

**Agreement
Between
The International Organization for Migration
And
National Center for Disease Control and Public Health
On**

Creating and conducting a Survey among returned migrants, foreign migrants, victims of trafficking and internal forced migrants residing in Georgia in the framework of the project "Research Study on Health of Migrants in Georgia"

1. Introduction

The project "Research Study on Health of Migrants in Georgia" aims at generating evidence on the health status, access to healthcare and health seeking behaviours of vulnerable migrant populations in Georgia with the overall goal of monitoring and protecting health of migrant populations in the country. The project is based on two pillars of strategic action which are:

- 1) Conduct a comprehensive Survey on the health care access, health seeking behaviours as well as risk factors for non-communicable diseases (NCDs) among returned / returning migrants, foreign migrants, victims of trafficking and internal forced migrants in Georgia and writing a report on the outcome of the Survey with findings and recommendations;
- 2) The dissemination of generated findings and recommendations among respective government structures and stakeholders for follow up action on migrant friendly health care delivery and NCDs control measures. The generated evidence will be used to recommend multi-sectoral approaches towards migrant health protection.

2. Parties

The Parties to this Agreement are the **International Organization for Migration**, Mission in Georgia, 41 Gogebashvili Street, Tbilisi, 0179, Georgia, represented by Ilyana Derilova-Stoykova, IOM Chief of Mission to Georgia, hereinafter referred to as IOM, and National Center for Disease Control and Public Health, in 9 M. Asatiani Street, Tbilisi, 0177, Georgia, represented by Nata Avaliani, Director General, hereinafter referred to as the Implementing Partner or National Center for Disease Control and Public Health.

3. Scope of the Agreement

This Agreement defines the roles of each party in the implementation of the first pillar of the Project on the "Research Study on Health of Migrants in Georgia", namely creating and conducting a comprehensive Survey on the health care access, health seeking behaviours as well as risk factors for non-communicable diseases (NCDs) among returned / returning migrants, foreign migrants, victims of trafficking and internal forced migrants in Georgia and writing a report on the outcome of the

100

Survey with findings and recommendations (the Project). Activities under this Agreement are to be started on 1 November 2011 and fully and satisfactorily completed by 29 February 2012.

4. Responsibilities of IOM

IOM undertakes to:

- 1) Liaise with all relevant governmental counterparts and health frontline stakeholders among which the Ministry of Labour, Health and Social affairs of Georgia (MoLHSA), as necessary;
- 2) Provide technical assistance in establishment of the Survey team, development of the Survey design, namely outlining the methodology and target groups, and development of concrete instruments that will be used throughout this Project (i.e. data collection tools, informed consent forms, questionnaires, information material and other documents).
- 3) Facilitate the process of obtaining the ethical approval from the Ethical Review Committee of the MoLHSA;
- 4) Provide technical assistance in the process of developing, translating, piloting and finalizing the Survey instruments.
- 5) Monitor the process of field workers' training;
- 6) Monitor the Survey implementation;
- 7) Provide technical assistance in drafting and finalizing the Survey report as well as giving advice on the design and publication on the Survey report.

5. Responsibilities of National Center for Disease Control and Public Health

The Implementing Partner undertakes to:

- 1) In close coordination with IOM Mission in Georgia and the IOM Migration Health Division (MHD), establish the Survey team comprised of six interviewers, three supervisors, one field coordinator, one survey coordinator, one statistic specialist, three drivers and a technical support group to monitor the activities under this Agreement. The technical support group will be comprised of Survey coordinator, field coordinator and IOM project coordinator.
- 2) In close coordination with IOM, develop the Survey design, namely outline the methodology and target groups, and the concrete instruments that will be used throughout this Project, namely, WHO STEPs questionnaire: Step 1 and Step 2, excerpts from the IOM assessment tools: Psychosocial Needs Assessment in Displacement and Emergency Situations, Qualitative Questionnaire for Households as well as IOM KAP Questionnaire tailored to the domain of non-communicable diseases (i.e. data collection tools, informed consent forms, questionnaires, information material and other documents).
- 3) The Implementing Partner shall submit the concrete instruments to IOM for approval no later than 14 November 2011. The final version of the concrete instruments shall incorporate IOM's comments and shall be submitted to IOM for approval no later than 14 November 2011.
- 3) Carry out the Survey among the identified target groups as approved by IOM, including returned migrants, foreign migrants, victims of trafficking and internal forced migrants residing in Georgia, according to the aim of the Survey which is to explore the prevalence of behavioral risk factors for non-communicable diseases, such as cardiovascular diseases, chronic respiratory diseases, cancers and diabetes, among the persons interviewed

