Authorities), which in many cases creates confusion and gaps in service provision. In the case of education, kindergartens are dependent on LPAs, while the schools are competency of national administration. The need to coordinate all stakeholders, often from different and opposite political parties is needed to ensure the situation does not affect beneficiaries.

The cities of Chisinau, Balti and Cahul were selected after consultations with the General Inspectorate for Migration and based on the official statistics provided by the General Inspectorate, according to which these municipalities had the biggest number of refugees and migrants. In addition to the statistics, consultations with the selected and a few other municipalities were conducted which helped to validate other aspects, such as overall dynamics and economic situation in different regions of Moldova affecting access to services, livelihood opportunities, education, etc. For example, Cahul remains one of the entry points and first/ temporary stop for the Ukrainian refugees, while Chisinau and Balti, being first and second big cities, become attractive to the refugees and migrants, as can present more opportunities. The latter fact, however, further affects the already overstretched social, education and other systems.

Relevance to the objectives and specific priorities of the Call for Proposals

The proposed action centres on enhancing the efficiency and inclusiveness of migration management in Moldova. Recognizing the challenges posed by the current migration landscape the focus is on strengthening the migration framework in line with EU standards. Key priorities include addressing gaps in migration policies, fostering cooperation between stakeholders, enhancing access to essential services for migrants and refugees. The action leverages the experience of the EU member states and the transfer of their migration management expertise to Moldova. By focussing on Moldova's policies, strategies and capacities to support migrant integration, the action contributes to the CfP's overall objective to support the implementation of the external dimension of EU's migration policy. It addresses the specific objective of **Lot 1**, to support the EU's migration priorities with partner countries. The action is aligned with several key priority areas identified in the **Pact on Asylum and Migration** regarding work with international partners. It directly contributes to **protecting those in need and supporting host country** to increase the level of protection offered to refugees and migrants in vulnerable situations by engaging with government actors and capacitation of public sector service providers and CSOs. The action also works on **developing effective migration governance and management** by working with local, national authorities and ATAS to revise strategies and workplans relating to areas such as protection and social assistance, education, and employment and ensure they reflect the needs of refugee and migrant populations. Alongside this, the action works to formulate recommendations for revising policy and legislative frameworks at the national level, coordinated with stakeholders of this project such as the integration centres run by the GIM (General Inspectorate for Migration), MoLSP (Ministry of Labour and Social Protection), MoER (Ministry of Education and Research) with the aim of addressing existing gaps regarding protection and integration. Furthermore, the action **addresses one of the root causes of irregular migration**, namely the lack of successful refugee and migrant integration and the services resulting, on the one hand, in secondary migration to the EU countries, on the other hand, affecting those migrants and refugees who still choose or have to stay to stay in Moldova. The strategic approach of the action therefore aligns with the broader goals of supporting EU migration priorities, highlighting a commitment to developing a comprehensive and sustainable migration management system that benefits all parties involved. The action also supports the implementation of the **EU-Moldova Association Agreement**, specifically **Article 14** regarding **cooperation on migration, asylum and border management**, particularly its emphasis on addressing the root causes of migration, legislation and practices regarding international protection, and fair treatment and integration of lawfully residing non-nationals.

2.2. Contribution to the to the EU New Pact for Migration and Asylum

The Government of Moldova has adopted significant packages of legislation for the integration of Ukrainian Refugees, including but not limited to MoER's (Ministry of Education and Research) **general framework for education and instruction for enrolment of Ukrainian children to schools**; MoLSP and MoIA's **legal framework for the**

protection of children from Ukraine, MoLSP's (Ministry of Labour and Social Protection) **37 temporary placement centres** for displaced foreigners from other countries with a capacity of 2385 places, etc. **Programme on management of migration flows, asylum and integration of foreigners 2022-2025** in line with the Global Compact for Safe, Orderly, and Regular Migration and the Global Compact on Refugees has also been adopted, demonstrating Moldova's dedication to international standards in migration management. The introduced measures proved very effective in being able to incorporate large migration flows into public systems. Currently, however, these mechanisms need to be evaluated and the effective ones extended to other migrants to ensure not to create the exclusion of non-Ukrainian migrants and unequal treatment.

Overall, the proposed action contributes to aligning Moldova's migration management and migrant integration support systems with those of the EU, via transfer of best practices from the Czech Republic, Poland, Germany, Slovakia, Austria, and/or Romania thereby supporting Moldova's alignment with EU regulations. The Czech Republic is particularly relevant in terms of the transfer of best practices considering that it ranks among the top hosting countries for Ukrainian refugees per capita, with 46 Ukrainian refugees per 1,000 inhabitants (ICMPD, 2023). Prague 5 (P5), besides sharing their experience in the course of exposure visits (A1.2.3) opening and closing conferences (A1.3.1 and A1.3.4), will collect best practices available on the local level in Tachov (Czech Republic), Germany, Poland, Slovakia, Austria, and/or Romania (A1.2.2) and present it to Moldovan stakeholders as part of the capacity building module (A1.3.2).

Moldova's alignment with the **EU's Pact on Migration and Asylum** underscores its commitment to humane and effective migration management focusing on legal pathways and migrants' right. The alignment between Moldova's migration objectives and those of the EU is crucial for enhancing the impact of proposed interventions under this project, aiming to better coordinate Moldova's migration policies with those of the EU.

While temporary protection for Ukrainian refugees in Moldova has been extended until 2025, the proposed action will explore potential futures for Ukrainians in Moldova, which may include restriction of movement similar to that of other third country nationals as well as potential for matching professional profiles with labour needs and other integration possibilities. The action will spotlight this issue, along with other migration management inconsistencies and gaps in services to migrants and refugees with local authorities of cities currently hosting Ukrainian refugees (and other migrant groups) while bringing perspectives of and aligning with MoLSP, MoER, General Inspectorate for Migration. Finally, the project will leverage existing framework agreements and collaborations between administrations in Moldova and other countries of EU facing similar challenges.

In addition, the Government of Moldova approved the **"National program to stimulate returns and facilitate the (re)integration of citizens of the Republic of Moldova involved in the migration process for the years 2023-2027"**. This program reflects a nuanced understanding of the challenges faced by returnees and the potential benefits of leveraging diaspora expertise for national development.

2.3. Contribution of the Action to National Policy Plans and Priorities in the Participating Countries

Upcoming national social protection program (RESTART), education reforms and legal changes in relation to the EU alignment, raise doubts on how the needs of refugees and migrants will not be overlooked. The development of the current action has fully taken into account the ongoing transformation of the state social protection system in Moldova (RESTART), implemented by the Ministry of Labour and Social Protection, and its replacement of Social Assistance Departments under the District Councils with ten Social Assistance Territorial Agencies (ATAS), Reform of Education, etc. The action will work with these newly established agencies and with target local authorities to ensure that revised systems of social protection do not inadvertently exclude refugees and other migrant populations as well as build the technical capacities of social protection actors to provide refugees and migrants with services supporting their integration into Moldovan society.

In addition, the project also complements the efforts of the ongoing Education reform which aims to: a) strengthen the quality of education and; b) improve the efficiency of the education sector component by eliminating excess capacity and creating a leaner education system, which will be better equipped to provide education that meets the demands of a modern economy; c) improve the Ministry of Education and Research (MoER) capacity to monitor the implementation and measurement of the education reform program.

Also, the project builds on the upcoming **National Development Plan 2025-2027** developed by the Ministry of Internal Affairs. The discussion at the central level has to be followed up by the dialogue on its implementation and integration plans for refugees and migrants locally. Additionally, the project considers various State Policies such as “**Moldova Europeana 2030**”, aiming to improve governance, social protection systems, access and quality of education, healthcare and overall well-being of people living in Moldova, including migrants and refugees; and **National Child Protection Programme** for 2022-2026 that stipulates attention to the dimensions of reducing the negative effects of parental migration on children left in the country.

Finally, the activities planned contribute to alignment of legislation, standards and processes with the EU and accelerates Moldova’s accession to the EU.

2.4. General and Specific Objectives

The overall objective:

The **Overall Objective** of the proposed action is to **contribute to the enhanced integration of refugees and migrants into the Moldovan society through improved and equal service provision.**

This is deemed necessary due to the rising number of refugees and migrants in Moldova, which has imposed an additional strain on public social services. Therefore, refugees and migrants risk being excluded from accessing these social services. On the other hand, the RESTART reform can be seen an opportunity to not only identify existing gaps in the system but also to create additional resources.

Specific Objective 1: To equip municipalities, ministries and ATAS with the necessary know-how, resources and training to increase in the efficiency and accessibility of services provided to migrants and refugees within the next two years.

Output 1.1: Municipalities and ATAS in cooperation with civil society strengthened their policies, procedures and plans on social services and assistance for refugees and migrants in line with the ongoing reforms’ agenda.

Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova

Output 1.3: Municipalities, ATAS and social service providers built their capacities and improved practices to respond to refugee and migrants needs

Specific Objective 2: To increase access for migrants and refugees to protection and quality essential services in Moldovan municipalities by expanding service availability, enhancing outreach programs, and improving service delivery infrastructure over the next two years.

Output 2.1: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information.

Output 2.1: Refugees and migrants effectively access and utilize available services provided by CSOs and the state.

The proposed action will empower refugees and migrants to take an active role in supporting their communities through community committees and active engagement in informing refugees and migrants about their rights and available

services. PIN, having a vast local experience with participatory planning and community engagement, will ensure systematic and efficient information provision by creating a hotline and community committees information sharing. Finally, in line with partners localization strategy, by **sub-granting minimum 14 local CSOs to conduct awareness raising sessions on rights and available services and to deliver tailored and needs based social services to migrants and refugees.**

By working together, the goal is to overcome challenges, bridge gaps, and create a more inclusive and responsive system to address the social service needs of migrants and refugees in the Northern region, Chisinau and Southern Region focusing on **systemic changes and targeting 6800 migrants and refugees in total.**

2.5. Description of Activities

Output 1.1.: Municipalities and ATAS in cooperation with civil society strengthened their policies, procedures and plans on social services and assistance for refugees and migrants in line with the ongoing reforms' agenda	
Activity 1.1.1. Revision of the legal frameworks and mapping of the existing practices for migrants at the central and local level related to migration management	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>Under this activity, PIN plans to review the legal framework existing at the state level (Ministries, State Laws) and local level (Municipalities of Chisinau, Balti, Cahul, ATAS) in Moldova, as well as its actual implementation. PIN will hire external legal advisor to develop a methodology and facilitate the revision by conducting desk review, focus group discussions and key informant interviews with main stakeholders such as representatives of the Municipalities, MoLSP, MoER, central and regional department of General Inspectorate for Migration, ATAS, civil society organizations as well as migrants themselves. The methodology will be consulted and aligned to the local integration plans of refugees of UNHCR and IOM designed in coordination LPAs and the General Inspectorate for Migration.</p> <p>This action is also aligned with the ongoing RESTART (Reform of Social Assistance System) plans, education reform and other reforms (education, EU accession) will consist of a review of the current legislation, policies, strategies, national and local work plans associated with migration management, particularly in relation to inclusion of migrants and refugees into existing social protection schemes, education, and access to labour market at the level of each municipality.</p> <p>This activity along with the analysis (A1.1.2) are expected to be essential for the projects'</p>

	<p>further implementation and quality, as it will provide detailed information and first-hand insights necessary for the authorities' capacity building (A1.1.3, A1.2.1, A1.2.2, etc.), focus for participatory budgeting (A1.1.4) and service provision actions (A2.2.1.).</p> <p>Expected results: 3 sessions; 30 participants each session developing methodology for reviewing the legal framework and existing practices; consultative processes with authorities conducted.</p> <p>Timeline: Months 1-4 of the project</p>
Activity 1.1.2. Analysis of the gaps in legal framework and service provision for migrants and refugees	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>As part of the review process (A1.1.1.), the existing gaps within the current framework will be identified. The analysis will be conducted by the same external expert, and will outline the gaps/ needs and provide a roadmap to the overall improvement of migration management and service provision, particularly in relation to inclusion of migrants and refugees into existing social protection schemes, education, and access to labour market at the level of each involved municipality. It is also expected to provide direction for authorities' capacity building (A1.1.3, A1.2.1, A1.2.2, etc.) and focus for participatory budgeting (A1.1.4) and service provision actions (A2.2.1.).</p> <p>Expected results: Report that identifies existing gaps and capacity building needs as well as outlining recommendations to improve legislation and current practices in migration management; 3 sessions with approx. 15 participants each session</p> <p>Timeline: Months 2-4 of the project</p>
Activity 1.1.3. Promotion of dialogue on migration management through public workshops and presentation of the recommendations and findings of the revision and mapping process	
Activity coordinator	PIN

Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>To foster open dialogue and collaboration, PIN will present the findings of the review and the drafted recommendations to the target local/ national stakeholders and CSOs. In these interactive sessions, the stakeholders will share insights and expertise, fostering a collective understanding of the challenges and opportunities in involving migrant and refugees in the existing service systems.</p> <p>Expected results: Public presentation and discussion of the <i>Analysis of the gaps in legal framework and service provision for migrants and refugees</i>; 3 sessions with approx. 20 participants each</p> <p>Timeline: Months 5-6 of the project</p>
Activity 1.1.4. Developing of the action plan to tackle legal and service provision gaps on the local level	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>After draft of initial cost, prioritization of activities and development of the action plans at municipality level, participatory budget processes will be initiated at three Municipalities (Chisinau, Balti, Cahul) to promote inclusivity and collaborative decision-making. PIN will facilitate round table discussions by involving relevant stakeholders: migrants, Moldovan citizens, ministries' and LPA's employees and civil society representatives. The participatory budgeting activities will serve as a tool to identify budget constraints to ensure quality service provisions and to help spend resources responsibly. It will be complementary to the identified gaps and recommendations as results of the A1.1.2 and A1.1.3. Ultimately, participatory budgets, evidence-based analysis of the gaps and recommended actions will inform the services that will be designed and implemented by the CSOs under A2.2.1 Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees.</p> <p>The scope of the services might include but will not be limited to the following examples: rehabilitation of community spaces – culture centres, schools, youth centres, care facilities;</p>

	<p>provision of educational services for children, including for the children of the pre-school age; information campaigns for the services provided by state actors; support of livelihood programmes for migrants – provision of grants for businesses, facilitating access, covering training needs. However, the exact scope will depend on the results of consultations and gaps in each municipality.</p> <p>The process of developing an action plan will include consultation with communities, migrants and refugees to ensure inclusiveness and validation of the actions planned. Thus, empowering migrants and refugees to become drivers of the change.</p> <p>Expected results: participatory budgeting processes initiated at the local level; strategic plans for 3 years developed; 6 sessions for approx. 30 participants each</p> <p>Timeline: Months 8-9 of the project</p>
Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova	
Activity 1.2.1. Organisation of the international opening conference/launch event for dialogue on migration management (project launch event)	
	P5 (Prague/Czech side), PIN (Moldova side)
Involved partners	Prague Municipality, EU Member States/Municipalities (Germany, Poland, Slovakia, Austria, and/or Romania), Municipality of Chisinau, Balti, Cahul, Social Assistance Territorial Agency (ATAS), local civil society (NGOs, CSOs), special guests representatives from ministries, EUD, UN agencies (IOM, UNHCR, UNICEF etc.)
Target group(s)	Municipality employees, ATAS, CSOs representatives
Activity location	Online/TBD
Activity description	<p>Under the activity, P5 in cooperation with PIN Moldova will deliver one project launch hybrid event, combining in-person participation in Chisinau/Moldova side and Prague/Czech Republic side too, using online connection between both places. The event will take place in the first 6 months of the project and will be organized in order to initiate and foster vital platform for dialogue and space on project tracking, experience, lessons & practice sharing, between projects' target group of Moldovan municipalities, ATAS and civil society actors on one side and EU Member States, both representatives of involved municipalities, countries (Czech Republic, Germany, Poland, Slovakia, Austria, and/or Romania), civil society organizations. After some of the activities of result 1 are launched, the idea is that some results are presented to engage more actors in advocacy measures/initiatives.</p> <p>Other expected participants will be from Moldovan & Czech ministries, migration experts, and international community (e.g. IOM, UNHCR, UNICEF, UNDP, ICMPD).</p> <p>Expected result: 1 international/hybrid project launch event, with 50 participants from target/partnering municipalities, ministries, ATAS, representatives of CSOs participating,</p>

	and migration experts Timeline: Month 1-6 of the project
Activity 1.2.2. Best practice study on refugees and migrants' integration at municipality level in the EU Member States	
Activity coordinator	P5
Involved partners	Prague & Tachov Municipalities, Germany, Poland, Slovakia, Austria, and/or Romania (TBD)
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Czech Republic (Prague, Tachov), EU Member States: Poland, Germany, Slovakia, Austria, and/or Romania (TBD)
Activity description	<p>The activity is focused on conducting a research from Czech Republic and EU Member States experience, lessons and successful strategies on migration management at municipality level. Prague 5 municipal district will ensure involvement of expert on migration management from Czech Republic and other EU member states via established partnership with cities in Germany, Austria, Poland, Slovakia, and/or Romania. These experts will provide insights on EU best practices in refugee and migrant integration, allowing Moldova to benefit from EU expertise. The research will be conducted by the expert hired from Prague 5 with methodological support from PIN, and its Social Integration Program expertise.</p> <p>Strong research emphasis will be on replicability of recommendations into context of Moldova, and role of civil society organizations (e.g. specifically in the Czech Republic context) as the main social service providers.</p> <p>Expected results: 1 research study developed focusing on the best practices and lessons from EU Member States municipalities over migration management</p> <p>Timeline: Months 4-6 of the project</p>
Activity 1.2.3. Exposure visit to Czech Republic and other EU member state for Moldovan representatives focused on sharing of best practices in the areas of migration and integration	
Activity coordinator	P5
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Czech Republic (Prague, Tachov), EU Member States: Germany, Poland, Slovakia,

	Austria, and/or Romania (TBD)
Activity description	<p>In order to ensure a strong learning opportunity, the project will support exposure visit for representatives from Moldova municipalities, ministries and civil society to partnering EU Member States including Czech Republic.</p> <p>Meetings with Czech municipal counterparts and respective ministries will be complemented by the field visit of service providers in Prague and town of Tachov (with the largest concentration of migrants in Czech Rep). During the visit, the delegation will also see Regional Integration Centers (“Krajska integracni centra”), which is a model generating successful results of concrete work with migrants in the Czech Republic, and work of civil society organizations, incl. People in Need’s work in domestic social service programs and others. The visit will thus provide and showcase some practical demonstration of the integration of the migrants.</p> <p>The detailed agenda will be prepared by P5 in close collaboration with PIN and taking into consideration professional interests of the visiting participants. In addition, PIN will be consulting the activity with its Programme of Social Integration Department (PSI) that works in the Czech Republic with the refugees from Ukraine.</p> <p>Expected results: 1 study visit (7-day long) to municipalities in Czech Republic and other EU member states; Approx. 15 people participating (12 from ATAS, municipalities and ministries, and CSOs representatives)</p> <p>Timeline: Months 7-12 of the project</p>
Activity 1.2.4. Closing Conference	
Activity coordinator	P5
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova (Chisinau, Balti, Cahul); Czech Republic
Activity description	<p>A final closing conference will be organised in the end of the project to underline project achievements, highlight recommendations and outline commitments to the future. The conference will be held in hybrid mode (online/offline) with participants from the same countries meeting in person and organising online connection between Chisinau/Moldova, on one side, and Prague/Czech Republic on the other. At least 50 people across all involved partners and project target groups (LPAs, ministries, representatives of CSOs) will participate in the final event. Two parts divided into honorary welcoming and rounds of speeches + followed by more detailed discussions/working groups on specifics resulting from project implementation.</p> <p>Expected results: one international closing event organized; 1 in-person meeting in Prague + 1 in Chisinau; 50 participants altogether.</p>

	Timeline: Month 26-27 of the project
Output 1.3: Municipalities, ATAS and social service providers built their capacities and improved practices to respond to refugee and migrants needs	
Activity 1.3.1. Development of training package aimed at enhancing the knowledge of public service providers on the response to the needs of refugees and migrants	
Activity coordinator	PIN
Involved partners	P5
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova
Activity description	<p>A comprehensive training package will be developed by an external expert in coordination with PIN to ensure that public servants are equipped with the knowledge and understanding that is necessary to address the needs of refugees and migrants within their communities. The programme will comprise of a module with different thematic training sessions.</p> <p>Training topics might include refugee rights, temporary and international protection frameworks, statistics analysis on migration, etc. The detailed content and training agenda will be created after a careful assessment and consultation with the relevant stakeholders. The programme will also be complemented by the inputs developed by P5 highlighting relevant experience from Czech Republic.</p> <p>PIN will ensure disseminating the training materials to other municipalities, where feasible and appropriate. In addition, PIN will align with already existing initiatives in country, such as the idea of MoLSP (Ministry of Labour and Social Protection) to centralize all the training provided in relation to the upcoming RESTART reform (reform of social services provision) to the Ministry's and ATAS (Territorial Social Assistance Agencies) employees by combining them into the education platform. PIN will also explore further opportunities to ensure knowledge-exchange on central and national level in Moldova.</p> <p>Expected results: specific tailored training program on the rights of refugees, migrants' management or other relevant topics developed</p> <p>Timeline: Months 7-9 of the project</p>
Activity 1.3.2. Delivering of the training and capacity building exercises	
Activity coordinator	PIN
Involved partners	P5

Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova
Activity description	<p>PIN will organize the delivery of 1 training package of 5 modules as one extensive training or multiple small sessions of the content created under A1.3.1. The participants will be invited from Balti, Cahul and Chisinau Municipalities, ATAS, representatives of the target ministries and General Inspectorate for Migration.</p> <p>Pre/ post-tests will be carried out to measure the effectiveness, relevance of the training and the changes in participants' knowledge.</p> <p>Following up from activity 1.3.1, in-country experts visit and specific training will be organized in Chisinau for at least 150 participants from partnering municipalities (Chisinau, Balti, Cahul), ATAS and CSOs representatives.</p> <p>The activity will be complemented with training sessions delivered by experts from Prague 5 Municipality, and PIN HQ experts (in total 3 international experts: 2 – P5; 1 – PIN). The delivery of the sessions on P5 side will be complementary to the sessions delivered by the Moldovan expert and will be done during 7-days in-country sharing visits to Moldova in 3 partnering municipalities (Chisinau, Balti, Cahul) which will amplify the learning and good practices exchange between relevant counterparts at municipality levels and relevant service providers.</p> <p>First needs assessment was conducted in May with more than 30 in-depth interviews with stakeholders as first based for elaboration of proposal. P5 and PIN will share the training needs results with MPF once available. First results may be expected already at the initial stages of the project (months 1-4 of the project), when revision and analysis of the legal framework and mapping of the existing practices will be conducted (Output 1.1, A1.1.1, and A1.1.2). The training package will be elaborated taking into consideration also the results under Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova with planned study visits and exchange of good practises between municipalities and service providers. Finally, additional consultations will be conducted during 7-9 months of the project (A1.3.1) at the stage of elaboration of the training package. Prague 5 and PIN are willing to do a project steering committee to maintain everyone informed and discuss important steps/milestones (ei: Every 6 months).</p> <p>Expected results: 5 training sessions delivered by Moldovan expert; 150 employees of the municipalities, ATAS and Ministries trained.</p> <p>Timeline: Months 9-10 of the project</p>
<i>Output 2.1: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information</i>	
<i>Activity 2.1.1 Establishment of the Community Committees for discussing and addressing the specific needs of refugees and migrants</i>	

Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Migrants, refugees
Activity location	Chisinau, Balti, Cahul
Activity description	<p>PIN will establish 5 community committees where the specific needs of migrants and refugees will be discussed in a sector-based manner (education, livelihood opportunities, provision of social services). The activity aims at community mobilisation providing opportunities to voice the existing needs, concerns ensure inclusion into social processes and ability to influence decisions at the local level.</p> <p>Each committee will be formed with at least 10 volunteers who are willing to take an active part in improving services in their communities. All community committees' members will be trained by PIN Social Inclusion and Protection team in basic human rights, protection principles and available services. PIN will facilitate regular committee meetings (depending on the community's needs) to foster open dialogues that help identify the main barriers in service provision. PIN will also encourage and facilitate advocacy actions initiated by community members to remove or reduce the identified barriers.</p> <p>Expected result: 5 community committees (10 volunteers each) are formed and operational; open dialogue on needs/constraints is ongoing</p> <p>Timeline: throughout the project</p>
Activity 2.1.2 Service mapping and information dissemination on these services	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Migrants, refugees
Activity location	Chisinau, Balti, Cahul

Activity description	<p>To bridge the information gap and empower migrants and refugees, PIN will engage volunteers who comprise the community committees (A2.1.1) in mapping available services and disseminating information. Community committee volunteers will take on the important responsibility of disseminating accurate and timely information about services to 1500 refugees and migrants living in Chisinau and other intervention areas in Moldova. The process will be coordinated with the target Municipalities and ATAS to include state information dissemination channels and to maximise the outreach and impact. This approach ensures informed decision-making and fosters a sense of community engagement.</p> <p>Expected results: 1500 refugees and migrants informed and aware about available services</p> <p>Timeline: throughout the project</p>
Activity 2.1.3. Establishment and/or improvement of the hotline and/or community feedback mechanism	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Refugees, migrants
Activity location	Moldova: Nation-wide
Activity description	<p>Recognizing the importance of easy access to information, PIN will establish and or/improve existing hotline (operated by the state or CSO service providers) as a centralized point for at least 2500 migrants and refugees from all over Moldova. Alternatively, PIN will consider establishment/improvement, community feedback and/or case management registers, depending on the existing needs in target areas and operational capacities. Current administrations/ ATAS/ central government do not have unified channels of information dissemination/ for receiving complains as the ATAS are just created, and overlapping with existing mechanisms/ channels from the LPAs/ primaries level. Those channels do not capture the gaps/interrupted services appeared by the reforms. This means, that PIN will try to improve existing system and integrate them into the proposed new system by ministry of Social Labour. In addition to general training and overall capacity building support, the hotline operator will be trained on protection and child protection aspects. S/he will be informed weekly by the program team on available services. Through the hotline, PIN will disseminate up-to-date and accurate information on available services for refugees and migrants in the country minding and following-up on tackling language barriers, if any (the majority of the migrants and refugees in Moldova speak Ukrainian and/or Russian more rarely English; Russian and more rarely English is communicated in public spheres, government communication channels). Additionally, PIN will analyse the received calls and requests and utilize the findings to inform its programming and identify the gaps in service provision.</p> <p>To amplify outreach, the project team will coordinate the activity with the channels available on the side of ministries, other institutions (e.g. General Inspectorate for Migration) international actors (e.g. IOM), and municipalities. If relevant, the channel and information dissemination will be also extended to social media (FB) and messengers</p>

	<p>(WhatsApp, Viber, Telegram) to ensure tailored accessibility to the information. Finally, PIN will place the QR codes containing necessary information within municipalities & ATAS premises and in the departments of General Inspectorate for Migration to refer refugees to the relevant services/ platforms available in at least 2 languages.</p> <p>PIN will ensure coordination between local and international actors/ stakeholders at all stages of the project to ensure complementarity to already existing mechanisms and to avoid duplication of efforts.</p> <p>Expected results: Information hotline established and/or existing hotline improved; 2500 individuals receive the information services through the hotline services</p> <p>Timeline: Months 12-27 of the project</p>
Output 2.2: Refugees and migrants effectively access and utilize available services provided by CSOs and the state	
Activity 2.2.1 Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Migrants and Refugees; Local CSOs; Municipalities of Chisinau, Balti, Cahul
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>To complement the programme and to address the issues identified under A.1.1.1, A.1.1.2 and A1.1.3., PIN will provide grants (FSTP - financial support to third parties) to around 14 local CSOs (6 medium grants: 5,000 – 20,000 EUR and 8 large grants: 20,000 – 50,000 EUR) operating in target locations in Moldova (Chisinau, Balti, Cahul). The final number of the grants and organisations supported can vary, depending on the actual needs, applications and operational capacities of the local CSOs, etc.</p> <p>The grants will be provided to the local organisations for projects which will aim:</p> <ul style="list-style-type: none"> • to address the needs and gaps in dissemination of the information about available services; • to provide direct services to migrants and refugees. <p>The activities within such mini projects are to be implemented directly by CSOs in coordination with state service providers (Municipalities, Social services or other relevant institutions). PIN will encourage grantees to exercise participatory budgeting approach, when the local authorities need to be involved in cooperation with civil society actors and provide financial or in-kind contributions to the proposed initiative.</p> <p>As per PIN internal procedures, the grantees will be selected through an open Call for Proposals by dedicated PIN Selection Committee based on general eligibility criteria (be a</p>

	<p>legal entity; be a non-profit making organisation; be established in the Republic of Moldova; have relevant experience in the topic of the scheme; experience in cooperating with Local Public Authorities, etc.) and specific scoring system which will include but not limited to such parameters as relevance to the Call objectives, overall project design, number of beneficiaries and stakeholders, cost efficiency, etc. Besides, each pre-selected applicant will go through PIN due diligence process (Partnership Assessment Tools) to minimise risks related to financial support to third parties (FSTP), ensure safety and quality of implementation.</p> <p>The size and the range of the grants scheme are based on PIN's previous extensive experience of working with civil society organisations in Moldova and FSTP schemes.</p> <p>PIN will encourage applicants to involve communities, migrants and refugees into the needs assessments (Key Informant Interviews, Focus Group Discussions), discussions of the initiatives planned to ensure inclusiveness, validation of the actions planned. Thus, empowering migrants and refugees to become drivers of the change.</p> <p>Expected results: 14 grants for CSOs distributed, 14 mini projects/ initiatives for migrants and refugees implemented; 2800 people assisted (200 people on average per organisation based on PIN previous experience).</p> <p>Timeline: Months 12-14 of the project</p>
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2.6. Expected Results (Outcomes and Outputs) and their Sustainability

The proposed action of Prague 5 People in Need (PIN) in Moldova is based on a **Theory of Change**; the programme aims to **(Overall Objective) “contribute to the enhanced integration of refugees and migrants into the Moldovan society through improved equal service provision”** by this the project intend to generate broader impact of **(Impact) “strengthening cooperation between EU member states and Moldova across a broad range of migration-related themes aligned with the Pact on Migration & Asylum, including building capacity for migration management”**. Additionally, the project results should also impact various aspects of the environment in a broader perspective. Among the mapped changes, the following may occur: *“Harmonious relations between new local administrative structures”, “Enhanced effectiveness and efficiency of public services for migrants”, “Increased civic society participation”, “Harmonious integration of migrants into the local community”, and “Increased adherence of Moldovan citizens to EU values”*.

