

Project funding Agreement between

The Swedish Association for Sexuality Education (hereinafter, “RFSU”)

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and

Civil Society Foundation, hereinafter, CSF or “the Partner Organisation”

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within

RFSU Civil Society Partnership Programme for Sexual and Reproductive Health and Rights (SRHR)

Intervention name	<i>Strengthening Equality Coalition: Building Resilient Agents of Change and Opinion Leaders (SECURE)</i>
Implementation period	1 January 2025- 31 December 2027
Budget	1 200 000 SEK

List of annexes:

Annex 1 Application

Annex 2 Budget

Annex 3 RFSU's Child Protection Policy, reference document for international partnerships

Annex 4 RFSU's Terms of Reference for Project Audit

The parties hereto agree as follows:

Definitions

Agreement:	Consists of this document and the annexes, which shall be considered an integral part of the Agreement.
Intervention:	A set of activities that over time lead to certain results.
Joint action areas:	These are RFSU funded platforms/projects for partner organisations to RFSU to engage in. Participation is voluntary.
Parties:	For the purpose of this Agreement, the parties are RFSU and CSF, represented by all natural or legal persons vested with the capacity to represent or act on behalf of the respective Party, to the fullest extent possible within the scope provided by this Agreement.
Partner organisation:	An organisation that RFSU has an established cooperation with.

1 General principles guiding the Partnership

This Agreement shall be guided by the following principles, and both parties adhere to the following principles:

1.1 Independence

A good partnership relies on the recognition and respect of each organisation's independence, integrity, and dissimilarities. RFSU acknowledges that power imbalances between a donor and a recipient can limit independence and autonomy. RFSU aims to address the multi-levels of power imbalances that exist through transparency, predictability, flexible funding, and supporting the priorities of the partner. RFSU will also invest time in understanding partners' contexts. Both parties aim to address existing power imbalances by engaging in dialogue, and building a relationship of trust.

1.2 Mutual accountability

Accountability rests on transparency in terms of the vision, values, and procedures of the organisations, and clarity in terms of roles and responsibilities. RFSU will aim to clearly communicate the relevant decision-making processes throughout the partnership. Both parties aim to have open and honest communication and a willingness to engage in dialogue in case of disagreement.

1.3 Mutual learning

Agree that best practices and challenges should be included in the learning process, meetings, evaluations and debriefings between the parties. RFSU will aim to clearly communicate how the learnings are being used within the organisation. Each party will be open to self-reflection and suggestions from the other party and encourage creativity and the sharing of ideas.

1.4 Mutual perspectives

Agree to work towards developing capacity to integrate and implement intersectional feminist perspectives, a human rights based approach and conflict sensitivity in its work and where needed develop the capacity to do so. Such development shall be the content of structured dialogue between the parties, departing from the parties' organisational positions, strategies and contents on human rights, non-discrimination, intersectional feminism and gender equality, and using the most progressive international standards set out by the relevant United Nations Conventions, Bodies and Experts as the minimum theoretical reference.

1.5 Equitable partnerships and solidarity

RFSU will aim to work in solidarity with partners, sharing resources, spaces, skills and knowledge. The parties will aim to create a partnership based on shared values, mutual respect, trust, organisational autonomy, long-term accompaniment, and feminist intersectional solidarity.

2. Responsibilities of each party in relation to the Partnership and Intervention

2.1 RFSU and the Swedish International Development Cooperation Agency represented by the Embassy of Sweden in Tbilisi, Sida, have entered into an Agreement. RFSU's obligations under this agreement are conditional upon Sida making sufficient funds available to RFSU. If Sida does not provide adequate funding to RFSU, RFSU shall immediately be entitled to suspend all its activities and obligations included in this agreement. In particular, RFSU shall be immediately entitled to withhold, delay payment and/or reclaim repayment of unspent funds to the extent RFSU considers necessary.

2.2. As a contributor/donor, RFSU shall not bear any responsibility towards any third party with regard to this Agreement by CSF, or with regard to any activity or contract by CSF with the occasion of, or as a consequence of this Agreement or its implementation. As contributor/donor, RFSU shall not under any circumstances or for any reason be held liable for damage, injury or loss of income sustained by CSF or its staff or property as a direct or indirect consequence of the intervention. RFSU shall not accept any claim for compensation or increases in payment in connection with such damage, injury or loss of income.

2.3 In particular, RFSU agrees to:

- a) fund the implementation of the intervention up to a maximum total amount of 1 200 000 SEK, Swedish Krona, during the implementation period.
- b) invite CSF to participate in annual meetings at country level, to be convened by RFSU. These annual meetings shall provide a platform for joint analysis of progress and

context within key areas, share lessons learned and strategize ahead.

- c) invite CSF to participate in the RFSU joint action areas.
- d) act as a facilitator of structured dialogues with stakeholders relevant to the partner organisations and their interventions. RFSU shall use its advocacy capacity and access to information and networks, including the Swedish embassy where applicable, to facilitate partner organisations' participation in UN-negotiations and other relevant decision-making processes at national or global level.
- e) monitor compliance of this Agreement with a particular focus on the results achieved by CSF.
- f) inform CSF of instructions and guidelines well in advance and provide timely **feedback on work plans, budgets and reports**. RFSU undertakes to inform CSF of planned visits. Nevertheless, RFSU reserves the right to conduct unannounced spot-checks or reviews, as provided for by art. 5.5.

2.4 CSF shall implement the intervention under its own responsibility and in accordance with this Agreement. As such, CSF is solely and fully responsible for ensuring that the intervention is planned, administered, implemented, monitored and that reports are issued with due care, efficiency, transparency, and diligence, in accordance with all the terms of this Agreement. CSF cannot delegate any rights or obligations under this agreement to a third party, without prejudice of the specific provisions in article 10.

2.5 Further, CSF undertakes to:

- a) ensure that the contribution received from RFSU is properly accounted for and used exclusively to cover eligible costs that have been agreed upon as included in the approved Application, Annex 1, and Budget, Annex 2 and that has been generated during the implementation period.
- b) ensure that satisfactory planning, monitoring, and evaluating systems are in place as necessary for conducting its activity and, in particular, for implementing and reporting on the intervention, as required for fulfilling its obligations under this Agreement.
- c) make itself available to participate in the annual platform meeting, and individual meetings with RFSU, including for monitoring and learning purposes, and where possible be a part of joint projects together with RFSU.
- d) contact RFSU if there are delays in the implementation of the intervention or its deliverables, if there are difficulties within the organisation or in the intervention that jeopardise reaching the agreed objectives, and whether there are other intended changes in the intervention, the organisation or whether any other circumstances arise that prevent CSF from fulfilling the terms of the agreement.

- e) inform all staff members, consultants and other non-staff personnel, subsequent organisations and any third parties which are involved in activities funded by this Grant of [RFSU's whistleblower function](#). The reporting mechanism is available on RFSU's website, where complaints or suspicions of irregularities, fraud or corruption, incidents of safeguarding, abuse of power, discrimination or harassment, serious misconduct and other violations of human rights can be reported.
- f) Inform RFSU of any adjustments that affect the partner organization's legal personality as per article 12.2 a), c) and 12.3 i).

3. Financial contribution and disbursement plan

3.1 Under the condition that Sida shall make sufficient funds available as specified in Article 2, RFSU shall contribute up to a maximum total amount for the implementation period of SEK 1 200 000 that shall be allocated as follows:

Year	Total contribution	1st disbursement	2nd disbursement	3rd Disbursement
2025	400 000	160 000	120 000	120 000

Year	Total contribution	1st disbursement	2nd disbursement
2026	400 000	280 000	120 000
2027	400 000	280 000	120 000
Total	1 200 000		

3.2 The first disbursement may be requested by CSF after both parties have signed the agreement and shall be accompanied by a letter from the bank including an assurance regarding the following: bank account holder, bank account number, IBAN (if applicable), SWIFT/Bic-code, authorised signatories of the account and the currency of the account. Subsequent disbursements requests need to be accompanied by a new bank letter only if CSF has made any changes regarding any of the above-mentioned bank details.

3.3 2nd and 3rd Disbursements 2025:

- a) For CSF with an agreement with RFSU for 2024, the second disbursement for 2025 may be requested after the reporting for 2024 has been submitted in accordance with the terms of the previous agreement and the outgoing balance from 2024 has been established. RFSU will issue a debit note for any outgoing balance and deduct this from the second disbursement for 2025.

- b) Any subsequent disbursements may be requested when more than 70% of previously disbursed funding has been spent. Requests shall be supported by a financial report, presented in accordance with the budget format, showing the approved budget, income received, expenditure and outgoing balance. Conditions for subsequent disbursements are that the terms of this agreement are followed.

Disbursements 2026 and 2027:

- c) The first disbursement for 2026 and 2027 may be requested when more than 70% of funding disbursed in previous year has been spent. Requests shall be supported by an unaudited financial report, presented in accordance with the budget format, showing the approved budget, income received, expenditure and outgoing balance. Conditions for a disbursement are that the terms of this agreement are followed.
- d) The second disbursement may be requested when:
- i) The annual reporting and audit from previous year has been submitted and approved by RFSU
 - ii) A revised budget for the current year including any balances from previous year¹ has been submitted and approved by RFSU
 - iii) CSF has spent more than 70% of previously disbursed funding. The requests shall be supported by a financial report, presented in accordance with the budget format, showing the approved budget, income received, expenditure and outgoing balance.

Conditions for any disbursement are that the terms of this agreement are followed.

3.4 If a part of the annual contribution is not requested by CSF before the **15th of October**, CSF shall update RFSU on the current grant balance and implementation situation, in accordance with 12.2 b). In order to effectuate a payment within the implementing year, the disbursement request needs to arrive at RFSU no later than **1st of December**. For 2027 the disbursement request needs to arrive before **17th November**.

3.5 A disbursement request shall contain the following:

- The word “Requisition” in the heading
- Requisition number (year+number, ex 2025:01)
- Amount requested in SEK
- Date of request
- Due date (30 days after date of request)
- CSF’s name and address
- Currency of bank account
- Name of bank, Bank account holder, Bank account number, IBAN (if applicable) and SWIFT code
- Signature and name clarification of one of the organisation’s authorised signatories

¹ If applicable. A revised budget is required if the outgoing balance from previous years 2025 (including interest and exchange gains) is exceeding SEK 5000 or equivalent in local currency. Amounts under SEK 5000 can be used within existing planned activities in the latest approved budget.

3.6 RFSU shall disburse the funding within 30 days of receiving the request, under the condition that the requisition is complete and the terms of the agreement have been complied with.

3.7 When the disbursement has been received, CSF shall immediately acknowledge the receipt of the funds in writing to RFSU, including a bank statement or equivalent. The statement shall include the amount in the received currency as well as the equivalent amount credited in local currency.

4. Planning and Reporting

CSF shall provide the following reporting to RFSU in English.

4.1 The CSF shall submit at the latest by **29th of August 2025** a **revised narrative application and budget** for the intervention, covering the implementation period 1 January 2026 to 31 December 2027. The revised budget shall only be valid upon written approval from RFSU.