- 4) The Survey shall include the following indicators:
 - Social, demographic, environmental, economic, migration and medical history variables;
 - Non-Communicable diseases (NCD) risk factors, following Steps 1 and 2 of the WHO STEPwise approach to chronic disease risk factor surveillance, namely, tobacco, alcohol, diet, physical activity, anthropometry and blood pressure measurements;
 - Knowledge, attitudes, practices (KAP) on NCD and other disease risk factors as well as mental health and psychosocial conditions;
 - General living and public health conditions, access to health care and health seeking behaviours including mental health;
- 5) In coordination with IOM obtain ethical approval from Ethical Review Committee of the MoLHSA;)
- 6) In coordination with IOM translate, pilot and finalize the Survey instruments (i.e. data collection tools, informed consent forms, questionnaires, information materials and other documents). Piloting of the survey instruments will occur by conduction of the Pre-test;
- 7) All the data including personal data related to the project under this Agreement shall be collected and processed in accordance with the IOM Data Protection Principles annexed as Annex I which forms an integral part of this Agreement.
- 8) The Implementing Partner shall use the informed consent form as approved by IOM and inform each person interviewed (the maximum number of interviewees shall not exceed 1800 persons) of the specified purpose for which their personal data will be collected, used and disclosed. Informed written consent all the interviewees shall be obtained in advance to use of their personal data for the purposes of the Survey report.
- 9) In coordination with IOM train its interviewers on the IOM Data Protection Principles and ensure that the Survey team implements the Survey in accordance with the IOM Data Principles attached as Annex I hereto and that appointed technical support group monitors such compliance;
- 10) According to the IOM Data Protection Principles collect, manage and analyze quantitative and qualitative data from the Survey;
- 11) Liaise on a regular basis with responsible officer from IOM in a timely manner;
- 12) Provide to the IOM original documentation of the evidence obtained during the Survey performance including all data and survey materials and copies thereof on the date of submission of the final Survey Report.
- 13) Ensure that all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks, and ownership of data resulting from the performance of the Agreement shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.
- 14) In close coordination with IOM and IOM MHD draft and finalize the Survey report, including the design and print the Survey report. One hundred and fifty (150) copies of the Survey report will be printed; The Survey report shall be printed in A4 format, bilingual Report (Georgian and English), including tables and photos and it will be color printing. The Survey report shall comprise no less than 50 pages.
- 15) The Survey report shall be submitted (in both electronic and hardcopy versions) to IOM no later than 29 February 2012 and shall summarise the Survey results as per clause 8.3 below. The Implementing Partner shall make all the

changes requested by IOM without additional charge to IOM and shall submit the final Survey report to IOM for approval no later than 15 February 2012.

6. Data protection obligations

- 1) The Implementing Partner shall take all reasonable and necessary precautions to preserve the confidentiality of personal data and the anonymity of the interviewees. Any data collected in relation to this Project shall be collected, used, transferred, stored securely, administered and destroyed in strict accordance with IOM Data Protection Principles attached as Annex I hereto.
- 2) The Implementing Partner warrants that it shall comply with the data protection safeguards outlined in this Agreement, in particular:
 - a) To use the personal data of the interviewees exclusively for the specified purposes envisaged under this Agreement and as agreed by the interviewees in writing.
 - b) To implement appropriate data security measures to preserve the integrity of the personal data and prevent any corruption, loss, damage, unauthorized access and improper disclosure of the same.
 - c) To maintain strict standards of confidentiality, employ appropriate access control measures and ensure that all transmissions of personal data are encrypted.
 - d) To take all reasonable steps to ensure that all its employees, agents and subcontractors abide by the confidentiality obligations under this Agreement and to disclose the personal data only on a need to know basis.
 - e) To prohibit any processing of the personal data that is not in accordance with the terms of this Agreement.
 - f) To immediately update, rectify and/or delete the personal data upon instruction from IOM.
 - g) To inform IOM of any current or future internal regulations, national laws or regulations which may impact on the IOM data protection principles.
 - h) To retain the personal data only to the extent, and in such a manner, that is necessary to fulfill the specified purposes as agreed by the interviewees.
 - i) Not to further process, disclose, publish or transmit the personal data to any third party, without the prior written permission of IOM.
 - j) To retain the personal data only to the extent, and in such a manner, that is necessary to fulfil the specified purpose under this Agreement.
 - k) To destroy the personal data within upon expiration or termination of this Agreement and to provide IOM with certification that all traces of the personal data have been destroyed within 7 days of the date of termination or expiration.