To achieve that, the intervention will need to generate the following two outcomes **Specific Objective 1: “To equip municipalities, ministries and ATAS with the necessary know-how, resources and training to increase in the efficiency and accessibility of services provided to migrants and refugees”** and **Specific Objective 2: “To increase access for migrants and refugees to protection and quality essential services in Moldovan municipalities by expanding service availability, enhancing outreach programs, and improving service delivery infrastructure”**.

Elaborating here only on the intra-relations outcome pathway (the rest in full picture could be seen in the annex with visualization of Theory of Change), the assumption is that **IF Activity 2.1.1. “Establishment of the Community Committees for discussing and addressing the specific needs of refugees and migrants”, Activity 2.2.1 “Service mapping and information dissemination on these services”, Activity 2.1.3. “Establishment and/or improvement of the CFRMs channels”** will be successfully implemented, **THEN** immediate output of **“Refugees and migrants**

*informed through community committee volunteers and hotline, and aware of available services” will be delivered implying of **Output 2.1 “Refugees and migrants have increased awareness on accessible social services through bolstered availability of information”** and **IF** the Activity 2.2.1 “Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees” will be successful **THEN** immediate output of **“Mini projects & initiatives for migrants and refugees implemented”** will be reached, resulting in longer-term perspective in generating the following **Output 2.2. “Refugees and migrants effectively access and utilize available services provided by CSOs and the state”**.*

Hence, **IF** those two outputs are delivered (Output 2.1. and Output 2.2) it intends to lead to the achievement of Outcome 2, which together with Outcome 1 will contribute to the achievement of the overall objective of **“To contribute to the enhanced integration of refugees and migrants into the Moldovan society through improved and equal service provision”**. This explains how activities are understood to produce a series of results that contribute to achieving the final intended impacts.

Sustainability

- **Financial level:** Participatory budgeting approach stimulating cooperation and open dialogue between civil society and state actors (LPAs, Ministries) and facilitating access to services for migrants and refugees through provision of sub-grants to local CSOs will contribute to overall sustainability of the state institutions and civil society service providers. PIN is already implementing services that will be in the future transferred to ministry as they are aligned with national legislation standards. In fact, a recent commitment was signed between different parties and MoLSP, just to mention an example. PIN will aim to enable the state to take over the financial aspect of the service provision in the long-term perspective, as the services are being designed in line with the new national standards once the legal frameworks are approved. However, in short to mid-term perspective, the state actors and civil society service providers will also be trained in management of financial resources and fundraising strategies from international community, donors or private sector to avoid interruption of services to the most vulnerable community members.
- **Institutional level:** sustainability of the Action requires that the central (Ministries) and local (Municipalities, ATAS) state actors’ feel ownership of the project and revise their plans. Therefore, already at the project design stage, P5 and PIN conducted consultations and needs assessment involving relevant stakeholders. More importantly, Signed Memorandums agreements with all parties, as well as public declarations by government agencies could strengthen their commitment to the work and contribute to sustainability of the action. In this regard, all ministries and all municipalities have signed commitments⁴, and P5 and PIN will sign in the opening event a commitment from everyone (Clear, signed commitments from government officials will make it harder for them to change their minds if parties change). Also, the established collaborations with ministries and government agencies extend beyond social assistance, livelihood and education from this project, thus, Secretaries of State responsible for different sectors within the ministries already know the partners and work in different projects/ areas. Establish intersectoral tables for collaboration among ministries and build capacities increase intersected alliances (such as the ones with UNHCR’s integration plans and IOM) and foster sustainability of results by creating common strategies and collective outcomes between agencies and minimizing the risk of institutional turnovers of government staff and political instability.
- **Policy level:** The proposed action is aligned with the governmental work concerning the management of migration, specifically with the **EU Pact on Asylum and Migration, Programme on management of migration flows, asylum and integration of foreigners 2022-2025**, as well internal reforms of social protection system RESTART, reform of education and overall Moldova’s alignment with EU legislation and standards necessary for Accession

to the EU. In addition, PIN will participate and co lead (as established with UNHCR) the regional integration plan (National strategy) in the selected locations. These discussions happened between Inspectorate of Migration, PIN and UNHCR and the project activities will align with the national strategy.

- **Environmental level:** Aligned with PIN Global Environmental Policy¹ and environment aspects to the **PIN Global Relief and Development Department Strategy 2022-2026**, PIN will ensure that the action minimises environmental impact to the extent possible (trying not to print documents, reducing car emission and purchasing planes with less emissions accordingly to PIN policy). P5 and PIN will make sure that the activities of the project, including, sub-granting for the CSOs, do no harm. Furthermore, the project will rely on local resources to the maximum extent possible, with vast majority of activities taking place in Moldova.
- **Replicability and dissemination of results:** the best study practices (A1.2.2), opening (A1.2.1) and closing (A1.2.4) events and dissemination of all the deliverables are planned and measured in the results number 1 and 2. In Addition, the capacity building modules developed and delivered under activities A1.3.1, A1.3.2 will be disseminated among employees of the relevant institutions and stored in the government-led learning platform, which is planned to be established within the social protection system reform (RESTART).

2.7. Added value

The added value of the project can be seen in several aspects:

1. **Localization strategy:** Aligned with its Global Relief and Development Strategy (2020-2026), PIN is highly committed and motivated to work with local CSOs as a part of PIN's strategic pillar of Civil Society and Inclusive Governance. For this project, PIN Moldova has developed a specific SOP on grantees selection, that will be helpful for monitoring and evaluation of results. The strategy to work with local actors, not only legitimize the actions of the project, but also cover the gaps in services that the reforms are generating and that are affecting migrants. CSOs not only have the technical expertise, but also have direct contact with civil society and are recipients of the complains and gaps in the service provision.
2. **Timely implementation and Alignment with National priorities:** Revision of legal frameworks to include migrants needs on local and national plans is not only timely and appropriate, but also very relevant at the period of implementation of this project. There is interest, and also political will to be involved in the strategic planning both at local and national level. The project will be setting basis as well as taking best practices for the regulation frameworks in main cities in Moldova. In addition, the project builds on **the National Development Strategy 2025-2027** and Integration Policy for foreigners developed by the Ministry of Internal Affairs. The project is also in line with **"Moldova Europeana 2030"**, aiming to improve governance, social protection systems, access and quality of education, livelihood opportunities and overall well-being of people living in Moldova, including migrants and refugees.
3. Finally, the activities planned contribute to alignment of legislation and standards with the EU and accelerates Moldova's accession to the EU.
4. **Alliances with other humanitarian and development actors:** All relevant stakeholders are taking part in the National Integration Plans for refugees and migrants. UNHCR has agreed that PIN will lead the working groups for developing the local integration plans (in line with the National one) in the 3 municipalities that the project

¹ People in Need 2019, not a public document.

involves. IOM and General Inspectorate for Migration will also be part of the revision of these plans and the project will have a significant impact in this regard.

5. **Long standing relations with MoLSP and MoER** that have been engaged in PIN's projects for multiple years. Mutual trust and number of previous successes will ensure both institutions' involvement and ownership, which will be instrumental for success of the Action.
6. **Track-record with Media:** PIN has good relationship and is currently participating in different project with many Moldovan media outlets, CSOs working in media and journalists which will ensure the dissemination and rigorous information sharing of project activities.
7. **Capacity building knowledge:** PIN has managed numerous projects with sub-granting components and during 2023 worked with 130 CSOs. Thus, PIN has a database of consultants and different studies on needed capacity building for civil society and public servants.
8. **HR and operational capacities:** PIN operates in Moldova for over 20 years, with current capacities of 3 offices in or near the regions of interventions (Chisinau, Balti, Comrat) ensuring quick and more cost-efficient response. In addition, regional staff has close ties with the main partners in the areas and is more effectively aware of the news in each rayon.

2.8. Logical framework

Overall Objective	Indicators	Baseline	Targets	Data sources / Means of verification
To contribute to the enhanced integration of refugees and migrants into society of Republic of Moldova through improved and equal service provision	% of migrants reporting that they are more integrated into society	0	60%	Final external evaluation governed by the donor
	Number of new / revised integration policies / plans created and approved	0	1	Final external evaluation governed by the donor; 1 national integration plan and strategic plans for the municipalities
	Number of changes to integration practice	0	5	Final external evaluation governed by the donor
	% of key stakeholders who agree that the project has contributed to strengthening cooperation	0	60%	Final external evaluation governed by the donor

Specific Objective 1 (SO1)				
Specific Objectives/ Outcomes	Indicators	Baseline	Targets	Data sources / Means of verification
Specific objective 1: To equip municipalities, ministries and ATAS with the necessary know-how, recourses and training to increase in the efficiency and accessibility of services provided to migrants and refugees within the next two years	# and % of training participants who consider the training useful for their work (EU indicator)	0	150 (80%)	Training attendance lists, participants database, feedback forms
	# and % of participants who report three months after the training activity that they are using the skills and competences acquired during the training (EU indicator)	0	150 (70%)	Post-training survey questionnaire
	Percentage (%) of partnering stakeholders' self-reporting increased capacities in migration management and service provision to migrants and refugees	n/a	70%	Endline survey questionnaire, final evaluation
	Number of integration projects where local and regional authorities are the beneficiary	0	3	MoUs signed between Local and regional authorities, Final evaluation survey
	Number of service providers (employees of municipalities, ministries and ATAS) trained by the EU-funded intervention with increased knowledge and/or skills on responding to the specific needs and vulnerabilities of displaced persons, disaggregated by sex, sector (OPSYS core indicator)	0	150 (60% of women, 40% of men)	Training attendance lists; Database of training participants; Pre- and post-training tests
SO1 Outputs				
Outputs	Indicators	Baseline	Targets	Data sources / Means of verification
Output 1.1: Tools provided for municipalities and ATAS in cooperation with civil society to strengthen their policies, procedures and plans on social services and assistance for refugees and migrants in line with the ongoing reforms' agenda	Number (#) of methodologies for reviewing the legal framework and existing practices developed	0	1	Methodological documentation
	Number (#) of reports identifying existing gaps and capacity building needs in migration management	0	1	Report illustrating the gaps and needs in the sector before the intervention and capturing all the proposed recommendations in the sphere of migration management
	Number (#) of presentations and discussions on results of the analysis held	0	1	List of participants, presentation and discussion agenda and materials, including

						presentations	
Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova	Number of action plans developed		0	1		Action Plans	
	Number (#) of participatory budgeting processes initiated at the local level		0	10		Copies of local plans, decisions of local councils, publications on local municipalities websites/social media	
	Number of conferences/info-sharing events held		0	1		List of participants, launch event agenda and materials, including presentations	
	Number (#) of international/hybrid launch event participants from targeted and partnering municipalities, ministries, ATAS, representatives of CSOs and migration experts		0	50			
	Number (#) of research studies developed focusing on the best practices and lessons from EU Member States municipalities over migration management		0	1		Research report	
	Number of study visits to EU member states organised		0	1			
	Number (#) of representatives of municipalities, ministries, ATAS and representatives of local CSOs that participated in study visit to EU Member States municipalities (disaggregated by sex)		0	15		List of participants, study visit agenda and programme, study visit handouts and materials	
	Number of events at which project results were presented (disaggregated by event type)		0	1			
	Number (#) of closing event participants from targeted and partnering municipalities, ministries, ATAS, representatives of CSOs (disaggregated by agency, gender)		0	50		List of participants, closing event agenda and materials, including presentations	
	Number (#) of tailored training programs (curricula) in migration management developed		0	1		Training program methodology, materials and handouts	
Output 1.3: Municipalities, ATAS and social service providers built their capacities and improved practices	Number of service providers (employees of municipalities, ministries and ATAS) trained by the EU-funded intervention on responding to the specific needs and vulnerabilities of displaced persons, disaggregated by sex, sector		0	150		Training attendance lists; Database of training participants; Pre- and post-training tests	
SOI Activities							

- Output 1.1: Municipalities and 1 ATAS in cooperation with civil society strengthened their policies, procedures and plans on social services and assistance for refugees and migrants in line with the ongoing reforms' agenda
 - A 1.1.1. – "Revision of the legal frameworks and mapping of the existing practices for migrants at the central and local level related to migration management"
 - A 1.1.2. – "Analysis of the gaps in legal framework and service provision for migrants and refugees"
 - A 1.1.3. - "Promotion of dialogue on migration management through public workshops and presentation of the recommendations and findings of the revision and mapping process"
 - A 1.1.4. - "Developing of the action plan to tackle legal and service provision gaps on the local level"
 (related to Op 1.1.)
- Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova
 - A 1.2.1. – "Organisation of the international opening conference for dialogue on migration management (project launch event)"
 - A 1.2.2. – "Best practice study on refugees and migrants' integration at municipality level in the EU Member States"
 - A 1.2.3. - "Exposure visit to Czech Republic and other EU member state for Moldovan representatives focused on sharing of best practices in the areas of migration and integration"
 - A 1.2.4. - "Closing online Conference"
 (related to Op 1.2.)
- Output 1.3: Municipalities, ATAS and social service providers built their capacities and improved practices to respond to refugee and migrants needs
 - A 1.3.1. – "Development of training package aimed at enhancing the knowledge of public service providers on the response to the needs of refugees and migrants"
 - A 1.3.2. – "Delivering of the training and capacity building exercises"
 (related to Op 1.3.)

Specific Objective 2 (SO2)					
Specific Objectives/ Outcomes	Indicators	Baseline	Targets	Data sources / Means of verification	
Specific objective 2: To increase access for migrants and refugees to protection and quality essential services in Moldovan municipalities by expanding service availability, enhancing outreach programs, and improving service delivery infrastructure over the next two years	Number of migrants, refugees, and internally displaced people or individuals from host communities protected or assisted with EU support (EU indicator GEF 2.20/ IPA III RF 1.4.2.1)	0	6800	Beneficiary database, project records, progress and final reports	
	% of surveyed target population (migrants, refugees) satisfied with their last experience of using services provided by the target CSOs and the state (disaggregated by gender, age, migrant type)	0	80%	Endline survey questionnaire, final evaluation	
	Percentage (%) of targeted migrants claiming that they are treated by civil authorities impartially without discrimination (FPI/ICSP/FPL/ND/C12021)	0	70%	Endline survey questionnaire, final evaluation	
	Percentage (%) of participants who report that the activity was helpful for their integration	0	70%	Endline survey questionnaire, final evaluation	

SO2 Outputs					
Outputs	Indicators	Baseline	Targets	Data sources / Means of verification	
Output 2.1: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information	Number (#) of established and functioning throughout the project Community Committees	0	5	Community Committees documentation, list of participants, protocols	
	Number of mapping reports produced	0	1	Copy of report	
	Number (#) of refugees and migrants informed through community committee volunteers and hotline, and aware of available services	0	4000	Materials used for information sharing and dissemination; Hotline register	
Output 2.2: Refugees and migrants effectively access and utilize available services provided by CSOs and the state	Number (#) of initiatives for migrants and refugees implemented with the support of FSTP grants distributed to local CSOs	0	14	Call for Proposals for local CSOs; CSOs' project preproposals and project documentation; Selection committee documentation Grant contracts	
	Number (#) of migrants and refugees accessed with social services due to the implementation of FSTP grants by local CSOs (disaggregated by gender)	0	2800	CSOs' reports and supporting documentation	
SO2 Activities					
<ul style="list-style-type: none">• Output 2.1: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information<ul style="list-style-type: none">- A 2.1.1. – "Establishment of the Community Committees for discussing and addressing the specific needs of refugees and migrants"- A 2.1.2. – "Service mapping and information dissemination on these services"- A 2.1.3. – "Establishment and/or improvement of the hotline and/or community feedback mechanism" (related to Op 2.1.)• Output 2.2: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information<ul style="list-style-type: none">- A 2.2.1. – "Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees" (related to Op 2.2.)					

2.9. Action Plan

Activity																															Implemented by
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Activity 1.1.1. Revision of the legal frameworks and mapping of the existing practices for migrants at the central and local level related to migration management																															PIN
Activity 1.2 Analysis of the gaps in legal framework and service provision for migrants and refugees																															PIN
Activity 1.1.3. Promotion of dialogue on migration management through public workshops and presentation of the recommendations and findings of the revision and mapping process																															PIN
Activity 1.1.4. Developing of the action plan to tackle legal and service provision gaps on the local level																															PIN
Activity 1.2.1. Organisation of the international opening conference/lunch event for dialogue on migration management (project launch event)																															P5, PIN
Activity 1.2.2. Best practice study on refugees and migrants' integration at municipality level in the EU Member States																															P5, PIN
Activity 1.2.3. Exposure visit to Czech Republic and other EU member state for Moldovan representatives focused on sharing of best practices in the areas of migration and integration																															P5, PIN
Activity 1.2.4. Closing Online Conference																															P5, PIN
Activity 1.3.1. Development of training package aimed at enhancing the knowledge of public service providers on the response to the needs of refugees and migrants																															P5, PIN

3. IMPLEMENTATION METHODOLOGY

3.1. Organisations Involved and Internal Cooperation

P5 is a Lead Applicant for the project, having a leading role in implementation of the Activities in Czech Republic A1.2.1, A1.2.2, A1.2.3, A1.2.4, supporting role in the rest of Activities implemented in Moldova, and communicating with involved partners cities from Czech Republic and abroad, focusing specifically on Central/Eastern European area (e.g. Slovakia, Poland etc.).

PIN is a Co-applicant for the project, having a leading role in implementation of the project in Moldova, supportive role for the activities in Czech Republic.

The stakeholders mentioned below along with representatives of civil society (service-provider CSOs) will be actively involved in public discussions, bringing professional evidence-based perspective, to identify existing gaps in migration management legal framework and implied service provision gaps on the level of municipalities and county-wide.

- **Local Public Authorities** (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul) are second-level administrative and territorial units responsible for local policies, local budgeting, urban planning and provision of services (maintenance of social institutions) sanitation. MoU between Municipality of Chisinau and Pin Moldova, MoU between Municipality of Baltsi, MoU between Municipality of Cahul and PIN Moldova to be signed.
- **ATAS** have the responsibility to ensure the uniform application of the regulatory framework and state policy in the field of social assistance in their administrative-territorial units, including providing methodological support to local public administration authorities at the first level and to public or private social service providers, with aims to prevent, reduce or remedy difficulties, social inclusion and improve the quality of life among social assistance beneficiaries.
- **Government of Moldova:**
 - **Ministry of Education and Research** carries the management of the education system at national level and line ministries and the National Agency for Quality Assurance in Vocational Education and Training. MoU between PIN Moldova and MoER.
 - **Ministry of Labour and Social Policy** is a central specialized body of public administration that ensures the implementation of governmental policies in the fields of labour, social protection and demography. MoU between PIN Moldova and MoLSP.
 - **Ministry of Internal Affairs (General Inspectorate for Migration)** is organized and acts as a specialized structure of the central public administration. It is a public institution with legal personality, coordinated by the Ministry of Internal Affairs, in accordance with the Law no.118/2012. Letter of Support for PIN Moldova form General Inspectorate for Migration.
- **Civil Society Organisations** (exact organisations are to be defined in the course of the project based on the open competition and needs identified in the target communities).

The exact coordination mechanisms between P5, PIN on the one side and the stakeholders (authorities, civil society) on the other side will be consulted and established during the project implementation at the opening conference (A1.3.1.) upon agreement with all stakeholders. PIN will ensure to build on locally existing coordination mechanisms and capacities, also to avoid duplication of efforts (e.g. local dialogue platforms, between authorities and civil society actors and citizens, thematic working groups, regular cooperation meetings between authorities of different level, etc).

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When it comes to control mechanisms, the consortium will rely on presence in the field and direct involvement in the implementation as well as regular monitoring of the activities, progress and results by PIN MEAL team.

3.2. Subcontracting

Most of the activities under the project will be managed and implemented by the Consortium Members (lead and co-applicant), while external expertise will be involved for the implementation as follows:

- External legal advisor/expert will be hired to deliver a package of services (methodology development and facilitate of the revision and data collection, analysis and presentation of the data) under the following activities: *Activity 1.1.1. Revision of the legal frameworks and mapping existing practices for migrants at the central and local level related to migration management; Activity 1.1.2. Analysis of the gaps in legal framework and service provision for migrants and refugees; Activity 1.1.3. Promotion of dialogue on migration management through public workshops and presentation of the recommendations and findings of the revision and mapping process*
- External researcher/ expert will be contracted to conduct the research under *Activity 1.2.2. Best practice study on refugees and migrants' integration at municipality level in the EU Member States.*
- External expert will be hired for development and facilitation of capacity building module: *Activity 1.3.1. Development of training package aimed at enhancing the knowledge of public service providers on the response to the needs of refugees and migrants; Activity 1.3.2. Delivering of the training and capacity building exercises.*

3.3. Sub-granting

Under A 2.2.1 PIN will provide financial support to third parties (FSTP)/ grants to around **14 local CSOs** (6 medium grants: 5,000 – 15,000 EUR and 8 large grants: 15,000 – 50,000 EUR) operating in target locations in Moldova (Chisinau, Balti, Cahul).

The grantees will be selected via a Call for Proposals by PIN Selection Committee, consisting of different specialists (Programmes, MEAL, Grants and Reporting, etc). To facilitate fair and transparent selection, the pre-identified eligibility criteria and scoring instrument will be communicated in the Call for Proposal. The eligibility criteria include the following:

Exclusion / non-eligibility criteria:

- actions concerned only or mainly with individual sponsorships for participation in workshops, seminars, conferences, congresses;
- actions concerned only or mainly with individual scholarships for studies or training courses;
- actions supporting political parties or candidates in elections;
- retroactive financing for projects already in implementation or completed;
- projects for the exclusive benefit of individuals or restricted groups of individuals;
- Environmentally harmful projects;
- The purchase of equipment will only be eligible if it is directly connected to the implementation of the measures identified under the specific FSTP Schemes.

Eligibility criteria:

- be a legal entity officially registered in Moldova;

- be non-profit making;
- be established in the Republic of Moldova;
- be directly responsible for the preparation and management of the action, not acting as an intermediary;
- have relevant experience in the topic of the scheme;
- specific calls might require experience in cooperating with Local Public Authorities;
- demonstrated evidence of managing funds of a similar budget size (years of existence is not taken into consideration as in Moldova sustain a CSOs have very low costs which can be misleading as many are not active);
- have no record of illegal and unethical activity (corruption, fraud);
- have no political affiliation.

The scoring table will be developed specifically at the later stages of the project once the thematic scope is identified and might include the eligibility criteria stated above and additional aspects like relevance to the Call objectives, coherence, quality of the proposal design, nature of the proposal and needs assessment conducted, etc.

Additionally, to mitigate overall risks related to safety of funds, ensure quality implementation and due diligence, each pre-selected applicant will have to undergo PIN Partner Assessment Procedures (reference check or E-PAT – Emergency Partners Assessment Tool) which include assessing CSOs’ experience, operational, financial capacities, reputation etc.

The thresholds for the FSTP scheme - medium grants: 5,000 – 20,000 EUR and large grants: 20,000 – 50,000 EUR are based on PIN’s previous experience of working with CSOs in Moldova. The size of the grant to each partner will depend on due diligence results and decisions of PIN Selection Committee (based on the above criteria).

3.4. Data Collection and Monitoring

The consortium will use PIN’s comprehensive MEAL (Monitoring, Evaluation, Accountability and Learning) capacities. PIN MEAL department is independent and never reports to the project manager in charge of implementation but to senior management. This guarantees that MEAL staff can monitor activities independently, and report any issues observed. PIN MEAL department in Moldova CP consists of Head of MEAL, three MEAL Officer, Data and Digital Transformation Coordinator, MEAL Assistants and CFRM Assistant deployed at the country programme. MEAL staff is present during regularly held project review coordination meetings to have unimpeded access to all project activities, to regularly share findings and secure their utilization in project steering and implementation.

PIN MEAL team will develop MEAL Plan defining monitoring activities, methodologies, timeframe, data collection tools. In addition, MEAL Framework/Results Framework will be developed, as extension to the Logical Framework to clarify methods and frequency of measurement for each of the project indicators, and including responsibilities of each team member for data collection and analysis. Based on the MEAL Framework, an Indicator Tracking Table (ITT) will be developed, constituting the main tool for tracking progress towards reaching indicator targets on a regular basis.

During monthly coordination meetings, program staff will ensure that MEAL have unimpeded access to all the project’s activities, updates and necessary data. Participatory field-based monitoring consisting of regular field visits of the PIN Programme and MEAL (joint or separate) will aim to collect data and document the course of implementation of each activity, effectiveness and progress.

Additionally, the role of MEAL team will be to measure changes brought by the project (including measurement of some of the project indicators outlined in the logical framework in line with division of roles between project

implementation and MEAL teams) and provide reliable field information to the project management with an aim to support PIN efforts to ensure and improve quality of activities.

To ensure fulfilment of the abovementioned, the MEAL team will conduct endline surveys to measure the satisfaction from the services, to obtain in-depth information, assess the quality of services, challenges and lessons learned. MEAL team may additionally collect information through Focus Group Discussions, Key Informants' Interviews and direct observations. The quantitative data with application of survey questionnaire will be collected electronically, using both KoBo Toolbox and ActivityInfo softwares. All personal data of people taking part in the project activities is processed according to data protection policy, which reflects the requirements of the GDPR. The endline is to measure achievement of some of the project indicators outlined in the logframe and will serve as input for final evaluation commissioned by ICMPD.

People in Need (PIN) in Moldova has a robust community feedback and response mechanism (CFRM) adhering to global PIN standards. CFRM will be used to ensure that any requests, concerns and complaints by target stakeholders, CSOs, different migrant groups and community members can be fed back to PIN. CFRM is mandatory for all PIN staff and partners in their interactions with communities and beneficiaries. PIN has a global CFRM policy tailored to Moldova's context, operations, activities, and beneficiaries.

Information on CFRM is widely disseminated through various channels (website, social media, pocket cards, posters), ensuring stakeholders are informed and encouraged to provide feedback. Additionally, information on CFRM will be disseminated publicly during meetings and info sessions on the project in target communities and institutions.