4.2 CSF shall submit the following to RFSU:

- a) An updated **budget** for the upcoming year by **1 November** every year in 2025 and 2026.
- b) An **annual programme report**, covering the period 1st of January to 31st of December, shall be submitted to RFSU no later than **28th of February of 2026** and **28th of February of 2027**. Required information will also be gathered at meetings throughout the year, complementing the reporting process and ensuring a holistic understanding of your work. The report shall follow the guidelines shared by RFSU in November of 2025 and 2026.
- c) A **final report** for the Activity Period, substituting the annual report for the final year, shall be submitted to RFSU no later than **28th of February 2028** after the end of the Activity period. The report shall follow the guidelines shared by RFSU in November of 2027.

4.3 The **project audit**, which includes the annual audited financial report for the intervention covering the period from 1st of January to 31st of December, shall be submitted to RFSU no later than **28th of February 2026, 2027 and 2028**. The project audit shall include the audited financial statements for the intervention, the Independent Auditor's Report, the ISRS 4400 assignment, Management Letter and Management Response covered in article 5 and Annex 4.

The financial statements shall include:

- a) A comparison of the actual costs/expenditure of the activities for the current reporting period with the budgeted costs/expenditure for the same period and in the same format as the approved budget.
- b) The received amount in local currency
- c) Exchange gains or losses
- d) Accrued interest

- e) Outgoing balance
- f) Accounting principles
- g) A list of capital equipment purchased with RFSU funding, including equipment purchased with RFSU funding under previous agreement periods. The list shall include information on purchase year, price, depreciation and net value.
- h) Signature, or a signed Statement of Management's Responsibility, by the Chairperson of the Board or Executive Director.

4.4 If the audited financial report establishes an outgoing balance, including exchange gains and interest, those shall be repaid to RFSU in accordance with article 15.

5. Audit and control measures

5.1 CSF is responsible for auditing the grant in accordance with this article, RFSU's Term of Reference (ToR) for project audit Annex 4 and article 4.3. CSF shall ensure that the ToR is included in the Engagement Letter to the auditor. The reporting shall include:

- a) an Independent Auditor's Report, where the auditor express an audit opinion on whether the financial report is in accordance with CSFs accounting records and RFSU's requirements for financial reporting
- b) a Report on Factual Findings based on the ISRS 4400 assignment included in the ToR
- c) a Management Letter; contain both material and other observations that emerged during the audit process, and recommendations to address them. The Management Letter must contain a follow-up of previous year's observations, what measures have been taken and whether these measures have been adequate to address them.

5.2 CSF shall submit a Management Response to the auditor's recommendations in the Management Letter. The Management Response shall include a time-bound action plan and the responsible function at CSF.

5.3 The audit shall be carried out in accordance with international standards issued by the International Auditing and Assurance Standards Board (IAASB). The cost of the audit shall be paid by CSF and be included in the intervention's budget. RFSU reserves the right to update or change the ToR for the project audit during the agreement period and shall then inform CSF in a timely manner, at least one (1) month before the end of the concerned implementation year.

5.4 The audit shall be carried out by an external, independent and qualified auditor. The appointed auditor can be assigned to conduct the audit for a maximum of seven years. CSF shall notify RFSU of the choice of auditor and at any time CSF assigns a new auditor. RFSU reserves the right to request a change of auditor if the reporting does not sufficiently comply with the Terms of Reference, or if there are reasons to doubt the auditor's independence or professionalism.

5.5 CSF shall cooperate and assist RFSU, Sida or the Swedish National Audit Office in the performance of any additional control measures such as audits, reviews, evaluations, field visits, or follow-up activities related to the project/core activities that RFSU or Sida may

request. Any such request should be communicated to CSF, but RFSU and Sida reserve the right to make unannounced spot-checks or reviews. The costs of additional review shall be borne by RFSU or Sida.

5.6 CSF shall facilitate such control measures by providing all information and documentation necessary to carry out the relevant initiative, as well as ensuring unrestricted access to any premises, records, goods, and documents requested. Documents and records must be easily accessible and filed to facilitate their examination. The right and obligations to perform additional control measures remain in force for 7 years following the expiry or termination of the Agreement.

5.7 RFSU may request CSF to submit the annual report/audit² for the legal entity, financial statements, or list of donors for the whole legal entity. CSF shall then submit the latest available information within two weeks.

6. Financial management

6.1 The funds shall be kept in a bank account, which should be signed by two persons jointly. CSF undertakes to inform RFSU of any changes to board members or authorised signatories within two weeks from the date the change took place.

6.2 Income and expenses must be able to be identified and verified, either by keeping a separate bank account or by ensuring that income and expenses can easily be identified and derived to and from the organisation's accounts and bookkeeping system. The bookkeeping shall be updated at least on a monthly basis. Reconciliations of bank accounts and cash shall be made monthly and be documented.

6.3 Salary costs included in the intervention must be systematically registered in the bookkeeping during the whole implementation period and must be verifiable with supporting documentation.

6.4 It is the responsibility of each party to follow national accounting policies and regulations as well as tax regulations, to keep accounting records, and to ensure that all costs are verified with supporting documents such as receipts, invoices, and other relevant documents.

6.5 Eligible costs are costs incurred by CSF which are accounted for and documented in accordance with article 6.2-6.4 and meet the following criteria:

- a) They are incurred during the implementation period.
Costs for services shall relate to activities performed within the implementation period and costs for supplies shall relate to delivered and installed goods during the implementation period. Costs incurred shall be paid before the annual audit commences. An exception is permitted for the cost of audit which may incur and be paid after the implementation period and the audit has been completed.
- b) They must be included in the approved budget.

² Those audited financial statements of the whole organisation may also be called Global Audit, Institutional Audit, Statutory Audit or similar.

- c) They must be necessary for the implementation of the activities.
- d) Salary costs included in the intervention must be recorded throughout the duration of the implementation period in a systemised way and verified by supporting documentation.
- e) They must be reasonable, justified, and comply with requirements of sound financial management, in particular regarding economy and efficiency.

6.6 The following costs shall not be considered eligible for financing under this agreement:

- a) Debts, and debt service charges (interest).
- b) Provisions for losses or potential future liabilities.
- c) Items already financed from another agreement with another financing agency.
- d) Purchases or construction of real estate (property or buildings).
- e) Credits to third parties.
- f) Travel costs for business or first class.
- g) Extra allowances, such as sitting allowances, or equivalent in order to finance allowances for participating staff/invited speakers/participants of workshops for already paid staff.
- h) The build-up of reserves.

6.7 All documents relevant to the intervention, including bookkeeping and supporting verifications, shall be kept for seven years after the end of the implementation period and be stored in a secure and orderly manner.

6.8 Funding is granted in SEK. Exchange losses shall not be covered by RFSU and any exchange losses that occur need to be managed within the intervention. If exchange rate fluctuations decrease the value of the grant to such an extent that this will have consequences for the implementation, CSF shall inform RFSU as soon as possible. Exchange gains and interest should be included in the annual financial reporting.

6.9 Substantial changes in the implementation of the intervention that have significant budgetary consequences require prior approval in writing from RFSU. A significant budgetary consequence is defined as:

- a) Adding or removing any budget posts, such as activities, staff, capital equipment or administration costs.
- b) A change which adds or subtracts more than 25% of funds from one subtotal to another subtotal.

Other changes in implementation or agreed objectives should be communicated to RFSU in accordance with Article 2.5.

7. Corruption and other irregularities

7.1 CSF and RFSU shall work actively to prevent corruption and other irregularities within and related to the intervention or within the organisations. This obligation applies to all staff members, consultants and other non-staff personnel and third parties.

7.2 Corruption and other irregularities refers to all kinds of:

- a) Corruption, including bribery, nepotism, illegal gratuities or other forms of abuse of trust, power and position for improper gain.
- b) Misappropriation of cash, inventory and all other kinds of assets.
- c) Financial and non-financial fraudulent statements.
- d) Conflict of interest; referring to any situation where the impartial and objective exercise of the functions of anyone acting on behalf of CSF is, or may be, compromised for reasons involving family, personal life, political or national affinity, economic interest or any other connection or shared interest with another person.
- e) All other use of funds which is not in accordance with the work plan and Budget.

7.3 CSF and RFSU shall:

- a) Take the risk of corruption and other irregularities into account when planning and implementing the Project/Core Activities and identify key risks and risk mitigation measures. If a significant risk of corruption and other irregularities is identified, risk mitigation measures shall be adopted to reduce the identified risk.
- b) Organise its operations and internal control systems in a way that corruption and other irregularities are prevented, managed and detected.
- c) Do its utmost to prevent and stop corruption and other irregularities within and related to the intervention.
- d) Require that all staff involved in, and any consultants, suppliers and contractors financed under the intervention refrain from corruption and other irregularities.
- e) Take all necessary measures to prevent or end any conflict of interest situation that may arise as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Each party shall ensure that its staff, including its management, are not placed in a situation which could give rise to a conflict of interest.

7.4 CSF undertakes to investigate the presence of corruption and other irregularities, to identify and take swift action, including legal action, against persons whom there are reasons to suspect of corruption or other irregularities.

7.5 CSF shall immediately inform RFSU about any indication of corruption or other irregularities related to this agreement as well as any other allegations within the organisation or other irregularities not directly linked to this agreement but of impact to the partnership with RFSU. CSF shall continuously thereafter consult with RFSU on the further handling of the matter. When the matter has been concluded, CSF shall submit a final report regarding the suspected corruption and other irregularities to RFSU. RFSU reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

7.6 Any staff member, consultant and other non-staff personnel, subsequent organisations and any third parties which are involved in activities funded by this Grant can report corruption or other irregularities directly to RFSU or by using [RFSU's whistleblower function](#), available on RFSU's website.

8. Discrimination, Sexual exploitation, abuse and harassment (SEAH) and Child Protection

8.1 RFSU and CSF are firmly committed to actively prevent and respond to discrimination, sexual exploitation, sexual abuse and sexual harassment (SEAH) and the protection of Children. This obligation applies to all staff members, consultants and other non-staff personnel, subsequent organisations and any third parties which are involved in activities funded by this Grant.

8.2 For the purpose of this agreement, the following definitions apply:

- a) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- b) Sexual abuse: The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- c) Sexual harassment: Any form of unwanted verbal, non-verbal or physical conduct of a sexual nature with the purpose or effect of violating the dignity of a person.
- d) Child Abuse: is considered to be any form of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial or other exploitation of a child and includes any action that results in actual or potential harm to a child. Child abuse may be a deliberate act or it may be failing to act to prevent harm.
- e) Discrimination: Failure to respect and treat any individual or group on the basis of gender, gender identity, gender expression, age, ethnic background, religion, sexual orientation or identity, disability or any other ground.

8.3 For the purposes of this agreement, Child Protection includes the responsibilities, as well as the preventive and responsive measures that CSF undertakes to protect children, young persons and vulnerable adults, ensuring that no child, young persons and vulnerable adults is subject to abuse or discrimination as a result of their contact or association with CSF, its staff or any of its representatives. The parties shall commit themselves to promoting and working towards Child Protection, using RFSU's Child Protection Policy as minimum standards (annex 3), throughout the implementation of this Agreement.

8.5 When CSF becomes aware of suspicions or complaints of discrimination, SEAH or child abuse, CSF shall take swift action to stop harm occurring, and immediately initiate an investigation using a *survivor centred approach* taking into consideration the survivors dignity, experiences, wishes, needs, rights and ensure they are placed at the centre of the investigation. Report to relevant authorities when the matter is considered to be a criminal act.