The obligations under this clause shall survive the expiration or termination of this Agreement.

7. Finance

7.1. IOM agrees to provide financial support to the Implementing Partner in implementing the Project from 1 November 2011 to 29 February 2012, in the maximum amount of USD 24,030.00 (Twenty Four Thousand and Thirty) in accordance with the Budget attached as Annex II to this Agreement and considered an integral part thereof.

7.2 Payment shall be made in instalments following receipt and approval of reports and verification by IOM of progress achieved as follows:

- (i) The first instalment of 20% of total amount, USD 4,806.00 as an advance payment, shall become due after the signature of this Agreement. The advance payment is necessary for start up activities, such as establishment of Survey team, elaboration of Survey design, preparation and printing of Survey instruments and provision of training for field workers.
- (ii) The second instalment of 20% of total amount, USD 4,806.00 shall become due after IOM's receipt and approval of the first monthly report as described in Clause 8;
- (iii) The third instalment of 20% of total amount, USD 4,806.00 shall become due after IOM's receipt and approval of the second monthly report as described in Clause 8;
- (iv) The forth instalment of 20% of total amount, USD 4,806.00 shall become due after IOM's receipt and approval of the third monthly report as described in Clause 8;
- (v) The final instalment of 20% of total amount, USD 4,806.00 shall be made upon completion of the Project, subject to IOM's receipt and approval of the final report as described in Clause 8 and the final Survey report.

7.3 Payment shall be made by bank transfer in Georgian Lari converting at the prevailing UN monthly exchange rate when the transfer takes place to the following bank account: s/k 211324351, Tbilisi, National Treasury, a/a 200122900, Bank Code 220101222.

7.4 The Implementing Partner shall maintain financial records, supporting documents, statistical records and all other records relevant to the Project in accordance with generally accepted accounting principles to sufficiently substantiate all direct and indirect costs of whatever nature involving transactions related to the funds provided by IOM under this Agreement. The Implementing Partner shall make all such records available to IOM or IOM's designated representative at all reasonable times until the expiration of seven years from the date of final payment, for inspection, audit or reproduction. On request, employees of the Implementing Partner shall be available for interview.

7.5. Any expenses not supported by the financial report shall be returned to IOM no later than the date of submission of the final report.

7.6 IOM shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the financial support until the Implementing Partner has completed to the satisfaction of IOM the activities to which those payments relate.

8. Reporting

8.1 Financial report

The first monthly financial report shall cover the period of 1 November 30 November 2011 and submitted to IOM on 3 December 2011. The second monthly financial report shall cover the period of 1 December 31 December 2011 and submitted to IOM on 3 January 2012. The third monthly financial report shall cover the period of 1 January 31 January 2012 and submitted to IOM on 3 February 2012. The final financial report shall present how the contribution from IOM has been used from 1 November 2011 to 29 February 2012. The final financial report shall be submitted to IOM no later than 15 March 2011 and shall cover the whole project duration.

8.2 Narrative report

The first narrative report shall be submitted to IOM no later than 3 December 2011. The second narrative report shall be submitted to IOM no later than 3 January 2012. The third narrative report shall be submitted to IOM no later than 3 February 2012. The final narrative report shall cover the period of 1 November 2011 to 29 February 2012 and submitted to IOM no later than 15 March 2012. The final narrative report shall cover the activities performed and the results obtained by the Project from 1 November 2011 to 29 February 2012. The reports shall be analytical in approach, include a presentation of difficulties and shortcomings, and a discussion of possible remedies..