Safe, accessible channels include a hotline, dedicated email, instant messaging/messengers, feedback could be also collected during staff interactions with project participants, and MEAL team site visits. Independent channels are managed by the CFRM Assistant. The current CFRM system allows submission of questions, suggestions, and complaints through these various channels. Feedback and complaints are categorized (request for information, positive feedback, request for assistance, negative feedback, moderate grievance, major grievance), registered, and documented confidentially in a database with different access levels. Specific roles are assigned for each stage of the CFRM process, ensuring clear responsibilities for receiving, registering, and following up on feedback. The handling process is clearly communicated, with defined responsibilities and timelines for managing feedback and complaints.

Feedback is regularly analysed, reviewed with senior management and visualized to inform decisions and improve program quality and enhance the ongoing project implementation process.

As indicated in the Call Guidelines, ICMPD will commission an external evaluation to evaluate all MPF grants. The evaluators will support the collection of high-level indicators and may also conduct a longitudinal study following grant completion. In case of award, PIN MEAL team will ensure liaising with ICMPD external evaluators early in the project to ensure clear delineation of, and complementarity between, their respective roles.

3.5. Risk Matrix

Risk	Risk before mitigation		Mitigation measure
	Likelihood of risk being triggered (Low, Medium, High)	Impact of triggered risk on Action results (Low, Medium, High)	
			Please describe concisely the measure to mitigate the identified potential risk.

Military escalation of the conflict around Transnistria resulting in destabilisation of state security and overall political, socio-economic and public spheres in Moldova.	Low	High	PIN will continue assessing the context developments thoroughly to be able to react to certain developments by adapting PIN's programming and strategy in Moldova to newly emerging circumstances and will inform the donor timely about any significant changes in the context. PIN will be in contact with the security team both in Ukraine, and HQ monitoring the situation in any sign of alarm.
Escalation of the war in the neighbouring Ukraine resulting in significantly increased refugee influx and exacerbating socio-economic, including worsening regional or country-wide disruptions to Moldova's power grid of situation for both Moldovan citizens and refugees.	Medium	Medium	PIN Moldova has diversified available programmes and funding which will contribute to amplifying the effects of the current project in terms of availability of services to refugees and migrants. In the meantime, PIN will continue assessing the context developments thoroughly to be able to react to certain developments by adapting PIN's programming and strategy in Moldova to newly emerging circumstances and will inform the donor timely about any significant changes in the context. In this regard, PIN private fund in Moldova (2 million Euros) can be utilized as Rapid Response Mechanisms to respond to a crisis.
Increased tensions around upcoming presidential election and referendum for accession to the EU triggered by internal and external factors such as political polarisation of the society, disinformation campaigns, destabilisation of public sphere through sponsored protests, etc.	High	Medium	PIN included in the project activities (FSTPs) awareness raising campaigns with information on the reforms to mitigate this risk.
Discontinuation or slow-down of the reforms and policy necessary for alignment with EU at the state level caused by election results in October 2024	Low	Medium	To tackle this risk, PIN finds it important to foster good cooperation with local authorities and civil society actors in all areas of operation to ensure continuity and sustainability of the project's results both by formal and informal approaches, such as fostering dialogue over the needs and issues existing at the local level and supporting cooperation by signing Memoranda of Understanding with stakeholders, etc. In addition, the lead party and other governments will maintain various channels of communication and bi-weekly meetings for coordination.
Gaps in policy implementation and lack of effective migration management on the local level due to lack of funding and human capacities, despite Moldova's declared alignment with the EU's policies, including New Pact on Migration and Asylum.	Medium	High	The project is building on already existing cooperation between PIN and local authorities and will also provide tailored support for LPA's employees' capacity building. Additionally, prior to the project PIN conducted series of consultations and discussions with LPAs to communicate objectives and expected LPA's involvement and made sure municipalities are well informed. Letters of support are attached to the current proposal
Lack of interest in implementation and results of the project on the side of LPAs, including due to change of the overall political vector	Medium	High	To mitigate this risk, PIN finds it crucial to foster long-term good cooperation and collaboration on various existing problems with the local authorities and national civil society actors. Thus, investing into mutual trust and open dialogue. PIN already signed long term MoU with all actors involved and made sure to include both opposition and official

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			administrations
Change in political context brings negative attitudes towards INGO operation in the country	Low	Medium	Same as above, PIN finds it crucial to foster long-term good cooperation and collaboration on various existing problems with the local authorities and national civil society actors. Thus, investing into mutual trust and open dialogue. In addition, Disaster preparedness plan will be shared with Georgia CP based on their most recent experience
Challenges related to finding volunteers who will take active roles in community activities	Medium	Medium	PIN will utilize its network that includes CSOs and local public service providers to reach out to individuals who are available motivated to contribute. PIN will also provide incentives to the members to help them become involved.
Fluctuation of national currency (MDL, CZK) due to political economic instability	Low	High	Exchange of EUR to the national currencies will be done before actual expenditures based on the monthly forecast, to avoid significant financial losses due to fluctuation of exchange rates.
High level of inflation in Moldova, exacerbating access to quality life for migrants/ refugees and citizens of Moldova	Medium	Medium	PIN as humanitarian and development organisation is committed to help the ones most in need. PIN own funds and other institutional donor funding can be used to respond to emerging needs and shortages.
Significant prices increase, particularly for utilities	Low	Low	Diversification of markets by Moldova Government allows to expect low probability and impact of the risk
Unfavourable or prohibitive legislation against INGO	Low	High	To mitigate this risk, PIN finds it crucial to foster long-term good cooperation and collaboration on various existing problems with authorities of all levels and cooperate on advocacy measures with international organisations and national civil society actors. Thus, investing into mutual trust and open dialogue.
Staff turnover for capacity building	Mid	High	PIN will discuss with ministries ways of ensuring content is available and updated. For example, under the RESTART the ministry is building an Online platform for learning that PIN will be supporting with the creation of some modules (e.g. communication) in order to ensure that even if there is a staff turnover the new public servant will be able to learn from what was developed

Key assumptions affecting the operating environment, such as the security situation, political will, international relations, that might impact on the applicant's ability to implement activities as planned

<i>Assumption</i>	<i>Basis for assumption</i>
<p>Security situation:</p> <p>A) in Moldova remains stable and predictable; the Transnistria conflict does not re-escalate;</p> <p>B) the impact of the war in Ukraine do not further exacerbate security and socio-economic situation in Moldova</p>	<p>A) Multiple public statements of Moldova's officials declare that the resolution of Transnistria conflict is only possible in a peaceful manner. Despite sporadic cases of provocations in Transnistria and continuous publications in different media on possible proxy/ hybrid attacks of Russia on Moldova, the likelihood of military escalation remains low.</p> <p>B) Despite air strikes and localised shelling continues, in-land military advances of either party, which could cause massive evacuations of civil populations, slowed down, therefore, the situation will remain stable in Moldova. Additionally, Moldova managed to diversify its gas and power sources to minimize potential impact and secure stability.</p>

Overall political situation remains stable and predictable; the upcoming presidential elections and referendum on EU accession do not trigger further political and public tensions	So far, recent <u>polls</u> show that most Moldovans support the current government who favours the alignment with EU and multiple reforms in juridical, social and other spheres.
Moldova's commitment towards EU integration and, therefore, alignment with migration objectives and overall migration framework, specifically on EU's New Pact on Migration and Asylum remains stable and contributes to the impact of proposed interventions under this project.	According to various public polls (<u>IPRE, 2023</u> , <u>IRI, 2023</u>) majority of Moldova's citizens support EU integration, this suggests certain commitment to the reforms and requirements.
Key assumptions relating to the project logic, that is how the proposed activities and outputs will lead to the achievement of the stated objectives	
<i>Assumption</i>	<i>Basis for assumption</i>
LPAs in Moldova remain cooperative and committed to involvement in the project and achieving project objectives	PIN has gained a good reputation as an INGO working in humanitarian and development sector, presence and experience in Moldova since 2003. Therefore, PIN has well-established cooperation with target LPAs, supported by MoUs for 5 years and support letter from stakeholders.
The Reform of Social Assistance System (RESTART) and other important reforms and legal changes are performed in an inclusive manner for refugees and migrants .	PIN and other non-government actors, local CSOs demonstrate commitment to ensure the reforms do not affect the most vulnerable groups including migrants and refugees through direct support and notable advocacy efforts.
Refugees and migrants have unconstrained access to essential services and opportunities (education, housing, employment etc.)	PIN and other non-government actors in Moldova recognise the need and constraints and actively engage in advocacy and foster service provision by authorities and/or non-government actors.
Public servants having sufficient capacities and skills in various areas (e.g. legal, policy, monitoring domains) of migration management and service provision	Within this project PIN and P5 will provide capacity-building opportunities for public servants and will ensure the proposed training programmes respond to the gaps in competences as well as meet demand, interest and needs of the service providers.
Public servants demonstrating interest in capacity building and lessons learnt activities and showing increased knowledge awareness in migrating management. Possible turnover of the staff is not affecting general capacity of the institutions.	PIN and P5 will make sure that capacity building agenda is designed based on the stakeholders' demands, existing needs and gaps, identified in an inclusive manner for all stakeholders. The training modules developed and provided by P5 and PIN will be stored in the learning platform which is being developed by the Government as a component of the social system reform (RESTART) and be disseminated among relevant stakeholders. Thus, in case of turnover, the new staff will be able to build expertise based on the available materials.
Refugees and migrants are motivated to actively engage in community activities and contributing to disseminating information on available services.	Sufficient and adequate information campaigns, initiating open dialogs between different community members combined with unrestricted access to needs-based tailored services ensured by PIN will contribute to ensuring high level of migrants' participation.
Existing services are continuously and accurately mapped, and refugees and migrants are informed through community committee activities, hotline, civil society initiatives.	Combined with already established good relationships with various stakeholders, PIN will involve professional staff to ensure quality delivery of the activities, including timely mapping of available services.

3.6. External Cooperation

PIN has been collaborating with key refugee and migration actors operating in Moldova, as well as central and local authorities to ensure coordination, avoidance of overlap and replication. PIN will continue building on its relationships with key humanitarian and development stakeholders through participation in the working groups (WG) and task forces

related to the Ukrainian refugee response in Moldova. This includes Protection WG, Child Protection SWG, MHPSS WG and Education WG where PIN discusses sectoral gaps in available services and coordinates its work with UN agencies including UNICEF, UNHCR, IOM, UNDP as well as I/NGOs. Moreover, PIN is a founding member and a steering committee member of the INGO Forum that is the space for international actors to ensure discussion, information sharing with the state actors and join advocacy efforts. In addition, PIN has been developing a platform for local CSOs – COMPASS, to make local actors more visible to the international donor community and support their capacity building needs in a coordinated manner (ECHO).

PIN will take a people-centred approach involving migrants and refugees as agents of change. Examples of empowering migrants and refugees in this project are: community planning process that takes place before deciding with LPAs (Local Public Authorities) on participatory budgeting initiatives for the provision of Services (A1.1.4, A2.2.1), community committees to discuss inclusive local action plans (A2.1.1), campaign to make migrants aware of services (A2.1.2, A2.1.3) and finally, PIN CFRM (Community Feedback and Response Mechanism) analysis.

PIN has been coordinating with the EU delegation on various cases from design, implementation and monitoring of PIN's EU-funded projects to showcasing joint initiatives such as organisation of EU Day.

Within this action, PIN will continue building on cooperative bilateral relationship with local authorities - municipalities in Chisinau, Balti, Cahul, ATAS (Social Assistance Territorial Agency) and related ministries - Ministry of Labour and Social Protection, Ministry of Education and Research, Ministry of Internal Affairs General Inspectorate for Migration, etc. to ensure achievement of the project's objectives, sustainability of the results, as well as transparency and timely information sharing.

Essential part of external coordination in this project will be maintaining complementarity of programmes with UNHCR, which is leading the discussion on the Integration Plans with the Government of Moldova and IOM, which focuses on diaspora and migration management at the national level. ICMPD representatives in Moldova will be added in all relevant communication/forum.

3.7. Complementarity and Synergies with Other Initiatives

The current project will complement the government reforms of the state social protection system in Moldova (RESTART), implemented by the Ministry of Labour and Social Protection, which implies replacement of Social Assistance Departments under the District Councils with ten Social Assistance Territorial Agencies (ATAS). PIN will work with these newly established agencies and with target municipalities to ensure that revised systems of social protection do not exclude refugees and other migrant groups. Activities within the proposed project are designed in a complementary manner. The action will contribute to building technical capacities of social protection actors, including CSOs, to provide refugees and migrants with services supporting their integration into Moldovan society. Careful mapping of the existing shortcomings within the systems and Elaboration of Integration Plans on the local level as well as fostered synergies between LPAs and civil society actors will contribute to overall sustainability within target communities.

Additionally, the proposed action complements PIN's work and ongoing projects supporting Ukrainian refugees, and Moldovan citizens through mobilising local civil society and facilitating dialogue and cooperation between civil society actors and LPAs. The examples of the current projects in the Czech Republic funded by PIN internal funds aimed at provision of basic services (Multidimensional support to the Ukrainian refugees, 2022-24, 7,600,000.00 EUR) and in Moldova aimed at provision of basic services, such as education, social protection, etc. through state providers and CSOs: funded by ECHO (PLACE: Providing a multi-sectoral humanitarian response to Ukrainian refugees and vulnerable Moldovan households in Moldova, 2022-25, 1,859,843.00 EUR), CzMFA (Supporting Education of Ukrainian Refugees and Vulnerable Children in a Supportive, Warm Environment in Moldova; 2024, 880,000.00 EUR), UNICEF (SCOLA 4UKR: Strengthening Capacities and Online Learning Activities for Ukrainian Kids Rights,

2024-2025, 1,00,000.00 EUR) and PIN internal funds to facilitate access to protection, education, livelihoods and to support civil society (2022-24, 4,365,086.08 EUR). Furthermore, the action builds on PIN Moldova's experience with supporting the government to reform its social service delivery through the Czech Development Agency-funded project COMM.Unity Planning: Complex solution for social services in Moldova (2023-25, 424,469.69 EUR) and on PIN Armenia's experience of supporting refugee and migrant access to social protection systems through the MPF-funded project Reinforcement of the Migration Management System in the Republic of Armenia (1,052,630.00 EUR, 2023-25).

Besides, the proposed action will complement the activities of key migration actors in Moldova, most notably IOM and UNHCR who deliver extensive programmes for addressing the needs of refugees and migrants in the region through direct assistance, capacity building activities, migration data and research, awareness raising and advocacy in Moldova. PIN's action intends to enhance the overall effectiveness of support provided to refugees and migrants focusing on the local level.

3.8. Communication and Visibility

P5 and PIN will ensure that the project's main target groups, stakeholders, Moldovan and Czech public are duly informed about the aims, outcomes and progress at all stages of the project. P5 will ensure visibility and information sharing for the activities (A1.2.1, A1.2.2, A1.2.3, A1.2.4) to also respond to the needs voiced by the LPAs on strengthening dissemination of information about available services among migrants and refugees. PIN will ensure awareness and visibility of existing and improved services for migrants and refugees, as part of the activities A2.1.2. Service mapping and information dissemination on these services and A2.1.3 Establishment of the hotline *and/or community feedback mechanism*.

All visibility materials produced by P5 and PIN Communication department will comply with EU guidelines and ICMPD grant contract stipulations. Informative and visual materials will include EU, ICMPD and MPF logos, and standard disclaimer. PIN Communication department will produce proper materials based on the previous best practices, EU guidelines and ICMPD grant contract stipulations. In particular:

- 1 press release: project launch;
- 2 video and 1 written human-interest stories;
- 1 reportage on the Governmental cooperation and its benefits.

Project updates and progress will be circulated via P5 public communication channels, PIN's Moldova and global channels: Facebook, Instagram, YouTube and Twitter with tagging EU and ICMPD channels. Communication materials will be spread and boosted on PIN's local and global channels.

Prague 5:

<https://www.praha5.cz/>

<https://www.facebook.com/mcpraha5/>

<https://www.instagram.com/mcpraha5/>

PIN Moldova:

<https://www.facebook.com/PIN.moldova/> (4700 followers)

PIN Global

www.peopleinneed.net (2,000 users daily)

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www.facebook.com/peopleinneed/ (36,000 followers)

https://twitter.com/people_in_need (6,500 followers)

<https://www.instagram.com/peopleinneedcz/> (5,300 followers)

<https://www.youtube.com/@PeopleinNeed> (1,700 followers)

PIN Czech Republic

<http://clovekvtsni.cz> (2,000 users daily)

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Annex C

Annex C - Rozpočet / Budget

1. Budget for the Action ¹		All Years		1st Year ²					
Costs		Unit	# of units	Unit rate (in EUR)	Total Cost (in EUR) ³	Unit	# of units	Unit rate (in EUR)	Total Cost (in EUR)
1. Human Resources									
1.1 Salaries (gross salaries including social security charges and other related costs, local staff) ⁴									
1.1.1 Technical staff		per month	180,00	1 542,07	277 572,00	per month	73,84	1 542,07	113 864,40
1.1.2 Administrative/support staff		per month	43,50	2 120,83	92 256,00	per month	17,40	2 120,83	36 902,40
1.2 Salaries (gross salaries including social security charges and other related costs, expat/int. staff)		per month	30,90	2 742,72	84 750,00	per month	12,24	2 742,72	33 564,00
1.3 Per diems for missions/travel ⁵									
1.3.1 International Per diem PIN		per day	861,00	45,00	38 745,00	per day	192,00	45,00	8 640,00
1.3.2 Housing allowance (international staff) PIN		per month	21,00	750,00	15 750,00	per month	9,00	750,00	6 750,00
1.3.3 Local Per diem PIN		per person/day	37,00	80,00	2 960,00	per person/day	15,00	80,00	1 200,00
Subtotal Human Resources					512 033,00				200 920,80
2. Travel ⁶									
2.1. International travel									
2.1.1 International flights PIN		per flight	7,00	460,00	3 220,00	per flight	3,00	460,00	1 380,00
2.1.2 Flight tickets (PIN, Prague 5)		round-trip	20,00	630,00	12 600,00	round-trip	18,00	630,00	11 340,00
2.1.3 Transportation (PIN, Prague 5)		person-event	736,00	20,45	15 051,20	person-event	425,00	20,45	8 691,25
2.1.4 Medical preparation and insurance PIN		per trip	7,00	150,00	1 050,00	per trip	3,00	150,00	450,00
2.2 Local transportation									
2.2.1 Local transportation PIN		per month	30,00	155,00	4 650,00	per month	12,00	155,00	1 860,00
Subtotal Travel					36 571,20			23 721,25	
3. Local office									
3.1 Vehicle costs									
3.1.1 Car Maintenance and insurance PIN		per month	30,00	415,00	12 450,00	per month	12,00	415,00	4 980,00
3.2 Office rent									
3.2.1 Guest house rent (2) PIN		apportionment	30,00	510,00	15 300,00	apportionment	12,00	510,00	6 120,00
3.2.2 Office rent (Chisinau, Balti, Comrat) PIN		apportionment	30,00	1 275,00	38 250,00	apportionment	12,00	1 275,00	15 300,00
3.3 Computer equipment									
3.3.1. Laptops PIN		per laptop	2,00	1 000,00	2 000,00	per laptop	2,00	1 000,00	2 000,00

3.4 Consumables - office supplies									
3.4.1 Consumables - office supplies PIN	apportionment	30,00	418,00	12 540,00	apportionment	12,00	418,00		5 016,00
3.5 Other services and supplies									
3.5.1 Other services (tel/internet/fax, electricity/heating, maintenance etc) PIN	apportionment	30,00	1 297,00	38 910,00	apportionment	12,00	1 297,00		15 564,00
3.5.2. Furniture and IT equipment PIN	per object	30,00	230,00	6 900,00	per object	30,00	230,00		6 900,00
Subtotal Local office				126 350,00					55 880,00
4. Other costs, services^b									
4.1 Monitoring and Evaluation									
4.1.1 PDM/Endline survey questionnaire	questionnaire	500,00	5,00	2 500,00	questionnaire	200,00	5,00		1 000,00
4.1.2. Final internal evaluation	service annual subscription	1,00	4 000,00	4 000,00					
4.1.3. CFRM toll-free number	annual subscription	1,00	210,00	210,00	annual subscription	1,00	210,00		210,00
4.1.4 CFRM hotline back-up operator	service annual subscription	30,00	41,00	1 230,00	service	12,00	41,00		492,00
4.1.5. Data collection and management software	annual subscription	1,00	3 700,00	3 700,00					
4.1.6 CFRM cards and posters (PIN)	pcs	1200,00	0,60	720,00	pcs	480,00	0,60		288,00
4.2 Translation, interpreters									
4.2.1 Interpreting and Translation (PIN, Prague 5)	day	23,00	565,00	12 995,00	day	14,00	565,00		7 910,00
4.3 Cost of Conferences/seminars									
4.3.1 Venue rent (PIN)	day	42,00	250,00	10 500,00	day	20,00	250,00		5 000,00
4.3.2. Accommodation (PIN, Prague 5)	person*night	274,00	54,53	14 940,00	person*night	265,00	54,53		14 449,27
4.3.3 Catering (PIN, Prague 5)	person	654,00	44,95	29 397,30	person	405,00	44,95		18 204,75
4.3.4 Incentives to volunteers (PIN)	person/session	650,00	20,00	13 000,00	person/session	295,00	20,00		5 900,00
4.3.5 Stationery for trainings/events/sessions (PIN)	event	17,00	184,00	3 128,00	event	13,00	184,00		2 392,00
4.4. Visibility actions¹⁰									
4.4.1 Visibility (PIN)	per project	1,00	4 320,00	4 320,00	per project	0,40	4 320,00		1 728,00
Subtotal Other costs, services				100 640,30					57 574,02
5. Other									
5.1 Expert fees (PIN, Prague 5)	day	221,00	237,03	52 383,63	day	147,50	237,03		34 961,93
5.2 Moderator fees (PIN)	event	1,00	1 211,00	1 211,00	event	1,00	1 211,00		1 211,00
5.3. Insurance (PIN, Prague 5)	person	19	4,00	76,00	person	17,00	4,00		68,00
5.4 Establishment/improvement, and/or data management of hotline/community feedback/case management registers (PIN)	hotline	1,00	35 000,00	35 000,00	hotline	1,00	35 000,00		35 000,00

5.5 Grants to local civil society actors for awareness raising and provision of services for migrants and refugees (PIN)	grant	14,00	37 140,00	519 960,00	grant	7,00	37 140,00	259 980,00
5.6 CFRM trust boxes for children (PIN)	piece	10,00	21,00	210,00	piece	4,00	21,00	84,00
5.7. Dissemination campaign (PIN)	campaign	1,00	7 984,87	7 984,87	campaign	1,00	7 984,87	7 984,87
5.8 Per-diems (PIN, Prague 5)	per person/day	140,00	67,50	9 450,00	per person/day	116,00	67,50	7 830,00
Subtotal Other				626 275,50				347 119,80
6. Subtotal direct eligible costs of the Action (1-5)				1 401 870,00				685 215,87
7. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action)								
8. Total direct eligible costs of the Action (6+7)				1 401 870,00				685 215,87
9. Indirect costs (maximum 7% of 9, total direct eligible costs of the Action)			7%	98 130,00			7%	47 965,00
10. Total eligible costs (8+9)				1 500 000,00				733 180,87

Annex D

ANNEX VI

Final Narrative Report Template (MPF)

- Please complete and submit this report by the set deadline.
- **Please fill in the white cells only.**¹
- Please ensure that the information provided in this report aligns with the financial information in the financial report.
- Please add or expand cells to accommodate additional detail as necessary, while generally keeping answers brief.
- The Contracting Authority reserves the right to reject any incomplete or incorrectly completed reports.
- If applicable, please do not forget to attach to this report the proof of the transfers of ownership referred to in Article 7.5 of the General Conditions.

1. Contractual information

1.1 Name of Coordinator (Organisation) in the Grant Contract	
1.2 Name(s) of Co-Beneficiary Organisation(s) in the Grant Contract	
1.3 Title of the Action	
1.4 Grant Contract number	
1.5 Start date and end date of the Action	dd/mm/yyyy – dd/mm/yyyy
1.6 Reporting period	dd/mm/yyyy – dd/mm/yyyy
1.7 Country(ies) in which the activities take place	

¹ If you consider any of the information in the grey highlighted cells to be incorrect, please edit using the Track Changes option.

2. Assessment of implementation of Action activities

2.1 Executive summary of the Action (max. 1 page)

Please provide an overview of the progress made towards Action's objectives over the entire duration of the Action, with key highlights including any substantive changes to the Action context that create additional challenges or provide new opportunities.

2.2 Overall level of achievement

Please fill in the below white cells only, in line with the instructions provided.

Objectives and Outputs	Indicator	Target	Data for this period	Total for Action	Progress overview
As per log frame	As per log frame	As per log frame	Please add indicator data for this period ²	Please add cumulative indicator data for the Action overall	Please provide the information requested below
Overall Objective — Title (as per log frame)					Please provide a brief overview of progress against indicators and/or achievement of targets, as well as unforeseen results (positive or negative)
Specific Objective / Outcome 1 — Title (as per log frame)					Please provide a brief overview of progress against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 1.1 (as per log frame)					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)
Output 1.2 (as per log frame)					

² Usually this will be a numerical value.

Objectives and Outputs	Indicator	Target	Data for this period	Total for Action	Progress overview
					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)
Specific Objective / Outcome 2 — Title (as per log frame)					Please provide a brief overview of progress against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 2.1					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)
Specific Objective / Outcome 3 — Title (as per log frame)					Please provide a brief overview of progress against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 3.1					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)

<p>2.3 Considering all Specific Objectives, what do you consider the Action's biggest successes or achievements? (You can include up to five successes or achievements.)</p>
<p>2.4 Please describe any unforeseen positive or negative results. Please include any new opportunities that have arisen during the Action, including in relation to successful activities (for example, opportunities to expand or scale up).</p>
<p>2.5 Please list any constraints, barriers or challenges – e.g. changes to member state or partner country policies and practices, Action operating context, situation of the target group, validity of key assumptions – as well as facilitators that affected implementation or effectiveness of some activities and explain how they were tackled or used to support implementation.</p> <p><u>For Strand D (labour mobility) Actions, and if applicable, please also:</u></p> <ul style="list-style-type: none"> • Identify possible contributions to economic or trade relations, as well as business opportunities between the participating countries emerging as a consequence of Action activities; • Describe how the applicable migration procedures have hindered or supported the Action; • Highlight if the Action had any influence on migration laws or procedures in the target context (e.g. contributing to new or improved laws/procedures, or greater use of existing ones).
<p>2.6 How has the Action contributed to project partners' capacity development? (Please consider both EU Member States and partner countries as relevant.) Are there any remaining gaps that require follow-up action? If so, please provide details.</p>
<p>2.7 What has your organisation (and, if applicable, its partners) learned from the Action, i.e. what are the key lessons learned? How have these lessons been put to work to strengthen implementation and/or results? How have they been shared with key stakeholders?</p>

2.8 What will ensure the sustainability of the Action? Which (if any) follow-up activities are envisaged after the end of this Action and which actors will they involve?

2.9 Please list all key materials produced during this reporting period in any format, enclosing a copy or indicating a link for each item. (Note: materials that relate specifically to key communication and visibility activities should be included in Section 4.1. rather than in this table.)

Description	Numbers (if applicable)	Distributed to	Link or Attachment (as applicable)
E.g. policy brief, guidelines, research, report, training manual, needs assessment, mapping	E.g. number of copies		

3. Cooperation

3.1 How do you assess the cooperation between the Coordinator and Co-Beneficiaries (if any) in the Grant Contract as well as with key partners?

For Strand D (labour mobility) Actions, please also reflect specifically on the role that the private sector has played in the Action, as well as how you have engaged with relevant private sector actors.

3.2 To what extent was the Action complementary to other projects and programmes in the country(ies) or region(s)? Outline any links and synergies you have developed with them.

3.3 If your organisation has received previous EU and/or ICMPD grants aiming to benefit the same target group, to what extent has this Action been able to build upon/complement the previous work?

3.4 What has been your experience of the support provided by the Contracting Authority (ICMPD)? What recommendations, if any, do you have for strengthening support on future Actions?

4. Communication & Visibility

4.1 What steps have been taken to increase the visibility of the Action and its results? And how has the visibility of the EU and ICMPD been ensured?

