



AGREEMENT

BETWEEN : The International Union Against Tuberculosis and Lung Disease, Inc., (**The Union – North America**) whose address is 61 Broadway, Suite 1720, New York, New York, 10006, USA **AND** L.Sakvarelidze National Center for Disease Control and Public Health under the Ministry of Labour, Health and Social Affairs, (hereinafter referred to as '**The Grantee**') whose address is 9 M.Asatiani St., Tbilisi, 0177 Georgia.

WHEREAS The Union – North America, a not-for-profit scientific organization located in New York, New York working in the field of tuberculosis on a worldwide basis ;

WHEREAS The Union – North America is responsible for coordinating and assisting to promote the work of its constituent members throughout the world ;

WHEREAS The Union – North America is managing a grants programme for tobacco control supported by the World Lung Foundation with financial assistance from the Bloomberg Philanthropies.

WHEREAS The Grantee has proposed a project for implementation and the Proposal Review Committee has recommended their proposal for funding, as part of the grants programme of the Bloomberg Initiative to Reduce Tobacco Use ;

WHEREAS The Grantee is available, willing and ready to implement this project as approved by the Proposal Review Committee.

THE PARTIES AGREE AS FOLLOWS :

1. Term : The project implementation will commence on the first day of the month following the date the contract is signed by both partners. The term of this agreement is for **24** (twenty four) months and may be extended subject to satisfactory performance and availability of funds.

2. Maximum amount of grant : The Union – North America undertakes to finance a maximum of **USD \$219,596** (Two hundred and nineteen thousand, five hundred and ninety-six US Dollars only) ('**The Contribution**') as detailed in the approved budget attached hereto in **Annex 2**.

3. Administration of the grant : The funds granted shall be applied by the Grantee exclusively for provision of services as described in the Proposal Protocol, Budget and Work Plan with specified targets attached in **Annex 1** of this Agreement. The Grantee shall make every effort to ensure timely and full implementation of this Project. The Grantee shall not exceed the maximum amount of the approved grant and shall not make any changes beyond **10%** between line items without prior written approval from The Union – North America. The Union – North America must be informed of any changes below **10%** on any line item at the time of making the changes. Changes to the line item shall not alter the main purpose of this Project and shall be done only to ensure smooth implementation of the agreed project goal. For the purposes of this Agreement, a line item refers to the main budget head agreed to in writing at the time of contract negotiations.

4. Financial Provisions : The total amount paid by The Union – North America to the Grantee shall not exceed the maximum amount established in **Article 2** of this Agreement, even if the total actual eligible expenditures exceed the approved budget. If the eligible costs at the end of this Project are less than the approved budget total, The Union – North America's Contribution shall be limited to the amount actually spent. The Grantee accepts that the grant given by The Union – North America can under no circumstances result in a profit for itself and that it must be limited to the amount required to balance income and expenditure for implementation of the work plan.

4.1. Payments : The Union – North America shall pay the grant to the Grantee in the following manner :

- (a) **Pre-financing of 30% of the approved Year 1 Budget :** In the case of unavailability of a yearly breakdown for projects of more than **1** (one) year, The Union – North America shall make a proportionate adjustment to the amount of pre-financing for the total duration of the project, (e.g., the pre-financing amount of a **2-year** project would be **15%** of the total approved contract amount) within **15** (fifteen) working days of receipt of the following documents by The Union – North America :

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- (i) the Agreement signed by both parties
 - (ii) the completed financial identification form, **Annex 5**
 - (iii) a request for payment using the model attached in **Annex 6**
- (b) The balance will be paid in equal instalments every **3** (three) months, subject to receipt and approval of financial and activity reports in the format prescribed by The Union – North America.
- (c) The payments owed by The Union – North America shall be made to the Grantee's bank account referred to in the financial identification form in **Annex 5**.
- (d) The Union – North America shall make payments in US dollars only.
- (e) Any financial report shall be considered approved if there is no written reply from The Union – North America within **45** (forty five) days of its receipt accompanied by the required documents. The Union – North America may suspend the time limit for approval of a report by notifying the Grantee that the report cannot be approved and that it finds it necessary to carry out additional verifications. In such cases, The Union – North America may request clarifications, alterations, or additional information which must be produced by the Grantee within **30** (thirty) days of the request. The time limit recommences on the date that the required information is received.
- (f) The time limit of **15** (fifteen) working days for payment referred to in Article **4.1.(a)** shall expire on the date on which The Union – North America's account is debited. Without prejudice to Article **4.1.(a)** The Union – North America may suspend this time limit by notifying the Grantee that the request for payment is inadmissible either because the amount in question is not due or because proper supporting documents have not been supplied or because it deems it necessary to conduct further checks (including on-the-spot checks) to ensure that the expenditure is warranted. The time limit for payment shall recommence on the date on which a correctly formulated request for payment is recorded.

4.2. Eligible Costs: To be considered as eligible, the direct costs of this project must comply with the following rules:

- (a) They must be necessary for carrying out the project, be provided for in the approved budget, and comply with the principles of sound financial management, in particular value for money and cost effectiveness;
- (b) They must have actually been incurred by the Grantee or its partners during the implementation period of the project as defined in **Article 3** of the Agreement, whatever the time of actual disbursement by the Grantee or a partner and will not affect the eligibility of costs of the final audit;
- (c) They must be recorded in the accounts or tax documents of the Grantee or its partners and must be identifiable, verifiable and backed by original documents of supporting evidence.

4.3. Subject to the above, and where relevant to the provisions of the approved budget being respected, the following direct costs shall be deemed eligible:

- (a) The costs of staff assigned to the project, corresponding to actual salaries plus fringe benefits and other remuneration related costs; salaries and costs must not exceed those normally borne by the Grantee or its partners;
- (b) Travel and subsistence costs for staff taking part in the project, provided they do not exceed those normally borne by the Grantee or its partners;
- (c) Purchase costs for equipment (new and used) and services, provided they correspond to market rates;
- (d) Costs of consumables and supplies;
- (e) Subcontracting expenditure;
- (f) Costs deriving directly from the requirements of the Agreement (dissemination of information, evaluation specific to the project, audits, translation, reproduction, insurance, etc.) including financial services costs (in particular the costs of bank transfers).

4.4. Ineligible Costs:



- (a) Debts and provisions for losses or debts
- (b) Interest owed
- (c) Items already financed in another framework
- (d) Currency exchange losses
- (e) Taxes

4.5. Indirect costs:

- (a) A lump sum not exceeding **10%** of the direct eligible costs of the project may be claimed as indirect costs to cover the administrative overheads incurred by the Grantee for the implementation of the project ;
- (b) Indirect costs are eligible provided that they do not include costs assigned to another heading of the approved budget.

4.6. Recovery: The Grantee undertakes to repay any amounts paid in excess of the approved amount to The Union – North America within **45** (forty five) days of receiving a request to do so. Should the Grantee fail to make repayment within the established deadline, The Union – North America may (unless the Grantee is a government agency) increase the amounts due by adding interest at the rate applied by the Federal Reserve Bank of the United States. **Bank charges incurred by the repayment of amounts due to The Union – North America shall be borne entirely by the Grantee.**

4.7. The Grantee shall ensure that the Contribution is kept in an institutional account separate from any other funds for the exclusive use of the Bloomberg Initiative grant. The Grantee shall have access to these funds on an immediate basis.

4.8. The Grantee shall administer the account for the grant in accordance with the approved Work Plan and Budget (Annexes 1 and 2), ensuring compliance with other applicable rules and procedures and practices and keep separate records and accounts for the project.

4.9. The Grantee shall keep accurate and regular records and accounts of the implementation of the Bloomberg Initiative project using a dedicated double-entry bookkeeping system as part of or as an adjunct to the Grantee's main accounts. This dedicated system shall be run in accordance with procedures dictated by professional practice.

4.10. Accounting records related to the Grant, as well as copies of the reports submitted to The Union – North America, shall be kept by each Grantee for at least **4** (four) years after completion of the use of the grant funds and shall be made available to the Donor for examination upon request.

4.11. In addition to the financial and narrative reports, written reports on the use of capital equipment purchased with grant funds shall be submitted to The Union – North America as of the end of its fiscal year in which such grant funds were used to purchase capital equipment and for the next **2** (two) succeeding fiscal years. No further reports on equipment need be furnished unless requested by the Donor. Each report should confirm that such equipment has not been used for any purpose proscribed by the terms of this Agreement.

5. The grant may be used only for the charitable, scientific, literary or educational purposes described in the Work plan in **Annex 1** and are to be spent within the term of this Grant. Any funds not expended or committed for the purposes of the Grant, or within the period specified, shall be returned to The Union – North America.