8.3 The Survey Report shall include the qualitative and quantitative data generated through instruments outlined in Clause 5.1; the data should be represented in tables and analysed in depth in the narrative, respectively. The analysis should provide comparisons pertaining to differences among general vs. migrant populations as well as possible distinctions revealed among diverse groups of migrants. The Report will end by the conclusions and recommendations for further follow-up action pertaining to surveillance of non-communicable diseases among migrant populations residing in Georgia. The Report shall be bilingual (Georgian, English), A4 format, color, no less than 50 pages.

8.4 The Implementing Partner shall give IOM all information on the project and on the use of the resources provided by IOM that IOM may reasonably request in addition to information contained in the reports. The Implementing Partner shall also enable representatives of IOM to visit and study the various activities of relevance for the Project.

9. Warranties

The Implementing Partner warrants that:

- a) It is an organization financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Project in accordance with this Agreement;
- b) It shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement;
- c) In all circumstances it shall act in the best interests of IOM;

- d) No official of IOM or any third party has received or will be offered by the Implementing Partner any direct or indirect benefit arising from the Agreement or award thereof;
- e) It has not misrepresented or concealed any material facts in the procuring of this Agreement;
- f) The Implementing Partner, its staff or shareholders have not previously been declared by IOM ineligible to be awarded agreements by IOM;
- g) It has or shall take out relevant insurance coverage for the period the Project is implemented under this Agreement;
- h) It shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- i) It shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Implementing Partner to perform any activities under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and/or abuse of such person. In addition, the Implementing Partner shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favour or activities, or from engaging any sexual activities that are exploitative or degrading to any person.
- j) The Price specified in clause 6.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. The Implementing Partner shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. The Implementing Partner shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.

10. Independent Contractor

The Implementing Partner shall perform all activities under this Agreement as an independent contractor and not as an employee, partner, or agent of IOM.

11. Dispute resolution

Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

12. Delays/Non-Performance

12.1 If, for any reason, the Implementing Partner does not carry out or is not able to carry out its obligations under this Agreement and/or according to the project document, it must give notice and full particulars in writing to IOM as soon as possible. On receipt of such notice, IOM shall take such action as in its sole discretion is considered to be appropriate or necessary in the circumstances.

12.2 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by *force majeure*, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the party in question. In such event, the party will give immediate notice in writing to the other party of the existence of such cause or event and of the likelihood of delay.

13. Confidentiality

All information including personal information of the beneficiaries which comes into the Implementing Partner's possession or knowledge in connection with this Agreement or the Project is to be treated as strictly confidential. The Implementing Partner shall not communicate such information to any third party without the prior written approval of IOM. The Implementing Partner shall comply with IOM Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Agreement. This obligation shall survive the expiration or termination of this Agreement.

14. Notices

Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other Party at the following address:

41 Gogebashvili Street, Tbilisi, 0179, Georgia / Ilyana Derilova-Stoykova

9 M. Asatiani Street, Tbilisi, 0177, Georgia / Nata Avaliani

15. Use of IOM Name

The use of the official logo and name of IOM may only be used by the Implementing Partner in connection with the Project and with the prior written approval of IOM. The Implementing Partner must acknowledge the contribution of IOM to the Project in any advertising or publicity connected with the Project, which must be approved by IOM in advance.

16. Intellectual Property

16.1 All intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks and ownership of data resulting from the Project shall be vested in IOM, including, without any limitation, the rights to use, reproduce, adapt, publish and distribute any item or part thereof.

16.2 In the event of termination or upon expiration of this Agreement, the Implementing Partner shall cease to access, use or process any of the data including the personal data collected in relation to the Survey, including the Survey materials (i.e. data collection tools, informed consent forms, questionnaires, information material and other documents). Upon the request of IOM, The Implementing Partner shall return or destroy all the data and materials, including copies or other reproductions thereof. Where the request is to:

- (a) Return the data, the Implementing Partner shall do so within seven (7) days of the request.
- (b) Destroy the data and information, the Implementing Partner shall provide a written certificate to IOM confirming destruction within seven (7) days of the request.