Please include, as applicable, attachments/links to the Action website and any communication material such as videos, news articles and social media (Twitter/Facebook) blogs produced during this reporting period.

Description of communication material produced	Link/address or Attachment (as applicable)
E.g. News article 'xxx'	
E.g. Project website	

4.2 The EU and/or ICMPD may wish to publicise the results of Action. Do you have any objection to any part of this report, or information included in/attached to it, being used for official communication purposes by the EU or ICMPD, including the publication of the report in its entirety on their websites? If so, please state your objections here.

5. Location of records, accounting and supporting documents

5.1 Please indicate the location of records, accounting and supporting documents for each organisation entitled to directly incur Action costs (Grant Coordinator and Co-Beneficiaries).

Beneficiary Name	Type of documents	Location (venue, city, country)

6. Report submission

Coordinator's legal representative or Contact Person <i>(as indicated in the Grant Contract Special Conditions and/or Annex I)</i> (Name and Title)	
Location	
Signature	
Date report due	dd/mm/yyyy
Date report sent	dd/mm/yyyy

Nota Bene

The beneficiary alone is responsible for ensuring that the financial information provided in these tables is correct.

Forecast budget and follow-up

In accordance with Article 15.1 of the General Conditions a forecast budget for the subsequent reporting period or for the remaining period (if short) must be provided with any request for payment of further pre-financing instalment.

Interim Report & Final Report

Additional information on expenditure incurred in local or other currencies than the euro may be asked by the Contracting Authority.

Amendments and use of contingencies

To be filled in case of an amendment and/or when contingencies are used.

Roundings

Figures have to be rounded to the nearest euro cent.

Interim financial report		Contract No.:	Reporting period of the contract (dd/mm/yyyy-dd/mm/yyyy):									
period (dd/mm/yyyy-dd/mm/yyyy):		Implementation period #:	Budget as per contract/amendment									
Expenditures			Unit	# Units	Unit rate (in EUR)	Total Cost (in EUR)	Reallocation	# Units	Unit rate (in EUR)	Total Cost (in EUR)	Cumulated costs (before current report) (in EUR)	Cumulated costs (from start of implementation to present report included) (in EUR)
				(a)	(b)	(c)=(a*b)	allowed reallocation article 9.4 of the GC	(a)	(b)	(c)=(a*b)	(d)	(d)=(c+d)
1. Human Resources												
1.1 Salaries (gross amounts, local staff)			Per month									
1.1.1			Per month									
1.1.2			Per month									
1.2 Salaries (gross amounts, expatriate staff)												
Subtotal Human Resources												
2. Travel												
2.1 Expenses for missions/travel			Per flight									
2.2 International travel			Per month									
2.3 Local transportation												
Subtotal Travel												
3. Equipment and supplies												
3.1 Computer equipment			Per vehicle									
3.2 Computer equipment												
3.3 Machines, tools, etc.												
3.4 Spare parts/equipment for machines, tools												
Subtotal Equipment and supplies												
4. Local office												
4.1 Vehicle costs			Per month									
4.2 Office rent			Per month									
4.3 Consumables - office supplies			Per month									
4.4 Other services (tel./fax, electricity/heating, maintenance)			Per month									
Subtotal Local office												
5. Other costs, services												
5.1 Studies, research												
5.2 Studies, research												
5.3 Evaluation costs												
5.4 Translation, interpreters												
5.5 Insurance, accident (bank guarantees costs etc.)												
5.6 Costs of performance/commitment												
5.7 Viability actions												
Subtotal Other costs, services												
6. Other												
Subtotal Other												
7. Subtotal direct eligible costs of the Action (1+6)												
8. Provision for contingency reserves (maximum 5% of 7, subtotal of direct eligible costs of the Action)												
9. Total direct eligible costs of the Action (7+8)												
10. Indirect costs (maximum 7% of 9, total direct eligible costs of the Action)												
11. Total eligible costs (9+10)												

Forecast Budget #:	Contract No. _____			
	Implementation period of the contract (dd/mm/yyyy-dd/mm/yyyy)			
	Next reporting Period as per article 4.1 of Special Conditions			
	period (dd/mm/yyyy-dd/mm/yyyy)			
	Forecast			
Expenditures	Unit	# Units	Unit rate (in EUR)	Total Cost (in EUR)
1. Human Resources				
1.1 Salaries (gross amounts, local staff)				
1.1.1 Technical	Per month			
1.1.2 Administrative/ support staff	Per month			
1.2 Salaries (gross amounts, expat/int. staff)	Per month			
Subtotal Human Resources				
2. Travel				
2.1 Per diems for missions/travel				
2.2. International travel	Per flight			
2.3 Local transportation	Per month			
Subtotal Travel				
3. Equipment and supplies				
3.1 Purchase or rent of vehicles	Per vehicle			
3.2 Computer equipment				
3.3 Machines, tools...				
3.4 Spare parts/equipment for machines, tools				
3.5 Other (please specify)				
Subtotal Equipment and supplies				
4. Local office				
4.1 Vehicle costs	Per month			
4.2 Office rent	Per month			
4.3 Consumables - office supplies	Per month			
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month			
Subtotal Local office				
5. Other costs, services				
5.1 Publications				
5.2 Studies, research				
5.3 Evaluation costs				
5.4 Translation, interpreters				
5.5 Financial services (bank guarantee costs etc.)				
5.6 Costs of conferences/seminars				
5.7 Visibility actions				
Subtotal Other costs, services				
6. Other				
Subtotal Other				
7. Subtotal direct eligible costs of the Action (1-6)				
Requested pre-financing (in accordance with Article 4.3 of the Special Conditions) →				

Amendments or use of contingencies

Contract

Implementation period of the contract (dd/mm/yyyy-dd/mm/yyyy)

Expenditures	Budget as per contract/last amendment signed				Use of contingencies/a amendments	Budget as per new amendment signed (Only to be completed when an amendment is necessary)			
	Unit	# Units (a)	Unit rate (in EUR) (b)	Total Cost (in EUR) (a)*(b)		Unit	# Units (a)	Unit rate (in EUR) (b)	Total Cost (in EUR) (a)*(b)
1. Human Resources									
1.1 Salaries (gross salaries including social security charges and other related costs, local staff)									
1.2 Salaries (gross amounts incl social sec charges and other related costs, expat/int. staff)	Per month					Per month			
Subtotal Human Resources									
2. Travel									
2.1 Per diems for missions/travel									
2.2 International travel									
2.3 Local transportation	Per flight					Per flight			
Subtotal Travel	Per month					Per month			
3. Equipment and supplies									
3.1 Purchase or rent of vehicles	Per vehicle					Per vehicle			
3.2 Computer equipment									
3.3 Machines, tools, etc.									
3.4 Spare parts/equipment for machines, tools									
3.5 Other (please specify)									
Subtotal Equipment and supplies									
4. Local office									
4.1 Vehicle costs	Per month					Per month			
4.2 Office rent	Per month					Per month			
4.3 Consumables - office supplies	Per month					Per month			
4.4 Other services (tel/fax, electricity/heating, maintenance)	Per month					Per month			
Subtotal Local office									
5. Other costs, services									
5.1 Publications									
5.2 Studies, research									
5.3 Auditing costs									
5.3 Evaluation costs									
5.4 Translation, interpreters									
5.5 Financial services (bank guarantee costs etc.)									
5.6 Costs of conferences/seminars									
5.7 Visibility actions									
Subtotal Other costs, services									
6. Other									
Subtotal Other									
7. Subtotal direct eligible costs of the Action (1-6)									
8. Provision for contingency reserve (maximum 5% of 7, subtotal of direct eligible costs of the Action)									
9. Total direct eligible costs of the Action (7+8)									
10. Indirect costs (maximum 7% of 9, total direct eligible costs of the Action)									
11. Total eligible costs (9+10)									

Final sources of funding

Amount		EUR
Applicant contribution		
Other contributions (other Donors etc)		
Name	Conditions	
Revenue from the Action		
To be inserted if applicable and allowed by the guidelines:		
In-kind contribution		

List of Pending payments (above 500€)

Please list the following details: Name of the provider, Object of the contract (Final Audit, Works execution guarantee...), Amount in €, Due date, Reference document (Date and number of Invoice/contract), Explanation and comments (why still not paid?)

Name of the provider	Object of the contract	Amount in €	Due date	Reference document	Explanation and comments

We herewith commit to refund to ICMPD, according to art. 18 of the General Conditions, any amount for which proof of payment cannot be provided upon request after the due date, unless reasonable justification is provided.

Signed

ANNEX VI

Interim Narrative Report Template (MPF)

- Please complete and submit this report by the set deadline.
- **Please fill in the white cells only.¹**
- This report shall only cover the **reporting period specified in point 1.6.**
- Please ensure that the information provided in this report aligns with the financial information in the financial report.
- Please add or expand cells to accommodate additional detail as necessary, while generally keeping answers brief.
- The Contracting Authority reserves the right to reject any incomplete or incorrectly completed reports.

1. Contractual information

1.1 Name of Coordinator (Organisation) in the Grant Contract	
1.2 Name(s) of Co-Beneficiary Organisation(s) in the Grant Contract	
1.3 Title of the Action	
1.4 Grant Contract number	
1.5 Start date and end date of the Action	dd/mm/yyyy – dd/mm/yyyy
1.6 Reporting period	dd/mm/yyyy – dd/mm/yyyy
1.7 Country(ies) in which the activities take place	

¹ If you consider any of the information in the grey highlighted cells to be incorrect, please edit using the Track Changes option.

2. Assessment of implementation of Action activities

2.1 Executive summary of the Action (max. 1 page)

Please provide an overview of the progress made towards Action's objectives during the current reporting period, with key highlights including any substantive changes to the Action context that create additional challenges or provide new opportunities.

Please also note here if there are any new synergies with ongoing/new programmes or projects operating in your environment.

2.2 Overall level of achievement

Please fill in the below white cells only, in line with the instructions provided.

Objectives and Outputs	Indicator	Target	Data for this period	Total for Action	Progress overview
<i>As per log frame</i>	<i>As per log frame</i>	<i>As per log frame</i>	<i>Please add indicator data for this period²</i>	<i>Please add cumulative indicator data for the Action to date</i>	<i>Please provide the information requested below</i>
Overall Objective — Title (as per log frame)					Please provide a brief overview of progress during this reporting period against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Specific Objective / Outcome 1 — Title (as per log frame)					Please provide a brief overview of progress during this reporting period against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 1.1 (as per log frame)					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants).
Output 1.2 (as per log frame)					

² Usually this will be a numerical value.

Objectives and Outputs	Indicator	Target	Data for this period	Total for Action	Progress overview
					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)
Specific Objective / Outcome 2 — Title (as per log frame)					Please provide a brief overview of progress during this reporting period against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 2.1					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)
Specific Objective / Outcome 3 — Title (as per log frame)					Please provide a brief overview of progress during this reporting period against indicators and/or achievement of targets, as well as unforeseen results (positive or negative).
Output 3.1					Please provide a brief description of the activities carried out under this output during this reporting period (whenever applicable, please indicate date, location and no. of participants)

<p>2.3 Considering all Specific Objectives, what do you consider the Action's biggest successes or achievements in this reporting period? (You can include up to three successes or achievements.)</p>
<p>2.4 Please describe any unforeseen positive or negative results. Please include any new opportunities that have arisen during the Action, including in relation to successful activities (for example, opportunities to expand or scale up).</p>
<p>2.5 Please list any constraints, barriers or challenges (e.g. changes to member state or partner country policies and practices, Action operating context, situation of the target group, validity of key assumptions, etc.) – as well as facilitators – that affect implementation or effectiveness of some activities and explain how they are being tackled or used to support implementation.</p> <p><i>For Strand D (labour mobility) Actions, and if applicable, please also:</i></p> <ul style="list-style-type: none"> ▪ Identify possible contribution to economic or trade relations, as well as business opportunities between the participating countries emerging as a consequence of action activities; ▪ Describe how the applicable migration procedures are hindering or supporting the Action. ▪ Note if the Action having any influence on migration laws or procedures in the target context (e.g. contributing to new or improved laws/procedures, or greater use of existing ones)?
<p>2.6 What has your organisation (and, if applicable, its partners) learned from the Action to date, i.e. what are the key lessons learned? How are these lessons being put to work to strengthen implementation and/or results? How are they being shared with key stakeholders?</p>
<p>2.7 Which measures are you taking in order to ensure sustainability of results after project end?</p>

2.7 Please list all key materials produced during this reporting period in any format, enclosing a copy or indicating a link for each item. (Note: materials that relate specifically to key communication and visibility activities should be included in Section 4.1: rather than in this table.)			
Description	Numbers (if applicable)	Distributed to	Link or Attachment (as applicable)
E.g. policy brief, guidelines, research, report, training manual, needs assessment, mapping	E.g. number of copies		

3. Cooperation

3.1 How do you assess the cooperation between the Coordinator and Co-Beneficiaries (if any) in the Grant Contract as well as with key partners? For Strand D (labour mobility) Actions, please also reflect specifically on the role that the private sector is playing in the Action, as well as how are you engaging with relevant private sector actors.
3.2 What has been your experience of the support provided by the Contracting Authority (ICMPD) in this reporting period? What recommendations, if any, do you have for strengthening support?

4. Communication & Visibility

4.1 What steps have you taken to increase the visibility of the Action and its results? And how has the visibility of the EU and ICMPD been ensured? Please include, as applicable, attachments/links to the Action website and any communication material such as videos, news articles and social media (Twitter/Facebook) blogs produced <u>during this reporting period</u> .

Description of communication material produced	Link/address or Attachment (as applicable)
E.g. News article 'xxx'	
E.g. Project website	
4.2 The EU and/or ICMPD may wish to publicise the results of Action. Do you have any objection to any part of this report, or information included in/attached to it, being used for official communication purposes by the EU or ICMPD, including the publication of the report in its entirety on their websites? If so, please state your objections here.	

5. Report submission

Coordinator's legal representative or Contact Person <i>(as indicated in the Grant Contract Special Conditions and/or Annex I)</i> (Name and Title)	
Location	
Signature	
Date report due	dd/mm/yyyy
Date report sent	dd/mm/yyyy



Annex E



PIN Code of Conduct – ESSENTIAL PRINCIPLES

The other language versions can be found on this link/ Les autres versions linguistiques peuvent être trouvées sur ce lien/ As outras versões linguísticas podem ser encontradas neste link/ Версии на других языках можно найти по этой ссылке/ Інші мовні версії можна знайти за цим посиланням/ يمكن العثور على إصدارات اللغات الأخرى على هذا الرابط

<https://peopleinneed.canto.global/b/HM73G>

Introduction

People In Need (PIN) is a non-governmental, non-profit organisation providing relief and development assistance worldwide, supporting democratic efforts and promoting human rights in the world and promoting social improvement for the poor or vulnerable families through counselling and educational services in the Czech Republic.

PIN is committed to the best practice and quality of work of its staff, its partner organisations and other third parties, including the suppliers.

The purpose of the document PIN Code of Conduct – Essential Principles (hereinafter Essential Principles) is to provide clear guidance on the standards of behaviour required by all PIN implementing partners, civil society organisations, INGOs, networks, alliances, and suppliers, involved in PIN programmes, further referred to as “third parties”.

Any unacceptable behaviour breaching this Code may result in termination of the contract with PIN. Whilst recognising that laws and cultures differ considerably from one country to another, the Code is based on international legal standards, universal principles of codes of conduct and basic human rights¹.

STANDARDS OF CONDUCT

The management and legal representatives of the PIN third parties are obliged to ensure that their staff (including employees, consultants and volunteers) will avoid any unacceptable behaviour and they will comply with the following standards:

Highest standard of personal and professional conduct

All PIN third parties must ensure that their behaviour during and outside of work supports PIN’s positive reputation.

All people have to be treated with respect and dignity. Any forms of discriminative behaviour on the basis of race, gender, religion, social status, colour, national or ethnic origin, age, disability, sexual orientation and others are unacceptable.

Any behaviour likely to cause harm to children, including physical, sexual, emotional abuse and neglect, is prohibited.

¹ Rights formulated in the Universal Declaration of Human Rights, the UN Convention on Rights of the Child and the UN Convention on Elimination of All Forms of Discrimination Against Women.

PIN third parties have to observe local laws and cultural norms and behave in a culturally sensitive manner, as long as the rules of local laws do not contradict international legal standards, universal principles of Codes of conduct and basic human rights

PIN third parties should always use appropriate language, appear and dress in a way corresponding to their position and given situation, creating a respectable and positive perception of PIN.

The possession, distribution or consumption of illegal substances at the work place (including vehicles) or when on duty is strictly forbidden. Any type of work under the influence of alcohol, drugs or any illegal substance is not acceptable.

No involvement in activities which are illegal or might compromise the work of PIN

- ◆ Taking part or supporting any illegal or criminal activities is unacceptable. This principle does not apply to activities designated as illegal by state authorities if such activities are expression of promotion of basic human rights.
- ◆ Abuse or exploitation of children or adults in any way or any activities contravening basic human rights are forbidden.
- ◆ Any other inappropriate behaviour or action that might jeopardise PIN's reputation must be avoided.
- ◆ In case a PIN third party (or its staff) is subject to **criminal prosecution** they are obliged to inform their PIN Focal Point immediately.
- ◆ Direct or indirect support of terrorism or any cooperation with the sanctioned entities

No corruption and no conflicts of interest

No corrupt or fraudulent behaviour is acceptable.

PIN third parties have to avoid any situation where personal interests could be in conflict with the interests of PIN.

Corruption

Corruption is an abuse of the entrusted power for the private advantage of any person. This includes offering, giving, demanding or receiving financial or material gifts, loans, rewards, provisions or any other advantages from/to a third person as incentive to achieve something which is dishonest, illegal or breaching confidence within the framework of contractual relations. This refers in particular to:

- ◆ Bribery and the acceptance of bribes, excessive gifts or favours in return for PIN support, goods or services
- ◆ Granting and receiving advantages, including return parts of contractual payments ("kickbacks")
- ◆ Facilitation payments
- ◆ Fraud and embezzlement (utilization of the entrusted funds for personal use)
- ◆ Agreements reducing competition
- ◆ Extortion and money laundering

Fraud

Fraud is a theft or misuse of funds or other resources, which may or may not also involve misstatement of financial documents or records to conceal the theft or misuse. Examples of fraud include, but are not limited to, the following:

- ◆ Theft of funds or any other PIN property
- ◆ Falsification of costs or expenses
- ◆ Forgery or alteration of documents
- ◆ Destruction or removal of records

- ◆ Inappropriate use of project assets or funds
- ◆ Seeking or accepting cash, gifts or other benefits from third parties in exchange for preferment of the third parties in their dealings with PIN
- ◆ Blackmail or extortion
- ◆ Paying of excessive prices or fees to third parties with the aim of personal gain

Procedures for resolving conflict of interests

All PIN third parties have a duty to primarily avoid entering into any conflict of interest. In case such a situation is or might be likely to happen, every PIN third party has to acknowledge this fact as soon as possible to their PIN focal point for further consultation. Failing to do so may result in disciplinary or contractual measures.

- ◆ Several options are available for mitigation of conflict of interests or mitigation of consequential risks. It is up to the decision of relevant supervisor to choose the adequate means of resolving the given situation.

No bullying, harassment, discrimination, intimidation or abuse

Actions of PIN third parties should be fair and honest. All people have to be treated with dignity and respect and PIN third parties must never engage in any humiliating, degrading or exploitative behaviour.

Any form of physical violence - unless in self-defence – is unacceptable and will lead to immediate dismissal. The use of inappropriate, violent or offensive language in oral or written form towards others is not acceptable.

No Trafficking in persons

Trafficking in persons means the recruitment, transportation (including failure to provide return transportation), transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, if abduction, of fraud, of deception, of abuse of power or of a position of vulnerability or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

No Modern Slavery

Modern slavery refers to situations where one person has taken away another person's freedom – their freedom to control their body, their freedom to choose to refuse certain work or to stop working – so that they can be exploited. Freedom is taken away by threats, violence, coercion, abuse of power and deception.

No sexual exploitation, abuse and harassment

In order to protect the most vulnerable adults and children, and to ensure the integrity of PIN international activities, the following six Core Principles must be adhered to:

1. Child abuse and sexual exploitation, abuse and harassment by PIN third parties constitute acts of gross misconduct and are therefore grounds for termination of contract or legal action.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of the majority or age of consent locally. Mistaken belief in the age of the child is not a defence.
3. Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour by PIN third party staff is prohibited. This includes the exchange of assistance that is due to program participants.
4. Sexual relationship between the third-party staff and the recipient of assistance from the PIN project, who directly benefits from the delivery made by the third party can be based on inherently unequal power dynamics and may undermine the credibility of PIN and its work. As such, PIN considers it unacceptable.
5. Where a PIN third party staff develops concerns or suspicions regarding sexual abuse, harassment or exploitation and child abuse by a fellow worker, whether in PIN or not, he or she must immediately report such concerns via the established agency reporting mechanisms.
6. PIN third parties are obliged to create and maintain an environment that prevents child abuse and sexual exploitation, abuse and harassment.

No child abuse

Keeping in mind that behaviour and actions taken towards children need additional sensitivity, it is important to highlight behaviour that should be observed and/or avoided **when in direct contact with children**.

PIN third parties must

- ◆ Treat children with dignity and respect regardless of ethnicity, race, gender, age, language, religion, political or other opinion, disability, or other status.
- ◆ Behave appropriately; make sure that language is moderated in their presence and refrain from adult jokes or comments that may cause discomfort or offence.
- ◆ When working in the proximity of children be visible and, wherever possible, ensure presence of another adult.
- ◆ **In relation to child labour**, PIN observes the Convention on the Rights of the Child, which stipulates that children's work should not jeopardize any of their other rights, including the right to education, or the right to relaxation and play. At the same time, *„state parties shall provide a minimum age for admission to employment“*. **PIN third parties should therefore act in compliance with the Convention and relevant legislation in the given country.**
- ◆ Raise voice (report) when having concerns about child's protection and safety.
- ◆ When collecting data from children (during assessments, monitoring and evaluation, etc.) reduce the risk of potential harm by using culturally appropriate ways of communication, obtaining informed consent, ensuring confidentiality and not asking about painful experiences. If distressing data has to be obtained, try to use indirect data collection methods and be prepared to refer the distressed child to professional care.
- ◆ When getting and/or using **children's images** for visibility purposes (i.e. photographing or filming a child/children):

- ▶ Ensure that the products (e.g. photographs, films, videos) present children in a dignified and respectful manner, with children being adequately clothed and not in poses that could be misleading or seen as sexually suggestive
- ▶ When taking an image of a particular child for a specific purpose (medialization, advocacy, fundraising, etc.), explain how the product will be used and for that obtain legitimate consent from the child, whenever possible also from a parent or guardian of the child
- ▶ Ensure that images of children availed for public use do not reveal any identifying information

Staff of PIN's third parties must not:

- ◆ Touch a child in an inappropriate or culturally insensitive manner (personnel in direct medical care positions are to follow International and/or local country industry best practice guidelines)
- ◆ Use language or demonstrate behaviour that is harassing, abusive, demeaning, sexually provocative, or culturally insensitive towards children
- ◆ Engage children in any form of activity that is demeaning, offensive, sexually provocative, abusive or culturally inappropriate or insensitive
- ◆ Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse, discriminate against, show differential treatment, or favour particular children to the exclusion of others.
- ◆ Physically assault or punish children
- ◆ Engage children in any form of sexual activity or acts, including paying for sexual services or acts or child marriage
- ◆ Do things for a child of a personal nature that they can do for themselves (e.g. if PIN supplier's member happens to be involved in any dressing, or undressing of outer clothing, or where there is physical contact of lifting or assisting a child to carry out particular activities). In situations with no other option (e.g. when helping a child with disability), these tasks should only be carried out with a full understanding of parents/guardian and of the children involved. There is a need to be responsive to a child's reactions and if a child is fully dependent, talk with them about what is going to be done and give them choices where possible
- ◆ Access child pornography or any inappropriate pictures of children through any medium
- ◆ Invite unaccompanied children without their and parent's or guardian's approval into solitary; places, unless they are at immediate risk of injury or in physical danger
- ◆ Sleep in close proximity to unsupervised unrelated children
- ◆ Hire children for domestic or other labour which is inappropriate given their age or developmental stage and which interferes with their time available for education and recreational activities, or which puts them at risk of injury

Responsibility towards PIN asset, resources or information

PIN third parties are expected to use assets, financial and other resources from PIN project in a responsible and accountable manner, following any other specific guidelines and procedures shared for that purpose. PIN equipment must not be used for any illegal activity, including any form of harassment, intimidation or degrading activities or comments.

With the only exception, where the use of PIN equipment by organizations that PIN supports and that may in fact be involved in activities considered as illegal by some (totalitarian) state authorities)

Any entrusted project goods and services must be used in an appropriate manner. Causing damage intentionally or through gross negligence to any property of PIN or to any property directly connected with the work of PIN is unacceptable.

Any private or confidential information related to PIN's work must not be shared with external personnel verbally, in written form, through media, social networks or otherwise, unless legally required to do so.

Responsibility towards one's health, safety and security and of those you manage

Staff of PIN third parties have to behave in ways that avoids unnecessary risks to the health, safety and security of PIN beneficiaries and PIN staff.

Obligation to report and investigate all breaches

Any known or suspected cases of unacceptable behaviour which are in direct breach of these Essential Principles and that directly involve and/or affect PIN must be brought to PIN's attention

- **by informing PIN Country Program Focal Point or Country Director**
- by making use of other feedback reporting mechanisms that PIN has in place

When this standard reporting channel is not available or was exhausted, report should be sent to one of these addresses:

- ▶ for suspicion of fraud or corruption: fraud@peopleinneed.cz
- ▶ for any other serious complaints: report@peopleinneed.cz.
- ▶ for safeguarding cases: psea@peopleinneed.cz

Link to full version of PIN Code of conduct and Key policies on our website is here:

<https://www.clovekvtisni.cz/en/Essential-policies-4142gp>

I have read carefully and understood these Essential Principles and agree to abide by their requirements, and on behalf of the legal entity that I represent, commit to upholding the standards of conduct required.

I understand that failure to comply these Essential Principles may result in disciplinary action up to and including dismissal, **termination of partnership or implementation or service agreement** and, where applicable, may result in civil or criminal proceedings against me, or the legal entity that I represent.

Name:..... Signature:.....

Date:..... Organization:.....

Location:.....