5.1. The Grantee shall allow The Union – North America's staff or its consultants to verify, by examining the documents or by means of on-the-spot checks, the implementation of the Bloomberg Initiative project and conduct a full evaluation at the end of the project by an independent authority. Furthermore, the Grantee shall give appropriate access to staff or consultants of The Union – North America or the independent authority to the sites and locations at which the Bloomberg Initiative project is being implemented, including information systems, as well as documents and databases concerning the technical and financial management of the

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Bloomberg Initiative project and take all steps to facilitate their work. Documents must be easily accessible and filed so as to facilitate their examination and the Grantee must inform The Union – North America staff or consultants of their precise location.

5.2. Annual Audit: The Grantee shall engage the services of a qualified auditor to conduct an annual audit of this project. Each annual financial audit report must be submitted to The Union – North America no later than **90** (ninety) days after the completion of each year of this Agreement.

5.3. Reporting: The Grantee shall provide a quarterly technical and financial report using the format and information given in **Annex 3** and **Annex 4** within **30** (thirty) days of the completion of each quarter. The Grantee shall provide any supplementary information upon request from The Union – North America, to include copies of supporting documents and receipts of expenditures.

5.4. Currency of Reporting: The financial reports shall be submitted in **USD**. The exchange rate should be the exchange rate of the date when the conversion into local currency was made, as recorded by the bank in the Grantee's bank statement.

6. Intellectual Property:

6.1. Scientific publications resulting from or based on the results of the Bloomberg Initiative project are allowed provided that The Union – North America and the Bloomberg Philanthropies are mentioned as Donors and that the contribution of each of the scientists is acknowledged.

6.2. Any publication related to the Bloomberg Initiative, in whatever form and by whatever medium, including internet, must include the following statement: ***'This document has been produced with the help of a grant from the World Lung Foundation. The contents of this document are the sole responsibility of the authors and can under no circumstances be regarded as reflecting the positions of the International Union Against Tuberculosis and Lung Disease (The Union) nor those of the Donors'.***

6.3. The Grantee grants to The Union – North America a non-exclusive, royalty-free license in perpetuity, to reproduce, exhibit and communicate to the public all text, published and unpublished, in print, in graphics, and in digital documents resulting from works that were developed by the Grantee as part of this Agreement.

7. Visibility: The Grantee must take all necessary steps to publicize the fact that the World Lung Foundation, with financial assistance from the Bloomberg Philanthropies, have financed or co-financed the activities funded under this Agreement. In particular, the Grantee shall mention this Project and the Donor's financial Contribution in information given to the final recipients of this Project, in its internal and annual reports, and in any dealings with the media.

7.1. The Grantee authorizes The Union – North America to publish its name and address, the purpose of the grant and the maximum amount of the grant. Exemption from publication of this information may be granted if it could endanger the Grantee or harm its interests.

8. Force Majeure:

8.1. If any party hereto is prevented, hindered or delayed from performing its obligations under this Agreement as a result of a Force Majeure, such prevention or delay shall not be considered as a breach of this Agreement and that party shall be relieved of its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.

8.2. In the event of a Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. In the event that the proper execution of the work according to the conditions stipulated in this Agreement is hindered or prevented due to a Force Majeure beyond **30** (thirty) days, either party shall be entitled to terminate the Agreement without having to pay indemnity to the other, effective upon the other party's receipt of the appropriate written notice of termination.

9. Conflict of Interest: The Grantee undertakes to take all necessary precautions to avoid conflict of interest and shall inform The Union – North America without delay of any situation constituting or likely to lead to any such conflict. There is a conflict of interest where the impartial and objective exercise of the functions of any person

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

10. Assignment: This Agreement and the ensuing disbursements may not be transferred or assigned to a third party in any manner whatsoever without prior written consent from The Union – North America.

11. Independent Grantee Relationship: Nothing contained herein shall be construed to imply a joint venture, partnership, or employer and employee relationship between the parties. Neither party shall have any right, power, or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

12. Modifications, Amendments, or Waivers: No modifications or amendments to this Agreement nor the waiver of any provision shall be valid unless presented in writing and signed by duly authorized representatives of the parties.

13. Applicable Laws – Legal Disputes: This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without reference to its conflict of laws, rules or policies as if this Agreement were to be fully carried out in the State of New York. Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subjected to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, in accordance with the **UNCITRAL** Arbitration Rules. The parties shall accept the arbitral award as final.

14. Liability and Indemnification:

14.1. The Union – North America, its officers, employees and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Grantee or of anyone else, occasioned by, or in any way attributable to the Grantee under this Agreement unless such injury, loss or damage is caused by the negligence of an officer, employee or agent of The Union – North America acting within the scope of his/her employment.

14.2. The parties will mutually defend and forever hold each other and their officers, employees and agents harmless from and against any and all third party claims, lawsuits, judgments and expenses (including, without limitation, reasonable legal fees) arising out of any breach by the other party of any provision of this Agreement or any misrepresentation made by the other party and its officers, employees or agents. This paragraph shall survive the termination of this Agreement.

15. Confidentiality: The Grantee shall treat as confidential, during as well as after, the performance of any work under this agreement, any information, including any personal information defined by The Union – North America, to which the Grantee becomes privy as a result of acting under this Agreement. The Grantee shall not disclose any such information to any other person or party which is not participating in this Agreement in a form that could reasonably be expected to identify the person, including individuals, to whom such information relates.

16. Termination:

16.1. This Agreement may be terminated, in whole or in part, by either party at any time upon **45** (forty five) days prior written notice of termination to the other party.

16.2. Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with this Agreement by and between the Grantee and The Union – North America.

16.3. Any disputes pertaining to the termination of this Agreement will be resolved according to applicable laws in the State of New York.

16.4. In the event that any party hereunder shall breach any of the terms and conditions contained in this Agreement to be kept, observed or performed by it, then the other Party may terminate this Agreement, at



their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach **30** (thirty) days notice in writing, specifying the breach.

16.5. In the event that any party shall become insolvent or shall suspend its operations or shall file a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or shall make an assignment for the benefit of creditors, then the other party may thereafter immediately terminate this Agreement by giving written notice of termination to such party or its receiver.

16.6. If this Agreement is terminated by The Union – North America pursuant to any of the paragraphs of **Article 14**, the Grantee is entitled to those monetary amounts duly expended or obligations duly incurred for a period no longer than **45** (forty five) days following the date of termination.

16.7. The provisions of **Article 15** shall survive the expiration or termination of this Agreement.

17. Complete Agreement: This Agreement becomes a binding contract only upon signature by both parties and the delivery of fully signed copies to the other party.

18. Notices: All notices and demands under this Agreement shall be made in writing and shall be communicated by e-mail or conventional mail to the mail address of the receiving party.

19. Executive Order on Terrorism Financing (FEB 2002): The Grantee is reminded that the U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the Grantee to ensure compliance with these Executive Orders and Laws. This provision must be included in all subcontracts/sub awards issued under this grant Agreement.

19.1. Terrorism Certification: By signing this Agreement, the Grantee provides the certification set out below:

1. The Grantee, to the best of its current knowledge, did not provide, within the previous **10** (ten) years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in **Paragraph 3**.
2. The following steps may enable the Grantee to comply with its obligations under Paragraph 1:
 - (a) Before providing any material support or resources to an individual or entity, the Grantee will verify that the individual or entity does not:
 - (i) Appear on the master list of Specially Designated Nationals and Blocked Persons, which is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at the OFAC's website : <http://www.treas.gov/offices/eotfffc/ofac/sdn/t11sdn.pdf>
 - (b) Before providing any material support or resources to an individual or entity, the Grantee will also verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Grantee should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - (c) Before providing any material support or resources to an individual or entity, the Grantee will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - (d) The Grantee will also implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.



3. For the purposes of this Certification:

(a) **'Material Support and Resources'** means:

Currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

(b) **'Terrorist Act'** means:

- (i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions web site : <http://untreaty.un.org/English/Terrorism.asp>) ;
or
- (ii) An act of premeditated, politically motivated violence perpetrated against non-combatant targets by sub national groups or clandestine agents; or
- (iii) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

(c) **'Entity'** means a partnership, association, corporation, or other organization, group or subgroup.

(d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of Bloomberg Philanthropies funds or Bloomberg Philanthropies' financed commodities to the ultimate beneficiaries of Bloomberg Philanthropies assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Grantee has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(e) The Grantee's obligations are not applicable to the procurement of goods and/or services by the Grantee that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Grantee has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. This Certification is an express term and condition of this Agreement, and any violation of it shall be grounds for unilateral termination of this Agreement by The Union – North America prior to the end of its term. This provision must be included in all subgrants and/or subcontracts made under this Agreement

19. The Grantee confirms that it and all members of its board and senior management have no affiliation with the tobacco industry and/or its agents/associates and currently does not accept and will not accept financial or other support from any tobacco product manufacturer or the parent, subsidiary or affiliate of a tobacco product manufacturer until at least 6 (six) months after the end of the grant period. Failure to comply may constitute grounds for termination of this Grant Agreement and refund of funds provided under this Grant.