17. Indemnity

16.1 The Implementing Partner shall at all times defend, indemnify and hold harmless IOM, its officers, employees and agents ("those indemnified") from and against all loss, costs, damages and expenses (including legal fees and costs), claims, suits and liabilities to the extent arising out of or resulting from the activities under this Agreement. IOM shall promptly notify the Implementing Partner of any written claim, loss, or demand for which the Implementing Partner is responsible under this clause.

16.2 This indemnity shall survive the expiration or termination of this Agreement.

18. Status of IOM

Nothing in this Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.

19. Assignment/Subcontracting

19.1 The Implementing Partner shall not assign or subcontract the activities under this Agreement in part or all, unless agreed upon in writing in advance by IOM. Any subcontract entered into by the Partner without approval in writing by IOM may be cause for termination of the Agreement.

19.2 In certain exceptional circumstances by prior written approval of IOM, specific jobs and portions of the activities may be assigned to a subcontractor. Notwithstanding the said written approval, the Implementing Partner shall not be relieved of any liability or obligation under this Agreement nor shall it create any contractual relation between the subcontractor and IOM. The Implementing Partner remains bound and liable under this Agreement and it shall be directly responsible to the IOM for any faulty performance under the subcontract. The subcontractor shall have no cause of action against IOM for any breach of the sub-contract.

20. Waiver

Failure by either Party to insist in any one or more instances on a strict performance of any of the provisions of this Agreement shall not constitute a waiver or relinquishment of the right to enforce the provisions of this Agreement in future instances, but this right shall continue and remain in full force and effect.

21. Severability

If any part of this Agreement is found to be invalid or unenforceable, that part will be severed from this Agreement and the remainder of the Agreement shall remain in full force.

22. Entirety

This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter of this Agreement.

23. Termination

23.1 This Agreement may be terminated by 1 Month written notice to the other Party. However, where the Implementing Partner is in breach of any of the terms and conditions of this Agreement, IOM may terminate the Agreement with immediate effect.

23.2 In the event of termination, IOM will only pay costs expended or legally committed in accordance with this Agreement up to the date of receipt of notice of termination, unless otherwise agreed. Other amounts paid in advance will be returned to IOM within 7 days from the date of termination.

24. Final clauses

24.1 This Agreement will enter into force retroactively from 1 November 2011 upon signature by both Parties. It will remain in force until completion of all obligations of the Parties under this Agreement unless terminated earlier in accordance with clause 22.

24.2 Amendments may be made by mutual agreement in writing between the Parties.

Signed in two copies in English on 9 November 2011, at 41 Gogebashvili Street, Tbilisi, 0179, Georgia

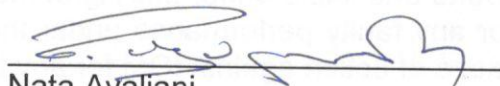
For and on behalf of
The International Organization
for Migration

Signature


Ilyana Derilova-Stoykova
Chief of Mission
IOM Georgia

For and on behalf of
National Center for Disease Control
and Public Health

Signature


Nata Avaliani
Director General

PROJECT BUDGET FORM

Project Title: Research Study on Health of Migrants in Georgia

Budget Amount Requested in USD: 24030

Project Duration: October 14 - February 29 2011

PERSONNEL	Unit of Measure	Quantity	Cost per Unit (USD)	Total Cost (USD)
Coordinator	Month	4	600	2400
Field coordinator	Month	4	360	1440
Accountant	Month	4	300	1200
Total Staff Cost				5040
OPERATIONAL Cost				
Developing statistical programme	Month	1	615	615
Interviewers (6 persons/27 days per each)	Days	162	38,5	6237
Inserting questionnaires into the database	Each	1850	1,30	2405
Pretest	Each	1	450	450
Drivers (3 persons/27 days per each)	Days	81	30	2430
Vehicle running costs - fuel (per km)	Item	1300	1,30	1690
Trainer's fee (2 persons/3 days per each)	Days	6	90	540
Supervisor's fee (3 persons/27 days per each)	Days	81	40	3240
Lunch	Days	2	60	120
Printing of the survey report and questionnaires	Lump Sum	1	863	863
Stationery (office supplies)	Month	4	50	200
Other - unforeseen expenses	Lump Sum	1	200	200
Total Operational Cost				18990
Grand Total				24030