Annex F

ANNEX F

Partner's (People in Need) Activity Overview

(activities directly under responsibility of PIN)

Output 1.1.: Municipalities and ATAS in cooperation with civil society strengthened their policies, procedures and plans on social services and assistance for refugees and migrants in line with the ongoing reforms' agenda	
Activity 1.1.1. Revision of the legal frameworks and mapping of the existing practices for migrants at the central and local level related to migration management	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>Under this activity, PIN plans to review the legal framework existing at the state level (Ministries, State Laws) and local level (Municipalities of Chisinau, Balti, Cahul, ATAS) in Moldova, as well as its actual implementation. PIN will hire external legal advisor to develop a methodology and facilitate the revision by conducting desk review, focus group discussions and key informant interviews with main stakeholders such as representatives of the Municipalities, MoLSP, MoER, central and regional department of General Inspectorate for Migration, ATAS, civil society organizations as well as migrants themselves. The methodology will be consulted and aligned to the local integration plans of refugees of UNHCR and IOM designed in coordination LPAs and the General Inspectorate for Migration.</p> <p>This action is also aligned with the ongoing RESTART (Reform of Social Assistance System) plans, education reform and other reforms (education, EU accession) will consist of a review of the current legislation, policies, strategies, national and local work plans associated with migration management, particularly in relation to inclusion of migrants and refugees into existing social protection schemes, education, and access to labour market at the level of each municipality.</p> <p>This activity along with the analysis (A1.1.2) are expected to be essential for the projects' further implementation and quality, as it will provide detailed information and first-hand insights necessary for the authorities' capacity building (A1.1.3, A1.2.1, A1.2.2, etc.), focus for participatory budgeting (A1.1.4) and service provision actions (A2.2.1.).</p> <p>Expected results: 3 sessions; 30 participants each session developing methodology for reviewing the legal framework and existing practices; consultative processes with authorities conducted.</p>

	Timeline: Months 1-4 of the project
Activity 1.1.2. Analysis of the gaps in legal framework and service provision for migrants and refugees	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>As part of the review process (A1.1.1.), the existing gaps within the current framework will be identified. The analysis will be conducted by the same external expert, and will outline the gaps/ needs and provide a roadmap to the overall improvement of migration management and service provision, particularly in relation to inclusion of migrants and refugees into existing social protection schemes, education, and access to labour market at the level of each involved municipality. It is also expected to provide direction for authorities' capacity building (A1.1.3, A1.2.1, A1.2.2, etc.) and focus for participatory budgeting (A1.1.4) and service provision actions (A2.2.1.).</p> <p>Expected results: Report that identifies existing gaps and capacity building needs as well as outlining recommendations to improve legislation and current practices in migration management; 3 sessions with approx. 15 participants each session</p> <p>Timeline: Months 2-4 of the project</p>
Activity 1.1.3. Promotion of dialogue on migration management through public workshops and presentation of the recommendations and findings of the revision and mapping process	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul

Activity description	<p>To foster open dialogue and collaboration, PIN will present the findings of the review and the drafted recommendations to the target local/ national stakeholders and CSOs. In these interactive sessions, the stakeholders will share insights and expertise, fostering a collective understanding of the challenges and opportunities in involving migrant and refugees in the existing service systems.</p> <p>Expected results: Public presentation and discussion of the <i>Analysis of the gaps in legal framework and service provision for migrants and refugees</i>; 3 sessions with approx. 20 participants each</p> <p>Timeline: Months 5-6 of the project</p>
Activity 1.1.4. Developing of the action plan to tackle legal and service provision gaps on the local level	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>After draft of initial cost, prioritization of activities and development of the action plans at municipality level, participatory budget processes will be initiated at three Municipalities (Chisinau, Balti, Cahul) to promote inclusivity and collaborative decision-making. PIN will facilitate round table discussions by involving relevant stakeholders: migrants, Moldovan citizens, ministries' and LPA's employees and civil society representatives. The participatory budgeting activities will serve as a tool to identify budget constraints to ensure quality service provisions and to help spend resources responsibly. It will be complementary to the identified gaps and recommendations as results of the A1.1.2 and A1.1.3. Ultimately, participatory budgets, evidence-based analysis of the gaps and recommended actions will inform the services that will be designed and implemented by the CSOs under A2.2.1 Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees.</p> <p>The scope of the services might include but will not be limited to the following examples: rehabilitation of community spaces – culture centres, schools, youth centres, care facilities; provision of educational services for children, including for the children of the pre-school age; information campaigns for the services provided by state actors; support of livelihood programmes for migrants – provision of grants for businesses, facilitating access, covering training needs. However, the exact scope will depend on the results of consultations and gaps in each municipality.</p> <p>The process of developing an action plan will include consultation with communities, migrants and refugees to ensure inclusiveness and validation of the actions planned. Thus, empowering migrants and refugees to become drivers of the change.</p>

	<p>Expected results: participatory budgeting processes initiated at the local level; strategic plans for 3 years developed; 6 sessions for approx. 30 participants each</p> <p>Timeline: Months 8-9 of the project</p>
Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova	
Activity 1.2.1. Organisation of the international opening conference/launch event for dialogue on migration management (project launch event)	
	P5 (Prague/Czech side), PIN (Moldova side)
Involved partners	Prague Municipality, EU Member States/Municipalities (Germany, Poland, Slovakia, Austria, and/or Romania), Municipality of Chisinau, Balti, Cahul, Social Assistance Territorial Agency (ATAS), local civil society (NGOs, CSOs), special guests representatives from ministries, EUD, UN agencies (IOM, UNHCR, UNICEF etc.)
Target group(s)	Municipality employees, ATAS, CSOs representatives
Activity location	Online/TBD
Activity description	<p>Under the activity, P5 in cooperation with PIN Moldova will deliver one project launch hybrid event, combining in-person participation in Chisinau/Moldova side and Prague/Czech Republic side too, using online connection between both places. The event will take place in the first 6 months of the project and will be organized in order to initiate and foster vital platform for dialogue and space on project tracking, experience, lessons & practice sharing, between projects' target group of Moldovan municipalities, ATAS and civil society actors on one side and EU Member States, both representatives of involved municipalities, countries (Czech Republic, Germany, Poland, Slovakia, Austria, and/or Romania), civil society organizations. After some of the activities of result 1 are launched, the idea is that some results are presented to engage more actors in advocacy measures/initiatives.</p> <p>Other expected participants will be from Moldovan & Czech ministries, migration experts, and international community (e.g. IOM, UNHCR, UNICEF, UNDP, ICMPD).</p> <p>Expected result: 1 international/hybrid project launch event, with 50 participants from target/partnering municipalities, ministries, ATAS, representatives of CSOs participating, and migration experts</p> <p>Timeline: Month 1-6 of the project</p>
Activity 1.3.1. Development of training package aimed at enhancing the knowledge of public service providers on the response to the needs of refugees and migrants	
Activity coordinator	PIN
Involved partners	P5
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti,

	Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova
Activity description	<p>A comprehensive training package will be developed by an external expert in coordination with PIN to ensure that public servants are equipped with the knowledge and understanding that is necessary to address the needs of refugees and migrants within their communities. The programme will comprise of a module with different thematic training sessions.</p> <p>Training topics might include refugee rights, temporary and international protection frameworks, statistics analysis on migration, etc. The detailed content and training agenda will be created after a careful assessment and consultation with the relevant stakeholders. The programme will also be complemented by the inputs developed by P5 highlighting relevant experience from Czech Republic.</p> <p>PIN will ensure disseminating the training materials to other municipalities, where feasible and appropriate. In addition, PIN will align with already existing initiatives in country, such as the idea of MoLSP (Ministry of Labour and Social Protection) to centralize all the training provided in relation to the upcoming RESTART reform (reform of social services provision) to the Ministry's and ATAS (Territorial Social Assistance Agencies) employees by combining them into the education platform. PIN will also explore further opportunities to ensure knowledge-exchange on central and national level in Moldova.</p> <p>Expected results: specific tailored training program on the rights of refugees, migrants' management or other relevant topics developed</p> <p>Timeline: Months 7-9 of the project</p>
<i>Activity 1.3.2. Delivering of the training and capacity building exercises</i>	
Activity coordinator	PIN
Involved partners	P5
Target group(s)	Employees of municipalities (Municipality of Chisinau, Municipality of Balti, Municipality of Cahul), social service workers (Social Assistance Territorial Agency (ATAS)), civil society service providers; indirectly: refugees and migrants
Activity location	Moldova

Activity description	<p>PIN will organize the delivery of 1 training package of 5 modules as one extensive training or multiple small sessions of the content created under A1.3.1. The participants will be invited from Balti, Cahul and Chisinau Municipalities, ATAS, representatives of the target ministries and General Inspectorate for Migration.</p> <p>Pre/ post-tests will be carried out to measure the effectiveness, relevance of the training and the changes in participants' knowledge.</p> <p>Following up from activity 1.3.1, in-country experts visit and specific training will be organized in Chisinau for at least 150 participants from partnering municipalities (Chisinau, Balti, Cahul), ATAS and CSOs representatives.</p> <p>The activity will be complemented with training sessions delivered by experts from Prague 5 Municipality, and PIN HQ experts (in total 3 international experts: 2 – P5; 1 – PIN). The delivery of the sessions on P5 side will be complementary to the sessions delivered by the Moldovan expert and will be done during 7-days in-country sharing visits to Moldova in 3 partnering municipalities (Chisinau, Balti, Cahul) which will amplify the learning and good practices exchange between relevant counterparts at municipality levels and relevant service providers.</p> <p>First needs assessment was conducted in May with more than 30 in-depth interviews with stakeholders as first based for elaboration of proposal. P5 and PIN will share the training needs results with MPF once available. First results may be expected already at the initial stages of the project (months 1-4 of the project), when revision and analysis of the legal framework and mapping of the existing practices will be conducted (Output 1.1, A1.1.1, and A1.1.2). The training package will be elaborated taking into consideration also the results under Output 1.2: Good practices and lessons learned on migration management are exchanged between municipalities and CSOs from EU member states and Moldova with planned study visits and exchange of good practises between municipalities and service providers. Finally, additional consultations will be conducted during 7-9 months of the project (A1.3.1) at the stage of elaboration of the training package. Prague 5 and PIN are willing to do a project steering committee to maintain everyone informed and discuss important steps/milestones (ei: Every 6 months).</p> <p>Expected results: 5 training sessions delivered by Moldovan expert; 150 employees of the municipalities, ATAS and Ministries trained.</p> <p>Timeline: Months 9-10 of the project</p>
<i>Output 2.1: Refugees and migrants have increased awareness on accessible social services through bolstered availability of information</i>	
<i>Activity 2.1.1 Establishment of the Community Committees for discussing and addressing the specific needs of refugees and migrants</i>	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Migrants, refugees
Activity location	Chisinau, Balti, Cahul

Activity description	<p>PIN will establish 5 community committees where the specific needs of migrants and refugees will be discussed in a sector-based manner (education, livelihood opportunities, provision of social services). The activity aims at community mobilisation providing opportunities to voice the existing needs, concerns ensure inclusion into social processes and ability to influence decisions at the local level.</p> <p>Each committee will be formed with at least 10 volunteers who are willing to take an active part in improving services in their communities. All community committees' members will be trained by PIN Social Inclusion and Protection team in basic human rights, protection principles and available services. PIN will facilitate regular committee meetings (depending on the community's needs) to foster open dialogues that help identify the main barriers in service provision. PIN will also encourage and facilitate advocacy actions initiated by community members to remove or reduce the identified barriers.</p> <p>Expected result: 5 community committees (10 volunteers each) are formed and operational; open dialogue on needs/constraints is ongoing</p> <p>Timeline: throughout the project</p>
Activity 2.1.2 Service mapping and information dissemination on these services	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Migrants, refugees
Activity location	Chisinau, Balti, Cahul
Activity description	<p>To bridge the information gap and empower migrants and refugees, PIN will engage volunteers who comprise the community committees (A2.1.1) in mapping available services and disseminating information. Community committee volunteers will take on the important responsibility of disseminating accurate and timely information about services to 1500 refugees and migrants living in Chisinau and other intervention areas in Moldova. The process will be coordinated with the target Municipalities and ATAS to include state information dissemination channels and to maximise the outreach and impact. This approach ensures informed decision-making and fosters a sense of community engagement.</p> <p>Expected results: 1500 refugees and migrants informed and aware about available services</p> <p>Timeline: throughout the project</p>
Activity 2.1.3. Establishment and/or improvement of the hotline and/or community feedback mechanism	
Activity coordinator	PIN
Involved partners	PIN
Target group(s)	Refugees, migrants

Activity location	Moldova: Nation-wide
Activity description	<p>Recognizing the importance of easy access to information, PIN will establish and or/improve existing hotline (operated by the state or CSO service providers) as a centralized point for at least 2500 migrants and refugees from all over Moldova. Alternatively, PIN will consider establishment/improvement, community feedback and/or case management registers, depending on the existing needs in target areas and operational capacities. Current administrations/ ATAS/ central government do not have unified channels of information dissemination/ for receiving complains as the ATAS are just created, and overlapping with existing mechanisms/ channels from the LPAs/ primaries level. Those channels do not capture the gaps/interrupted services appeared by the reforms. This means, that PIN will try to improve existing system and integrate them into the proposed new system by ministry of Social Labour. In addition to general training and overall capacity building support, the hotline operator will be trained on protection and child protection aspects. S/he will be informed weekly by the program team on available services. Through the hotline, PIN will disseminate up-to-date and accurate information on available services for refugees and migrants in the country minding and following-up on tackling language barriers, if any (the majority of the migrants and refugees in Moldova speak Ukrainian and/or Russian more rarely English; Russian and more rarely English is communicated in public spheres, government communication channels). Additionally, PIN will analyse the received calls and requests and utilize the findings to inform its programming and identify the gaps in service provision.</p> <p>To amplify outreach, the project team will coordinate the activity with the channels available on the side of ministries, other institutions (e.g. General Inspectorate for Migration) international actors (e.g. IOM), and municipalities. If relevant, the channel and information dissemination will be also extended to social media (FB) and messengers (WhatsApp, Viber, Telegram) to ensure tailored accessibility to the information. Finally, PIN will place the QR codes containing necessary information within municipalities & ATAS premises and in the departments of General Inspectorate for Migration to refer refugees to the relevant services/ platforms available in at least 2 languages.</p> <p>PIN will ensure coordination between local and international actors/ stakeholders at all stages of the project to ensure complementarity to already existing mechanisms and to avoid duplication of efforts.</p> <p>Expected results: Information hotline established and/or existing hotline improved; 2500 individuals receive the information services through the hotline services</p> <p>Timeline: Months 12-27 of the project</p>
<i>Output 2.2: Refugees and migrants effectively access and utilize available services provided by CSOs and the state</i>	
<i>Activity 2.2.1 Provision of grants to local civil society actors for awareness raising and provision of services for migrants and refugees</i>	
Activity coordinator	PIN
Involved partners	PIN

Target group(s)	Migrants and Refugees; Local CSOs; Municipalities of Chisinau, Balti, Cahul
Activity location	Moldova: Chisinau, Balti, Cahul
Activity description	<p>To complement the programme and to address the issues identified under A.1.1.1, A.1.1.2 and A1.1.3., PIN will provide grants (FSTP - financial support to third parties) to around 14 local CSOs (6 medium grants: 5,000 – 20,000 EUR and 8 large grants: 20,000 – 50,000 EUR) operating in target locations in Moldova (Chisinau, Balti, Cahul). The final number of the grants and organisations supported can vary, depending on the actual needs, applications and operational capacities of the local CSOs, etc.</p> <p>The grants will be provided to the local organisations for projects which will aim:</p> <ul style="list-style-type: none"> • to address the needs and gaps in dissemination of the information about available services; • to provide direct services to migrants and refugees. <p>The activities within such mini projects are to be implemented directly by CSOs in coordination with state service providers (Municipalities, Social services or other relevant institutions). PIN will encourage grantees to exercise participatory budgeting approach, when the local authorities need to be involved in cooperation with civil society actors and provide financial or in-kind contributions to the proposed initiative.</p> <p>As per PIN internal procedures, the grantees will be selected through an open Call for Proposals by dedicated PIN Selection Committee based on general eligibility criteria (be a legal entity; be a non-profit making organisation; be established in the Republic of Moldova; have relevant experience in the topic of the scheme; experience in cooperating with Local Public Authorities, etc.) and specific scoring system which will include but not limited to such parameters as relevance to the Call objectives, overall project design, number of beneficiaries and stakeholders, cost efficiency, etc. Besides, each pre-selected applicant will go through PIN due diligence process (Partnership Assessment Tools) to minimise risks related to financial support to third parties (FSTP), ensure safety and quality of implementation.</p> <p>The size and the range of the grants scheme are based on PIN's previous extensive experience of working with civil society organisations in Moldova and FSTP schemes.</p> <p>PIN will encourage applicants to involve communities, migrants and refugees into the needs assessments (Key Informant Interviews, Focus Group Discussions), discussions of the initiatives planned to ensure inclusiveness, validation of the actions planned. Thus, empowering migrants and refugees to become drivers of the change.</p> <p>Expected results: 14 grants for CSOs distributed, 14 mini projects/ initiatives for migrants and refugees implemented; 2800 people assisted (200 people on average per organisation based on PIN previous experience).</p> <p>Timeline: Months 12-14 of the project</p>

Annex G

ANNEX G

FINANCIAL GUIDELINES

INSTRUCTIONS FOR FINANCIAL ADMINISTRATION AND REPORTING

INTRODUCTORY PROVISIONS

These Financial Guidelines are attached to the main contract which is the Partnership Agreement or the Implementation Agreement or the Contribution Agreement (as the case may be) (hereinafter referred to as the “**Main Agreement**”), concluded between People in Need (Člověk v tísni, o.p.s.) (“**PIN**”) and the partner.

Where these Financial Guidelines use the term “**Partner**”, it means the Recipient or vice versa whichever term is used and as mentioned in the Main Agreement.

Where these Financial Guidelines use the term “**Donor**”, it means the External Funding Agency or vice versa whichever term is used and as mentioned in the Main Agreement.

When these Financial Guidelines use the term “**Action**” or “**Project**”, it means the Project as specified in the Main Agreement.

I. ACCOUNTING AND BOOKKEEPING REQUIREMENTS

- a) The Partner’s accounting and **bookkeeping system shall be run in accordance with the legal provisions of the country** in which it is established and according to the usual cost accounting practices of the Partner.
- b) The Partner shall keep **accurate and regular accounts of the implementation** of the Action using an appropriate accounting and book-keeping system. Accounts and expenditure relating to the Project must be **easily identifiable and verifiable**. This can be done by using separate accounts for the Project concerned or, unless the separate account is required by the Main Agreement, by ensuring that expenditure for the Action concerned can be easily identified and traced to and within the Partners’ accounting and bookkeeping systems. Accounts must provide details of **interest accruing** on funds paid by the External Funding Agency.
- c) Partners organization must use and have described **their own** system of approval **procedures**, signature cards and other accounting, procurement and other procedures to comply with **sound financial management**.
- d) The Partners shall ensure that the expenses and other information included in Partner’s **Financial Reports can be properly and easily reconciled to the Partners’ accounting and bookkeeping system** and to the underlying accounting and other relevant records. For this purpose the Partner shall prepare and keep appropriate **reconciliations**, supporting schedules, analyses and breakdowns for inspection and verification.

II. ELIGIBLE COSTS

- 2.1 To be considered eligible as direct costs of the Project, costs must:

- a) have actually been incurred by the Partners during the implementation period of the Project as defined in the Main Agreement (notwithstanding the early termination of the Main Agreement). Procedures to conclude contracts in order to carry out the Project may have been initiated prior to the Project implementation period, provided the provisions of obligatory procurement rules of the Main Agreement were respected. However, the resulting contracts may not be concluded by the Recipient before the start of the Project implementation period and costs incurred in connection with procedures to conclude these contracts before the start of the Project implementation period are not considered eligible.
- b) be **indicated in the Partner's Budget of the Project** attached as annex to the Main Agreement;
- c) be **necessary for the implementation of Project Activities** implemented by the Partner;
- d) be identifiable and verifiable, in particular being recorded in the accounting records of the Recipient and determined according to the accounting standards and the usual cost accounting practices applicable.
- e) be **reasonable, justified** and comply with the requirements of sound financial management, in particular regarding economy and efficiency, in particular value for money and cost-effectiveness;
- f) be **booked to the Partner's bookkeeping system in accordance with principles** mentioned in Article I of these Guidelines.

2.2 Other rules for eligible direct costs of the Project:

The Recipient may award **sub-grants** (Financial Support to Third Parties) if so provided in the Main Agreement. However, sub-granting may not be the main purpose of the Project and it shall be duly justified. The Main Agreement shall establish the total amount which may be used for awarding sub-grants as well as the minimum and maximum amount per sub-grant. **If the Project does not include any such information and/or authorization to provide sub-grants, than such sub-grants are not eligible.**

Any **contributions in kind**, which must be listed separately in the Budget, do not represent actual expenditure and are **not eligible** costs. Unless otherwise specified in the Main Agreement, the contributions in kind **may not be treated as co-financing** by the Recipient. Notwithstanding to the above, if the Project foresees the contributions in kind, such contributions have to be provided.

2.3 Subject to the above and where all relevant provisions being respected, the following direct costs of the Partners shall be eligible:

- a) the **cost of staff** assigned to the Action, corresponding to actual salaries plus social security charges and other remuneration-related costs; salaries and costs must not exceed those normally borne by the Partners, as the case may be, unless it is justified by showing that it is essential to carry out the Action;
- b) **travel and subsistence costs for staff and other persons** taking part in the Action, provided they do not exceed those normally borne by the Partners. Any flat-rate reimbursement of the subsistence costs must not exceed the rates which correspond to the scales published by the local law or Donor.
- c) **office rental costs** and related **utilities** provided they correspond to market rates;
- d) **costs of consumables** (office supplies);
- e) **other services** connected to the implementation of the Project (phone/fax, internet, maintenance)

2.4 The following costs shall not be considered eligible:

- a) debts and provisions for losses or debts;
- b) interest owed;
- c) items already financed in another framework;
- d) currency exchange losses;
- e) bonuses included in the costs of staff;
- f) in kind contributions (except for volunteers' work)

- g) purchases of land or buildings, except where necessary for the direct implementation of the action, in which case ownership must be transferred at the latest at the end of the action; negative interest charged by banks or other financial institutions.

III. REPORTING REQUIREMENTS

3.1 Content requirements

- a) Each expense in interim and final financial report (as per format in annex to the Main Agreement) must be marked with its **internal unique number** under which it is registered in the Partner's official accounting evidence. By this unique accounting number it must be easy to identify reported expenses in Partner's accounting system and to link it with scan of financial and/or supporting document(s), unless otherwise agreed.
- b) Any **accrued interest should be mentioned in the financial report**.
- c) The Partner accepts that the financial contribution (if any co-financing was agreed in the Main Agreement) can **under no circumstances result in a profit for the Partner and Partner shall be able to prove it**.
- d) If Partner reports any costs borne in other currencies than the currency of the Main Agreement in Detailed Cost Table all financial reports need to mention **original amount and currency**, the **exchange rates** used for conversion into the currency of the Main Agreement and the **value in the currency of the Main Agreement**.
- e) **The Final Financial Report shall cover the whole Project implementation period**. The Final Financial Report must be based on the interim reports and must be in compliance with them or rather in compliance with their corrections (if any) required by PIN or by an audit carried out in accordance with the Main Agreement or by the External Funding Agency.

3.2 Conversion of Costs into Reporting Currency

Binding information is specified in the Main Agreement.

3.3 Documents to be Attached to Interim and Final Reports – General Rules

Accounting and supporting documents shall be **scans**, unless otherwise agreed.

- a) Each scan must be **numbered/named** by the document number that has been used for marking the expense in the financial report (Voucher Number in financial report format). scans shall contain Partner's internal approval/identification forms with its accounting data and unique accounting number (if Partner is using such forms).

For scans – each financial document (all documents related to one unique accounting document No.) shall be the subject of one scan (file). In case the document has more pages, a multi-page PDF file is required. File names must be equal to or at least begin with the same unique accounting document NO. as used in the financial report (Voucher Nr). Scans quality shall be sufficient to enable clear reading of all information on the scan and scans shall not be larger than 250kB per page of scan.

- b) For invoices and bills - **each line of the expenses** mentioned in the document must be **translated** into the language of the Main Agreement and for sample contracts (such as employment or service) – brief translation shall be supplied too.

3.4 Documents to be Attached to Interim and Final Reports – List

- a) **Proof of procurement procedures** such as tendering documents, annexes, bids from bidders, quotations, evaluation reports etc. Selected supplier and offered price shall comply with signed contract and invoice
- b) **Contractual documentation (contracts with suppliers, rental contracts etc.)**
- c) **Proof of purchase** such as orders, invoices and receipts or other documents on which basis expense reported for audited period arose. Supplier's name, signature and date must be indicated. If supplies come from the Partners' stocks, invoices shall reflect the price paid at the time of purchase;
- d) **Proof of delivery of services** such as approved reports, time sheets, transport tickets (including boarding passes), proof of attending seminars, conferences and training courses (including relevant documentation and material obtained, certificates), etc;
- e) **Proof of receipt of goods** such as delivery slips from suppliers;
- f) **Proof of completion of works**, such as acceptance certificates;
- g) **For fuel and oil expenses**, a summary list of the distance covered, the average consumption of the vehicles used, fuel costs and maintenance costs;
- h) **Training participants** signed attendance sheets, per diems disbursement sheets to participants
- i) **Meeting minutes**
- j) **Proof of funds receipt from PIN** by Partner and **proof of payment** by Partner **to suppliers** - such as bank statements by which invoices, salaries, taxes, social security etc. were paid, cash receipts including internal payment/income vouchers; debit notices, proof of settlement by the contractor;
- k) **Calculation of interest accrued** from advance payments
- l) **Distribution protocols or donation** contracts for any material donated to beneficiaries or stake holders
- m) **Project outputs** e.g. **softcopy of all material and texts produced for Project** (researches, evaluations, assessments, studies, manuals, internal and external monitoring reports, posters, flyers, films, radio programmes, advertisements, newspaper clippings, T-shirt or other promo material designs etc.)
- n) For Staff: **Employment contracts** and their **amendments** to cover whole period for which each person is charged to the Project; any salary change must be also supported by amendment; proof of payment of salaries, taxes, social security etc.
- o) **Payrolls/Salary slips** – monthly salary breakdown for gross salary, social security charges, insurance, net salary etc. – in excel and also signed/approved by line manager;
- p) **Timesheets** – Detailed timesheet for every month must state % of time spent working on this Project. The % of time spent working on this Project **MUST** comply with percentage of salary charged to this Project. Each timesheet must be signed by the employee and their line manager. To cover the required information in sufficient detail, it is recommended to use the template in Annex G.1a.
- q) **Staff per diems and/or overtime sheets** (approved in writing by line manager).
- r) Any additional **allowances** to the salary must be approved by line manager on proper supporting documents and clear description of mechanism who is eligible to get such allowance under what circumstances and by what amount or rate must be described in Partner's internal policy (such as e.g. Staff Handbook) if not specified in particular employee's Work Contracts.
- s) **Partner's internal guidelines** (e.g. on approval system, system of staff per diems, bonuses, allowances claims and rates (if applicable), salaries (salary scales), etc.)
- t) On PIN's request Partner shall provide appropriate **reconciliations**, supporting schedules, analyses and breakdowns or other additional documents and information related to reported expenses.

3.5 No “flat rates” are permissible. Real bills or invoices must be produced (even for office consumables, phones, internet, office rent, vehicle fuel etc.- if they are contained in the financial report). It is possible to include into report only a part (proportion) of a large invoice. In such case the Partner shall note by pen on the invoice, which amount or percentage the Partner wants to charge to this Project. Even if only part of expense from one invoice is charged to the Project, copy/scan of such invoice or bill (and contract and procurement documents, if relevant) must be provided to PIN.

IV. AUDIT

The Partner will allow Donor’s representatives and any external auditor carrying out verifications to verify, by examining the documents or by means of on-the-spot checks, making photo-copies, the implementation of the Action and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the Action. These inspections may take place up to 10 years after the payment of the balance (the final payment of the Donor to PIN). All original documents related to the Project (including electronic versions) needs to be archived for 10 years after the final payment of the Donor to PIN and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim has been disposed of and have to be sent to PIN on request if needed for auditing purposes (documents will be returned after the audit).

Partner is obliged to cooperate with the auditors and provide them with all documents according to the requests of the auditors.

Independent auditor might visit Partner’s office for Project audit or PIN might be dealing directly with the auditor and just requesting Partner to provide additional documents or clarifications requested by the auditor.

The following documents could be required by the auditors (or PIN on behalf of the auditors) and must be presented by the Partners:

- a) **documents as per 3.4 of these Guidelines** - only in case, that auditor visits directly Partner’s office. In case that auditor deals with PIN directly, PIN shall have those documents from Partner already as they are part of interim reports and PIN will only ask Partner explanations or additional documents where required so by auditor;
- b) **copies of grants contracts** (between Partner and donors) **related to the co-financing** of the part of the Project that is implemented by the Partner (if relevant);
- c) **signed Agreement between Partner and PIN**
Including budget, amendments and annexes, conditions of funds utilization (if not part of the Main Agreement);
- d) **Financial Reports**
Financial reports (as sent to PIN for this Project - interim and especially the final financial report). Reports shall be itemized – with list of all expenses for audited period – including summary per budget line and revenues (if applicable);

e) **Narrative Report**

Narrative report for audited period (as sent to PIN);

f) **Signature list**

List of people authorized to approve documents and sign contracts. Including full names, position and detailed description of what is each person authorized to approve or sign;

g) **Balance sheet and Profit and Loss Statement for Partner's organization**

Most recent statements including auditor's report if those statements were audited;

h) **Accounting records** (computerized or manual) from the Partners' accounting system such as **general ledger**, sub ledgers, including all accounting data (costs as well as revenues). Report shall include at least audited period and shall include all entries of partner (not only those bound to Project audited). It shall be possible to filter or easily recognize entries linked to audited Project. Sum shall be equal to Project financial report or justification on variances shall be attached.

i) **Partner's internal accounting regulations/directives:**

Evidence and inventory of assets

Methodology of reimbursing of travel expenditures (e.g. Per Diems) etc.

j) **Fixed assets / Equipment**

Fixed assets/equipment lists approved and signed as of end year accounts closing date or end of Project date. If any equipment or fixed assets have been purchased from audited Project, they must be listed. If not listed other documents proving the destination of equipment must be submitted (such as donation contracts etc.);

k) **Local legislation**

Local legislation, especially regarding labour law, taxes, social security, VAT, income tax etc.;

l) **Registration certificate**

Partner's registration certificate and short explanation about legal form of organization or company;

m) **Confirmation signed** (overview of instalments, advances and spending for this Project);

n) **Other**

Other documentation could be requested by PIN or the audit during the auditing process.