International Union
Against Tuberculosis
and Lung Disease

IN WITNESS WHEREOF, the parties have executed this Agreement:

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José Luis Castro, MPA
Acting Director
The Union - North America

Date: *20/12/2011*

Place: *Psj*

[Signature]

Nata Avaliani
Director General
L. Sakvarelidze National Center for Disease Control and
Public Health
Under Ministry of Labour, Health and Social Affairs

Date: *26/12/2011*

Place: *Tbilisi, Georgia*

[Signature]

Lela Sturua
Project Director
L. Sakvarelidze National Center for Disease Control and
Public Health
Under Ministry of Labour, Health and Social Affairs

Date: *26/12/2011*

Place: *Tbilisi, Georgia*



Annex 1

Project Proposal and Workplan

ORGANIZATION		
Organization's legal name	L.Sakvarelidze National Center for Disease Control and Public Health	
My organization is	Governmental	
AUTHORIZED CONTACT PERSON		
Contact person	Title	Ms.
	First name	Nata
	Family name	Avaliani
Direct email		nata.avaliani@ncdc.ge

PROJECT DETAILS	
Project title (20 words or less)	Enforcement of 100% smoke-free policy in healthcare institutions and secondary schools of Georgia
Total amount requested in US\$	\$219,596
Duration of project (in months)	24 months
Proposed new start date of project	August 2011
Project scope	National
Project outreach: population (number of people) that will be <u>directly</u> affected by your project	Whole population of 4 500 000

REINVESTMENT	
Will this project expand on previous grants work completed with The Union?	Yes



PART A.1 PROJECT SUMMARY

A.1.1 Provide a concise summary of your proposal

Important achievements in field of prohibition of smoking in public places have been taking place since 2009, period when project "Enforcement of 100% smoke-free policy in healthcare institutions and secondary schools" is implementing in Georgia. Namely The Parliament of Georgia adopted changes in law concerning "Tobacco Control" and totally banned smoking in healthcare, educational and other facilities. To support enforcement process of the new legislation in frame of the project achieved support of stakeholders, developed guides and accordingly trained representatives of target institutions, trained executive structures, observed situation in 1000 facilities and conducted individual work with the institutions where violations was found. Using those activities we achieved important progress, namely, compared with 2007 doubled number of target facilities where smoking ban is implemented.

Considering experience of previous project we are going to expand coverage of the project activities, strengthen enforcement mechanisms of smoking ban by adopting new system of penalties in Administrative Offence Code of Georgia, to strengthen awareness of responsible governmental and nongovernmental organizations about effective enforcement practices, establish system of self-evaluation to finalize process of implementation of smoke-free policy in institutions where violation of the legislation still exists, also ensure sustainability of the ban in successful facilities.

PART A.2 PROJECT DESCRIPTION

A.2.1 Purpose of the project and measurable objectives

Purpose

The purpose of the project is to enforce existing smoke-free legislation as a key step towards becoming compliant with Article 8 of the Framework Convention on Tobacco Control, and to strive for greater acceptance of smoke-free places in Georgia.

Objectives

- Objective 1: To promote the success of smoke-free policy to date and increase protection of the public from tobacco smoke.
- Objective 2: To strengthen implementation of smoke-free legislation in key institutions and build the capacity of managers, health care professionals and others to promote more extensive smoke-free areas.

A.2.2. Context, linkages to work undertaken for current BI grant, available resources and partners

Georgia is an Eastern European country in the Caucasus Region with a population of 4.5 million. There is no regularly conducted national survey, but according to various surveys, current smoking prevalence among adults is 27.8-39%, and among youth (14-16 years of age) is 23.3%. Other surveys show that smoking prevalence among health professionals is approximately 35%.

In 2003 the Georgian Parliament passed law concerning "Tobacco Control in Georgia," that, despite some notable deficiencies, contained guidelines for tobacco control activities. There were partial restrictions on smoking in public and work places, but these guidelines were not followed.

According to a study conducted in 2006-2007, there were practically no restrictions on smoking within 83.3% of hospital buildings and 65% of primary healthcare facilities except surgery and recovery rooms. Personnel, patients and visitors were all smoking. Smoking was widespread in public (secondary) schools by teachers as well as pupils. The absence of a total ban and penalty mechanisms as well as social inhibitions ensured that policy enforcement was ineffective.

There are about 268 hospitals, 791 primary health care facilities, and 2340 secondary schools in Georgia. Based on Government decisions, the physical infrastructure as well as management practices within these state institutions is under revision. There is also a drive to privatize the majority of healthcare facilities.

In 2011 it will have been five years since Georgia ratified the Framework Convention on Tobacco Control (FCTC). In 2009 Parliament of Georgia amended the Tobacco Act to make it more compliant with the requirements of the FCTC. The country needs to take further steps to completely implement the convention, including making the rest of public/work places smoke-free and to establish an effective system of response to violations of tobacco control legislation.

In 2009 L. Sakvarelidze National Center for Disease Control and Public Health under Ministry of Labour, Health and Social Affairs together with partners started implementation of the project "Enforcement of 100% smoke-free policy in healthcare institutions and secondary schools". In frame of the project, we conducted meetings and gained the support of about 250 known experts and stakeholders in the healthcare and education sectors. We discussed the changes in legislation and practice, developed guides and additional materials for healthcare institutions and secondary schools to help them implement smoke free regulations. We conducted a media campaign using WLF materials and organized First Georgian National Conference on Tobacco or Health with participation of senior representatives of Government and 400 representatives and experts from healthcare and educational sectors.

With the help of the Johns Hopkins School of Public Health, we created observational instruments, created and trained monitoring teams, carried out observational monitoring in 1000 target facilities, and measured tobacco smoke in buildings of 147 facilities. Where we found violations, we responded to the institutions with offers of guidance. We trained about 700 representatives of healthcare institutions and secondary schools (focus was given to institutions with observed violations of the law), these activities proved successful. We found a significantly increased level of compliance in those institutions. Compared with the 2007 study, the proportion of smokefree healthcare facilities doubled and about 67% of secondary schools observed were found to be smoke free

One of the objectives of the original project was to change the licensing regulations of healthcare institutions and schools to include a requirement to be completely smoke free. This would be a mechanism to enforce the law. But when the project was already underway, the Government decided to away with the licensing system for these institutions as part of its move to deregulate institutions

The Administrative Offence Code of Georgia is the regulation which will contain the system of sanctions against violations of smoke free legislation. In the frame of previous project we developed an amendment to this Code. The amendment includes a total change of the size of penalties and system of their administration, not only for smoke free requirements, but all other violations of tobacco control legislation. The main issue is that administration of the fines in different sectors should be the responsibility of executive structures of different responsible Ministries rather than the criminal justice system.

The current voluntary compliance with legislation must be sustained and expanded to those institutions that have had difficulty in becoming smoke free. In those institutions where we found violations more prolonged interventions, with additional training, motivation and new activities. To respond on those challenges we need to ensure that institutions are covered by existing types of activities not only once, but repeatedly according to need. In addition to this, according to our experience and situation analysis, we need new types of factors such as system of self-evaluation, system of rewards for success and penalties on violations, and promotion of successful facilities, also strong informational support.

The National Center for Disease Control and Public Health, Institute of Public Health, FCTC Implementation and Monitoring Center are already working to prepare for a successful adaptation of the new system of penalties. Together with our other partners, we already have important experience in coordinated work, conducting effective trainings, observation and measurement of tobacco smoke, response to violations as well as contacts with target institutions and stakeholders.

A.2.2 Project strategies and activities

Objective 1: To promote the success of smoke-free policy to date and increase protection of the public from tobacco smoke.

Objective 2: To strengthen implementation of smoke-free legislation in key institutions and build the capacity of managers, health care professionals and others to promote more extensive smoke-free areas.

Three main strategies to achieve the goals and objectives are chosen for the project:



- Building consensus and providing information to support approval of a new Administrative Offence Code that will support implementation of the smoke free legislation
- Building a supportive environment for changes in the Administrative Offense Code and smoke-free policies in healthcare institutes and schools
- Strengthening implementation practices for smoke free healthcare facilities and secondary schools

Objective 1: To promote the success of smoke-free policy to date and increase protection of the public from tobacco smoke.