8.6 CSF shall immediately inform RFSU of any allegations of discrimination, SEAH or child abuse credible enough to warrant an investigation related to this agreement as well as any other allegations within the organisation or other allegations not directly linked to this agreement but of impact to the partnership with RFSU.

The reporting will be made without compromising the safety and due process rights of any concerned person. RFSU reserves the right to verify that the measures taken are appropriate and may require additional measures to be taken if necessary.

8.7 Any staff member, consultant and other non-staff personnel, subsequent organisations and any third parties which are involved in activities funded by this Grant can report discrimination, SEAH and Child abuse directly to RFSU or by using [RFSU's whistleblower function](#), available on RFSU's website.

9. Procurement and Ownership of Assets

9.1 Procurement of goods and services shall be carried out according to good procurement practices, including the principles of non-discrimination, equal treatment, transparency (openness and predictability), proportionality, mutual recognition and in a business-like manner, including an objective treatment of quotations and tenderers so that competition on equal terms can be achieved.

9.2 Procurement within the intervention shall be carried out by CSF in accordance with this agreement and CSF's own written regulations, as approved by CSF's management or board, and shared with RFSU. If CSF does not have a procurement policy or if it is not approved by RFSU, this agreement includes an annex with procurement regulations to be followed, see list of annexes. Any changes in the CSF's procurement policy shall be communicated to RFSU within two weeks following approval by CSF's management or board.

9.3 Capital equipment in this agreement refers to any equipment, vehicle or other asset with a value exceeding SEK 10 000. RFSU can under certain circumstances approve purchase of capital equipment, provided that such investments are not the main purpose of the intervention. Included capital equipment shall be clearly linked to the objectives of the intervention and be included and identifiable in the approved budget.

9.4 Capital equipment shall be registered and marked in a way that makes it easy to match the items to an asset register. A list of the capital equipment shall be included in the annual reporting in accordance with the requirements in Article 4.4.

9.5 Should CSF wish to sell any capital equipment, prior written approval from RFSU must be obtained. RFSU is entitled to decide whether the income from sales shall remain in the intervention or be refunded to RFSU. The Partner organisation cannot retain for itself any income from sales of capital equipment.

9.6 Capital equipment shall remain with CSF following the end of the implementation period. At the end of the activity period the parties shall establish a deed of transfer of ownership for

the equipment. RFSU reserves the right to modify this provision in the cases foreseen in article 12.

9.7 CSF is responsible for documenting procurement processes, decisions, and purchases of capital equipment. RFSU or Sida may carry out an inspection or review of procurements or purchases of capital equipment. CSF shall provide RFSU or Sida with all necessary documentation related to procurement and capital equipment.

9.8 Ownership of, and intellectual and industrial property rights to the results, reports and other documents or productions of any kind created through the contribution shall belong and remain the property of CSF. That notwithstanding, CSF grants RFSU or Sida non-exclusive and royalty-free licence to use (including by third parties on RFSU and/or Sida's behalf) such results, reports and other documents at its own discretion, and in particular to store, modify, translate, display, reproduce by any technical procedure, publish or communicate by any medium. CSF shall ensure that it has (i) all rights required for RFSU or Sida's aforementioned licence and (ii) all rights to use any pre-existing intellectual property rights necessary to implement this Agreement.

10. Forwarding of funds to subsequent organisations

10.1 Funding intended to be transferred by CSF to a subsequent organisation must be clearly indicated in the application and specified for each subsequent organisation in the budget and financial reporting. CSF shall sign an agreement between CSF and the subsequent organisation/s that complies with the terms and conditions of this agreement, including the para 1 on General Principles guiding the Partnership where the organisations forwarding grants is expected to take on the same responsibility as stipulated by RFSU in the General Principles in relation to the subsequent organisation.

Furthermore, the agreement shall explicitly include the provisions of article 6, 7, 8, 12 and 13 and the ToR for Project Audit.

10.2 If a subsequent organisation intends to subgrant to another organisation, a written approval is required from RFSU before signing an agreement and transferring funds to the intended organisation. The conditions and terms of this agreement for forwarding of funds to subsequent organisations apply, including an audit in accordance with the ToR for Project Audit.

10.3 It is the responsibility of CSF to assess the subsequent organisation's internal controls, systems and processes and ensure that any subsequent organisation has the necessary competence and internal procedures to meet the requirements of the Agreement. CSF is furthermore responsible for assessing and following-up narrative, financial and audit reports from the subsequent organisation and ensure that the intervention by the subsequent organisation is audited to the same standards as this agreement and the annexed ToR for audit requires. These assessments shall be shared with RFSU upon request and shall determine the reliability and integrity of the subsequent partners financial controls, systems and processes

and the compliance with the agreement entered into between CSF and the subsequent organisation.

10.4 CSF shall transfer funds to subsequent organisations through the bank system based on a liquidity need by the subsequent organisation and to a bank account where the endorsement of at least two persons is needed in order to effect withdrawals.

10.5 At any indication of corruption or irregularities within the subsequent organisation, or its failure to comply with the obligations regarding restrictive measures (article 13) CSF shall immediately inform RFSU about the situation and on the action planned, as provided for under Article 7.

10.6 CSF shall cooperate and assist RFSU, Sida or the Swedish National Audit Office in the performance of any reviews or audits at subsequent organisations that RFSU or Sida may request.

10.7 CSF shall be entitled to claim repayment of the grant from the subsequent organisation in the same instances and to the same extent that RFSU is entitled to claim repayment from CSF and to exercise all other rights that RFSU may exercise towards CSF hereunder.

10.8 If the grant to a subsequent organisation has financed capital equipment, vehicles or other assets with a purchasing value exceeding SEK 50 000, RFSU shall be notified at least two months prior to the end of the implementation period of the value of assets and in agreement with CSF shall decide whether the assets are to be transferred to the subsequent organisation. A deed of transfer shall be established between CSF and the subsequent organisation and a copy shall be submitted to RFSU.

11. Visibility and information

11.1 CSF shall ensure it has all required authorisations from every natural, recognizable person prior to using images where they are depicted in a photograph or film. Such authorisation shall not be required in the case of photographs taken or films shot in public places where random members of the public are identifiable only hypothetically and to public persons or servants acting in their public capacities. In the case of children and other vulnerable individuals, such authorisation shall be obtained from their legal guardian.

11.2 When referring to activities, fully or partly financed in accordance with the Agreement, CSF can choose to recognise and make public, as appropriate, that the activities are financed through Swedish development assistance and RFSU.

11.3 CSF shall not use “Sida”, “Sweden” and/or “RFSU” in any way that could be prejudicial or entail damage to Sida and/or RFSU, including but not limited to, political inconvenience in using Sida’s or RFSU’s institutional name and/or symbols as well as using Sida’s or RFSU’s would jeopardise the implementation of the intervention or the safety of staff involved in, and consultants, suppliers or contractors financed under, the intervention.

11.4 RFSU and CSF may, through bilateral dialogue, agree on general cases where the names of “RFSU”, “Sida” and/or “Sweden”, logotypes and/or institutional images are suitable to be used in the production of information materials and in connection with information activities related to this Agreement. In other cases, CSF must consult with RFSU and obtain RFSU’s prior approval. The production of such materials is fully the responsibility of CSF and the liability of the contents lies with the publisher, and in no case with Sida or RFSU.

11.5 The breach by CSF of the provisions concerning Visibility and information shall give RFSU the right to apply article 12 as deemed necessary by RFSU, without prejudice of any additional rights entitled to RFSU and/or Sida by applicable legal frameworks, as relevant.

11.6 RFSU is required by RFSU’s agreement with Sida to submit information on RFSU’s partnerships to the public [CSO database](#). If CSF due to concerns of safety or security would see a need for information to be removed or altered, a request can be made to RFSU. RFSU will address this with Sida, however RFSU cannot make guarantees that data can be altered or removed.

12. Breach of the agreement

12.1 If CSF fails to fulfil its obligations under this Agreement and/or if there is suspicion of corruption and other irregularities as referenced in article 7, 8 and 13, RFSU may suspend disbursement of all or parts of the Grant and/or claim repayment of all or parts of the Grant. RFSU also has the right to terminate the Agreement with immediate effect without paying compensation of any kind where the CSF fails, without justification, to fulfil any of the obligations and, after being given notice by letter to comply with those obligations, still fails to do so or to furnish a satisfactory explanation within 30 days of the sending of the letter.

12.2 In addition to 12.1, RFSU have the right to suspend, terminate or reduce disbursements when:

- a) CSF fails to provide timely and satisfactory response to RFSU’s communications or requirements of information. For this purpose, a timely response shall be understood as a satisfactory reply to RFSU’s requirements of information within ten (10) working days, unless RFSU has set a different specific deadline.
- b) CSF is not eligible to request the agreed full annual contribution in accordance with 3.3 and 3.4 or when, at any point of the implementation period, there are significant unspent balances compared to work plan and budget. In such a case, RFSU shall reserve the right to decide whether unrequested funds or balances shall be reduced from the CSF Grant. When assessing whether to reduce funding, RFSU shall take into consideration the size of the unspent/unrequested funds, the utilisation of funds during the full implementation period, reported delays by the organisation and the organisation’s plan for the rest of the implementation period.
- c) RFSU assesses that significant new conditions or circumstances have arisen or changes have taken place that gives reason for RFSU to reconsider continued support for the intervention.

- d) RFSU's back-donor Sida reduce the grant to RFSU, delay disbursements to RFSU or terminate the Agreement with RFSU.

12.3 Material breach of the Agreement shall include, without limitation, the following situations:

- a) All or part of the Grant has not been used in accordance with the Agreement and/or approved Budget.
- b) CSF has made false or incomplete statements to obtain the Grant.
- c) The use of the Grant has not been satisfactorily accounted for.
- d) CSF has, after having been granted an extended deadline, failed to provide the agreed reports, or has knowingly provided reports that do not reflect reality.
- e) Corruption and other irregularities, grave professional misconduct, money laundering, failure to comply with the obligations regarding restrictive measures or illegal activity of any form have taken place within CSF or subsequent organisations.
- f) CSF has failed to inform RFSU of indications of corruption and other irregularities or its failure to comply with the obligations regarding restrictive measures in accordance with Article 7 and 13.
- g) The failure of CSF to take preventive measures against sexual exploitation, sexual abuse, sexual harassment, discrimination or child abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation, sexual abuse sexual harassment, discrimination or child abuse has occurred in accordance with Article 8.
- h) CSF has not fulfilled labour law-related obligations, including but not limited to the payment of social security contributions, or in the case CSF has failed to pay taxes according to the applicable national regulations.
- i) CSF has changed legal personality, or significantly changed its statutes or internal regulations in a way that is relevant for the intervention and/or this Agreement, without prior notification to RFSU.
- j) The CSF is bankrupt, being wound up or is having its affairs administered by the courts or any similar or corresponding authorities in accordance with applicable regulations. RFSU may decide not to terminate the Agreement with CSF if the conducted criminal prosecution or legal proceedings against CSF is a direct and exclusive consequence of a breach of internationally recognised human rights entitled to CSF, its members or its beneficiaries, because of CSF's engagement with human rights-related activities. In such cases, RFSU reserves itself the right to request information on the matter prior to making the decision to terminate or not this Agreement subject to any similar or corresponding procedure provided for under national legislation.
- k) CSF denies or hampers RFSU, Sida or any firm contracted by RFSU or Sida from conducting a review or audit.