V. PROCUREMENT RULES, TENDERS

The Partner shall follow the **procurement rules as stipulated in the Main Agreement**. For every purchase **above EUR 1.000** a procurement procedure is required (the Partner needs to request price quotations from at least **three suppliers or do a market survey**, and produce written justification of supplier selection). For purchases below EUR 1.000 one single offer is sufficient. The Partner shall use attached Procurement Guidelines (Annex I). The Partner may use their own procurement guidelines, if in compliance with EC Procurement Guidelines (ANNEX IV. to main EC Grant contract) or if the own Procurement guidelines are stricter. Procurement guidelines to be used are specified in the Main Agreement.

ANNEXES

ANNEX G.1a: TIMESHEET TEMPLATE (RECOMMENDED)

Annex I



PIN Procurement Guidelines

Instruction for awarding contracts to PIN suppliers.

Part 1 - Policy

March, 2022



Document Title**PIN Procurement Guidelines Part 1**

Cross-reference with other internal policy/manual/guide (if applicable)	RDD Financial and Administrative Procedures Manual RDD Logistics Handbook RDD Project Management Manual Contractual Policy and RDD Contract Manual, HRD Manual Additional rules specific for individual PIN section(s)
Applicability – personal (staff/ volunteers/ partners/ contractors etc.)	All staff
Applicability – territorial	All PIN sections
Approved – BY	Executive board
Approved – WHEN	31. 01. 2022
Document owner	Logistics and Procurement department
Prevailing language version	English
Translations by HQ	n/a
Translations by CPs	n/a
Update: number of version and date of effectiveness	v1_2022, effective as of 01.03.2022
Description of changes compared to the previous version	Not possible to list. Please review the whole document.

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DEFINITIONS

- Through an **award notice**, PIN informs the tenderers and/or the public about the outcome of the procurement procedure, i.e. whether a contract was awarded in the procedure and who is the successful tenderer. The means of distributions of the information must be stipulated in the Tender Notice. Simply informing each bidder whether his/her offer has been successful or not may be sufficient.
- **Contracts for construction works (also called only “works”)** are contracts for the construction of new buildings, repairs or alterations of existing buildings, maintenance works on buildings, any other construction works requested by PIN. Contracts for construction works may also include design, engineering and installation works related to the construction works mentioned above.
- **Contracts for supplies** are contracts for the delivery of supplies, which include purchasing, leasing or hiring of goods and rentals of vehicles. Contracts for supplies may also cover delivery and installation works if they are linked with the above-specified purchases/rentals.
- **Service contracts** cover the provision of services other than those covered by supply contracts and/or contracts for construction works.
- **Hybrid contracts** - a contract covering both, the provision of services and the delivery of supplies, shall be considered as a service contract if the estimated value of the services exceeds the estimated value of the supplies. The same principle shall apply to define the adequate procurement procedure in other hybrid contracts.
- **Finished Pharmaceutical Product (FPP)** means a medicine presented in its finished dosage form that has undergone all stages of production, including packaging in its final container and labelling.
- **Food supplies** shall include bulk consumable commodities, such as mixed foods, ready-to-use foods, fortified foods with added vitamins and minerals, and supplementary foods to address moderate malnutrition. They shall not include seeds for agricultural purposes.
- **Framework contract** might be used for fixing essential conditions of supplies/services or construction works expected to be **procured by PIN repeatedly in the future**. Total amount of supplies/services or works and/or their price (and possibly other delivery specifications) might not be known at the time of framework contract and would be specified in the following subsequent individual orders/contracts.
- **Framework tender** will usually be used as tool for pre-selecting suppliers with whom PIN will enter into a framework contract (often without fixing of the price for subsequent orders). For each following individual order/contract pre-selected suppliers shall be invited to submit their bids with current prices for currently required quantity (and possibly other specifications not included in the framework contract) of materials/services or works.
- **HRD – Human Rights Department (PIN section)**
- **Medical device** includes any instrument, apparatus, implement, machine, appliance, implant, reagent for in vitro use, software, material or other similar or related article, intended by the manufacturer to be used, alone or in combination, for human beings, for one or more of the specific medical purpose(s) of:
 - diagnosis, prevention, monitoring, treatment or alleviation of disease,
 - diagnosis, monitoring, treatment, alleviation of, or compensation for, an injury,
 - investigation, replacement, modification, or support of the anatomy, or of a physiological process,
 - supporting or sustaining life,
 - control of conception,
 - cleaning, disinfection or sterilization of medical devices,
 - providing information by means of in vitro examination of specimens derived from the human body,and which does not achieve its primary intended action by pharmacological, immunological, or metabolic means, in or on the human body, but which may be assisted in its intended function by such means.

- **Medical supplies** include Finished Pharmaceutical Products (FPP) (medicines), medical devices and therapeutic food to address acute malnutrition. They do not include veterinary products and food supplies.
- **Minimum term for bid submission** is meant the period of time (days) from the moment of tender notice/tender invitation publication or its distribution to potential tenderers to a day when bids have to be submitted to PIN (i.e. closing date)
- **Open-ended/Unrestricted contract in terms of time** - contract for an unlimited period.
- **Option clause to extend/repeat/renew** - Option clause means the right of PIN to provide additional supplies, services or works, the award of which PIN reserved in the terms and conditions of the original contract. PIN is entitled to exercise the option right only in relation to the supplier to whom it awarded the original contract.
- **Pre-Certified Supplier and Pre-Certification** when referring to **approved suppliers of medical supplies** means that the supplier has demonstrated, either to PIN or to another entity as defined in PIN PGs Part C, 3.2, that its premises and facilities meet internationally recognized standards. For example, by complying with Article 5(2) of the Guidelines on Good Distribution Practice of Medical Products for Human Use, that it is technically capable of ensuring the quality of the active ingredients and that its products come from an approved supplier.
- **Pre-qualified Supplies and Pre-Qualification** when referring to **medical supplies** means a supply that appears on the WHO's list of pre-qualified products, or when it has been approved by an entity described in in PIN PGs Part C, 3.2, in keeping with the WHO's recommended norms
- **Country Programme Procurement Officer (CP PO)** – a person responsible for the proper execution of procurement procedures
- **Prohibited division of the tender** means the division of the estimated value of the supplies/services or construction works into several smaller contracts with the aim to avoid a stricter procurement procedure.
- **Purchase order (PO)** – legally binding official order issued by PIN to the supplier indicating quantities, types and agreed price of goods/works/services intended for delivery
- **Purchase request form (PRF)** – request form initiating procurement (mandatory for RDD)
- **Purchasing officer (PurO)** – a role in ELO assigned to a member of procurement/logistics unit, responsible for PRF and PO processing
- **RDD** – Relief and Development Department (PIN section)
- **Tenderers/bidders** are individuals (natural persons) or companies (legal entities) who submitted their tender offer in a procurement procedure. Unless requested otherwise by the donor or unless the nature of the order requires, both individuals and companies may participate in the tenders.
- **Tender notice** refers to a notice published under the Negotiated or Open procurement procedure. Through the tender notice, PIN informs pre-selected contractors and/or the public that a procurement procedure was launched and what are its conditions.
- **Technical Specification** defines the supply/material that PIN intends to purchase. It sets out the characteristics of supplies to be procured, such as quality, performance, safety and dimensions, or the process and methods for their production,
- **Terms of Reference** define Service that PIN intends to purchase. It sets requirements for a Service which accurately define the characteristics of the service required with regard to the purpose for which it is intended
- **Tender offer** is an individual offer submitted by a tenderer during a procurement procedure. Tender offer may also be referred to as a **bid**.
- **Winning tenderer** is the tenderer ranking highest in the tender evaluation.

PART A – PROCUREMENT POLICY

1. INTRODUCTION

The purpose of this document is to provide guidance for the selection of economically most advantageous suppliers through transparent procurement procedures, while considering the rules set by the Czech Public Procurement Act, donors and audit recommendations.

These guidelines **apply to all purchases of supplies, services and construction works executed by People in Need (PIN)**, if no other guideline is applicable (see below).

Additional documents, which are relevant to this manual, are following:

- RDD Financial and Administrative Procedures Manual
- RDD Logistics Handbook
- RDD Project Management Manual
- Contractual Policy and RDD Contract Manual, HRD Manual
- Additional rules specific for individual PIN section(s)

2. GENERAL PRINCIPLES FOR SELECTION OF SUPPLIERS

- **Principle of Sound Financial Management** - contract must be awarded to the tenderer offering the best value for money. PIN aims at reaching the best price-quality ratio, being cost-effective and avoiding unnecessary and/or duplicative purchases.

The award procedure must also comply with following principles:

- **Transparency** of the procurement process, which means PIN's procurement decisions are clearly justified and documented to enable a potential check that the procedures were conducted in compliance with these guidelines;
- **Equal treatment of potential contractors;**
- **Non-discrimination of potential contractors** – those two principles are related and they result in a guarantee of genuine competition in each procurement process. In particular, conditions of tender must not be set in a way that, without legitimate reason, they limit the possibility of participation for some potential vendors. Furthermore, PIN must avoid any unfair treatment between tenderers with regard to access to information about the tender;
- **Proportionality** between the procedures followed for awarding contracts and the value of the contracts;
- **Avoidance of conflict of interest** including but not limited to the following: there is a conflict of interests where the impartial and objective exercise of the functions of any person under procurement procedure is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person (hereinafter referred to as “conflict of interest”);
- **Ethical principles** – specifically non-exploitation of child labour (as per ILO definition¹), respect of basic social rights and adequate working conditions together with respect to fair, ethical and legal trade practices and environmental standards;

¹ <http://www.ilo.org/ipecc/facts/lang--en/index.htm>

- **Control of fraud and corruption risks;**
- **Fair competition;**
- **Principle of supporting the local economy** while ensuring that local market will not be distorted or local natural resources or environment will not be unduly burdened;
- **Principle of due diligence** (legal and finance risk evaluation before entering into transaction with given entity)²

3. ETHICAL BEHAVIOUR IN PROCUREMENT

People in Need (PIN) expects its staff and associates that are involved in purchasing and supply to maintain the highest ethical standards in their behaviour towards their team members and colleagues, towards external stakeholders of our programmes and particularly towards our beneficiaries.

People in Need will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights and there is no willingness to address the situation within a reasonable timeframe. PIN will also seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments, which systematically violate the human rights of their citizens.

PIN seeks to purchase goods and services which:

- Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.
- Have the least negative impact on the environment.
- Use (if possible) innovative practices.

3.1. Code of conduct for suppliers

Code of Conduct for Suppliers describes areas that People in Need expects all of its suppliers at minimum to respect and operate in ways that meet fundamental responsibilities in human rights, labour, environment and anti-corruption³. These points, along with Eligibility Sworn statement are part of PIN tender documentation.

- Support and respect the protection of internationally proclaimed human rights
- No complicity in human rights abuses
- Freedom of association and recognition of right to collective bargaining
- Employment is freely chosen, not forced or compulsory
- No exploitation of children and child labour
- No discrimination in respect of employment and occupation
- Support a precautionary approach to environmental challenges
- Accept greater environmental responsibility promotion
- Encourage the development and spread of environmentally friendly and innovative technologies
- Adhering to highest standards of ethical conduct behaviour, including: working against corruption and all its forms, conflict of interest disclosure, respect to local laws

4. SUSTAINABLE PROCUREMENT

PIN declares its commitment to environmental protection in its programmatic strategy and through [Environmental policy](#) demonstrates its commitment to mitigate and, where possible, prevent the potentially negative environmental impact of its operations and programmes. Environmental impact includes

² Procedures and checks performed in respect of the Due Diligence principle are described, among others, in PIN Anti-terrorism policy and Screening procedure.

³ The Code of Conduct for Suppliers is based on the Ten Principles of the UN Global Compact.

both human health as well as environmental concerns. Procurement is clearly core part of PIN's operations; hence, introduction of environmental criteria into procurement process is key element to making the operation more sustainable in the environmental sense.

This Procurement guideline describes and promotes purchasing of products and services that cause minimal negative environmental impact without compromising the quality of product or service. In order to achieve this, technical specification and selection criteria may include such parameters that will reflect the declared aim. While sustainable procurement itself is part of general principles for suppliers' selection – the ethical principle – the application of this principle must not jeopardise the other principles:

- Non-discrimination of potential contractors
- Fair competition
- Principle of supporting the local economy

PIN acknowledges that application of sustainable procurement may lead to higher price of products or services. Notwithstanding, it is balanced by a different value in terms of usage of public or private sources to secure the support for longer-term goals of sustainable environment. In particular, the added value can be the support for environmental behaviour through the purchase of sustainable, harmless and environmentally friendly products, or through the support/advocacy of the development of sustainable alternatives in the product range.

Despite the higher price, the selection of clearly sustainable and less harmful product or service is reasonable (value for money) and fulfils the goals set by the environmental policy. Best value not only measures the cost of goods and services, but also takes into account factors such as quality, efficiency, effectiveness, fitness for purpose, and protection of the environment. The latter is an equal consideration amongst others for the award of the contract, if the situation allows.

In practical terms, the requestors and CP Procurement officers are expected to include and take into account such environmental qualification and/or evaluation criteria during procurement that consider the qualitative environmental aspects of the products and services. Those must be, however, reasonable, justified and in line with the scope of the tender and with market availability.

In emergencies, PIN recognises that there will always be a reasonable tradeoff between human life saving, financial aspects, environmental and do-no-harm considerations.

5. RESOURCE PERSONS

If in doubt, or in need of clarification of any issues that are not explicitly covered by these guidelines, please contact:

- For the whole organization: **Legal Department** – pravni.oddeleni@peopleinneed.net, legal.department@peopleinneed.net
- For RDD particularly: **PIN RDD HQ Procurement Unit** (procurement@peopleinneed.net), or **PIN HQ Compliance Unit** (compliance@peopleinneed.net).

PART B – PROCUREMENT PROCESS

1. STAGES IN PIN PROCUREMENT PROCESS

The stages of the procurement process for all purchases are represented in diagram below⁴.



⁴ ELO approvals mandatory for RDD only.

2. PROCUREMENT PLANNING

All procurements shall be well planned in advance at both project and organisation level.

Head of each department is responsible for proper procurement planning (in case of Country Programmes it is Country Director/Head of Regional Office).

2.1. Purchases made in the Czech Republic (including PIN HQ operations)

By the end of the first quarter of each year, each PIN section shall prepare a **Consolidated Procurement Plan (CPP)** for the current calendar year, save it in ELO and inform the **Chief Operations Officer (COO)** about its completion (or any later update).

16 Operational Documents – Operační dokumenty\sekce\PlanovaniNakupu

Based on the information in the CPP, COO assess where **Czech Public Procurement Act (CPPA)** needs to be applied.

2.2. Purchases made in RDD Country Programmes abroad

There is two-level planning in the CPs:

- First level: Project level. Every approved project must have its procurement plan. For operations department (logistics) this planning applies.
 - Responsible person: Project manager / Logistics manager.
 - The existence of Project Procurement Plan (PPP) must be recorded in the IPR Project Questionnaire in NAV, including the link to the actual plan (not applicable to operations procurement plan);
 - Project procurement plan is part of consolidated Annual Procurement Plan (APP).
- Second level: Country programme level. Having a consolidated plan of purchases for the current year (APP) is optional and represents good practice. It's recommended mainly for CPs with a large number of projects.
 - Responsible person:
 - For compilation and updates – Country Programme Procurement Officer
 - For informed consent – HoSO or CD
 - The plan lists the details of all planned procurements for the whole Country Programme for a year (project and operational), calculating the cumulative value whenever same/similar services/supplies/works purchase is planned.
 - The plan must be ready by end of February of every year and saved in ELO. First CP review validates the plan. Further updates of the plan are done as necessary (to reflect changes in upcoming purchase plans).
 - Complete/updated APPs shall be saved in specific folder in ELO: 16 Operational Documents – Operační dokumenty\RDD\country programme\Internal\3Logistics

2.3. Purchases made in HRD Regional Office abroad/through HRD HQ

- First level: Project level. Every approved project must have its procurement plan.
 - Responsible person: Project manager.
 - Project procurement plan is part of consolidated Annual Procurement Plan (APP).
- Second level: Regional Office/HRD HQ level.
 - A consolidate plan of purchases of the Regional Office/HRD HQ programs is prepared for the current year (APP)
 - Responsible person:
 - For compilation and updates – Procurement Officer
 - For informed consent – Head of Regional Office/Head of Program
 - The plan lists the details of all planned procurements for the whole Regional Office/HRD HQ Program for a year.
 - The plan must be ready by end of February of every year and saved in ELO. Further updates of the plan are done as necessary (to reflect changes in upcoming purchase plans).

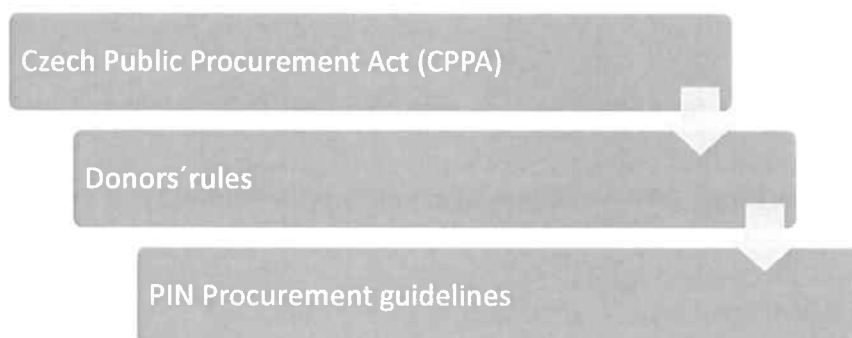
3. PROCUREMENT RULE SELECTION

Caution: Procurement procedures are very important to donors. If supplier's selection can't be justified by transparent procurement procedure and supported by proper documents, the whole contract value might be considered by the donor as non-eligible and the donor might refuse to reimburse such expenses.

If a project is **co-financed from multiple sources** and there is a risk of incompatibility of procurement rules of donors involved, contact **PIN HQ Compliance Department** (compliance@peopleinneed.cz).

In situations, which negatively affect or might affect donor's financial interests, donor has to be informed and consulted immediately.

Applicable guideline for selection of suppliers:



Applicability of guidelines has to be **assessed in the next to the mentioned order** (first we ask whether we have to apply the CPPA, if CPPA is not applicable, then we assess applicability of donor's guidelines and if none of them is stricter than PIN PGs, we use PIN Procurement Guidelines).

If PIN is obliged to use the CPPA and at the same time donor's rules where the two suggest different procedures or thresholds - for determining the correct steps to be taken contact PIN legal department pravni.oddeleni@peopleinneed.cz, legal.department@peopleinneed.cz.

3.1. Czech public procurement act (CPPA)

CPPA has to be used if all of the following 3 preconditions are fulfilled:

- Contract value (VAT excluded) is expected to reach 2.000.000 CZK or more for services or supplies, or 6.000.000 CZK or more for construction works. **Caution - Value in CZK is binding;** and at the same time
- Contract will be paid by **more than 50% from**
 - public sources (e.g. grants from Czech State Budget e.g. CZDA; for detailed information refer to the Procurement Guidelines According to the Czech Public Procurement Act); or
 - **EU or foreign government budget** (with the exception of cases when procurement will take place outside EU); and at the same time
- Contract doesn't fall under any of the exemptions mentioned in the CPPA.

Detailed guidelines about when it is necessary to use the CPPA, including instructions how to calculate the expected contract value (according to which the decisive rule will be determined) are described in the **Procurement Guidelines according to the Czech Law** in ELO here (only in Czech): [01 Guidelines and Documentation – Návod a dokumentace\ALL – Celek\Manuals & Policies – Manuály & směrnice\Procurement - Výběrová řízení](#).

If expected contract value is below 2.000.000 CZK excluding VAT, CPPA doesn't prescribe any particular procedure. CPPA only requires us to observe **general principles of CPPA**. Those general principles are met also by these PIN Procurement Guidelines. Adhering to this PIN Procurement GL means that procedure is in compliance with CPPA (for contracts below 2.000.000 CZK).

- Responsibilities in RDD/HRD Regional Office:
 - **CP PO/Regional Office PO is responsible for** compiling the consolidated APP and, based on that, reviewing whether the Czech Public Procurement Act should be applied to any of the procurement(s). PIN HQ Procurement and/or HQ Legal department confirm the CP PO's assessment.
 - CP PO/Regional Office PO is responsible for initiating of relevant steps with HQ Procurement and Legal Department for CPPA procedure launching.
- Responsibilities at HQ:
 - It is the **Chief Operations Officer (COO)** who identifies **cases where CPPA** has to be applied based on the Consolidated Procurement Plan of each PIN section.
 - COO also coordinates relevant steps for CPPA launching with the Legal Department and relevant section.

It should be considered that procurements under CPPA are usually significantly more time and cost intensive than the procurements under PIN's rules.

3.2. Donors' and PIN's rules

Whenever any donor includes specific guidelines for suppliers' selection/contract awards as part of conditions for activities funded by their grant/funds, such rules shall then apply to any purchases funded under the respective project, **unless rules stipulated in these guidelines (PIN Procurement Policy) are stricter**.

Stricter rule prevails. Donor's procurement rules must be applied preferentially. Only if donor doesn't specify a particular rule or donor's rule is less strict than rules specified in this guideline, then PIN Procurement Guidelines will be applied to the respective project. **PIN shall then use the combination of the strictest individual rules** (e.g. a combination of the stricter donor's rule for the bid submission deadline and the stricter rule according to these guidelines for threshold (total price) to determinate applicable procurement procedure).

4. SELECTION OF A PROCUREMENT PROCEDURE ACCORDING TO THE PIN PROCUREMENT GUIDELINES

4.1. Procurement thresholds

Selection of correct procurement procedure is based on:

- financial thresholds (contract value – see details in next chapter Contract value calculation),
- type of purchase as indicated in the table below, and
- place of contract execution/place of purchase (Czech Republic or Country Programme/Regional Office). If the purchase is made through HQ, HQ thresholds apply regardless of place of contract execution.

HQ Czech Republic ⁵			
(For purchases in the Czech Republic, VAT is not included in the total contract value)			
Type of purchase	SUPPLIES	SERVICES	WORKS (construction works)
Threshold	0 EUR		
Procedure	Simple purchase – Non-documented		
Threshold	5.000 EUR		
Procedure	Simplified procedure – Documented (3 quotations or market survey)		
Threshold	20.000 EUR		
Procedure	Negotiated tender		Negotiated tender (with sealed envelopes)
Threshold	100.000 EUR		300.000 EUR
Procedure	Open tender		

RDD Country Programme/HRD Regional Office			
(For Country Programmes/Regional Office, the value of contract includes VAT and other mandatory taxes, if any)			
Type of purchase	SUPPLIES	SERVICES	WORKS (construction works)
Threshold	0 EUR		
Procedure	Simple purchase – Non-documented		
Threshold	1.000 EUR		
Procedure	Simplified procedure – Documented (3 quotations or market survey)		
Threshold	20.000 EUR		
Procedure	Negotiated tender		Negotiated tender (with sealed envelopes)
Threshold	100.000 EUR		300.000 EUR
Procedure	Open tender ⁶		

⁵ Note for procurement of material/services in the Czech Republic: Thresholds set in this table and relevant procurement procedures shall not be used, if a central PIN tender according to the CPPA has been carried out by PIN HQ for certain services/material procurement. This concerns especially IT, communication equipment and printing services. In such case all purchases carried out in the Czech Republic (even the small scale ones) must follow the framework contracts with suppliers concluded according to the result of the central PIN tender. If you plan to do such procurement, please contact HQ Operations department or HQ IT department (for IT and communication equipment) well in advance. Caution – deliveries based on the framework contract might take up to 10-14 days. List of central procurement procedures is in ELO: 16 Operational Documents – Operační dokumenty\ALL\Planovani Nakupu

⁶ Different threshold for UNHCR funds, see PART 2 – Policy in practice for more information.

However, for the purposes of transparent tender evaluation, it is appropriate to use the prices excluding taxes to compare the comparable. To do otherwise could lead to non-equal treatment of potential contractors that may be both payers and non-payers of VAT/other taxes, i.e. a violation of the general principles of PIN PG. For this purpose the quotation form must always allow for stating both of the prices, excluding and including the VAT/other mandatory taxes.

More sophisticated or stricter procedures than required by the tables above can be applied in any case.

Good practice: It is recommended that **PIN Country Programmes internally decrease threshold for documented Simplified procedure**. If this stricter system is introduced, the quotations that fall between the decreased threshold and threshold as per the table above can be processed and archived through the management system in ELO agenda 4 – Procurement, or they can be archived in ELO as an attachment to the cash register receipt or invoice scan (see Part B, Article 9 – PROCUREMENT MANAGEMENT SYSTEM AND ARCHIVING).

4.2. Contract value calculation

Conclusion whether planned supplies/services/works procurement under a given project(s) shall be **considered as a single tender** (either with one or several lots) shall be based on the evaluation of their **geographical, logical/factual, time relation, predictability, possible coverage by a single supplier and whether they constitute a single functional complex**. **Division of a single tender into several smaller tenders leading to avoidance of a stricter procurement procedure is strictly forbidden.**⁷

Contract value must be calculated for the **total duration of the contract**. For **open-ended contracts** the value shall be considered as equivalent for **48 months**.

Contracts and applicable award procedures can be assessed:

- within the scope of a single project
- or
- among multiple projects, if the scope of the planned procurements makes sense as defined in the paragraph above, and it is feasible and beneficial to join the purchases. Not considering this option does not represent a case of division of tender.

Where within one procurement the subject of a contract is subdivided into several lots, even if each one will be subject of an individual contract, the **value of all lots** together must be considered for the overall evaluation of the applicable procurement procedure. If the procurement is subdivided into several lots, **each of the lots must meet the requirements for announcement and minimum offers received and evaluated**.

If the procurement procedure is executed in **another currency (USD, CZK, GBP, etc.)**, the relevant amounts must be converted into EUR at the moment of **procurement procedure planning**. **Official PIN monthly exchange rates might be used for conversion**.

⁷ Some donors might have stricter procedures and it might be necessary to select procurement procedure according to the value of whole budget line.

Under CPPA it is even necessary to select procurement procedure according to the value of similar purchases for the whole PIN organization (for projects implemented in the Czech Republic) or the whole PIN abroad Country Programme, as mentioned in this GL, Part A, 3. Procurement Rule Selection.

4.3. Specific procedures

1. Selection of people:

- For selection of employees (staff members that follow CP's national staff policy regardless the type of contract) whose remuneration is based on relevant PIN remuneration tariff scale, standard PIN HR procedures are applicable instead of procurement guidelines.

See description of PIN HR procedures here: [01 Guidelines and Documentation – Návod y a dokumentace\RDD_All\RDD Manuals\RDD II - HR guidelines](#)

- For selection of individual **consultants, trainers, evaluators, experts, day-workers or other service providers** who perform for PIN a one-time activity, specific task, or a long-term service, this guideline applies. Calculation of the contract value for selection of the correct procurement procedure is based on the individual contract amount, even if the same service is provided by many individuals at the same time.

2. Repetitive purchases of volatile commodities and services (not direct project material for donation):

For **supplies and services that PIN purchases repeatedly** according to their current needs where objectively it is impossible to determine the estimated value of a contract because they are subject to price volatility over time, PIN is not obliged to use the stringent tender procedure. The procurement procedure is, however, still carried out according to General principles for PIN suppliers' selection (see Chapter 2, part A). Example can be **purchase of fuel, flight tickets**, or purchase of stock exchange commodities. The purpose of the exception is primarily to enable PIN to flexibly respond to the variability of the prices of the supplies or services made to its advantage.