Strategy: Building consensus and providing information to support approval of a new Administrative Offense Code that will support implementation of the smoke free legislation

Activity 1.1: Meetings with experts to achieve agreement on final version of amendment in Administrative Offense Code of Georgia

Activity 1.2: Exhibition in Parliament of Georgia to initiate and support process of changes in Administrative Offense Code

Draft of Amendment in Administration Offense Code is developed in frame of ongoing project. At that we need to agree the draft with experts on healthcare and educational sectors, also other stakeholders of legislation and enforcement. Experts and decision makers who are in close relation with legislative processes; also parliamentarians will be invited on the discussions. We plan to conduct about 5 meetings with this group to discuss all details of the draft. Final version and position will be agreed, signed by participants and sent to the Government and Parliament.

To increase understanding and attention of parliamentarians regarding importance of tobacco control changes show of pictograms and also photos from Georgian reality will be done under message "Support Enforcement of Smoking Ban". Professional photographer together with our monitoring teams will make photos of smoking in schools and hospitals and together with pictorial warnings we'll conduct show in hall of the Parliament of Georgia.

This activity will be done with active involvement of all our partners, related organizations, experts and stakeholders.

Objective 2: To strengthen implementation of smoke-free legislation in key institutions and build the capacity of managers, health care professionals and others to promote more extensive smoke-free areas.

Strategy: Building a supportive environment for changes in the Administrative Offense Code and smoke-free policies in healthcare institutes and schools

Activity 2.1. Promotion of successful institutions

Activity 2.1.1. Official notification of smoke free institutions

Activity 2.1.2. Establishment system of awards for successful institutions

The findings of our past work indicate the importance of promoting the success of some institutions that have followed good practice and are smoke-free. This increases the sustainability of the smoke-free status within each successful facility and the understanding of others that the success is achievable. An official letter signed by our partners - governmental and nongovernmental organizations - will be sent to the institutions where our monitoring teams observed successful implementation of the smoke-free policy. Together with this on 31 May of each year, "World No Tobacco Day", we will give a special award to some schools and healthcare institutions that have been especially good examples of smoke-free institutions.

Under planning and coordination with NCDC&PH this activity will be realized by FCTC implementation and Monitoring Center (FCTCIMC).

Activity 2.2. National conference on tobacco or health

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We organized First Georgian National Conference on Tobacco or Health – GNCTOH2010 in frame of this project. The main message of the conference was "Smoke Free Healthcare and Educational Institutions". 400 persons, among them high representatives of healthcare of educational sectors, governmental, international and nongovernmental organizations and also representatives of target institutions participated in the conference. The conference had great influence on the process of implementation of ban and other tobacco control activities in whole country. To ensure sustainability of the success of smoking ban, also increase scientific as well as practical power in tobacco control and related fields second Georgian Conference on Tobacco or Health – GNCTOH 2012 will be held. We suppose two day conference. For first day we'll invite about 400 participants and second day will be meeting of smaller group to discuss results of the conference and elaborate recommendations. The scientific board of the conference will be created with participation of the project staff and invited scientists. Oral and Poster presentations of scientific studies, as well as ongoing projects on the issues of smoking and related issues with a main focus of passive smoking will be held at the conference.

In realization of this activities all our partners will be involved.

Strategy: Strengthening implementation practices for smokefree healthcare facilities and secondary schools

Activity 2.3. Training representatives of enforcement agencies for the healthcare and education sectors.

We will conduct training for representatives of the police and regulatory agencies responsible for healthcare and secondary schools. We'll use materials and structure of the same trainings done before and new materials will be based on the changes in the Administrative Offense code and other legislative requirements. We intend to train about 45 specialists.

Training materials will be done by Tobacco Control Group of NCDC&PH and trainings will be organized by the IPH and Ministry of education and Science under coordination of NCDC&PH.

Activity 2.4. Disclosure of violations of the smoking prohibition in healthcare facilities and secondary schools.

- Activity 2.4.1. Observation of a part of healthcare facilities and secondary schools;
- Activity 2.4.2. Revisit and observe healthcare facilities and secondary schools where violations were found during 2009-2010
- Activity 2.4.3. Measurement of secondhand smoke in selected buildings
- Activity 2.4.4. Identification of target institutions – Institutions with violation of smoking ban

In frame of the ongoing project we have developed instruments, trained monitors with high experience of observation and measurement of tobacco smoke. They observed 1000 facilities, among them about 400 violated the law and project provided for them trainings and individual work. It is great need to revisit and observe those facilities once again. Together with this project is expanding number of target institutions and rest part of main healthcare facilities and secondary schools (about 1000) will be observed using the same methodology. Together with observation as an very influential type of monitoring – measurement of tobacco air in buildings will be used according to needs and requirements of facilities. We'll gave special attention to observe smoke free policy within governmental building such as Ministry of Health, Labour and Social Affairs, Ministry of Education and Science, National Center for Disease Control and Public Health.

We already have rapid system of analyzing data of observations, because we are forming groups for trainings and also target institutions for individual work on basis of this analysis. Using this system we'll continue identification of institutions with violations.

Observation of facilities and measurement of tobacco smoke in buildings of healthcare facilities will be held by IPH and in educational sector by the FCTCMIC in coordination with NCDC&PH. Together with its own monitors those centers will contract monitors from other partners too and also from State Agency of Regulation of Medical Activities. Analysis will be done by tobacco control group of NCDC&PH.

Activity 2.5. Awareness building of target institutions for implementation of smoking ban

- Activity 2.5.1. Develop and print guides, including self-assessment tool; reprinting signs.
- Activity 2.5.2. Training of representatives of target healthcare facilities, secondary schools and other interested organizations;
- Activity 2.5.3. Response on violations.

We'll reprint 5000 guides (with addition of part on self-evaluation guides) and 20000 signs developed before for new target facilities and disseminate them during trainings, conference and individual work.

Our target audience for trainings will be identified during observation using rapid analysis. We suppose to train/retrain about 900 representatives of facilities, among them great majority from observed institutions with violations and also other interesting persons and representatives. We'll invite also successful institutions on training of self-evaluation. For second year we'll use the same training module with additions on regulations regarding new penalties. Also important addition will be training in issues of self-evaluation. Additional training material will be developed according to the guides of self-evaluation. We'll do special training for administrations of both Ministry of health and Education, also other governmental buildings to support enforcement of smoke free policy within their buildings.

To respond on violations we'll use typical instruments and scheme of work. Namely response on violation means visit in identified institution, meeting with management, providing typical informational package and consultation according to needs. According to the experience of the project some institutions have different requirements, namely some of them need training and/or meeting with staff, additional materials, consultations during longer period and in "key situations". We'll provide longer contacts to provide facilities with this assistance. This process will be much more effective considering self-evaluation system and guides.

Reprinting of the guides will be done by NCDC&PH. We'll distribute materials among our partners according to plan of trainings and individual work with institutions.

New training materials will be developed by NCDC&PH and training of representatives will be held by IPH in healthcare and by NCAC in educational sectors.

Response on violations will be held by FCTCMIC in close coordination with NCDC&PH.

Roles in the project:

Ministry of Labor, Health and Social Affairs - overall coordinator and responsible structure for successful implementation of the project.

National Center for Disease Control and Public Health is responsible structure to manage and implement the project. The NCDC&PH is responsible for organization and provision of technical and financial coordination of all main activities of the project, contracting partners according to their roles. Center and its Tobacco Control Group will develop all projects, materials and guides for the project, collect and analyze all information from contractors, plan and coordinate details of activities. At the same time the center will provide with its own resources including materials for self-cessation to help personnel and consumers of target institutions motivated to quit smoking after enforcement of complete ban.

Ministry of Education and Science of Georgia - implementation of recommendations on SFP, participation in development materials for schools (provides expertise regarding self-evaluation guide for schools), involvement of responsible central and regional structures of education and stakeholders in process (creation list of structures and stakeholders, their mobilization and inclusion in process for awarding facilities, trainings, response on violations and conference), awareness building in educational sector (conducting mobilization of participants according to the list sent by NCDC&PH, organization and conducting trainings of representatives of schools and executive structures in educational sector), participation in monitoring evaluation and response on violations, (involvement of the center's staff in monitoring of schools), active participation in change of legislation (mobilization of stakeholders of educational sector for meetings regarding administrative offense code, personal meetings with decision/policy makers) and organization of conference (creation list and mobilization of participants from educational sector, review of abstracts in field of education).

FCTC implementation and monitoring center – Promotion of successful institutions (creation and agreement list of candidates for awards with all partners, observation/re-observation of target facilities, checking self-evaluation done by the institutions, close contact with management, organization of award ceremony), monitoring of schools (according to the list sent by NCDC&PH visit and observation of target schools, providing of NCDC&PH with results), response on violations (according to the list sent by NCDC&PH visit in target facilities and provision individual work with management), implement self-evaluation plan (during visits for response of violation checking



self-evaluation done by the facilities), active participation in change of legislation (participation in creation of list of invited experts/structures, mobilization of experts from NGO-sector, personal meetings with particular decision/policy makers, organization of exhibition) and organization of conference (mobilization of participants of the conference, namely from NGO sector).