12.4 CSF shall inform RFSU immediately of any circumstances that may indicate or lead to a breach of Agreement, and shall provide RFSU with any information or documentation it may reasonably require in order to determine if a breach of the Agreement has occurred.

12.5 RFSU shall be entitled when claiming repayment to include any interest, or any other

financial gain, obtained as a result of CSF failing to fulfil its obligations under this Agreement and/or if there is suspicion of corruption and other irregularities or a failure to comply with the obligations regarding restrictive measures in article 13.

13 Respect for restrictive measures, EU Sanctions List

13.1 CSF is responsible for ensuring that no funds provided by RFSU shall be made available to, or for the benefit of, third parties designated by the European Union under its consolidated list of persons, groups and entities subject to financial sanctions (EU Sanctions List) as provided at www.sanctionsmap.eu.

13.2 CSF shall screen subsequent organisations, other organisations or suppliers CSF enters into a contractual relationship with and includes funding from the grant to ensure that the organisations or suppliers are not included in the EU Sanctions list. The screening shall be made prior to entering into a contractual relationship and be documented.

13.3 If, during the course of this Agreement, the CSF discovers that any Grant funds have been made available to, or for the benefit of, any persons, groups or entities who fall under the scope of the EU Sanctions List, it must inform RFSU immediately. CSF shall provide RFSU with an account of all the known facts and shall continuously thereafter consult with RFSU on the further handling of the matter to jointly determine remedial measures in accordance with their respective applicable legal frameworks.

14 Termination of Agreement

14.1 Each party has the right to terminate this agreement upon a written notice. The implementation period shall end two (2) months after the date of the notice of termination. If the agreement has been terminated on grounds stated in article 12.1 or 12.3 or article 13, RFSU has the right to terminate the Agreement with immediate effect.

14.2 During the two months period of concluding the intervention, CSF shall use its best efforts to minimise its costs and expenses and may only use the Grant to cover commitments that have been established before the date of the notice of termination. If the intervention cannot continue without the Grant, CSF shall use these two months to discontinue or scale down the intervention promptly and in an orderly and financially sound manner. CSF shall propose a plan and a budget for these activities for RFSU's approval.

14.3 If the agreement is terminated, CSF shall provide RFSU with a final narrative and audited financial report no later than two months following the end of the implementation period.

15 Repayment of funds

15.1 At the end of the implementation period, any unused funds shall be repaid to RFSU as soon as possible and at the latest within 15 days of RFSU issuing a written notice to CSF. The

repayment shall include interest income, exchange gains and other financial gains accrued on the Grant and be paid to the bank account stated in the written notice.

15.2 CSF is responsible for ensuring that any forwarded funds to subsequent partners that remain unused at the end of the implementation period will be part of the balance that shall be repaid to RFSU.

16. Validity and amendments

16.1 This Agreement is valid from the date when the last of the parties signed the Agreement and until five months following finalisation of the Implementation Period or to a later date when any outstanding repayment or reporting to RFSU has been completed. All obligations of CSF pursuant to this Agreement shall continue unimpaired until the return of any remaining funds to RFSU and the fulfilment of CSF's reporting obligations under this Agreement, at which time this Agreement shall automatically expire. The latter without prejudice to CSF's continued obligations under article 6.7, concerning preserving and ensuring accessibility to documents and records concerning the performance of CSF and/or the implementation of the intervention governed by this Agreement.

16.2 This Agreement including the annexes thereto may be amended. Any such amendment must be agreed upon in writing between the Parties and shall, after being formally adopted, become an integral part of the Agreement.

17. Contact

17.1 All information, questions, submission of required information and other communications between RFSU and CSF for the purpose of this agreement shall be directed towards, and considered duly given, if sent by email to the Contacts given for the parties at page 1.

17.2 Each party may change the contact persons and addresses upon written notice to the other party.

18. Interpretation of the Agreement and Disputes

18.1 The rights and obligations of the parties in this Agreement shall be interpreted and applied in accordance with the provisions hereby agreed upon.

18.2. In the event of conflict between the provisions of this Agreement and any Annex thereto, the provisions of this Agreement shall take precedence.

18.3. The parties undertake to work in mutual cooperation, and to solve any problems or disputes that may arise during the course of their collaboration using open dialogue and respecting each other's points of view. Nevertheless, any dispute, controversy or claim arising out of/or in connection to this Agreement that cannot be settled amicably shall be resolved by a Swedish court applying Swedish law without regard to any eventual regulation on conflicts of law.

18.4 RFSU reserves the right to compel CSF to appear and act as intervening party to any judicial or extrajudicial dispute resolution proceeding in which RFSU acts as a party (in whatsoever capacity), insofar as the object of said proceeding concerns the implementation of the Intervention governed by this Agreement. For this purpose, and regardless of any additional procedural regulations being applicable to the matter or proceedings, CSF shall be considered fully notified of and bound to this requirement by receiving a simple written communication from RFSU, according to the procedures regulating the communication between the parties to this Agreement.

Signatories

We, the undersigned, agree on the content of this agreement and annexes and express our intention to work for the successful implementation of the intervention defined in this agreement.

For RFSU

.....
*Date in accordance with digital
signature*

For CSF

.....
*Date in accordance with digital
signature*

.....
Annika Malmborg
Director International
Department

.....
Ketevan Khutsishvili
Executive Director

.....
Ingela Holmertz
Secretary General

Appendix A: Application Form 2024-2028

Before filling in the application, please read the *Guide to the application process to the RFSU SRHR Civil Society Partnership Program 2024-2028* that contains background and guidance. Use this word-document for filling in the application. The form covers the following parts:

1. **The organisation**
2. **The context of the country/region**
3. **The project/program you are applying with**
4. **Joint Projects**
5. **Supporting Documents**

Other appendices:

- Appendix B: Budget template and instructions
- Appendix C: Work plan template (or use a template of your own)
- Appendix D: Audit information

The filled in Application Form and Supporting Documents (see **Section 5**) should be sent to your desk officer at RFSU no later than **July 31st 2023**. Please name the document with your organisation's acronym: (**ORG Application 2024-2028**).

1. The Organisation

1.1 Organisation

Name: Open Society Georgia Foundation

Note: Open Society Georgia Foundation (OSGF) went through a name change at the end of 2023, and the organisation is now called Civil Society Foundation (CSF). This application was submitted by the organisation before the transition came into place, which is why it refers to OSGF.

Year founded: 1994

Location: Georgia

Registration number: 20384448

Postal Address: 4a Chovelidze Str., Tbilisi, 0108, Georgia

Website: www.osgf.ge

Contact Person for this application (Name and Position): Ketevan Khutsishvili, Executive director

Email of the contact person: Keti@osgf.ge

Phone number of the contact person: (+995) 599571776

1.2 Your Vision and Mission

OSGF aims to establish open society values in Georgia. We are committed to creating a resilient and tolerant society, where the government is accountable to the citizens and the citizens enjoy equal opportunities of participating in a decision-making process.

1.3 Values and Perspectives

OSGF promotes the rule of law, media freedom, human rights, equality, and the principle of a secular state; fosters diversity and freedom of opinion, empowers participatory democracy and economic justice, and enhances effective governance, environmental protection, development of education and science. In accordance with the Charter and legislation of Georgia, we manage charitable and publicly beneficial programs and projects, issuing grants in support of such initiatives

Core programs:

- *Human Rights Program, focusing on detecting and documenting large-scale violations of civil and political rights and cases of abuse of power, Capacity building of the non-governmental sector and new activist groups in the direction of strategic litigation, corruption detection, and whistle-blower support, Strengthening the legal aid network for civil activists, Support the Equality Coalition in strengthening anti-discrimination mechanisms.*
- *Social Justice Program, focusing on Labour rights, Urban and Environmental Justice, Right to proper housing.*
- *Media Program, focusing on supporting independent, responsible journalistic groups that produce credible, fact-based analytical and investigative content, supporting Media Advocacy Coalition, conducting advocacy campaigns against discriminative legal or financial acts against critical media.*
- *EU Integration Program, focusing on monitoring the state obligations to the European Union, supporting initiatives that assist with monitoring the implementation of reforms needed to receive the EU candidate status and involving the public in the process.*

- *National Integration Program, focusing on promotion of an inclusive society by strengthening civic activism, research, and advocacy, and providing opportunities for ethnic and religious minority groups to voice their concerns and needs.*

1.4 Priority Areas of Work

OSGF prioritizes civil, political, and social rights as the priority areas of work. We aim to make impact in the areas of rule of law, free speech, media freedom, equality of all, strengthening democratic Institutions and the civil society actors.

1.5 Main geographical areas of work

- *OSGF focuses its work on Georgia and on the South Caucasus level.*

1.6 Systems and Structures for Governance in the Organization

OSGF's managerial powers are distributed among Executive Board, Chairperson of the Executive Board, and the Executive Director. The Executive Board is the supreme governing body. It is a collegial body consisting of no less than 5 and no more than 11 members. Executive Director has a non-voting right in the Board meetings. Members of the Board determine the composition of the Board, elect new members and approve a member of the Board for a three-year term. For this, the Board considers the commitment of the relevant candidate to the principles of the open society, their reputation, experience and knowledge sphere. The Board:

- *Develops the priorities and action strategies;*
- *Selects candidates for the position of a member of the Board, Chairperson of the Board, and Executive Director;*
- *Dismisses a member of the Board, Chairperson of the Board, and Executive Director;*
- *Supervises the activities of the Executive Director, determines and approves the powers, duties and responsibilities of the Executive Director, examines and approves the Executive Director's annual report;*
- *Approves the budget and staff, gives consent to the Executive Director on the appointment of their deputy and Financial Manager;*
- *Manages the property of OSGF*
- *Approves reports, statements, convenes meetings, confirms or refuses specific purchases, etc.*

Chairperson of the Executive Board is selected from the members of the Board by at least 2/3 majority of the nominal list. They serve for three years and may be elected for two consecutive terms. A total service term of the Chairperson must not exceed nine years. Chairperson generally manages and coordinates the Board's activities.

Current members of the board are:

- 1. Giorgi Gogia (Chairperson of the Executive Board)*
- 2. Besarion Bokhashvili*
- 3. Ramaz Aptsiauri*
- 4. Nino Gelashvili*
- 5. Nino Mirzikashvili*
- 6. Koba Turmanidze*

7. Giorgi Vardishvili

The Executive Director of OSGF manages and carries out the activities of the OSGF. They are appointed by at least 2/3 of the Board's nominal list and are accountable before the board. The Executive Director:

- *Governs OSGF pursuant to the Charter and bylaws of the foundation;*
- *Develops and submits to the Board for approval the organizational chart, annual budget, annual activity report and other materials;*
- *Concludes labour and other agreements with OSGF's employees and natural and legal persons rendering services pursuant to the procedure established by the Charter and legislation of Georgia;*
- *Signs the financial documents, agreements for receiving and issuing grants, represents OSGF before third parties, etc.*

Ketevan (Keti) Khutsishvili is the Executive Director of the OSGF

1.7 Affiliations or memberships of networks or coalitions

Member of the Coalition for Equality

Member of the Coalition for Fair and Independent Judiciary

Member of the Coalition for Media Advocacy

Member of the Georgia Fair Labor Platform

1.8 Type of organization

- **Established CSO**
- Non-registered smaller organization
- Self-organised
- Youth organization
- Academia or think tank
- Social entrepreneurs
- Other _____

2. The context of the country/region

2.1 The SRHR situation/context

Georgia has one of the highest numbers of births per woman in Europe; the Total Fertility Rate in the country is 2.1 children in 2018,¹ which means that this is the average number of children a woman in Georgia will get during her lifetime. Almost two-thirds of married women of fertile age (64%) do not want to get pregnant¹. Those women need family planning because they can get pregnant, but they do not want to.