3. Selection of flight ticket provider / travel agent:

The subject of procurement procedure is only **agent's fees** (not including price of flight tickets). For each flight ticket⁸ procured, PIN shall however be able to prove that the **most economical choice was made**. Beside the price of available flight tickets, also other aspects have to be compared, such as: total duration of the trip, number of changes of planes, availability of service on preferred days and times, possibility and cost of booking changes and/or cancellation, period of flight ticket validity, other potential costs connected with travel - such as obligatory visa and price of accommodation in transit countries etc.

4. Selection of vendors for voucher-based interventions (seed voucher fairs, cash for work, commodity or service based vouchers, etc.)

This process is indeed part of procurement and must comply with the General principles for suppliers' selection. The procurement documentation must include the design and outputs of the intervention, as well as the description of the key aspects for traders' selection, voucher value and their distribution, mechanism of selecting beneficiaries, or redeeming of vouchers. Special attention must be given to monitoring. **Launch ELO tender workflow for this procedure just as for any other tender of adequate value.**

See examples of previously carried out tenders for voucher projects here: [01 Guidelines and Documentation – Návod y a dokumentace\RDD_All\RDD II - Logistics & Procurement\Procurement\03 Examples\Voucher system tenders](#)

⁸ Be aware if ticket purchased from USAID funds Fly America Act applies. Contact compliance for details.

5. Repeated purchases – an option to extend, repeat or renew

Contract amendment for purchase of supplies, services or works can be renewed/repeated based on one of the following conditions:

- Requesting an exemption from procurement process for additional contract (amendment),
or
- Stipulating the option to repeat the purchase or renew the services/works in the contract. This process must be planned for in the sense that the procurement procedure must be carried out for the **total amount of the contract, including the possible amendments.**

6. Extra/additional services or works – the decision to extend the contract as defined below lies with the designated contract responsible person:

For contracts extending on-going activities not included in the main service or works contract which have become necessary to perform the original contract for unforeseen circumstances, and provided that the additional works/services cannot be technically, systematically and economically separated from the principal contract without serious inconvenience for PIN, it is possible to make an amendment to the original contract, if the aggregate amount of additional services or works does not exceed 50 % of the value of the principal contract.

7. Competition

Where the contract is the result of a public competition for the best offer and must be awarded to one or more successful tenderers under the rules of the competition. This may apply, for example, to works of copyright or designs. General principles of this guidelines shall apply appropriately for such competition.

8. Selection of experts providing services directly to beneficiaries of PIN programs requiring highly specific expertise and security clearance in HRD projects (HRD relevant only; see HRD SOPs)

4.4. Country Programme/Regional Office specific procurement procedures

If any **Country Programme/PIN section decides to apply in some cases systematically stricter conditions**, those cases have to be described in Country Programme/Section Procurement Guidelines (or SOPs) and approved by HQ Procurement Officer (RDD)/Section Director (HRD Regional Office) or COO (rest of organization) in terms of compliance with PIN PGs.

Derogation from Country Programme/Section Procurement Guidelines to the level of PIN Procurement Guidelines can be granted by Country Programme Procurement Officer or Section Director.

4.5. Application of exemptions

Caution: Before applying for any of the below mentioned exemption approval, please check first whether donor's rules let us follow PIN PGs without imposing any additional or stricter rules. If not, exemptions listed below cannot be used and donor's Procurement Guidelines must be followed, and only exemptions explicitly allowed by the donor might be applied, while following donor's condition (e.g. for their approval by donor).

How to request?⁹

Request for application of a less strict procedure in the cases mentioned below or in other non-standard situation must be described and justified through *Request for exemption from procurement procedure form*.

The form (in paper or as part of e-mail) must be approved by appropriate people and archived in ELO in agenda 4 – Procurement.

— Approval in RDD:

- HQ Procurement Officer
- and
- by the RDD Director (only for A. emergency situation exemption).
- E-mail with Request for exemption form is sent and approved as outlined above. Subsequently, type of exemption must be keyworded in procurement folder in ELO and the e-mail/signed request archived to the folder.

— Approval in HRD:

- Head of Program/Head of Regional Office
- HRD Director (only for K. exemption for reasons related to serious security concerns arising from persecution by state authorities)

— Approval in other PIN sections:

- relevant Section Director

In what cases?

Using a **less strict rule/procedure** can be applied in the following listed cases:

A. in the case of **emergency situation¹⁰**, while emergency situation procurement is defined as:

- purchases required to address immediate and unforeseen humanitarian needs caused by a sudden natural or man-made disaster, which threatens lives, livelihoods or disrupts the life of communities on an exceptional scale, such as:
 - Sudden calamities such as earthquakes, floods, locust infestations, and similar unforeseen disasters;
 - Human-made emergencies resulting in an influx of refugees or the internal displacement of populations, or in the suffering of otherwise affected populations;
 - Drought, crop failures, pests, and diseases that result in an erosion of communities and vulnerable populations' capacity to meet their basic needs;

⁹ Different rules for UNHCR funds, see PART 2 – Guidelines in practice for more information

¹⁰ For EuropeAid projects – Extreme urgency exemption may be used only if given locality in given time is formally recognised by the European Commission as a "Crisis situation".

- Sudden economic shocks, market failures, or economic collapse resulting in an erosion of communities' and vulnerable populations' capacity to meet their basic needs;
- purchases required to address immediate and unforeseen needs caused by an external exceptional and unforeseen situation (e.g. critical security situation, decision of the external authority, etc.) that does not allow to proceed with appropriate procurement procedure(s), and adherence to appropriate procurement procedure(s) would significantly impair program objectives, or the time required for appropriate procurement procedure(s) would result in an unacceptable delay in delivering the supplies/services/works;

Emergency situation procurement exemption can be used for:

- Individual purchases;
 - or
 - the early stages of emergency response, and as long as the exigency exists, when it is necessary to reduce PIN PG thresholds for a short and clearly defined period of time to speed-up procurement process in order to allow timely aid-delivery. Such reduction of thresholds must be clearly documented and authorized by the RDD Director. Such exemption(s) apply to the purchase(s) related to the emergency operations only and not to other already ongoing long-term activities. The revised thresholds must only be in place for an agreed period of time (e.g. 3 months) and archived in ELO in agenda 4 – Procurement along with the approval of the exemption
- B. where, **for objective reasons, in particular technical reasons or reasons relating to the protection of exclusive rights**, the contract can only be awarded to a particular economic operator or it is not possible to obtain comparable offers;
- C. for additional contracts (amendments¹¹ to original contract) consisting in the **repetition or renewal of services, works or supplies** entrusted to a contractor which was awarded with an earlier contract in the same region, **provided that the terms of the original contract are not substantially altered**. Contracts are not to be renewed on these grounds more than twice, except where duly justified and documented and the extension of the contract for a value and duration not exceeding the value and the duration of the initial contract¹²;
- D. for procurement of **legal services** but solely in cases in which an attorney-at-law shall represent PIN in court, arbitration, conciliation or administrative proceedings before any court, tribunal or another relevant authority as well as in case of a tangible indication or high probability that a certain matter could potentially become subject of such a proceeding; however, the prerequisite for application of this specific exemption shall be that PIN had made every possible effort to avoid such conflict situation. **Any other use of legal services (e.g. contract negotiation), is strictly subject to PIN PGs.**
- E. for **financial services** (as bank guarantee) and **loans**;
- F. where the services are entrusted to **public-sector bodies or non-profit institutions or associations** and activities are related to institutional development (as capacity building, legislative changes, etc.) or designed to provide assistance to people in the social field (applicable only to services related to RDD and HRD programmes);
- G. in case of purchase of **second-hand equipment**¹³ (as vehicles);

¹¹ When uploading amendment to a contract to ELO it must have the value of the original contract plus the amendment.

¹² Significantly more restrictive wording for EuropeAid

¹³ In some cases, purchase of second hand equipment may be prohibited by the donor. Detailed information can be found in the contract with the donor.

- H. in case of **property contracts** (renting or purchasing¹⁴ of offices, flats, buildings, land or other real estates and related services), provided that the price respects market price usual for comparable equipment or real estates in given location and time;
- I. where the orders are placed with a **Humanitarian Procurement Centre**¹⁵;
- J. if a particular **economic operator is mentioned in the project proposal** and approved by donor (not applicable for projects funded from public collections)¹⁶;
- K. **reasons** related to serious security concerns arising from persecution by state authorities (HRD relevant only; see HRD SOPs).

IMPORTANT: Poor planning does **NOT** constitute a sufficient justification for an exemption.

¹⁴ In case of property purchase PIN Board of Trustees must approve this purchase.

¹⁵ http://ec.europa.eu/echo/files/partners/humanitarian_aid/HPC-register_en.pdf

¹⁶ Specifying a particular economic operator in the project proposal shall be well justified e.g. by valid contract based on previously carried out regular procurement procedure or application of some exemption listed above. It also might concern selection of an external auditor for a project where external audit is required by donor, or an implementing partner/co-applicant (in a broader sense of meaning) mentioned by name by PIN in the project proposal or a specific product or service mentioned and justified in proposal.

4.6. Basic characteristics of procurement procedure types

IMPORTANT: Practical steps for execution of below mentioned procedures are described in Part 2 “Policy in practice”. Full list of required documents to be archived for each procedure is listed in Article 9 – PROCUREMENT MANAGEMENT SYSTEM AND ARCHIVING).

Remember: Every purchase is executed through a procurement procedure and every purchase (including a simple one in a shop) is in fact a contract (either written one or oral/tacit one).

SIMPLE PURCHASE – NON-DOCUMENTED

Conditions of the contract/purchase are negotiated with any number of suppliers by any means while general principles for PIN supplier selection (see Part A, Chapter 2) and the following is fulfilled (if applicable):

- The price corresponds to market prices
- Purchase request has been approved by budget holder and uploaded to ELO
- Acceptable quality for the value;
- Timely delivery or completion;
- Relevant accounting documentation is provided (invoice, cash bill etc.)

N.B. No procurement folder is filed as it is a *non-documented* procedure. Only document needed is valid invoice or bill, which is archived through finance process.

Summary of minimum process requirements for simple purchase:

- Value for money principle
- PRF and existence of valid accounting document

SIMPLIFIED PROCEDURE – DOCUMENTED (3 quotations or market survey)

Conditions of the contract are negotiated with any number of suppliers by any means if general principles for PIN supplier selection (see Part A, Chapter 2) are followed and at least 3 suppliers are approached with a request for quote.

Documented market survey with final evaluation (can be narrative) is also a corresponding evidence of simplified documented procedure.

For expected amount above 10.000 EUR evaluation committee must be established. Quotations Evaluation Protocol (Formal Cost Analysis) shall be used in cases where selection process is based on more criteria than price only and for expected amount above 10.000 EUR.

Summary of minimum process requirements for documented simplified procedure:

- Value for money
- PRF
- At least 3 qualified bids evaluated or market survey
- Evaluation committee and evaluation protocol (above 10.000 EUR)

NEGOTIATED TENDER

Negotiated procedure shall be used only when genuine **competition among at least 3 potential suppliers can be ensured**.

PIN informs in writing simultaneously a sufficient number of suppliers of its choice to ensure genuine competition (at least 3 suppliers) about the launch of procurement procedure. Through the tender notice invites the suppliers to submit their bids and negotiate the terms of the contract. PIN shall ensure that invited suppliers fulfil qualification criteria as defined in the tender notice. **If the tender is divided into lots, at least 3 suppliers should be able to respond to each lot.**

Keep in mind: It is important that pre-selected suppliers fulfil qualification criteria. Make sure you approach only those suppliers that are capable of submitting a quality offer.

If in doubt that at least 3 pre-selected suppliers can be invited to the tender (i.e. PIN is not aware of at least 3 qualified suppliers in the area), or that the turnout of quality bids that fulfil the qualification criteria is expected to be below 3, the following steps shall be considered:

- **Publishing the tender** (making it negotiated tender with publication or open tender) and allow other (not only pre-selected) suppliers to submit bids. In this case, it is important to follow the **principle of equal treatment** of potential contractors and publish tender at the same time as the pre-selected suppliers are informed (so that all potential suppliers have the same time to prepare and submit bids).
- If local presence of capable suppliers is not strong (in the project area, only e.g. one or two suppliers), it is necessary to **obtain further quotations from outside the project area** to meet the obligation of at least three tenderers fulfilling the qualification criteria. In this case, do not forget including a request for quotation of transportation cost to the project area, apart from material/service/works specification.
- Exceptionally, if either option from above is not possible, **written justification must be part of the tender file**.

Sealed envelope method is not necessary for negotiated tender in case of services and supplies (e-mail offers are sufficient), but is recommended when practical.

For **construction works**, bids must be always submitted in **sealed envelopes** and the envelopes opening procedure has to be followed. For tendering construction work or any other type of work that require a technical proposal/solution it is feasible to use so-called **Request for proposal (RFP)** with two-envelopes: one for the technical offer and one for the financial offer.

Minimum term for bid submission must be sufficient to give tenderers enough time to prepare their bids: recommended is 2 weeks, this especially for construction works.

Summary of minimum requirements for negotiated tender:

- PRF, tender notice, evaluation committee, evaluation report, envelopes opening protocol (for construction works)
- At least 3 prospective bidders (ones that are capable of submitting a qualified bid) approached with request to submit a bid, this is proved by Distribution protocol, or copy of full e-mail with date and time visible
- All participating tenderers informed about: answers to questions, result of their bid offer (successful/unsuccessful; way of communication stated in TN)

OPEN TENDER

Tender Notice (or Invitation to tender) is published (e.g. in newspaper, on web sites), so that all interested economic operators can submit bids. The term for submission of bids must be long enough to give interested parties a reasonable period to prepare and submit their offers; recommendation is 3 weeks.

Open tender can be announced in 2 ways:

- **Local publication** – tender notice is published in a nationwide periodical or web site with local range.
- **International publication** – tender notice is published on a **specialised web** site (and/or on PIN website, and/or on IAPG¹⁷ website) and simultaneously in a **nationwide periodical** published in the country of the delivery or **web site with regional range**.

Decision on whether local or international publication can be based, for example, on:

- logical/factual assessment of the local/international/regional market
 - Does it make sense to attract regional/international suppliers?
 - Is it technically possible and it makes sense to import supplies/services/works from abroad?
 - Is it possible to find suppliers in the country/in the region/internationally?
 - In what quantities are local/regional suppliers able to deliver?
- quality assessment of local and international market
- feasibility of potential foreign delivery
- evaluation of environmental and/or sustainable aspects

Reasoning behind decision on publication must appear in the tender evaluation report.

Deadline for bid submission in open tender is recommended to be minimum **21 days** from publication (depends on the complexity of bid supporting documents).

Secure e-mail managed by HQ procurement may be used for high-value or critical procurements (recommended for open tenders) for bid submission.

Template of the **relevant contract template** shall be **part of the Tender Documentation**. This is for the sake of informing suppliers about binding conditions under which PIN intends to cooperate with the tender winner. **By submitting their bids, suppliers agree to those conditions** and will accept them in case they are selected as tender winner. The contract and the terms announced through the TN cannot be negotiated.

All tenderers have to be informed about the outcome of the procedure (each tenderer will be informed whether he/she has been selected or not) through an Award Notice in a way specified in the Tender Notice.

Summary of minimum requirements for open tender:

- PRF, tender notice, evaluation committee, evaluation report, envelopes opening protocol
- Public announcement
- Contract template part of tender announcement
- No minimum number of bids to be evaluated
- All participating tenderers informed about: answers to questions, result of their offer (successful/unsuccessful; way of communication stated in TN)

¹⁷ For both, PIN website and IAPG (Inter-Agency Procurement Group), contact HQ procurement for publication

5. INELIGIBILITY CRITERIA

Candidates or tenderers will be excluded from taking part in a procurement procedure if:

- a) They are **bankrupt** or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) They or persons having powers of representation, decision-making or control over them have been **convicted of an offence** concerning their **professional conduct** by a judgement that has the force of res judicata;
- c) They have been **guilty of grave professional misconduct** proven by any means that the contracting authority can justify;
- d) They have **not fulfilled obligations relating to the payment of social security contributions** or the **payment of taxes** in accordance with the legal provisions of the country in which they are established or those of the Czech Republic or those of the country where the contract is to be performed;
- e) They or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata **for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity**;
- f) They do **engage in the employment of children**, disrespect basic social rights and working conditions based on international labour standards;
- g) They have **engaged in the trafficking in persons** and have **provided any support** (direct or indirect) of **terrorism**, including the financing of terrorism, or transactions with persons connected with terrorism;
- h) They are currently subject to an **administrative penalty** imposed by donor or have been listed by the donor as **ineligible** for participation in award procedures financed by donor's money;
- i) Candidate might be excluded on the basis of another procurement procedure or grant award procedure financed by PIN or donor of the project, under which they have been **declared to be in serious breach of contract** for failure to comply with their contractual obligations;
- j) They or any of their employees, associates or other persons related to them provided technical assistance to PIN under that same procurement procedure.

Tenderers submitting bids in **Negotiated or Open procedure** must **certify in Eligibility sworn statement** that they are in none of the situations listed above (see form, **Eligibility sworn statement**).

Points (a) to (d) do not apply to the purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

Caution: Some donors¹⁸ might restrict **eligibility of supplies** based on their **origin** and **eligibility of suppliers** based on their **nationality** and request that official proof of origin of supplies and/or proof of nationality of suppliers is provided to PIN along with the bid exactly as required by donor's definitions. **Check your donor's guidelines!**

¹⁸ US and EU funds especially

6. REASONS FOR OFFER DISQUALIFICATION

Tender offers shall be disqualified from the tender in the following cases:

- tenderer is subject to a **conflict of interest** (as per definition in Chapter 2, Part A);
- tenderer has **not stated true facts** or has misinterpreted information required by PIN, or fails to provide timely such information or to provide required documents stated by PIN as condition for participation in the tender;
- tenderer does not meet the PIN qualification criteria or requirements stipulated in the tender documentation (scope of tender or specification of goods/services/works).
- tenderer fulfills the exclusion condition mentioned above in preceding article (Chapter 6, Part B), points c) or i) **during the last 2 years** prior to the launch of the tender.

7. INSTRUCTIONS FOR PROCEDURES IN SPECIFIC CASES

PIN may cancel the announced tender or not conclude contract with the winning tenderer in the following cases:

	Case	Procedure
a)	PIN has not received any bid , or none of the bids received was qualitatively and/or financially worthwhile or all the bids received have been disqualified from the tender	PIN has the right to cancel tender and use a less strict rule/procedure . Application of a less strict rule/procedure must be described, justified, approved by the RDD CP PO/HRD Head of Regional Office / Section Director and archived in ELO in agenda 4 – Procurement.
b)	Major discrepancies have been found in the Tender Notice or other supporting documentation of the tender;	PIN has the right to cancel tender and announce a new tender
c)	Serious circumstances have occurred during the tender which prevent PIN to continue the tender	PIN has the to cancel tender and announce a new tender
d)	Only one bid , complying with the tender conditions, has been submitted	PIN has the right to cancel tender and use a less strict rule/procedure . Application of a less strict rule/procedure must be described, justified, approved by the RDD CP PO / HRD Head of Regional Office / Section Director and archived in ELO in agenda 4 – Procurement.
e)	The winning tenderer refuse to sign contract with PIN, have not stated true facts in their bid or their bid is at dumping price or otherwise jeopardizes free competition in the market (e.g. forbidden supplier agreements, cartels, abuse of the leading position in the market).	PIN is entitled to either accept the bid of the bidder whose bid has ended at the second or other places or cancel the tender and announce a new tender

8. ROLES AND THEIR RESPONSIBILITIES

8.1. Purchases made in RDD Country Programmes abroad

Person responsible for project/activities implementation, i.e. budget holder (RP)

Usually Project Manager or person in charge of a budget.

The designated person is responsible for:

- ensuring procurement information is properly filled in the IPR in NAV (including Project Procurement Plan (PPP) at the beginning of each project, and update after each major project/budget revision);
- requesting/approving accurate and complete purchase request;
- approving Tender Notice and Tender Documentation in ELO before its publication/distribution;
- nominating Evaluation committee members;
- participating in the evaluation process actively;
- participating in the delivery process actively;
- cooperating with Country Programme Procurement Officer when compiling the Annual Procurement Plan;
- consulting with Country Programme Procurement Officer or HQ Procurement Officer if uncertain about procurement procedures.

Country Programme Procurement Officer (CP PO)

Nominated by Country Director and/or Regional Head of Systems and Operations (RHoSO) and/or Head of System and Operations (HoSO) with HQ Procurement Department consent and if not, this role is assumed by the Country Director or Head of Systems and Operations.

Among the Country Programme Procurement Officer's duties belong the following:

- approving type of procurement procedure to be used;
- consulting the Project Procurement Plans for IPRs (informally, no signature needed);
- preparing the Annual Procurement Plan (informally, no signature needed);
- reviewing the APP with regards to Czech Public Procurement Act;
- ensuring timely updates of the Annual Procurement Plan (esp. at the beginning of each project and after every major revision);
- ensuring compliance with procurement procedures and having final responsibility for its proper execution;
- approving Tender Notice and Tender Documentation before its publication/distribution;
- consulting potential exemptions with HQ RDD Procurement department;
- approving nominated members of Evaluation Committee;
- participating as a chairperson in the Evaluation committee; might participate as a member of the Evaluation committee¹⁹;
- certifying the selection of suppliers in the FORM 5, *Tender Evaluation Report*;
- formally approving every tender committee decision;
- having final responsibility for the proper execution of the purchase in compliance with the general principles for PIN suppliers' selection (as per Chapter 2, part A of this guideline);
- checking and approving the completion and proper archiving of all procurement documentation;

¹⁹ If the CP PO needs to participate as evaluation member, the other authorised person is always a superior manager.

- ensuring (through signing Conflict of Interest declaration form) that the purchase officer and all PIN staff in charge of the procurement agenda are impartial and transparent during every procurement process;
- approving contracts in terms of procurement;
- maintaining vendor management system;
- training and education of staff involved in procurement process (including project staff).

Procurement Officer must not be involved at the same time in procurement activities and financial transactions.

Country Programme Coordinator (CPC)

- ensures Project Procurement Plan (PPP) is made at the beginning of each project and updated after each major project/budget revision;
- ensures timely completion of contract approval (including its link to tender folder in ELO), especially certifies, that contract complies with the tender results and that complete procurement documentation is properly saved in ELO;
- ensures timely payment approval (including its link to contract in ELO), especially certifies, that payment (invoice) complies with the contract and the result of the selection process.

HQ RDD Procurement Department

- approves exemptions from procurement procedures according to this guideline, part B, APPLICATION OF EXEMPTIONS;
- provides support during tender preparation and tender execution and general consultations on procurement issues, if requested from Country Programme, CPC or Regional HoSO at procurement@peopleinneed.cz;
- provides PIN Procurement GL training for staff, especially as part of induction training for Country Programme staff and general trainings for relevant HQ staff;
- provides training for appointed CP Procurement Officers;
- visits Country Programmes, trains national staff in procurement, monitors procurement execution and conditions on the spot;
- confirms the need of application of CPPA to CP PO – based on information provided in the Annual Procurement Plans;
- approves Tender Notice before publication for tenders (exceeding 20,000 EUR) – minimum deadline for approval is 3 working days;
- approves tender winner selection for crucial tenders (exceeding 60,000 EUR and/or purchase funded by a “crucial” donor) – minimum deadline for approval is 3 working days;
- coordinates preparation and execution of procurement procedure according to the CPPA with Country Programme, PIN HQ Legal Department and PIN HQ Procurement Department.

8.2. Purchases made in HRD Regional Office abroad/through HRD HQ

Person responsible for project/activities implementation (RP)

Usually Program Manager (PM) or person in charge of the purchase.

The designated person is responsible for:

- ensuring, that procurement information is properly filled in the Project Procurement Plan at the beginning of each project, and update after each major project/budget revision;
- submitting accurate and complete purchase request form (PRF)
- preparing Tender Notice and Tender Documentation before its publication/distribution;
- nominating Evaluation committee members;
- participating in the evaluation process actively;
- participating in the delivery process actively;
- ensuring, that contract complies with the tender results and that complete procurement documentation is properly saved in ELO;
- ensuring, that payment (invoice) complies with the contract and the result of the selection process;
- cooperating with Procurement Officer when compiling the Annual Procurement Plan;
- consulting with Procurement Officer if uncertain about procurement procedures;

Procurement Officer (PO)²⁰

Nominated by Head of Regional Office/Section Director

Among the Procurement Officer's duties belong the following:

- approving type of procurement procedure to be used;
- consulting the Project Procurement Plans, preparing the Annual Procurement Plan for the Regional Office/HRD HQ Program (APP);
- ensuring timely updates of the Annual Procurement Plan (esp. at the beginning of each project and after every major revision);
- reviewing the APP with regards to Czech Public Procurement Act (CPPA)
- ensuring compliance with procurement procedures
- approving Tender Notice and Tender Documentation before its publication/distribution;
- approving nominated Evaluation committee members;
- might participate as a member of the Evaluation committee²¹;
- consulting potential exemptions with HQ Legal department;
- certifying the selection of suppliers in the FORM 5, Tender Evaluation Report;
- having final responsibility for the proper execution of the tender in compliance with the general principles for PIN suppliers' selection (as per Chapter 2, part A of this guideline);
- checking and approving the completion and proper archiving of all procurement documentation;
- ensuring (through signing Conflict of Interest declaration form) that all PIN staff in charge of the procurement agenda are impartial and transparent during every procurement process;
- provides PIN Procurement GL training for staff, especially as part of induction training for Regional Office staff and general trainings for relevant HQ staff;
- coordinates preparation and execution of procurement procedure according to the CPPA with Regional Office/HRD HQ Program and HQ Legal Department.

²⁰ Procurement Officer means Regional Office Procurement Officer for Regional Office and HQ Procurement Officer for HRD HQ.

²¹ If the PO needs to participate as evaluation member, the other authorised person is always a superior manager.

Financial Manager (FM)

- reviews and completes the contract keywording in order to include its link to tender folder in ELO, especially certifies, that contract complies with the tender results and that complete procurement documentation is properly saved in ELO;
- checks and reviews the payments and invoices in order to include link to contract in ELO and the tender folder in ELO which certifies, that payment (invoice) complies with the contract and the result of the selection process.

Head of Regional Office/Head of Program

- approves Annual Procurement Plan for the Regional Office/HRD HQ Program;
- approves application of specific procedures/exemptions from procurement procedures according to this guideline, part B, APPLICATION OF EXEMPTIONS, except for exemptions approved by Section Director;
- provides support during tender preparation and tender execution;
- confirms the need of application of CPPA to PO – based on information provided in the Annual Procurement Plans;
- formally approves every Evaluation committee decision;
- approves Tender Notice before publication for significant tenders (exceeding 20,000 EUR and/or if external project audit is planned and/or, purchase funded by a “crucial” donor);
- approves tender winner selection for crucial tenders (exceeding 60,000 EUR and/or if external project audit is planned and/or, purchase funded by a “crucial” donor)

8.3. Purchases made in the Czech Republic (including PIN HQ operations)

Person responsible for project/activities implementation, i.e. budget holder (RP)

Project Manager (PM), or person charged with logistics/admin support of HQ or PIN section or in case they have been not appointed, following tasks are responsibility of the Section director, or the Director of PIN branch in Czech Republic.

This appointed person is responsible for:

- timely planning and update of procurement data for his/her project in relevant PIN section Consolidated Procurement Plan;
- consulting PIN HQ legal department if uncertain about procurement procedures;
- accurate executing of all procurement procedures;
- nominating Evaluation committee members;
- consulting PIN HQ legal department for potential exemptions.

PIN Section Procurement Officer (PIN Section PO)

Appointed by PIN management (usually PIN section Director or PIN section Economist) and responsible for the following:

- approving the Consolidated Annual Procurement Plan for all programs and his/her PIN section logistic/support activities, including relevant procedures to be carried out and exemptions to be applies (informally, no signature needed);
- approving Tender Notice and Tender Documentation before its publication/distribution;
- approving the members of the Evaluation Committee;

- might participate as a member of the Evaluation committee²²;
- ensuring compliance with procurement procedures and has final responsibility for its proper execution;
- certifying the selection of the supplier in the FORM 5, **Tender Evaluation Report**;
- checking and approves the completion and proper archiving of all procurement documentation;
- approving contracts in terms of procurement;
- ensuring timely updates of the Consolidated Annual Procurement Plan (esp. at the beginning of reach project and after each major revision);
- presenting the Consolidated Annual Procurement Plan to the COO;
- approving selected steps in procurement procedures, especially Tender Notice before its publication;
- approving exemptions from procurement procedures according to this guideline, part B, APPLICATION OF EXEMPTIONS;
- ensures timely completion of contract approval (including its link to tender folder in ELO), especially certifies, that contract complies with the tender results and that complete tender documentation is properly saved in ELO;
- ensures timely payment approval (including its link to contract in ELO/Navision), especially certifies, that payment (invoice) complies with contract and tender results.