Institute of Public Health – Observation and measurement of tobacco smoke in healthcare facilities (according to the list sent by NCDC&PH visit and observation of target healthcare facilities, providing of NCDC&PH with results), Trainings of representatives of healthcare facilities, trainings of executive structures (communication with the target institutions according to the list sent by NCDC&PH, their mobilization, organization and conducting of trainings) active participation in change of legislation (participation in creation of list of invited experts/structures, mobilization of experts from NGO-sector, personal meetings with particular decision/policy makers) and organization of conference (mobilization of participants of the conference, namely from NGO sector).

A.2.3 Evaluation

Final Result of the project:

Percentage of smoke free secondary schools and healthcare facilities among observed

Strategy: Building consensus and providing information to support approval of a new Administrative Offense Code that will support implementation of the smoke free legislation;

- Adopted changes in Administrative Offense Code

Activity 1.1. Meetings with experts to achieve agreement on final version of amendment in Administrative Offense Code of Georgia;

- Percentage of mobilized advocates, stakeholders and experts who actively supported adoption of amendment in the Administrative Offense Code;
- Agreed draft of changes in Administrative Offense Code

Activity 1.2 Exhibition regarding smoking harm in Parliament of Georgia to initiate and support process of changes in Administrative Offense Code

- Number of stakeholders and parliamentarians attended the meetings and photo show

Strategy: Building a supportive environment for changes in the Administrative Offense Code and smoke-free policies in healthcare institutes and schools

- Number of Institutions awarded and included in the smoke free network for successful implementation of 100% smoke free policy;

Activity 2.1 Promotion of successful institutions

Activity 2.1.1. Official notification of smoke free institutions

- Percentage of institutions among observed ones who received notification

Activity 2.1.2. Establishment system of awards for successful institutions

- Number of Institutions awarded for successful implementation of 100% smoke free policy;

Activity 2.2 Second Georgian National Conference on Tobacco or Health

- Number of participants of the GNCTOH2012.

Strategy: Strengthening implementation practices for smoke-free healthcare facilities and secondary schools

- Percentage of target institutions informed on implementation of smoke free policy
- Number of executive structures trained and informed in the issues of enforcement of smoke free policy;

Activity 2.3 Training representatives of enforcement agencies for the healthcare and education sectors.

- Percentage of executive structures trained according to new Administrative Offense Code
- Number of representatives of executive structures trained according to new Administrative Offense Code

Activity 2.4. Disclosure of violations of the smoking prohibition in healthcare facilities and secondary schools.

Activity 2.4.1. Observation of a part of healthcare facilities and secondary schools;

- Number of new institutions observed;



Activity 2.4.2. Revisit and observe healthcare facilities and secondary schools where violations were found during 2009-2010

- Number of institutions re-observed;

Activity 2.4.3. Measurement of secondhand smoke in selected buildings

- Number of institutions where smoke was measured in air

Activity 2.4.4. Identification of target institutions – Institutions with violation of smoking ban

- Percentage of Institutions where violations were found in buildings

Activity 2.5. Awareness building of target institutions for implementation of smoking ban

Activity 2.5.1. Develop and print guides, including self-assessment tool; reprinting signs.

- Number of updated guides printed
- Number of signs printed

Activity 2.5.2. Training of representatives of target healthcare facilities, secondary schools and other interested organizations;

- Number of institutions where specialists are trained

Activity 2.5.3. Response on violations.

- Number of violations responded.
- To support passage of an amendment to the Administrative Offense Code of Georgia that would establish an effective system of penalties for violations of smoke-free legislation;
- Passed changes in the Administrative Offense Code on penalties for violation of smoking ban in healthcare facilities and secondary schools by the end of the first year of the project
- To strengthen implementation of smoke-free legislation in healthcare institutions and secondary schools in Georgia;
- Number of institutions successfully implemented smoke free policy

Source of information

- Reports of the project
- Reports of state and regional structures of MoLHSA, MES and other stakeholders
- Materials printed in frame of the project
- Reports on monitoring of implementation of smoke free policy
- Administrative Offense Code of Georgia
- Publications in TV, Radio and Printing Media

A.2.4 Identifiable Obstacles

Main difference between obstacles for the project of 2009-2010 and planned continuation is comparably rare and weak opposition, because main part of work – to ban smoking is achieved and practice shows its effectiveness.

Detailed review of identifiable obstacles:

Project is targeted to make smoke free very specific institutions where smoking is not acceptable for the employees and the public, and therefore open opposition will be unfavourable. Our main strategies that we are using usually to prevent and neutralize opposition are to make discussions open, use evidence, have direct contacts, and involve as many players as we can.

Direct opposition from the tobacco industry to block adaptation of enforcement system of existing ban in environments focusing on children, patients, doctors, and teachers is relatively easy to neutralize and use against the industry. The project coalition will perform all events transparently and through effective informational campaign. Besides this, requirement about date when changes must be adopted already exists in law. Direct positive contacts, involvement of relevant stakeholders and policy-makers from Governmental and Nongovernmental sectors and media activity are planned. The project will collaborate and will try to establish partnership with all stakeholders in order to achieve consensus with representatives of executive and legislative government, as well as non-governmental and other sectors.

Possible opposition from some Parliamentarians and Representatives of Executive power is possible. During discussions for changes in the law concerning a complete ban, two main arguments against the changes were identified. Main was fear to pass strong laws without strong enforcement possibilities. Against this we already have effect of new legislation – doubled number of facilities where smoking is banned. Second argument can be time, or

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to gave time institutions for implementation of the law, but fact is that smoking ban was adopted at 2009 and we'll discuss enforcement issues for 2011, 3 year later that is very long period.

Opposition from administrations of some healthcare facilities and secondary schools is possible. This opposition is based on typical opposition against changes and new norms. Direct contacts, informational campaigns, and backing of Ministries will prevent and neutralize this kind of opposition.

Opposition from personnel who are smokers is possible. The main argument of this group will be existing practice of successful institutions

A.2.5 Sustainability

The project is targeted to expand actions to change legislation, strengthen enforcement mechanisms, and implement them more effectively. Passage of changes in the Administrative Offense Code, and the practice of effective enforcement itself is the basis for sustainability of a 100% smoke free policy in healthcare facilities and secondary schools. Enforcement of these regulations will be automatically included in functions and responsibilities of executive structures, as well as healthcare organizations and secondary schools.

Trainings and the process of enforcement of 100% ban will achieve positive results. During all these activities, stakeholders will acquire expertise in realization of their new responsibilities in supporting a smoke-free environment in the target institutions. Additionally involvement of stakeholders and the informational campaign will strengthen support of society to ban smoking in this and other institutions and places.

The project builds awareness and prepares user-friendly guides for healthcare and educational organizations; we will train their leaders so that knowledge and awareness will be used in future to sustain the legislatively mandated changes. In addition, participation of the nongovernmental sector in implementation of the project will increase their competence to monitor enforcement processes, identify problems, and require adequate responses from responsible structures and institutions.

PART A.3 ORGANIZATIONAL INFORMATION

A.2.6 Organization history and mission

The Ministry of Labor, Health and Social Affairs is the main executive structure of Georgian Government responsible for implementation of the state policy to protect health of Georgian Population. The Ministry has appropriate responsibilities, power and structures on central and regional levels to implement the policy. Among them is responsibility to promote environment for protection of health in workplaces. The Ministry is responsible for ongoing reform of hospitals and primary healthcare facilities. Big part of facilities is under control of the Ministry. Together with this the Ministry implements state program of Health Promotion, which includes a tobacco control component, also strengthens institutions to implement effective tobacco control in Georgia. The Ministry is one of the main initiator of changes in tobacco control legislation.

The Ministry implements projects and programs through number of institutions. L. Sakvarelidze National Center for Disease control and Public Health is main state structure responsible for implementation of tobacco control programs.

By initiative of the Ministry and Center already is achieved total changes of tobacco control legislation, among them ban of smoking and we are working to change enforcement mechanisms. We have important progress in implementation of smoke free policy in public and workplaces, namely schools and healthcare facilities.

A.2.7 Objectives from previous grant

Main essence of this application is to continue, expand and enrich existing project activities. We don't have new type of objectives, because as practice show approach of our project is effective. Accordingly objectives and strategies of new project are in complete agreement with previous ones.