This high unmet need for family planning is a very general characteristic of Georgian society. It varies a bit, depending on the level of education, wealth of the family and other variables, but not much. But, the lack of sex education in schools is responsible for a low awareness among young women, who also lack essential knowledge in the field of family planning.

The result of the poor status of family planning, in general, is that recourse to abortion to prevent unwanted childbearing is still high by international standards. The total induced abortion rate (TIAR) in Georgia was 0.9094 in 2018; according to the preceding Reproductive Health Surveys this TIAR had been 3.7 in 1999, 3.1 in 2005 and 1.6 in 2010. It is likely that the rapid decline is at least partly caused by a trend among women of not reporting abortion experiences. There are several reasons that could explain why women increasingly do not want to report this.

The number of births among young women (15-19 years) in Georgia has been high in the past, but since 1995 it has declined rapidly, from 65.7 per 1,000 women 15-19 years in 1995 to 32.3 in 2018. Still, the rate is much higher than in other European countries.

Georgia is classified as a low HIV prevalence country, with an HIV infection rate of 0.4% among the adult population. The vast majority of the population has at least heard about AIDS (90.8%). Knowledge about infection risks and ways to prevent infection is still very far from perfect.

In general, knowledge and attitudes related to SRH issues among people with a non-Georgian ethnic background is (much) more limited than among ethnic Georgian people. Other socio-economic and demographic variables, like level of education, wealth, region, and age, also affect the knowledge and attitudes related to SRH.

2.2 The situation in terms of the civic space/context

Georgia has been facing the wave of populist nationalist sentiments which has been growing at a higher speed over the last couple of years and shaping not only the political landscape in the country but also legitimating ultraconservative groups who advance populist demands. Their agenda revolves around three main themes such as illiberalism, anti-Western sentiments and xenophobia, that all affect not only Georgia's democratic development and human rights of various communities but the country's approximation with the European Union. These ultraconservative, neo-nationalist groups and narratives in Georgia have been linking equality and human rights work to being 'foreign agents' and to opposing national interests and traditions. Backlashes against the advancement of human rights and other values supported by Georgia's EU and US partners have been gaining traction with politicians and their supporters, thus posing an urgent threat to the status and capabilities of civil society organizations (CSOs) who promote human rights, democracy, transparency and accountability in the country. Anti-CSO rhetoric, harassment and threats on social media have also been growing, targeting individual human rights defenders and activists and undermining public support for equality and non-discrimination. The anti-democracy propaganda not only discredits Georgia's Western partners but also questions the efforts and loyalty of Georgia-based human rights CSOs and associate them with values that are not compatible with Georgian identity. Women's rights and gender equality, LGBTQI rights, non-discrimination, openness and inclusion are some of the values that these ultraconservative groups and some politicians put forward as going against Georgia's aspirations.

Far-right groups play a significant role in the Georgian political landscape and backed by the Georgian Dream are shaping the political agenda.

Now, when Georgia is very close to fulfilling its European aspirations CSOs have to perform as champions of opinion-making and maintain public support for their important work to respond to these threats, nourished by Russian propaganda and fakes. They have to create sustained networks to develop resilient and effective collaborative strategies. Equality Coalition (EC) is one such platform for collective action that can counter the proliferation of ultraconservative narratives in society.

Equality Coalition, of which OSGF is a member and serves as secretariat, is a non-formal alliance of 11 CSOs who work in their designated thematic areas (women's rights; LGBTQI rights; the rights and integration of ethnic and religious minorities; democratic and accountable governance; social policy, etc.) but whose mandate under Equality Coalition is to support effective implementation of Georgia's anti-discrimination legislation and the equal enjoyment of rights of all persons under the national laws. The Coalition and its individual member organizations have often fallen victim to the attacks and have encountered obstacles in their efforts to promote human rights in Georgia.

¹ National Statistics Office of Georgia (2022) <https://www.geostat.ge/en/modules/categories/319/births>

Thus, the current project implies strengthening Equality Coalition institutionally and organizationally to act as resilient agents of change and leaders of opinion, capable to ensure defend the rights of their constituency.

2.3 Risk Management and Conflict

The protracted conflicts over Abkhazia and South Ossetia, dating back to the early 1990s, have isolated these two societies from Georgia proper for almost three decades. Both regions have been out of Tbilisi's control for thirty years and are run by de facto authorities that are heavily influenced by Russia. Lack of daily interaction, limited opportunity for people-to-people communication, and near-total absence of political dialogue have caused Georgians, Abkhazians, and South Ossetians to drift apart. Consequently, the memory of peaceful coexistence predating the 1990s has slowly faded away, while opposing and radicalized narratives about the nature of their conflicts and the other side feed the public discourse in all three societies.

A critical analysis of the radicalized narratives that dominate the discourse about Abkhazia and South Ossetia in Georgia is much needed. Radicalized narratives simplify complex conflicts and solidify the determinant judgments in the public discourse and censure anyone who would challenge them or speak differently about the issues. Rather, a debate on this issue should help Georgians acknowledge the complexity of the conflicts and identify different approaches to tackle the obstacles to the peacebuilding process with Abkhazians and South Ossetians. This is not to diminish the role and responsibility of Russia in triggering and maintaining the conflicts in these regions.

3. The project/program you are applying with

3.1 Name and duration period of the project/program

Strengthening Equality Coalition: Building Resilient Agents of Change and Opinion Leaders (SECURE) **2024-2025**

3.2 Main problem(s) addressed by the project/program

Georgian civil society went through various violations during these years including restrictive legislation changes and systemic verbal and physical attacks. This is a clear signal that the ruling party and neo-fascist and extremist groups trying to shrink civic space in Georgia. War in Ukraine, and escalated conflict in Nagorno-Karabakh not only created disarray in the world's geopolitical discourse but substantially impacted the domestic CSO environment in Georgia.

Under such pressure on civil society and in unprecedented attempts to shrink civil society to strengthen watchdog and human rights defender organizations is of utmost importance. These organizations play an enormous role in the democratization and Westernization of the country.

Now that this project is being written (10/07/2023) the final event of Tbilisi Pride was destroyed by ultra-nationalists with the full support of the state. The state is practically openly fighting the civil sector and especially the rights protection organizations working on LGBTQI, women's, and children's issues.

*Thus, the current project aims to shape Equality Coalition into a champion able to change the policy; promote and protect human rights in Georgia, through supporting organizational development, sustainability and resilience of 11 organizations gathered in it **(Overall Goal)**.*

Specific Objectives:

S O.1. To Strengthen EC, through training, mentoring and coaching, enhancing its capacity to assess and respond to the current needs and challenges in terms of human rights and democratic development of the country.

S O.2. To create a sustainable network within the EC and the entire third sector, through the development of the strategic action plan, to adequately respond to the changing context for the 2024-2025 years.

S O.3. To increase the international visibility of the EC, through the establishment of a special reporting mechanism, which allows the EC, using various Human Rights platforms, to inform Georgia's international partners about the urgent needs of HRDs and to hold the government accountable.

The project will impact vulnerable communities/constituencies of EC, on coalition, organizational and individual levels. The project will contribute to changing society's attitudes toward equality and human rights in General.

3.3 Long-term impact (by approximately 2033)

By approximately 2033, the project will have had a significant long-term impact:

in the enhancement of EC and the organizations gathered in it: EC would have an enhanced capacity to effectively advocate for human rights, including better strategic planning, improved governance structures, enhanced communication, and increased collaboration. This increased capacity would have allowed EC to become an influential actor in shaping policy and driving positive change in Georgia.

in policy reforms: By 2033, EC would have successfully influenced policy reforms in favour of human rights and equality in Georgia. Through effective advocacy, research, and evidence-based approaches, the coalition would have played a pivotal role in shaping legislative and policy frameworks that protect and promote human rights.

in Shift in societal attitudes: The project's long-term impact would extend beyond policy changes to include a shift in societal attitudes towards human rights. By consistently raising awareness, conducting educational campaigns, and promoting inclusive values, EC would have contributed to changing public perceptions and fostering a culture of respect, acceptance, and equality.

in the sustainability of the network: The project's focus on the sustainability and resilience of the 11 organizations would have resulted in the creation of a strong and sustainable network within the Equality Coalition. By sharing resources, expertise, and best practices, the organizations would have built a collaborative and supportive ecosystem that continues to thrive beyond the project's duration.

in the international recognition: Through its impactful work, EC would have gained international recognition as a champion for human rights in Georgia. This recognition would attract further support and resources from international organizations, governments, and donors, enabling the coalition to expand its reach and deepen its impact.

In summary, by 2033, the project's long-term impact would have resulted in a strengthened Equality Coalition and its member organizations, substantial policy reforms, a shift in societal attitudes, a sustainable network, and international recognition. These achievements would contribute to a more inclusive, equitable, and rights-based society in Georgia, ensuring the promotion and protection of human rights for all its citizens.

3.4 Short-term results/outcomes (by approximately 2028)

Desired Change:

The project aims to shape the Equality Coalition into a champion that can change policies, promote, and protect human rights in Georgia. The desired change involves the improvement of knowledge, attitudes, and behaviours of key actors, as well as the development of strengthened civil society and mobilization of movements. This, in turn, should lead to improved legislation and policies that uphold human rights and contribute to a more inclusive and equitable society in Georgia.

Key Results/Outcomes:

A. Enhanced Advocacy Skills: The project seeks to develop the advocacy skills of the 11 organizations within the Equality Coalition. Strengthening their advocacy skills would empower these organizations to drive meaningful change and influence policy decisions.

B. Improved Legislation and Policies: A key outcome is the improvement of legislation and policies related to human rights in Georgia. Through their collective efforts, the Equality Coalition and its member organizations would advocate for legislative reforms that address discrimination, gender inequality, LGBTQ+ rights, minority rights, and other key human rights concerns. The desired outcome is the implementation of new laws and policies that better protect and promote human rights.

C. Strengthened Civil Society: The project aims to contribute to the development of a strong and resilient civil society in Georgia. By strengthening 11 CSOs, the project seeks to create a supportive ecosystem that enables these organizations to continue their human rights work, collaborate effectively, and drive long-term change beyond the project's duration.

D. Mobilization of Movements: Another important outcome is the mobilization of movements and the engagement of rights-holders and other key actors in promoting human rights. Through awareness-raising campaigns, capacity building, and strategic alliances, the project aims to foster a sense of collective responsibility and active participation among various stakeholders. This mobilization of movements would result in increased public engagement, grassroots activism, and a broader societal commitment to human rights.

