

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF
WOMEN (UN Women),
UNITED NATIONS POPULATION FUND (UNFPA)
AND
THE MINISTRY OF LABOUR, HEALTH AND THE SOCIAL AFFAIRS OF GEORGIA**

This Memorandum of Understanding (hereinafter “MOU”) is entered into by the United Nations Entity for Gender Equality and Empowerment of Women (hereinafter “UN Women”) and the United Nations Population Fund (hereinafter “UNFPA”) with the Ministry of Labour, Health and Social Affairs of Georgia (hereinafter “MoLHSA”); UN Women, UNFPA and the MoLHSA are hereinafter jointly referred to as the “Parties”.

WHEREAS, UN Women implements initiatives aimed at promoting gender equality and women’s empowerment by means of strengthening capacities of the government at both central and local levels and across the executive, legislative and judicial branches, engaging civil society and raising public awareness about gender equality, inadmissibility of violence against women and girls (VAWG) and domestic violence (DV);

WHEREAS, UNFPA supports expanding the possibilities for women and young people to lead healthy sexual and reproductive lives, promoting gender equality and prevention/response to Gender-based/Domestic Violence and harmful practices against women and girls through strengthening national policies and systems for service delivery and mobilizing social demand;

WHEREAS the MoLHSA aims to provide Universal Health Care and Quality Control for the Protection of Patients;

WHEREAS the MoLHSA in the frameworks of the *National Action Plan for 2016-2017 on the Measures to be Implemented for Combating Violence against Women and Domestic Violence and Protection of Victims/Survivors* is committed to enhancing healthcare response to violence against women and girls, domestic and sexual violence and providing survivors with the relevant targeted protection and rehabilitation services;

WHEREAS the MoLHSA has a long-standing successful cooperation with UN Women and UNFPA;

WHEREAS, the Parties share similar interests and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;



NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

**Article II
Areas of Cooperation**

The Parties agree to cooperate in the following areas of activity:

1. Strengthening the capacity of the MoLHSA and the LEPL State Fund for the Protection and Assistance of the (Statutory) Victims of Human Trafficking (hereinafter the "State Fund");

To this end, UN Women shall:

- 1.1. Support the State Fund to establish specialized services for victims/survivors of sexual violence;
- 1.2. Support the State Fund in the training of the staff on sexual violence issues;
- 1.3. Support the State Fund to establish two additional shelters or crisis centers (location TBD) for VAW and DV victims/survivors;
- 1.4. Support the State Fund to establish two VAW and DV crises centers in Guria and Qvemo Qartli regions of Georgia;
- 1.5. Support the State Fund in the recruitment and training of the staff for the crises centers;
- 1.6. Support the State Fund in the establishment of a socio-economic rehabilitation programme for the victims/survivors of domestic violence;

2. Strengthening the capacity of the Ministry to advance the Health System response to VAWG/DV

To this end, UNFPA shall:

- 2.1. Support MoLHSA to refine/strengthen the institutional framework for an effective healthcare response to VAW/DV, including but not limited to introducing relevant changes in the medical forms, operationalizing Standard Operational Procedures (SOPs) for medical professionals, etc.;
- 2.2. Support MoLHSA to identify state funding mechanism for the services to be rendered for the victims of VAW/DV;



- 2.3. Support MoLHSA and State Fund to refine the legislative framework regulating healthcare response to VAW/DV through identifying legal collisions and introducing relevant changes to laws and bylaws as deemed necessary;
- 2.4. Support to pilot SOPs in close cooperation with MoLHSA in the selected medical facilities of Tbilisi and Kakheti region. The analysis of the piloting will serve as the basis for further strengthening healthcare response to VAW/DV and replicating results nation-wide;
- 2.5. To support MoLHSA in refining monitoring mechanism for healthcare response to VAW/DV in close cooperation with State Fund and the National Center for Disease Control and Public Health (NCDC&PH);
- 2.6. To support MoLHSA to prepare the special training module for the healthcare professionals to be integrated in the continuous medical education system.

3. The MoLHSA shall:

- 3.1. Support UN Women and UNFPA in the implementation of the above activities by developing/adjusting the regulatory framework and other documents related to ensuring efficient response to VAWG, DV cases and provision of relevant targeted services as deemed necessary;
- 3.2. Ensure continuous high quality service provision to the survivors of VAWG and DV;
- 3.3. Nominate focal points from the staff of the MoLHSA in each direction for overall coordination of work under this MoU.

4. The State Fund shall:

- 4.1. Ensure sustainability of the shelters and crisis centers for the victims/survivors of VAWG and DV established with UN Women's support by taking over their funding from the state budget after one year of their establishment

Article III

Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the parties within the scope of this collaboration.



3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

4.1 The MoLHSA will partner with UN Women and UNFPA in order to implement the specific activities envisioned hereunder in accordance with the applicable UN regulations, rules and directives.

4.2 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU.

4.3 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V Visibility

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each party.

Article VI Term, Termination, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall commence on 9 June, 2017 and end on 31 December, 2020, unless terminated earlier by either party upon two months' notice in writing to the other party. The Parties may agree to extend this MOU in writing.



6.2 This MOU may be amended only by mutual written agreement of the Parties.

Article VII

Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For MoLSHA:	David Sergeenko Minister of Labour, Health and Social Affairs of Georgia 144 Tsereteli ave., Tbilisi 0159 Georgia
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For UN-Women:	Erika Kvapilova Country Representative UN Women Georgia 3, Kavsadze Str.; Office Suite 11 0179 Tbilisi, Georgia
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For UNFPA	Karl Kulesa UNFPA Representative in Turkey, Country Director for Azerbaijan and Georgia 9, Eristavi Str. 0179 Tbilisi, Georgia
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Article VIII

Miscellaneous

This MOU comprises the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

Article IX

Privileges and Immunities



Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article X
Entry into Force

This MOU may be signed in three originals in English and shall enter into force and effect on the date ("Effective Date") in which it is duly signed by all parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR MoLSHA:

FOR UN-Women:

FOR UNFPA:

David Sergeenko

Erika Kvapilova

Karl Kulesa

Minister of Labour,
Health and Social Affairs
of Georgia

Country Representative
in Georgia

Representative in Turkey
Country Director for
Georgia

Date:

Date:

Date:

7.6.17