Detailed explanation according to previous objectives:

1. Completely ban smoking in all healthcare and educational institutions by legislation

We accomplished work on the first objective and banned smoking in all healthcare facilities and secondary schools by law concerning tobacco control.

2. Include requirement on 100% smoking ban in license conditions of these organizations and develop according system of penalties

Main essence of the second objective was to establish system of penalties for violation of law by inclusion requirement of smoking ban in licensing systems of target facilities. During the project implementation government totally changed approach to licensing system and now main law that will contain legislative response on violation of smoking ban become Administrative Offense Code of Georgia. Because of this we decided to change this Code. Accordingly main content of the objective is the same and changed only legislative act were changes must be done.- Strengthen state and regional structures in enforcement of a complete ban on smoking in health institutions and secondary schools in Georgia;

3. Strengthen state and regional structures in enforcement of a complete ban on smoking in health institutions and secondary schools in Georgia

We trained executive structures of healthcare and educational sectors in frame of previous grant and this is important factor in implementation of the project, because those where representatives of Central and regional Branches of Ministries of health and education. At that by administrative offense code executive structures can be changed, namely police can be main structure to enforce the law. Accordingly we are planning to conduct training of target structures according to new regulations.

4. Develop effective guidelines for implementation of a 100% smoking ban within these organizations

We already developed guides to help target institutions in implementation process and will continue dissemination of the guides.

According to our practice we plan to strengthen guide materials and additionally develop self-evaluation guides. This will help institutions to study facts and reasons of violation/compliance and plan more effective local strategies, also increase responsibility and understanding of transparency.

We trained representatives of 700 target institutions and will cover additional 1000 by the same kind of trainings, difference will be additional training in self-evaluation that will strengthen effectiveness of training activities.

5. Enforce 100% smoke free policy in all healthcare facilities and secondary schools in Georgia.

With help of the project enforced 100% smoke free policy in about 600 healthcare facilities. We need to expand scale of the project and cover majority of healthcare facilities and secondary schools. For this we'll use mainly same methodologies (observation, training and response on violations), but also wider informational campaign and promotion of successful institutions.



C: WORK PLAN - REINVESTMENT

Notes

1. This template form shows a sample time line, and is intended for guidance only.
2. Your work plan should show how the key project activities link to and support your major objectives over time.
3. The objectives should match those described in your project plan. To add more objectives or activities, simply insert additional rows as needed.
4. Please indicate clearly the lead person (staff position/consultant) in charge of each activity.
5. Where more than one organization is involved in your proposal, please indicate clearly the lead organization in charge of each activity.

PROJECT ID: GEORGIA-RI3-01

Timeline of activities supporting each major objective

Duration of renewal project: 24 MONTHS	YEAR 1												YEAR 2												Lead person (see Note 4)	Lead organisation (see Note 5)
	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24		
OBJECTIVE 1: To promote the success of smoke-free policy to date and increase protection of the public from tobacco smoke.																										
Strategy: Building consensus and providing information to support approval of a new Administrative Code that will support implementation of the smokefree legislation																										
Activity 1.1 Meetings with experts to achieve agreement on final version of amendment	x	x	x	x																					Kakha Gvinianidze	NCDC&PH
Activity 1.2. Exhibition regarding smoking harm in Parliament of Georgia to initiate and support process of changes in Administrative Code	x	x	x																						George Bakhturidze	FCTC/MC
OBJECTIVE 2: To strengthen implementation of smoke-free legislation in key institutions and build the capacity of managers, health care professionals and others to promote more extensive smoke-free legislation																										
Strategy: Building a supportive environment for changes in the Administrative Code and smoke-free policies in healthcare institutes and schools																										
Activity 2.1 Promotion of successful institutions																									Kakha Gvinianidze	NCDC&PH
Activity 2.1.1 Official notification of smoke free institutions		x	x																						Kakha Gvinianidze	NCDC&PH
Activity 2.1.2. Establishment system of awards for successful institutions		x	x										x	x											George Bakhturidze	FCTC/MC
Activity 2.2. National conference on tobacco or health							x	x	x	x	x	x													Nato Avalani	NCDC&PH
Strategy: Strengthening implementation smokefree healthcare facilities and secondary schools																										
Activity 2.3. Training representatives of enforcement agencies for the healthcare and education sectors									x	x															Akaki Khushvadze	IPH
Activity 2.4 Disclosure of violations healthcare facilities and secondary schools.																									Irakli Gamkrelidze	NCDC&PH
Activity 2.4.1. Observation of part of healthcare facilities and secondary schools;																									Irakli Gamkrelidze	NCDC&PH
Activity 2.4.1a Observation of schools		x	x				x	x					x	x	x										Akaki Khushvadze	IPH
Activity 2.4.1b Observation of healthcare facilities				x	x	x			x	x		x	x												George Bakhturidze	FCTC/MC
Activity 2.4.2 Revisit and observation of facilities found in violation during 2009-2010													x	x	x	x	x	x	x						Irakli Gamkrelidze	NCDC&PH
Activity 2.4.2a Visits to schools									x	x			x	x						x	x				Akaki Khushvadze	IPH
Activity 2.4.2b Visits to healthcare facilities												x	x		x	x	x								George Bakhturidze	FCTC/MC
Activity 2.4.3 Measurement of secondhand smoke in buildings;													x	x	x	x	x	x	x						Irakli Gamkrelidze	NCDC&PH
Activity 2.4.4. Analyses of results of observation											x	x								x	x	x			Kakha Gvinianidze	NCDC&PH
Activity 2.5 Awareness building of target institutions for implementation of smoking ban.																									Kakha Gvinianidze	NCDC&PH
Activity 2.5.1 Develop and print guides, including self-assessment tool; reprinting signs				x	x	x	x																		Kakha Gvinianidze	NCDC&PH
Activity 2.5.2 Training of representatives of target healthcare facilities, secondary schools and other interested organizations;									x	x	x		x	x	x				x	x	x				Levan Baramidze	NCDC&PH
Activity 2.5.3 Response to violations							x	x	x	x				x	x	x				x	x	x			George Bakhturidze	FCTC/MC



International Union
Against Tuberculosis
and Lung Disease

Annex 2 Budget

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2-6060

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Current Project ID (eg. INDIA-3-05):	GEORGIA-RI3-01
Organization:	Ministry of Labour, Health and Social Affairs of Georgia
Project Title:	Enforcement of 100% smoke-free policy in of Georgia
Project Duration (start/end dates and # of months):	June 2011 - May 2013, 24 Months

REINVESTMENT DETAILED BUDGET
(in US\$ only)

BUDGET CATEGORY	Unit	YEAR 1				YEAR 2				TOTAL	
		Quantity	Unit Price		Subtotal	Quantity	Unit Price		Subtotal		
1. STAFFING COSTS											
A. Staff Salaries (incl. benefits, taxes & other payments)											
1 Project Director, Lela Sturua	month	12	1,300	30%	4,680	12	1,300	30%	4,680		
2 Project Coordinator, Kakha Gviniaidze	month	12	1,250	50%	7,500	12	1,250	50%	7,500		
3 Project Adviser Nata Avaliani	month	12	1,500	20%	3,600	12	1,500	20%	3,600		
4 Project Assistant Natia Qaqutia	month	12	300	70%	2,520	12	300	70%	2,520		
5 Project Assistant Spartak Todua	month	12	500	50%	3,000	12	500	50%	3,000		
6 Project Assistant Teona Todua	month	12	300	70%	2,520	12	300	70%	2,520		
7 Coordinator of Monitoring, Irakli Gamkrelidze	month	10	1,000	30%	3,000	5	1,000	30%	1,500		
8 Project Officer Levan Baramidze	month	12	1,000	50%	6,000	12	1,000	50%	6,000		
Subtotal					32,820				31,320	\$ 64,140	
B. Consultant Fees											
1 Consultant - Enforcement in Healthcare Sector Gia Tvalavadze	month	6	1,000	20%	1,200	6	1,000	20%	1,200		
2 Consultant - Agency of Regulation, Zaza Abramidze	month	12	1,000	20%	2,400	12	1,000	20%	2,400		
3 Consultant - Enforcement Issues David Oniani	month	12	1,000	20%	2,400	12	1,000	20%	2,400		
Subtotal					6,000				6,000	\$ 12,000	
TOTAL STAFFING COSTS					\$ 38,820	\$ 37,320					\$ 76,140
2. OPERATIONAL COSTS											
Objective 1: To promote the success of smoke-free policy to date and increase protection of the public from tobacco smoke.										\$ 5,793	
Activity 1.1: Meetings with experts to achieve agreement on final version of amendment in Administrative Code of Georgia 5 meetings with 15 decision/policy makers											
Meals and Refreshments		100	8		778					-	
Meeting Room Rental	day	5	250		1,250					-	
Materials (printing/copying/distribution)	per person	80	2		160					-	
Subtotal					2,188					2,188	
Activity 1.2: Exhibition regarding smoking harm in Parliament of Georgia to initiate and support process of changes in Administrative Code 40 parliamentarians, 20 partners, 5 project staffs											
Meals and Refreshments	per person	65	15		975					-	
Materials (printing/copying/distribution)		65	2		130					-	
Developing through photographs exhibiting the smoking/ smokefree institutions		20	50		1,000					-	
Printing photographs exhibiting the smoking/ smokefree institutions		50	30		1,500					-	
Subtotal					3,605					3,605	
Objective 2: To strengthen implementation of smoke-free legislation in key institutions and build the capacity of managers, health care professionals and others to promote more extensive smoke-free areas.										\$ 117,700	
Activity 2.1: Promotion of successful institutions											
Activity 2.1.1: Official notification of smoke free institutions											
Materials (printing/copying/distribution) includes po: copy		700	1.00		700	1,000	1.00		1,000		
Subtotal					700				1,000	1,700	
Activity 2.1.2. Establishment of system of awards for successful institutions											
Allowances inclusive of all for participants		30	100		3,000	30	100		3,000		
Meeting room hire & comprehensive pack charges	day	1	1,500		1,500	1	1,500		1,500		
Other: Awards		50	50		2,500	50	50		2,500		
Subtotal					7,000				7,000	14,000	
Activity 2.2. National conference on Tobacco or Health											
Allowances inclusive of all for Participants					-	50	100		5,000		
Fees and Honoraria					-	5	300		1,500		
Meeting Room Rental	day				-	1	4,000		4,000		
Materials (printing/copying/distribution)	package				-	200	5		1,000		
Translation/Video/Photography					-	2	500		1,000		