Contribution to Long-term Impact:

These outcomes contribute to the long-term impact by creating a sustainable and influential human rights ecosystem in Georgia. The enhanced advocacy skills of the Equality Coalition's member organizations empower them to effectively shape policy decisions, leading to improved legislation and policies that protect and promote human rights. Strengthening civil society ensures the continuation of human rights efforts beyond the project's lifespan, allowing for sustained progress and impact. Additionally, the mobilization of movements and the engagement of rights-holders and other key actors foster a culture of active participation and collective responsibility, solidifying a long-term commitment to human rights and contributing to a more inclusive and equitable society in Georgia.

3.5 Main Strategies

Strengthening Organizational Capacity: Including training programs, workshops, and mentorship initiatives to improve their strategic planning, governance structures, fundraising abilities, and advocacy skills.

Collaboration and Networking: Encourage joint initiatives, shared resources, and collective advocacy efforts to amplify the impact of the Equality Coalition and its member organizations.

Policy Research and Analysis: This will support effective policy advocacy by providing credible data, reports, and recommendations to policymakers, stakeholders, and the general public.

Advocacy and Lobbying: Develop strategic advocacy campaigns, including public awareness initiatives, media engagement, and lobbying efforts, to push for policy changes and human rights reforms.

Sustainability and Resource Mobilization: This can involve the development of fundraising strategies, and establishing partnerships with local and international donors, philanthropic organizations, and corporate sponsors.

Communication and Public Engagement: Utilize various channels, social media, public events, and media outreach, to raise awareness about human rights issues, advocate for policy changes, and mobilize public support.

Monitoring and Evaluation: Regularly assess the effectiveness of strategies, programs, and interventions, and use the findings to improve and refine future actions.

International Collaboration: To help leverage expertise, funding, and resources, as well as facilitate knowledge exchange and learning from successful initiatives implemented in other countries.

Capacity Building for Marginalized Groups: To ensure a more inclusive and representative approach to addressing human rights issues and advocating for policy changes.

Public-Private Partnerships: *Develop partnerships that align with shared values and goals, and leverage the expertise, resources, and networks of the private sector to advance human rights in Georgia.*

3.6 Rights-holders² Participation/Engagement

Here's how the project addresses and ensures the representation of rights-holders:

Inclusive Stakeholder Engagement: *The project will adopt an inclusive approach to stakeholder engagement, by reaching out to marginalized and underrepresented groups to ensure their voices are heard and their perspectives are incorporated.*

Consultations and Dialogues: *The project will conduct consultations and dialogues with rights-holders to understand their needs, concerns, and aspirations. The project team will ensure that these consultations are accessible, inclusive, and considerate of any specific needs.*

Representation in Decision-Making Structures: *The project will ensure that rights-holders have a meaningful presence in decision-making structures, through the establishment of the advisory committee.*

Partnerships with Rights-Holders' Organizations: *The project will actively collaborate with the local organizations representing the interests of specific rights-holders groups. These partnerships will ensure that the project will have a mandate to represent the rights-holders and that their voices are properly included in the project's planning and implementation. By working closely with rights-holders' organizations, the project will gain insights, expertise, and legitimacy to effectively advocate for the rights of these groups.*

Monitoring and Evaluation: *The project will incorporate monitoring and evaluation mechanisms to assess the inclusiveness and effectiveness of its approaches. By continuously monitoring and evaluating the project's impact on diverse rights-holders, the project team will ensure accountability and responsiveness to their needs.*

3.7 Organisational development

Developing the EC organizational strategy-2025-2028. *During the 3-day retreat, EC members will assess the implementation of the current strategy, discuss the challenges and opportunities encountered in the process and prepare a new strategy for 2025-2028, to adequately respond to the current needs, priorities and the changing context.*

Training for individual human rights defenders and activists on effectively countering online harassment and abuse. *Equality Coalition will deliver 5 communication training for EC human rights activists.*

Training on alternative income generation. *EC will organize two 2-day training for EC members on identifying alternative sources of funding (crowdfunding, donations, PPP) to support them in building preparedness for situations of crises that may arise given the observed backsliding of democracy in Georgia.*

Training for individual HRDs and activists. Attacking and discrediting HRDs have become a common occurrence in both cyber and physical environments. HRDs, especially those who are public figures, need to build specific communication skills to respond to and handle false accusations and bullying on social media and to effectively counter ultraconservatives without engaging personally. EC will organize 5 communication training for EC human rights activists.

Collective and individual well-being activities. *The project will support EC members to ensure the well-being of their staff. There will be at least 50 group and individual workshops for all EC members annually.*

² Rights-holders are individuals or social groups that have particular entitlements in relation to specific duty-bearers. In particular contexts, there are often specific social groups whose human rights are not fully realised, respected or protected. A human rights-based approach not only recognises that the entitlements of rights-holders need to be respected, protected and fulfilled, it also considers rights-holders as active agents in the realisation of human rights and development – both directly and through organisations representing their interests. In general terms, all human beings are rights-holders under the Universal Declaration of Human Rights.

Public education and advocacy campaigns. EC will carry out multi-media awareness campaigns annually to highlight the significance of equality and human rights protections for Georgia's democratic development and to convey these values to the public in an effective way. The campaigns will emphasize the role of EC members to generate trust and encourage referrals. Most importantly, the campaigns will counter the anti-equality and ultraconservative narratives.

Submitting human rights reports and participating in official international events. Increasing the international visibility of the EC will be a significant contribution to building its resilience. Member organizations will continue collecting and analysing data; will prepare and file reports or organize events with relevant international human rights platforms and mechanisms. EC members plan to participate in the international event(s) organized by transnational institutions to present and submit file reports.

The final conference. EC will organize one international conference in Tbilisi in 2025 to review, discuss and debate recent developments, achievements and challenges in safeguarding human rights, to build and/or broaden institutional collaboration and mobilize local and international partners around preserving and improving Georgia's democratic development and human rights protections. It is planned to invite UN special rapporteurs and/or other high-ranking UN/EU officials in human rights and democracy issues (depending on their availability).

3.8 Risks/Threats and Mitigation

Political Resistance: The project may face political resistance from individuals or groups who are opposed to human rights advocacy or the specific issues addressed by EC. This resistance could manifest in various forms, such as government interference, restrictions on advocacy activities, or attempts to discredit the project and its participants.

Mitigation: The project will implement strategies to build strong relationships with relevant stakeholders, including government officials, policymakers, and civil society organizations. Engaging in constructive dialogue, providing evidence-based research, and emphasizing the importance of human rights can help mitigate political resistance. The project will establish contingency plans to address potential challenges and protect the safety and well-being of staff and activists.

Security Risks: Human rights activists, staff, and organizations involved in the project may face security risks due to their advocacy work. This includes threats, harassment, intimidation, or physical violence from individuals or groups opposed to their activities.

Mitigation: The project is prioritizing the safety and security of staff, activists, and organizations. EC will develop emergency response plans and establish mechanisms for reporting and addressing security incidents.

Legal and Regulatory Challenges: The project may encounter legal and regulatory challenges that hinder its activities or restrict the rights of participating organizations and activists. This could include restrictive laws, regulations, or administrative hurdles imposed by the government or other entities.

Mitigation: EC is engaged in thorough legal analysis and stays updated on relevant laws and regulations. Legal experts may be consulted to ensure compliance with local laws while maximizing the impact of project activities. Additionally, the project may engage in advocacy efforts to challenge or reform restrictive laws, partnering with local and international organizations to amplify their voice and influence.

It's important to note that the specific risks and mitigation measures may vary depending on the context and dynamics in Georgia. The project team will conduct a comprehensive risk assessment and will develop tailored strategies to address the identified risks, while maintaining ongoing vigilance and adaptability to emerging challenges.

3.9 Methodologies to be used for monitoring, evaluation and learning (MEL) of the project

Indicators and Baselines: Clear indicators will be established to measure the progress and impact of the project. Baseline data will be collected at the beginning of the project to provide a reference point for measuring change over time. These indicators will be aligned with the project's goals and outcomes.

Regular Reporting: The project team will develop a reporting schedule to ensure regular updates on project activities, achievements, and challenges. Progress reports will be shared internally among project staff and with relevant stakeholders, including donors, partner organizations, and the Equality Coalition members.

Evaluation Framework: An evaluation framework will be developed to assess the effectiveness, efficiency, relevance, and sustainability of the project. The framework will outline the key evaluation questions, data collection methods, and analysis approaches. It will guide the evaluation process and provide a structure for synthesizing findings.

Stakeholder Participation: The MEL process will involve the participation of various stakeholders, including the project staff, members of the Equality Coalition, partner organizations, rights-holders, and other key actors. Their inputs and perspectives will be sought through surveys, interviews, and consultations to ensure a comprehensive understanding of the project's impact and to foster ownership and learning.

Learning and Adaptation: The MEL process will prioritize learning and adaptation. Regular reflection sessions and lessons-learned exercises will be conducted to identify successes, challenges, and areas for improvement. The project team will use this information to adapt strategies, approaches, and activities to enhance the project's effectiveness and impact.

4. Joint Projects

RFSU has for the last 5 years, together with partners, been working together in a joint learning project; Learning for Change (L4C). During the coming 5 year-cycle, RFSU would like to expand this way of working. Below you can find a brief description of current and suggested areas of joint projects. In order to join, there needs to be a commitment and a willingness to allocate resources in the form of staff time and budgets for activities, for example for travel (can be part of this application). **Further information in terms of joint projects will be shared by RFSU during December-February, and this information is just a heads up!** Note that this is not a requirement for partnership with RFSU, or a basis for assessment of the application.

4.1. Expression of interest in collaborating in joint projects

Equality Coalition would like to participate in the projects:

- Learning 4 Change, since organizations united is working on the issues the project is covering. The peer-to-peer format will enrich coalition members' expertise and knowledge
- Policy and Advocacy - Universal Periodic Review (UPR)

5. Supporting documents

In addition, we ask you to submit the Supporting Documents listed in the table below. Since this is a new program, we ask all potential partners – both new and current partners to RFSU – to submit the document requested below. Note that:

- Documents A-G are mandatory for all applications and should be submitted in the format requested and along with the application documents as appendices.

- Documents H-N are additional documents and should be submitted if available. If not available, please include a comment. Depending on the level of funding requested for the application, some of the additional documents will be mandatory prior to the signature of the agreement. So please include all the documents your organization has available.

The documents A-G and H-N, should be named: *Name of document NAME OF ORGANISATION Application 2024-28* and be submitted along with the filled-out application form.