Chief Operations Officer (COO) (PIN HQ)

- ensures updated Consolidated Annual Procurement Plan is saved in ELO;
- approves the Consolidated Annual Procurement Plan for all PIN sections, including relevant procedures (no signature needed);
- identifies the need of application of the CPPA based on information provided in the Consolidated Annual Procurement Plan;
- coordinates preparation and execution of procurement procedure according to the CPPA with Country Programme, PIN HQ Legal Department and PIN RDD HQ Procurement Department;
- provides support during tender preparation and tender execution and general consultations on procurement issues, if requested;
- provides PIN Procurement GL training for staff, especially as part of introduction training for newly hired staff and other relevant HQ staff;
- approves Tender Notice before publication for significant tenders (exceeding 1,000,000 CZK and/or if external project audit is planned and/or, purchase funded by a “crucial” donor) – minimum deadline for approval is 3 working days;
- approves tender winner selection for significant tenders (exceeding 1,000,000 CZK and/or if external project audit is planned and/or, purchase funded by a “crucial” donor) – minimum deadline for approval is 3 working days;
- checks other selected procurement documentation (ex post).

PIN Management

- approves Tender Notice before publication for significant tenders (exceeding 1,000,000 CZK)
- approves tender winner selection for significant tenders (exceeding 1,000,000 CZK)

²² If the PIN Section PO needs to participate as evaluation member, the other authorised person is always a superior manager.

9. PROCUREMENT MANAGEMENT SYSTEM AND ARCHIVING

All procurement executed in PIN falling into the documented procedures is managed through the ELO system. Agenda 4 – Procurement and the associated workflows²³ serve the following purposes:

- Purchase request approval
- Procurement approval according to the specific threshold
- Approval of selection of winner
- Approval of exemptions or cancellations
- Archiving of all procurement supporting documentation – all documentation must be confidential

When filing a procurement folder follow these rules:

- Keyword the folder with the Navision Implementation Project Number (if project direct costs).
- Keyword the folder with PRF number (if ELO WF used for PRF approval)
- Each procurement carried out must have separate folder.
- ELO will assign unique number to each procurement folder and create standardised tender folder sub-folder structure. Use this procurement folder number when uploading a supply contract to ELO to create an easy link between procurement and contract.

See ELO Tender workflow manual [here](#) for more information on how to enter and manage approvals of procurements through ELO.

(in ELO in [01 Guidelines and Documentation – Návod y a dokumentace\RDD\ All\RDD II - Logistics & Procurement\Procurement](#))

Remember: every signature on a document archived is valid only if accompanied by **name typed and position of the endorser(s)**

²³ Procurement workflows are mandatory for RDD only.

9.1. What to archive

Obligatory minimum documentation for documented procurement procedures. Each procedure must be supported with the following documents at minimum (all of which must be archived in ELO):

Simplified procedure

- Approved Purchase Request Form
- Sufficient number of quotations or market survey
- Signed **Quotation Evaluation Protocol for above 10.000 EUR** and in case price is not the only criteria for selection
- Signed and filled **Appointment of the evaluation committee form for above 10.000 EUR**

Negotiated tender

- Approved Purchase Request Form
- Tender notice and other supporting Tender Documentation
- Proof of Tender Notice distribution such as Tender Notice Distribution Protocol or sent e-mail screenshot (showing date and time of tender documentation handover to each tenderer)
- Scans of **all and complete original bids submitted** and all communication with tenderers
- Tender documentation delivery report (confirming date and time of bids submission to PIN)
- Signed Protocol of opening envelopes (in case of construction works or in case of sealed envelopes)
- Signed and filled Appointment of the evaluation committee form
- Signed Tender evaluation report
- Signed minutes from negotiation – in case of subsequent negotiations resulting in a change of submitted offer(s) (under Negotiated procedure only)
- Evaluation result notice in line with this guideline

Open tender

- Approved Purchase Request Form
- Tender notice and other supporting Tender Documentation
- Clipping from a newspaper or screenshot of web where tender notice has been published and tender winner announcements
- Reasons for national/regional/international publishing
- Scans of **all and complete original bids submitted** and all communication with tenderers
- Signed and filled Appointment of the evaluation committee form
- Tender documentation delivery report (confirming date and time of bids submission to PIN)
- Signed Protocol of opening envelopes
- Signed Tender evaluation report
- Evaluation result notice in line with this guideline

Exemptions

- Written justification and approval of exemption (supporting explanation of circumstances in e-mail communication, approval via ELO tender workflow)

Contracts

- Each contract (archived in agenda 2 – Contracts) where the contractor has been selected in procurement procedure must be linked with the relevant procurement folder by inserting the procurement folder number to contract's keywording.

9.2. Other procurement documentation to be archived in ELO

- **Project Procurement Plan** with the list of expected tenders, selected procedures and possibly applicable exemptions (in RDD Procurement plan is part of Internal Project Report and of Annual Procurement Plan)
- Consolidated / **Annual Procurement plan** shall be saved here:

for RDD: 16 Operational Documents – Operační dokumenty\RDD\country programme \Internal\3 Logistics

for other sections: 16 Operational Documents – Operační dokumenty\section\PlanovaniNakupu

Often procurement documentation has to be supplemented by other documents or written explanations/justifications and notes to file (NTFs) with the aim to provide clarity and transparency of the selected procedure and supplier.

See also [PIN Archiving guidelines](#).

9.3. Minimum term required for the procurement documentation to be archived

Hard and soft copy documents have to be stored for a minimum period set by PIN internal Guideline for Archiving²⁴, unless longer period is required by the donor or law of the Czech Republic or country where the contract is performed.

Archiving has to be arranged in such a manner, that the donors, auditors, OLAF (European Anti-Fraud Office/ Office européen de lutte antifraude) or any other control body contracted by the donors can access it for the purpose of auditing. In case of additional information requests, answers must be provided within 30 days.

10.VENDOR MANAGEMENT SYSTEM²⁵

CP Procurement Officer is responsible for making sure that a supplier database exists. The database can serve as

- list of assessed (and/or “prequalified²⁶”) vendors that PIN deems suitable to work with and may invite for tenders;
- performance monitoring.

The database is more effective if used for performance monitoring. With repeated contracts, it makes sense to monitor the performance against contract requirements over time. This entails recording supplier’s appraisal during or after the contract expired and updating the supplier database.

Recording performance to the vendor database serves as bases **for disqualification** of supplier in the next procurement procedure (up to two years after the misconduct), based on the following ineligibility criteria (as per Part B Chapter 6 above):

- c) They have been guilty of grave professional misconduct proven by any means that the contracting authority can justify;

²⁴ For most types of documents, this means at least 10 years archiving term according to the PIN Archiving GL, which exceeds requirements of absolute majority of PIN donors.

²⁵ This chapter is binding to RDD only.

²⁶ Prequalified vendors in this sense means that the suppliers fulfill administrative (legal status) and past experience requirements, and that they are reputable and trustworthy. Prequalification is a process that requires proper administration.

i) Candidate might be excluded on the basis of another procurement procedure or grant award procedure financed by PIN or donor of the project, under which they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

The authorised reasons, proofs, reports and justifications of the above criteria must be comprehensive and duly archived in the tender folders of respective tenders (i.e. the tenders on which bases the negative performance was recorded), otherwise it cannot be substantiated and recorded to vendor database.

Use the Supplier's misconduct report form for these purposes (part of FORM 20, **Vendor database** template).

Advantages of VM: cost optimisation, improved service levels, relationship building, risk mitigation.

Tool for using vendor management system can be found in ELO: 01 Guidelines and Documentation – Návod y a dokumentace\RDD\ All\RDD II - Logistics & Procurement\Procurement\02 Tools



Annex J

ANNEX J

COMMUNICATION AND VISIBILITY PLAN

Cities and Regions for All (CR4A): Full Integration of Refugees and Migrants in Urban and Rural Environments

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1. Purpose of this Document

This document describes how implementing partners of the project Cities and Regions for All (CR4A) will implement a communication and visibility strategy.

2. Information about the Project

The Project is implemented by **Prague 5 Municipality District & People in Need** in the Czech Republic and Republic of Moldova, and it is funded by the European Union through the International Centre for Migration and Policy Development (ICMPD) by the Migration Partnership Facility (MPF).

The project started in 01 December 2024 and will last until 30 May 2027. Total duration of the project is 30 months.

The general and specific objectives of the project are the following:

2.1 Project General Objective

As per the Grant Contract, the overall objective of the project is to enhance local and regional migration management, ensuring the full integration of refugees and migrants into Moldovan and Czech societies through improved services, capacity building, and inclusive policies.

2.2 Project Specific Objectives

- Equip municipalities, ministries, and ATAS with the necessary know-how, resources, and training to increase efficiency and accessibility of services for migrants and refugees within the next two years.
- Increase access for migrants and refugees to protection and quality essential services in Moldovan municipalities by expanding service availability, enhancing outreach programs, and improving service delivery infrastructure over the next two years.

3. Project Communication & Visibility Plan

3.1 Communication Objectives

The following communication objectives will guide the implementation of the communication and visibility plan:

- Raise awareness about the project and its objectives among key stakeholders.
- Foster engagement among local public authorities, international partners, and communities.
- Promote best practices in migration management and social integration.
- Support the preparation and publicity efforts of the project.

3.2 Key messages

While the project implementation is guided by the overall objective in both countries, the key messages slightly differ because of the different target audiences and communication audiences.

Key messages:

1. Overall Message: Building inclusive communities by integrating refugees and migrants in cities and regions.

2. Long-term Impact Message: Enhancing skills and capabilities of institutions and stakeholders to empower migrants and refugees.
3. Progress Updates: Regular reports on milestones, activities, and successes.
4. Policy Strengthening: Cooperation with civil society and municipal-level reforms for improved migration management environment.

3.3 Target audience

1. Primary target audience:

- Primary Audiences: Local public authorities (LPAs), national governments (Moldova & Czech Republic), EU institutions.
- Secondary Audiences: Migrants, refugees, civil society organizations, local communities, media, general public.

3.4 Key messages by target audience

- **Local Public Authorities:** Importance of inclusive policies, capacity building, and best practices.
- **Migrants and Refugees:** Awareness of available services and rights.
- **General Public:** Benefits of migration and refugee integration.

3.5 Communication tools & channels

The communication and promotion of the project will take place through:

Planned communication tools:

- Press releases for key project milestones.
- Human-interest stories showcasing migrant and refugee integration experiences.
- Reports on best practices and government collaboration.
- Social media content (Facebook, Twitter, YouTube, Instagram, newsletters).
- Legal expert reviews for improving communication-related policy aspects.

Planned communication channels:

- Prague 5: website, social media; and eventually other communication channels according to the availability and budgetary possibilities of the project (e.g. Pětka - magazine of Prague 5, MUNIPOLIS - smart communication network/application)
- PIN HQ Website (English/Czech)
- PIN Moldova Website (Romanian/ English / Russian)
- Civic.md, local TV and radio stations (Romanian/ Russian)
- Online media platforms of LPAs (Romanian/ Russian)

3.6 Summary table - People in Need

Key Message	Target Group	Activity	Tool	Indicator	Timing	Key Message
Inclusive migration policies	Local Authorities	Workshops	Reports & case studies	Number of policies influenced	Q2-Q4 2024	Inclusive migration policies
Awareness of available services	Migrants & Refugees	Info campaigns	Social media, flyers	Reach & engagement	Continuous	Awareness of available services
General benefits of migration	Public & Media	Press outreach	Articles, interviews	Media coverage	Q1-Q4 2024	General benefits of migration
Strengthening municipal policies	Local Authorities, CSOs	Policy discussions	Consultation meetings	Number of policy improvements	Q1-Q4 2024	Strengthening municipal policies

Prague 5 Municipal District

P5 will ensure visibility and information sharing for the activities (A1.2.1, A1.2.2, A1.2.3, A1.2.4), suggested (not exclusive) list:

- 1 article on initiation of project/project information – via website, social media; 2Q 2025; length – 1,800 characters (1 standard page)
- 1 article on join opening conference (Activity 1.2.1) – via website, social media; Q2-Q3 2025; length – 3,600 characters (2 standard pages incl. photo-documentation)
- 1 article on release of the Best Practice Study (Activity 1.2.2) – via website, social media, Q3 2025 (estimate); length – max. 1,800 characters (1 standard page)
- 1 article on the exposure visit (Activity 1.2.3) – via website, social media, Q3-Q4 2025; length – 3,600 characters (1 standard page incl. photo-documentation)
- 1 article on the Closing Conference (Activity 1.2.4) – via website, social media, Q1-Q2 2027; 1,800 characters (1 standard page)
- 2 additional project updates agreed between P5 and PIN during the whole project duration – standard article through named P5 communication channels
- Collaboration on translation and design of the Best Practice Study (activity 1.2.2) with PIN

Based on the availability and budgetary possibilities of the project, other communication channels of Prague 5 may be used.

3.7 Visual identity

A dedicated visual identity will be developed for the project. This will allow for a coherent layout for the different dissemination materials and establish a clear project identity, in compliance with the ICMPD and European Commission visibility rules.

3.7.1 Project Title

The title of the project, with spelling and upper/lower case, should always be mentioned as follows:

- **Project title in English: Cities and Regions for All (CR4A): Full Integration of Refugees and Migrants in Urban and Rural Environments**
- **Project title in Czech: Města a regiony pro všechny (CR4A): plná integrace uprchlíků a migrantů do městského a venkovského prostředí v Moldavsku**
- **Project title in Romanian: Orașe și Regiuni pentru Toți (CR4A): Integrarea completă a refugiaților și migrantilor în mediul urban și rural**
- **Project title in Russian: Города и Регионы для Всех (CR4A): Полная интеграция беженцев и мигрантов в городскую и сельскую среду**
- **Project Logo:** To be used across all materials, following EU & ICMPD guidelines.
- **Use of Logos:** Project partners, EU, MPF, and ICMPD logos must be included in all communications.

3.7.3 Use of logos

The logo of the project as well as those of implementing partners, EU, ICMPD and MPF shall be used at all times, in all communication and visibility material. They are available in different formats (colors, b/w, grayscale etc.) here xx.

When displayed, the project logo should appear first, followed by those of the implementing partners, and then EU, MPF and ICMPD, specifying the role of each entity.

A Project logo disclaimer is shown below - TBC:



3.8 Other requirements

- All communication activities shall comply with the Grant Contract stipulations (General and Special Conditions) as well as with EU requirements available in this guide: https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en
- Any public notice, presentation or statement by the Beneficiary(ies) concerning the Action, including those given at conferences or seminars, shall specify that 'the project is co-funded by the European Union via the Migration Partnership Facility of ICMPD'.
- Depending on the type of communication material, the following disclaimers will be displayed, translated into the local language(s) where appropriate and accompanied by the relevant logos:

- *For publications in print or electronic format*
'This publication was produced with the financial support of the European Union, contracted by ICMPD through the Migration Partnership Facility. Its contents are the sole responsibility of <Coordinator/partner¹> and do not necessarily reflect the views of the European Union';
- *For project websites and social media accounts*
'This <website/account> was created and maintained with the financial support of the European Union, contracted by ICMPD through the Migration Partnership Facility. Its contents are the sole responsibility of <Coordinator/partner> and do not necessarily reflect the views of the European Union';
- *For videos and other audio-visual material regarding the project*
'This <video/film/programme/recording> was produced with the financial support of the European Union, contracted by ICMPD through the Migration Partnership Facility. Its contents are the sole responsibility of <Coordinator/partner> and do not necessarily reflect the views of the European Union.'
- *For any equipment purchased within the framework of the grant contract*
Please ensure stickers are placed on the equipment, with the following disclaimer and logos: 'This equipment has been purchased in the framework of a project co-funded by the European Union, contracted by ICMPD through the Migration Partnership Facility.'

3.19 Communication responsibilities and Focal Point

The responsibilities for the implementation of this plan are divided among the partners as per summary table under section 3.6.

The main contact person for communication & visibility on behalf of Prague 5 Municipality District:

- Radim Otépka; Vedoucí odboru, radim.otepka@praha5.cz

The main contact person for communication & visibility on behalf of People in Need Moldova:

- Dragutanu Irina, Communication & Advocacy manager e-mail: Irina.dragutanu@peopleinneed.net

¹ This information will be adapted to always mention the project Coordinator, as well as the specific Co-Beneficiaries directly involved in the activity, on a case-by-case basis.

PŘÍLOHA J

Komunikační plán

Města a regiony pro všechny (CR4A): Plná integrace uprchlíků a migrantů v městském a venkovském prostředí

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1. Účel tohoto dokumentu

Tento dokument popisuje, jak budou realizátoři projektu Města a regiony pro všechny (CR4A) provádět komunikační plán.

2. Informace o projektu

Projekt realizuje **Městská část Praha 5** ve spolupráci s organizací **Člověk v tísni** v České republice a Moldavsku a je financován Evropskou unií prostřednictvím Mezinárodního centra pro rozvoj migrace a politiky (ICMPD) z programu Migration Partnership Facility (MPF).

Projekt byl zahájen 1. prosince 2024 a potrvá do 30. května 2027. Celková doba trvání projektu je 30 měsíců.

Obecné a specifické cíle projektu jsou následující:

2.1 Obecný cíl projektu

Podle grantové smlouvy je celkovým cílem projektu zlepšit místní a regionální řízení migrace a zajistit plnou integraci uprchlíků a migrantů do moldavské společnosti prostřednictvím lepších služeb, budování kapacit a inkluzivních politik.

2.2 Specifické cíle projektu

- Vybavit obce, ministerstva a ATAS potřebným know-how, zdroji a školeními, aby se v příštích dvou letech zvýšila účinnost a dostupnost služeb pro migranty a uprchlíky.
- Zlepšit přístup migrantů a uprchlíků k ochraně a kvalitním základním službám v moldavských obcích rozšířením dostupnosti služeb, posílením terénních programů a zlepšením infrastruktury pro poskytování služeb v příštích dvou letech.

3. Plán komunikace a viditelnosti projektu

3.1 Komunikační cíle

Realizace Komunikačního plánu a zviditelnění se bude řídit následujícími komunikačními cíli:

- Zvyšování povědomí o projektu a jeho cílech mezi klíčovými zúčastněnými stranami;
- Podporovat zapojení místních veřejných orgánů, mezinárodních partnerů a komunit;
- Podporovat osvědčené postupy v oblasti řízení migrace a sociální integrace;
- Podporovat přípravu a propagaci projektu.

3.2 Klíčová sdělení

Ačkoli se realizace projektu v obou zemích řídí celkovým cílem, klíčová sdělení se mírně liší, protože se liší cílové skupiny a komunikační publikum.

Klíčová sdělení:

1. Celkové poselství: Budování inkluzivních komunit prostřednictvím integrace uprchlíků a migrantů ve městech a regionech.

2. Dlouhodobý dopad: Zlepšení dovedností a schopností institucí a zúčastněných stran s cílem posílit postavení migrantů a uprchlíků.
3. Aktualizace: Pravidelné zprávy o milnících, činnostech a úspěších.
4. Posilování legislativy: Spolupráce s občanskou společností a reformy na úrovni obcí pro zlepšení prostředí pro řízení migrace.

3.3 Cílová skupina

- Primární publikum: místní orgány veřejné správy, národní vlády (Moldavsko a Česká republika), instituce EU.
- Sekundární publikum: migranti, uprchlíci, organizace občanské společnosti, místní komunity, média, široká veřejnost.

3.4 Klíčová sdělení podle cílové skupiny

- **Místní veřejné orgány:** význam inkluzivních politik, budování kapacit a osvědčených postupů.
- **Migranti a uprchlíci:** informovanost o dostupných službách a právech.
- **Široká veřejnost:** přínosy migrace a integrace uprchlíků.

3.5 Komunikační nástroje a kanály

Komunikace a propagace projektu bude probíhat prostřednictvím:

Plánované komunikační nástroje:

- Tiskové zprávy ke klíčovým milníkům projektu.
- Lidské příběhy o zkušenostech s integrací migrantů a uprchlíků.
- Zprávy o osvědčených postupech a vládní spolupráci.
- Obsah sociálních médií (Facebook, Twitter, YouTube, Instagram, newslettery).
- Odborné právní posudky pro zlepšení aspektů komunikační politiky.

Plánované komunikační kanály:

- Praha 5: webové stránky, sociální sítě, případně další komunikační kanály podle dostupnosti a rozpočtových možností projektu (např. MUNIPOLIS, Pětka apod.)
- Webové stránky PIN HQ (anglicky/česky)
- Webové stránky PIN Moldova (rumunsky/anglicky/rusky)
- Civic.md, místní televizní a rozhlasové stanice (rumunština/ruština)
- Online mediální platformy místních samospráv (rumunština/ruština)

3.6 Souhrnná tabulka - Člověk v tísni

Klíčové sdělení	Cílová skupina	Aktivita	Nástroj	Indikátor	Časování	Klíčové sdělení
Inkluzivní migrační politiky	Místní úřady	Workshopy	Zprávy a případové studie	Počet ovlivněných politik	2.-4. ČTVRTLETÍ 2025	Inkluzivní migrační politiky
Informovanost o dostupných službách	Migranti a uprchlíci	Informační kampaně	Sociální média, letáky	Dosah a zapojení	Průběžné	Informovanost o dostupných službách
Obecné výhody migrace	Veřejnost a média	Oslovení novinářů	Články, rozhovory	Zprávy v médiích	1.-4. ČTVRTLETÍ 2025	Obecné výhody migrace
Posílení obecních politik	Místní orgány, organizace občanské společnosti	Politické diskuse	Konzultační schůzky	Počet zlepšení politiky	1.-4. ČTVRTLETÍ 2025	Posílení obecních politik

Městská část Praha 5

P5 zajistí viditelnost a sdílení informací pro činnosti (A1.2.1, A1.2.2, A1.2.3, A1.2.4), navrhovaný (ne exklusivní) odhad:

- 1 článek o zahájení projektu / informace o projektu – prostřednictvím webových stránek, sociálních médií; délka - 1 800 znaků (1 normostrana)
- 1 článek o účasti na zahajovací konferenci (aktivita 1.2.1) - prostřednictvím webových stránek, sociálních médií, 2.-3. čtvrtletí 2025; délka - 3 600 znaků (2 normostrany včetně fotodokumentace)
- 1 článek o vydání Studie osvědčených postupů (aktivita 1.2.2) - prostřednictvím webových stránek, sociálních médií; 3. čtvrtletí 2025 (odhad); délka - max. 1 800 znaků (1 normostrana)
- 1 článek o návštěvě expozice (aktivita 1.2.3) - prostřednictvím webových stránek, sociálních médií; 3.-4. čtvrtletí 2025; délka - 3 600 znaků (1 normostrana včetně fotodokumentace)
- 1 článek o závěrečné konferenci (aktivita 1.2.4) - prostřednictvím webových stránek, sociálních médií; 1.-2. čtvrtletí 2027; 1 800 znaků (1 normostrana)
- 2 dodatečné aktualizace projektu dohodnuté mezi P5 a PIN během celého trvání projektu – standardní článek prostřednictvím jmenovaných a dostupných komunikačních kanálů P5.
- Spolupráce na překladu a návrhu studie osvědčených postupů (aktivita 1.2.2) s PIN.

Na základě dostupnosti a rozpočtových možností projektu může být využito dalších komunikačních kanálů Prahy 5.

3.7 Vizuální identita

Pro projekt bude vytvořena speciální vizuální identita. To umožní jednotnou úpravu různých materiálů pro šíření informací a vytvoří jasnou identitu projektu v souladu s pravidly ICMPD a Evropské komise pro zviditelnění.

3.7.1 Název projektu

Název projektu s pravopisem a velkými/malými písmeny by měl být vždy uveden takto:

- **Název projektu v angličtině: Cities and Regions for All (CR4A): Full Integration of Refugees and Migrants in Urban and Rural Environments**
- **Název projektu v češtině: Města a regiony pro všechny (CR4A): plná integrace uprchlíků a migrantů do městského a venkovského prostředí v Moldavsku**
- **Název projektu v rumunštině: Orașe și Regiuni pentru Toți (CR4A): Integrarea completă a refugiaților și migranților în mediul urban și rural**
- **Název projektu v ruštině: Города и Регионы для Всех (CR4A): Полная интеграция беженцев и мигрант в городскую и сельскую среду**
- **Logo projektu:** Logo bude použito ve všech materiálech podle pokynů EU a ICMPD.
- **Používání log:** Ve všech sděleních musí být uvedena loga projektových partnerů, EU, MPF a ICMPD.

3.7.3 Použití loga

Logo projektu, jakož i logo partnerů projektu, EU, ICMPD a MPF musí být vždy použito ve všech komunikačních a propagačních materiálech. Jsou k dispozici v různých formátech (barvy, čb, odstíny šedi atd.) na vyžádání.

Při zobrazení by se mělo nejprve zobrazit logo projektu, poté logo prováděcích partnerů a poté logo EU, MPF a ICMPD s uvedením role každého subjektu.



3.8 Další požadavky

- Veškeré komunikační aktivity musí být v souladu s ustanoveními smlouvy o grantu (obecné a zvláštní podmínky) a také s požadavky EU, které jsou k dispozici v této příručce: https://ec.europa.eu/international-partnerships/comm-visibility-requirements_en.
- Veškerá veřejná oznámení, prezentace nebo prohlášení příjemce (příjemců) týkající se akce, včetně těch, která jsou přednesena na konferencích nebo seminářích, musí uvádět, že "projekt je spolufinancován Evropskou unií prostřednictvím Migration Partnership Facility a ICMPD".
- V závislosti na typu komunikačního materiálu se zobrazí následující prohlášení o vyloučení odpovědnosti, případně přeložené do místního jazyka (jazyků) a doplněná příslušnými logy:
 - *Pro publikace v tištěné nebo elektronické podobě*
"Tato publikace vznikla za finanční podpory Evropské unie, kterou ICMPD získala prostřednictvím nástroje Migration Partnership Facility. Za její obsah nese výhradní odpovědnost <koordinátor/partner¹> a nemusí nutně odrážet názory Evropské unie."

¹ Tyto informace budou upraveny tak, aby byl vždy uveden koordinátor projektu a konkrétní spolupříjemci, kteří se na činnosti přímo podílejí, a to případ od případu.

- *Pro webové stránky projektu a účty na sociálních sítích*
"Tyto <webové stránky/účet> byly vytvořeny a spravovány s finanční podporou Evropské unie, kterou ICMPD získala prostřednictvím nástroje Migration Partnership Facility. Za její obsah nese výhradní odpovědnost <koordinátor/partner> a nemusí nutně odrážet názory Evropské unie.";
- *Videa a další audiovizuální materiály týkající se projektu*
"Toto <video/film/program/nahrávka> vzniklo za finanční podpory Evropské unie, kterou ICMPD získala prostřednictvím nástroje Migration Partnership Facility. Za jeho obsah nese výhradní odpovědnost <koordinátor/partner> a nemusí nutně odrážet názory Evropské unie.
- *Pro veškeré vybavení zakoupené v rámci grantové*
Zajistěte, aby byly na zařízení umístěny nálepky s následujícím prohlášením o vyloučení odpovědnosti a logy: Toto vybavení bylo zakoupeno v rámci projektu spolufinancovaného Evropskou unií, který získala ICMPD prostřednictvím nástroje Migration Partnership Facility.

3.19 Komunikační povinnosti a kontaktní místo

Odpovědnost za provádění tohoto plánu je rozdělena mezi partnery podle souhrnné tabulky v oddíle 3.6.

Hlavní kontaktní osoba pro komunikaci a zviditelnění za Městskou část Praha 5:

- Radim Otépka; Vedoucí odboru, radim.otepka@praha5.cz

Hlavní kontaktní osoba pro komunikaci a zviditelnění jménem společnosti Člověk v tísni v Moldavsku:

- Dragutanu Irina, manažerka komunikace a propagace e-mail: Irina.dragutanu@peopleinneed.net