BUDGET CATEGORY	Unit	YEAR 1			YEAR 2			TOTAL
		Quantity	Unit Price	Subtotal	Quantity	Unit Price	Subtotal	
<i>Subtotal</i>				-			12 500	12 500
<i>Activity 2.3: Training of representatives of the central and regional executive structures of healthcare and education sectors - 3 groups 15 person</i>								
Meals and Refreshments	per person	50	20	1 000			-	
Allowances inclusive of all for participants		20	100	2 000			-	
Meeting Room Rental	day	3	300	900			-	
Materials (printing/copying/distribution)	package	50	2	100			-	
<i>Subtotal</i>				4 000			-	4 000
<i>Activity 2.4 Disclosure of violations of the smoking prohibition in secondary schools and healthcare facilities</i>								
<i>Activity 2.4.1 Observation of rest part of healthcare facilities and secondary schools 5 days x 10 monitors x 10 months</i>								
Fees and Honoraria	per diem	200	100	20 000	200	100	20 000	
<i>Subtotal</i>				20 000			20 000	40 000
<i>Activity 2.4.2. Revisit and observation of healthcare facilities and secondary schools where was found violations during 2009-2010</i>								
Fees and Honoraria	per diem	50	100	5 000			-	
<i>Subtotal</i>				5 000			-	5 000
<i>Activity 2.5 Awareness building of target institutions for implementation of smoking ban.</i>								
<i>Activity 2.5.1. Develop and print guides, including self-assessment tool, reprinting signs.</i>								
Materials (printing/copying/distribution) Guides	copy	5 000	1,25	6 250			-	
Materials (printing/copying/distribution) Signs	copy	20 000	0,15	3 000			-	
<i>Subtotal</i>				9 250			-	9 250
<i>Activity 2.5.2 Training of representatives of target healthcare facilities, secondary schools and other interested organizations - 15 trainings per year</i>								
Air/Ground Travel		30	20	600	30	20	600	
Local Travel	per training	225	5	1 125	225	5	1 125	
Meals and Refreshments	per person	265	15	3 975	265	15	3 975	
Fees and Honoraria to facilitators	per diem	30	80	2 400	30	80	2 400	
Meeting Room Rental	day	15	150	2 250	15	150	2 250	
Materials (printing/copying/distribution)	copy	275	1	275	275	1	275	
<i>Subtotal</i>				10 625			10 625	21 250
<i>Activity 2.5.3 Response on violations</i>								
Fees and Honoraria	per diem	50	100	5 000	50	100	5 000	
<i>Subtotal</i>				5 000			5 000	10 000
TOTAL OPERATIONAL COSTS				\$ 67 368			\$ 56 125	\$ 123 493
3. EQUIPMENT								
<i>List equipment needed to purchase to implement this project</i>								
TOTAL EQUIPMENT COSTS				\$ -			\$ -	\$ -
4. ADMINISTRATIVE COSTS								
TOTAL ADMINISTRATIVE COSTS				\$ -			\$ -	\$ -
5. INDIRECT COSTS		10,0%		\$ 10 619	10,0%		\$ 9 345	\$ 19 963
6. TOTAL BUDGET REQUESTED				\$ 116 807			\$ 102 790	\$ 219 596

Annex 3

3.1 Quarterly Statement of Expenditure (US Dollars)

Bloomberg Initiative

Project Name:
Project Number:

Period: Quarter number 1

Category of Expenditure (a)	Total approved budget (Grant) (b)	Quarterly budget (c)	Expenditure for the current quarter (d)	Quarter utilization rate (e) = (d)/(c)	Expenditure as of the previous quarters (f)	Total expenditure (g) = (f)+(d)	Total utilization rate (h) = (g)/(b)	Remarks (i)
Staffing Plan Costs	\$0	\$0	\$0		\$0	\$0		
Operational Costs	\$0	\$0	\$0		\$0	\$0		
Others and audit Costs	\$0	\$0	\$0		\$0	\$0		
Equipment	\$0	\$0	\$0		\$0	\$0		
Indirect Costs	\$0	\$0	\$0		\$0	\$0		
Total	\$0	\$0	\$0		\$0	\$0		

At a glance:

Funds available at the end of previous quarter	\$0 (j)
Funds released during current quarter	\$0 (k)
Total funds available for current quarter	\$0 (l) = (j)+(k)
Expenditure for the current quarter	\$0 (m) = (d)
Balance available at the end of current quarter	\$0 (n) = (l)-(m)
Obligated funds for the current quarter	\$0 (o)

Prepared by:

Name, Signature and date

Approved by:

Name, Signature and date

3.2 Statement of Expenditure Summary (US Dollars)

Bloomberg Initiative

Project Name: 0
Project Number: 0

Period: All

SUMMARY

	Quarterly Budgets	Funds available at the end of previous quarter	Funds released during each quarter	Total funds available for each quarter (c + d)	Expenditure for each quarter	Balance (e - f)	Cummulative expenditure for the contractual financial period	Remarks
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1st Quarter	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
2nd Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
3rd Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
4th Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
5th Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
6th Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
7th Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
8th Quarter	\$0	\$0	\$0	\$0	\$0	\$0		
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Prepared by:

Name, Signature and date

Approved by:

Name, Signature and date



3.3 Instructions to Grantee for Quarterly Financial Reporting using “Statement of Expenditure”

The complete reporting file has 8 worksheets for quarterly expenditure reporting and 1 summary sheet for the duration of 1 year. There are 9 columns in the quarterly worksheets and each column is explained below. **Only the yellow boxes need to be filled.**

Columns and Titles

- a) **Categories of Expenditure** - This column includes 5 lines: Staffing Plan / Operational Costs / Other and Audit Costs / Equipment / Indirect Costs.
- b) **Total Approved Budget** – The approved amount of the grant appearing in the Grant Agreement. The amount shown is the amount received from the Bloomberg Initiative in USD currency.
- c) **Quarterly Budget** – The amount shown is the amount needed for the given quarter as per in the detailed budget.
- d) **Expenditure for the Current Quarter** – Enter the expenditure amount for each line item in column A
- e) **Quarter Utilization Rate [No entry is required]** -
- f) **Expenditure as of the previous quarters [No entry is required]** – This column gives the amount actually spent in the previous quarter.
- g) **Total Expenditure [No entry is required]** - This column lists the total funds spent for the current year.
- h) **Total Utilization Rate [No entry is required]** –
- i) **Remarks** – Use this column to enter any comments in reference to expenditures for each line item in column (a).

At A Glance

- j) **Funds Available at the End of Each Previous Quarter [No entry is required]** - This column will give a balance of funds available at the end of each previous quarter.
- k) **Funds Released During Current Quarter** – The amount shown is the amount received from the Bloomberg Initiative in USD currency.
- l) **Total Funds Available for the Current Quarter [No entry is required]** - This column will give the cumulative amount of (j) and (k).
- m) **Expenditure for the Current Quarter** – Enter the expenditure amount for each line item in column (a).
- n) **Balance Available at the end of the current quarter [No entry is required]** - This column is the total money received from the Bloomberg Initiative on line item 24, minus all line item expenditures in column F giving a total balance of funds available at the end of the current quarter.
- o) **Obligated Funds** - Funds that have been committed to the project phase by your organization for the project within the Bloomberg Initiative.