Document	Format	Instructions
BASIC DOCUMENTS MANDATORY FOR ALL APPLICATIONS:		
A. Budget	Use Template provided by RFSU in Appendix B	<i>Budget covering 2024-2028 according to instructions provided in the Budget Template. The budget should be detailed for 2024 and 2025 and indicative for 2026 -2028. If you have funding from the Swedish Embassy and RFSU funding, use the corresponding template(B1).</i>
B. Work plan	A premade template that is optional to use is found in Appendix C	<i>Specified time plan covering 2024 - 2025</i>
C. Audit information	Fill out Appendix D	<i>Submit Appendix D filled in.</i>
D. Proof of registration /Agreement with fiscal sponsor	Not specified. If not available in English, please provide as comments in the document a short translation.	<i>Submit proof that your organisation is legally registered with relevant authorities and registered to pay taxes (PAYE and other relevant taxes). If you are not registered, a fiscal sponsor needs to be assigned to take on the legal responsibility for the cooperation. Please include your Agreement with the fiscal sponsor if applicable.</i>
E. Financial Policy	Not specified.	<i>Provide a written financial policy and procedures for internal control. These include: Delegation of authority: A document which describes the roles and responsibilities of who has the right to review, approve and authorise different types of decisions (for example authorise costs, prepare and sign checks, bank transfers and contracts). Segregation of duties: A document which describes what mandate the board has delegated to the Executive Director and, if applicable, from the Executive Director to other Directors - Accounting procedures - Cash handling - If not included in HR policy it considers: floats/advances, travel allowances and per diem for staff and participants.</i>

		<i>Information on date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other) should be included in the policy document or added as comment in the document.</i>
F. Procurement policy	Not specified.	<p><i>Submit your procurement policy.</i></p> <p><i>The policy should indicate the date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other).</i></p>
G. Constitution, Statutes, Charter or Similar	Not specified.	<i>Indicate date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other).</i>
DOCUMENTS MANDATORY FOR HIGHER FUNDING LEVELS:		
H. Annual audit	Not specified.	<p><i>If your organisation did not received RFSU funding 2018 to 2024 please submit the latest annual and/or global audited financial statements for the organisation, including:</i></p> <ul style="list-style-type: none"> - Independent Auditor's Report; - Income and expenditure statement; - Balance statement; - Management Letter; - and, if applicable, Management response
I. HR Policy or similar	Not specified.	<p><i>Provide a document that describes the procedures and internal control. The following is a guidance on relevant topics:</i></p> <ul style="list-style-type: none"> - Allowances/remunerations/per diem (staff and participants) - Salary structure/policy - Salary allocation to different projects - Salary increase policy and promotions <p><i>The document should include date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other) either in the document or as a comment to the document.</i></p>
J. Anti-corruption Policy, Anti-Fraud Policy or similar	Not specified.	<i>The document should include date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other) either in the document or as a comment to the document.</i>
K. Shared costs policy	Not specified.	<p><i>This is required if the organisation has more than 4 donors and budget requested above 5 MSEK for the total founding period.</i></p> <p><i>The document should describe the principles used for shared funds among donors (required if more than more than 4 donors).</i></p>

L. Subgrantees	Not specified	<i>If applicable submit the routines for monitoring subgrantees and template for subgrantee agreements/contracts.</i>
M. Code of Conduct/ Conflict of Interest	Not specified.	<i>The document should include date of adoption and/or approval, as well as the name of the adopting/approving body (general meeting/board/ED/other) either in the document or as a comment to the document.</i>
N. Other...	Not specified.	<i>You are welcome to include other documents relevant to the finance and governance of the organisation.</i>

Appendices

Attached in the email communicating this application form you will find the following documents that you are requested to submit:

- Appendix B: Budget template and instructions
- Appendix C: Work plan template (or use a template of your own)
- Appendix D: Audit information

RFSU Georgia Civil Society Partnership Programme for Sexual and Reproductive Health and Rights 2025-2027.

BUDGET

Organisation: Civil Society Foundation
Intervention name: Strengthening Equality Coalition: Building Resilient Agen
Period: 01/2025-12/2025
Name of local currency: GEL

Exchange rate:

State the value of 1 SEK in local currency. The rate you choose should be reasonable, while allowing for some buffer to accommodate fluctuations and risk of exchange rate losses. We recommend using OANDA as a reference.

0,25

Ingoing balance (local currency):

0 (if applicable)

Total budget in local currency (this section is automatically calculated)

Ingoing balance 0
 Budget 100 000
Total budget 100 000

Staff costs

23,20%

Admin costs

0,57%

Total budget in SEK

Ingoing balance 0
 Budget 400 000
Total budget 400 000

<- Insert the total budget in SEK here - the figure will be provided by RFSU

Detailed budget in local currency

Result 1: Mobilization Movements	Quantity	Cost	Total
Awareness campaigns	1	10 000	10 000
Advocacy campaigns	1	30 000	30 000
Coalition building meetings	10	500	5 000
			0
			0
			0
			0
			0
			0
			0
			0
Subtotal result 1			45 000

Comments

Email from Saba (6 Dec): "As to the awareness and advocacy campaigns - for the next year we will focus on anti-LGBTQ+ legislation in Georgia, the realization of social rights the upcoming local government elections, and other possible equality issues that will be identified throughout the year. Therefore, the Coalition left room to organize effective advocacy and awareness-raising activities regarding the abovementioned topics. We will determine which topic will be best to work on and utilize social media campaigns, lectures, meetings, etc. to achieve the largest impact possible."

Result 2: Improved human rights advocacy

Coalition annual report	1	10 700	10 700
Assessment of the effectiveness of the Public	1	10 516	10 516
			0
			0
			0
			0
			0
			0
			0
			0
Subtotal result 2			21 216

Comments

The Public Defender's (Ombudsman's) Office is the key stakeholder in protecting all



BkMTaJa00Jl-rJr016udyg

Result 3: [Organizational Development]	Quantity	Cost	Total	Comments
Networking events	2	1 000	2 000	
Collective and individual wellbeing activities for the	10	500	5 000	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
Subtotal result 3			7 000	
Result 4: [insert name of result]	Quantity	Cost	Total	Comments
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
Subtotal result 4			0	
Result 5 [insert name of result]	Quantity	Cost	Total	Comments
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
Subtotal result 5			0	
Result 6 [insert name of result]	Quantity	Cost	Total	Comments
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
			0	
Subtotal result 6			0	

[illegible]

[illegible]

RFSU's Child Protection Policy

Reference document for international partnerships to RFSU

Approved by: Secretary General RFSU, January 2024

Mandate to issue this Reference document

RFSU's Child Protection Policy requires RFSU to ensure that the Policy is reflected in its national and international partnerships. The policy requires RFSU to ensure that, within their contractual roles and responsibilities, partners to RFSU shall commit to child protection (section 4.4). As required by RFSU's Child Protection Policy, this reference document for international partners transcribes sections of RFSU's Child Protection Policy (here in after, RFSU CPP) that are relevant for RFSU's international work and partnerships. This reference document also includes clarifications and adjustments in order to enable the implementation of RFSU's Child Protection Policy in its international partnerships.

This reference document relates to and complements the specific contractual obligations binding upon partners to RFSU.

1. Purpose

RFSU CPP formally declares RFSU's commitment to the human rights of children, in particular RFSU's commitment to protect children from all forms of violence, abuse, neglect, maltreatment and exploitation, as enshrined in the Convention of the Rights of the Child.

Through RFSU CPP, RFSU sends a clear message that child exploitation and abuse is not tolerated by RFSU, and that it shall attract legal, disciplinary and contractual consequences, as appropriate and in accordance with the relevant Swedish and International Law.

RFSU CPP aims to ensure that anyone who is associated or has a contractual relationship with RFSU:

- Affirm that all children in all circumstances have the right to feel and be safe, and to live free from violence, harm, exploitation and abuse
- Ensure that RFSU-representatives and partners understand and share RFSU's commitment to this principle
- Ensure that RFSU has procedures in place which effectively protect children with whom RFSU's representatives may come into contact with, from any adverse consequences of such contact
- Clearly express the actions RFSU will take in case of breach of this policy and the consequences of such breach

2. Relevant legal framework and scope of application

Without prejudice to relevant contractual obligations concerning dispute resolution between RFSU and its partners, International Law being relevant for the protection of children, together with the most progressive international standards set out by the relevant International Conventions, Bodies and Experts shall constitute the minimum applicable legal framework for this policy.

RFSU CPP shall be applicable to any interaction between RFSU and/or its partners and any child, young person or vulnerable adult, unless specifically provided otherwise.

Every physical or legal person engaging with RFSU shares in the responsibility to take every precaution to protect the children and young people they come into contact with as a result of that person's engagement with RFSU and/or its partners.

RFSU takes a zero tolerance approach to child and abuse and shall resolutely investigate any actual or suspected breach of this policy by any of its representatives and/or partners and, where grounds are found to exist, shall report the matter to the relevant authorities for eventual criminal or any other legal proceeding as relevant. While RFSU abstains from dictating the beliefs, values and private life of its staff, representatives and partners, RFSU expects its staff, other representatives and partners to act in ways consistent with RFSU's values and policies, as well as the relevant law, and observe the rights of the child at all times. In the case of international partners and its representatives, a breach to RFSU CPP may constitute a breach of their contractual obligations with RFSU and shall give RFSU the right to take whatever action may be open to it by the relevant constitutional, legal and/or contractual provisions.

Likewise, RFSU expects its partners to resolutely investigate any actual or suspected breaches to RFSU CPP by the partner and its representatives, and to take all relevant measures, such as reporting the case to the relevant authorities for eventual criminal or any other legal proceedings. In the case of breach to RFSU CPP by its employee, the partner is expected to take disciplinary action, including the eventual termination of employment.

3. Definitions

3.1. Child / Children: In line with the United Nations Convention on the Rights of the Child, this policy defines a child as any person/s under the age of 18 years

3.2. Young person: For the purpose of RFSU CPP, a young person is defined as any person below the age of 25 years

3.3. Vulnerable individuals: In line with the United Nations Convention on the Rights of Persons with Disabilities, RFSU CPP defines a vulnerable person as any person who has

long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others

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3.4. Child Abuse: For the purpose of RFSU CPP, it is considered to be any form of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial or other exploitation of a child and includes any action that results in actual or potential harm to a child. Child abuse may be a deliberate act or it may be failing to act to prevent harm. For the purpose of RFSU CPP, child abuse shall be interpreted in accordance to the standards set out by the relevant United Nations Conventions, Bodies and Experts, and consists of anything that individuals, institutions or processes do or fail to do, intentionally or unintentionally, which harms a child or damages their well-being, dignity and prospect of safe and healthy development into adulthood.

3.5. Child Protection: For the purpose of RFSU CPP, it includes the responsibilities, as well as the preventative and responsive measures and activities that RFSU and its partners undertake to protect children, young persons and vulnerable adults ensuring that no child is subject to exploitation or abuse as a result of their contact or association with RFSU, its staff or its partners,

3.6. Contact with Children: It shall be understood as working on an activity or in a position that involves or may involve contacting children, either under the position or task description or due to the nature of the work environment, including indirect contact with children in the specific context or environment.

3.7. RFSU Representatives: For the purpose of RFSU CPP, any legal or natural person that, in any capacity, acts on behalf of RFSU shall be considered to be a RFSU representative. This may include, but it is not limited to any legal or natural person that is contracted to conduct activities on behalf of RFSU or that represents RFSU publicly, including permanent and temporary staff, interns, peer-educators, volunteers, consultants, local branches and partners in Sweden and abroad

3.8. Partners to RFSU: For the purpose of RFSU CPP, a partner to RFSU is any natural or legal person with which RFSU has an agreement involving financial contributions from RFSU, as well as suppliers, subcontractors and other business partners.