Note: Dated and signed financial reports should be sent to bgigrantreports@theunion.org.

Handwritten signatures and initials in purple ink at the bottom of the page.



Annex 4 QUARTERLY PROJECT PROGRESS REPORT

- This report must be completed and signed by the Primary Contact for the project.
- The information provided in the report must correspond to the financial information that appears in the financial reports.
- This is a quarterly report, only report on activities conducted and results achieved during the reporting period.
- The report will be analysed by your technical advisor and The Union – North America grants officer. Suggestions will be provided as necessary and you will be expected to revise your report submission accordingly. Incomplete reports will not be accepted and may lead to a delay in disbursement.
- The answers to all questions must cover the quarter as specified in your Schedule of Grant letter, sent to you at the commencement of your grant.

Section One: Project Information

Project ID	e.g. TURKEY-7-30
Quarter No.	e.g. Quarter 1
Period Covered	e.g. January – March 2010
Report Completed by	Primary Contact as per contract agreement
Project Website	e.g. www.tobaccocontrolgrants.org

Project Title	As per contract agreement
Project Goal	As per contract agreement
Specific Objectives	As per contract agreement
Location	As per contract agreement
Duration of Project	As per contract agreement
Grant Amount	As per contract agreement
Technical Advisor	
Contract Administrator	

Section Two: Executive Summary

Provide a brief assessment of the progress that has been made this quarter and the main issues that have been encountered (no more than 300 words).

Section Three: Activities and Progress against Work Plan

Using the table below, report on activities as outlined in your work plan for the period covered by this report. Describe any changes made to the activities and include the reasons for any change in the 'Explanation of Variance' column. Highlight possibilities of modifications to the project work plan. Please attach a revised work plan if changes have been made in the timing or nature of activities and specify if these changes have been endorsed by the Technical Advisor.

Progress against Work Plan

Objective 1: Objectives as listed in the contract agreement		
Activity	Progress against Activity	Explanation of variance
Activity 1: Activity as listed in the contract Work Plan	What was achieved as a result of these activities being carried out? What indicators were achieved? E.g. 25 Ministry of Health and 10 Health NGO attendees attended the seminar.	Reasons for modification for the planned activity – briefly outline the problems including delay, cancellation, postponement of activities which have arisen and how they have been addressed.



	Policy makers are now advocating in government for a better law.	
Activity 2: Activity as listed in the contract Work Plan	What was achieved as a result of these activities being carried out? What indicators were achieved? E.g. 25 Ministry of Health and 10 Health NGO attendees attended the seminar. Policy makers are now advocating in government for a better law.	Reasons for modification for the planned activity – briefly outline the problems including delay, cancellation, postponement of activities which have arisen and how they have been addressed.

Section Four: Significant Achievements this Quarter or Progress Towards deliverables

Please outline briefly the major achievements, if any, resulting from activities implemented during this quarter, including unexpected achievements. Please specify if these achievements were as a result of those activities funded by this project or otherwise. Please also discuss here any opportunities that you have identified. Please express these in bullet points (No more than 3 bullet points).

-
-
-

Section Five: Risks, Issues and Challenges

Report on any constraints, obstacles, challenges or other issues that have affected the progress and implementation of the project during the reporting period. Detail what impact any issues may have on the achievement of project targets, and set out how you plan to tackle these issues. In this section you can list whether there have been changes in risks, whether they have become issues and whether new risks have been identified.

Section Six: Monitoring and Evaluation

Provide brief details of progress in terms evaluating the outcomes of the project. Detail any interesting findings or emerging monitoring and evaluation issues affecting the project.

Section Seven: Request for significant changes to the Contract Agreement

Significant changes in the following areas i.e. Project goal, project objectives and project activities over 10% of the budget line item require prior approval from The Union – North America. If you are proposing any changes, please explain the rationale for this and outline any discussion you have had with your TA and CA and whether any endorsement of this change has been received, including any request for a No Cost Extension. Please include with the report submission the new proposed work plan and budget highlighting the changes made.

Section Eight: Financial Statement

Provide an outline of project expenditure to date. The Financial Progress Report and Financial Summary Report templates should also be completed and submitted with this report. E.g. 50% of the total budget spent by the end of quarter 5, representing an overall under-spending of 10% of the project budget to

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date.

Section Nine: Technical Support

List any technical support provided to you during the reporting period by The Union – North America including training, workshops and/or technical assistance. Include information on name(s) of the attendee(s) and what type of training attended/assistance was received. Detail any action plans/next steps agreed, and any changes that have resulted from this activity.

List any technical support provided to you during the previous reporting periods (3-6 months ago) by The Union – North America including training, workshops and/or technical assistance. Detail any further changes that have resulted from this activity, and any impact this has had on achieving the objective of your grant.

Section Ten: Partnership and Networking

Summarise key issues and learning by you and your partner(s) during the implementation of this quarter's activities. Outline the level of involvement of in-country partner(s) in the activities undertaken this quarter. Please also include any new partnerships that have been developed, if new networking opportunities have been identified, or if changes have been made to existing partnerships (no more than 300 words).

Checklist: Please ensure you have the following documents ready before you submit this report. Please where possible submit all these documents together to bgiggrantreports@theunion.org

☐	If there have been any changes to the original work plan, please ensure an amended copy of the work plan is attached to this report. If you are requesting significant modifications please submit a revised work plan and modified budget.
☐	Completed Financial Progress Report and Financial Summary Report.
☐	Any appendices or supporting documentation of interest that you wish to submit this quarter.

I hereby declare that the information provided in this report is true and accurate.

Name:	Signature:	Date:

Note : Dated and signed technical reports should be sent to bgiggrantreports@theunion.org.



Annex 5

Financial Identification Form

Bloomberg Initiative

Project #: GEORGIA-R13-01

Contractor Financial Identification Form

General Contractor Information

Contractor: L.Sakvarelidze National Center for Disease Control and Public Health

Adress: 9, M. Asatiani street

City: Tbilisi

Postal Code: 0177

Country: Georgia

Authorized Contact: Nata Avaliani/Lela Sturua

Phone Number: 995-32-39-89-46

E-mail: nata.avaliani@ncdc.ge lela.sturua@ncdc.ge

Banking Details

Accountholder: L.Sakvarelidze National Center for Disease Control and Public Health

Bank Name: TBC Bank

Bank Branch: Vake Branch of JSC TBC Bank

Bank Address: 11, Chavchavadze avenue, Tbilisi, Georgia

Bank Phone Number: 995-32-27-27-27

Account #: 45070473

Swift Code: TBCBGE22830

Intermediary Bank: HSBC BANK USA

Swift Code: MRMDUS33



International Union
Against Tuberculosis
and Lung Disease

TBC Bank # 000 305022
Correspondent
Account

Annex 6 Request for Payment Form

Bloomberg Initiative

Project #: GEORGIA-RI3-01

REQUEST FOR PAYMENT**

for _____ Quarter

Total Approved Grant Amount (US Dollars): \$219,596

Disbursement Breakdown (US Dollars):

1st Quarter**: N/A

2nd Quarter

3rd Quarter

4th Quarter

**A Request for Payment can be made only in conjunction with the submission of the quarterly Statement of Expenditures to The Union – North America via bgigantreports@theunion.org*

***This disbursement amount is indicated in the signed Agreement as is not to exceed 30% of the Total Approved Grant Amount for year 1. Subsequent disbursements will be made after receipt and approval of expenditure and activity reports.*

If the reports show a balance of unspent funds, the subsequent quarter's fund release will be adjusted accordingly

(Grantee Signature and date)

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International Union
Against Tuberculosis
and Lung Disease

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Annex 7

Limitations and Exclusions for the Grants Program

The following limitations and exclusions apply to all activities:

1. No grant funds shall be used to engage in any type of political or religious activity.
2. No political statements may be made or referenced (grant funds may not be used for lobbying activities). Information activities may be included if the project proposal suggests so.
3. Funding may not be used for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain Contributions.
4. Applicants will perform satisfactorily all activities outlined in the project. For very limited activities, they may engage subcontractors, including consultants, to complete contractual obligations. In such case, they must be identified in the work plan and budget/budget justification.
5. Minor refurbishment to accommodate additional staff hired specifically for the project could be considered with due justification.
6. Purchase of equipment such as computers, printers etc. must be according to the approved budget.
7. Indirect costs should not exceed 10% of the total direct costs in the budget.