3.9. Partners Representatives: For the purpose of RFSU CPP, any legal or natural person that, in any capacity, acts on behalf of a partner to RFSU shall be considered to be a representative and therefore bound to RFSU CPP. This may include, but is not limited to, any legal or natural person that is contracted to conduct activities on behalf of the partner to RFSU, or that represents the partner to RFSU publicly, including permanent and temporary staff, interns, volunteers, members, consultants and other representatives.

4. Procedures

4.1. Human Resources, recruitment and selection

Partners to RFSU shall ensure that RFSU CPP informs its relevant labour and contractual policies, and that the standards set out by RFSU's Child Protection Policy are observed during any process concerning selection and recruitment of persons under the definition of Partners to RFSU provided above. In particular, the following particular measures must be taken:

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- No person under the age of 18 is eligible for being recruited as permanent staff to Partners to RFSU.
- Representatives of Partners to RFSU shall not take, in any possible way, advantage or exploiting their position and shall not engage in any activity or conduct defined by RFSU CPP as child abuse.

4.2. Communication and use of visual material

Partners to RFSU shall ensure that any communicational, photographic or visual material where children, young adults or persons with disabilities appear, intended to be used by the contractual party complies with the following regulations:

- a. The children, young adults or vulnerable persons appearing in such material have been fully informed by the Partner to RFSU on how such material is intended to be used
- b. The children, young adults or vulnerable persons appearing in such material have expressly given their written consent, in accordance with their capacity and age, to the Partner to RFSU to use such material
- c. Parents or guardians to the children or vulnerable adults appearing in such material have expressly given their written consent to the Partner to RFSU to use such material

5. Incident reporting

Partners to RFSU and their representatives are responsible to act in accordance to RFSU CPP, as well as to report any actual or suspected breach of RFSU CPP. Reporting and investigation should always be made in a way that is confidential as well as immediate.

When encountering an actual or suspected breach of RFSU CPP, the partner to RFSU undertakes to investigate it, to identify and take swift action against persons there are reasons to suspect behaviour constituting child abuse. In addition, the partner to RFSU shall immediately inform RFSU about the particular situation and continuously inform RFSU on the further handling of the matter, in accordance with the communication channels set forth below.

Without prejudice of requirements by applicable laws and own Child Protection Policies, partners to RFSU undertakes to investigate actual or suspected breaches of RFSU CPP in accordance with the following standards, as relevant:

- Assess whether the immediate environment is safe for the affected child/children - Ensure that the affected child/children are safely separated from the alleged perpetrator of child abuse
- Ensure that the affected child/children are given the option to count with a support person or a friend to accompany them through the incident reporting process - Ensure that a child in the process will be listened to and have been able to take part in decisions that concern them, in accordance with the standards set by the Committee of the Rights of the Child
- Inform the superior manager

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- Report the incident to the correspondent RFSU representative or using the RFSU whistleblower-system if the anonymity of the informant is necessary

6. Responsibilities

The Partner to RFSU is responsible for ensuring that RFSU's Child Protection Policy is fully known and implemented at all levels of its organisational activity.

The Partner to RFSU is responsible for ensuring that any incident concerning a possible case of child abuse is promptly and fully investigated directly by reporting the matter to the police or the incumbent authority.

In cases where investigation of legitimate concerns about suspected child abuse proves to be unfounded, no action shall be taken against the reporting party. However, the contractual party shall take appropriate action against any person reporting incidents of child abuse proven to be deliberately false.

7. Remedies in case of breach of this Policy

A breach to RFSU's Child Protection Policy by the Partner to RFSU or its representatives shall constitute a breach of the agreement with RFSU and shall entitle RFSU to take action in accordance with contractual and/or legal provisions.

8. Monitoring of the Child Protection Policy

The implementation of RFSU's Child Protection Policy and this reference document by the Partner to RFSU shall be periodically monitored during the partnership, as part of the routine to assess compliance.

Annex 4

RFSU's Terms of Reference for Project Audit

Introduction

CSF wishes to engage the services of an audit firm for the purpose of auditing the *Strengthening Equality Coalition: Building*, as stipulated in the agreement between CSF and RFSU. The audit shall be carried out in accordance with international audit standards (ISA) issued by IAASB¹. In addition to the audit of the financial statements, an assignment according to International Standards on Related Services (ISRS) 4400 shall be carried out in accordance with the terms and review areas listed in section II. The audit shall be carried out by an external, independent and qualified auditor.

I. Objectives and scope of the audit

The objective is to audit the financial report for the period as submitted to RFSU and to express an audit opinion according to ISA, applying ISA 800/ISA 805, on whether the financial report of is in accordance with the Partner Organisation's accounting records and RFSU's requirements for financial reporting as stipulated in the agreement including appendices between RFSU and [partner organisation].

II. Additional assignment; according to agreed upon procedures ISRS 4400 (Revised), review the following areas in accordance with the Terms of Reference below

Mandatory procedures that must be included:

1. Observe whether the financial report is structured in a way that allows for direct comparison with the latest approved budget².
2. Observe and inspect whether the financial report provides information regarding:
 - a) Financial outcome per budget line (both incomes and costs) for the reporting period.

¹ The International Auditing and Assurance Standards Board (IAASB)

² The budget is attached to the agreement with RFSU as an annex and any updates should be supported by a written approval by RFSU.

- b) When applicable, compare if the opening fund balance³ for the reporting period matches with what was stated as closing fund balance in the previous reporting period.
 - c) A disclosure of exchange gains/losses. Inquire and confirm whether the disclosure includes the entire chain of currency exchange from RFSU's disbursement to the handling of the project/programme within the organisation in local currency/ies, if applicable.
 - d) Explanatory notes (such as, for instance, accounting principles applied for the financial report).
 - e) Amount of funds that has been forwarded to subsequent organisations, when applicable.
3. a) Inquire and inspect with what frequency salary costs during the reporting period are debited to the project/programme.

Choose a sample of three individuals for three different months and:

- b) Inquire and inspect whether there are supporting documentation⁴ for debited salary costs.
 - c) Inquire and inspect whether actual time worked is documented and verified by a manager. Inquire and inspect within which frequency reconciliations between debited time and actual worked time is performed.
 - d) Inspect whether the Partner Organisation comply with applicable tax legislation with regard to personal income taxes (PAYE)⁵ and social security fees.
4. Review and confirm that the Partner Organisation screens suppliers, and when applicable, subsequent organisations, to ensure that such parties are not subject to the European Union's financial sanctions list of persons, groups and organisations (EU Sanctions list).
- Enquire whether there has been any reported findings from the screening process and if so, report on such findings.
5. a) Inspect and confirm that the unspent fund balance (according to the financial report) at the end of the financial year is in line with information provided in the accounting system and/or bank account.
- b) **Applicable the final year:** Inspect and confirm the unspent fund balance (including exchange gains) in the financial report and confirm the amount that shall be repaid to RFSU.

³ I.e. funds remaining from disbursements made during previous reporting period/s

⁴ Debited salary costs should be verified by supporting documentation such as employment contracts.

⁵ Pay As You Earn

Follow up of funds that are channelled to subsequent organisations

The following additional assignments are only applicable when funds are forwarded to subsequent organisations (SO). These are mandatory assignments that must be included if the Partner Organisation forward funds to subsequent organisations:

Choose a sample of a minimum of 20 % of the total of disbursed funds as well as 20 % of the number of SO's or a maximum of 10 SO's.

1. Inspect and confirm whether the Partner Organisation has signed agreements with the selected SO's.
2. Inspect and confirm whether the Partner Organisation, in all agreements entered with SO's, included the requirement to carry out annual audits. The requirement shall specify that these audits shall be carried out with application of ISA (reporting according to ISA 800/805) and a separate assignment according to ISRS 4400 (Revised) should be included for project/programme support. If agreements regarding core support are entered into with SO's, the audit shall be conducted in accordance with ISA 700 or National standards on auditing.
3. Inquire and inspect whether the Partner Organisation has received financial reports and auditor reports from all SO's included in the selected sample:
 - a) Inquire and inspect whether the Partner Organisation has verified if reports from SO's are in line with the requirements in the Agreement.
 - b) Inquire and inspect whether the Partner Organisation has documented its assessment of the submitted financial reports and reporting from auditors including management responses and action plans from selected SO's.
 - c) Inquire and inspect whether the Partner Organisation has documented its follow-up actions based on the information provided in the financial reports and the reporting from the auditor of the selected SO's.
 - d) Inquire and inspect whether the Partner Organisation has reported substantial observations⁶ from selected SO's audit reports in its communication with Sida. List observations⁷ from SO's audit reports which have been part of this sample.

⁶ Deemed substantial by the Partner Organisation.

⁷ Observations included in Management Letters and if applicable, qualified audit reports.

III. The reporting

The reporting shall be signed by the responsible auditor (not just the audit firm⁸) and shall include the title of the responsible auditor.

Reporting from the ISA assignment

Independent Auditor's Report

The reporting from the auditor shall include an independent auditor's report in accordance with the format in standard ISA 800/805 and the auditor's opinion shall be clearly stated. The financial report that has been the subject of the audit shall be attached to the audit report.

Management Letter

The reporting shall also include a Management letter that discloses all audit findings, as well as weaknesses identified during the audit process. The auditor shall make recommendations to address the identified findings and weaknesses. The recommendations shall be presented in priority order and with a risk classification.

Measures taken by the Partner Organisation to address weaknesses identified in previous audits shall also be presented in the Management Letter. If the previous audit did not have any findings or weaknesses to be followed-up on, a clarification of this must be disclosed in the audit reporting.

If the auditor assesses that no findings or weaknesses have been identified during the audit that would result in a Management Letter, an explanation of this assessment must be disclosed in the Agreed-upon procedures report.

The Partner Organisation is responsible for making a **Management Response** to the auditor's recommendations in the Management Letter. The Management Response shall include a time-bound action plan and the responsible function at the Partner Organisation.

Reporting from the ISRS 4400 (Revised) assignment

The additional assignment according to agreed upon procedures ISRS 4400 (Revised) under section II, shall be reported separately in an "Agreed-upon procedures report".

Performed procedures should be described and the findings should be reported in accordance with the requirements in the International Standard on Related Services 4400 (Revised).

When applicable, the sample size shall be stated in the report.

⁸ If the audit firm is obliged to sign, refer to relevant legislation. RFSU still needs to know who has been responsible for the audit assignment.



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1. Madeleine Karlsson madeleine.karlsson@rfsu.se	 Approved Authenticated	30.01.2025 11:48 30.01.2025 11:47	Email Low	IP: 185.153.212.29 IP: 185.153.212.29
2. Annika Malmberg annika.malmberg@rfsu.se	 Signed Authenticated	30.01.2025 14:34 30.01.2025 14:32	Email Low	IP: 94.234.115.176 IP: 94.234.115.176
3. INGELA HOLMERTZ ingela.holmertz@rfsu.se	 Signed Authenticated	30.01.2025 16:48 30.01.2025 16:47	eID Low	Swedish BankID (DOB: 1961/05/22) IP: 78.76.89.147
4. Ketevan Khutsishvili keti@osgf.ge	 Signed Authenticated	05.02.2025 13:16 31.01.2025 10:29	Email Low	IP: 217.147.227.2 IP: 217.147.227.4

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