

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF
WOMEN (UN Women)
AND
THE MINISTRY OF INTERNAL AFFAIRS OF GEORGIA**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Entity of Gender Equality and the Empowerment of Women (“UN-Women”), and the Ministry of Internal Affairs of Georgia (hereinafter “MIA”), UN-Women and the Ministry of Internal Affairs of Georgia are hereinafter jointly referred to as the “Parties”.

WHEREAS, UN-Women is the United Nations organization devoted to gender equality and the empowerment of women. It is also responsible for mobilizing efforts by the United Nations to promote gender equality, increase opportunities and combat discrimination throughout the world;

WHEREAS, UN-Women serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UN-Women in the frameworks of the UN Joint Programme *to Enhance Gender Equality in Georgia*, supported by the Government of Sweden is implementing initiatives aimed at developing capacities of key policy and service delivery institutions to promote and protect women's human rights to life free from violence, especially from domestic violence, including police forces; the Ministry of Internal Affairs of Georgia shares similar interests and expressed preparedness to partner with UN Women to enhance response of the police to domestic violence cases.

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

Article I

Purpose

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, in the sphere of combating domestic violence and gender based violence.

Article II

Areas of Cooperation

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

- A) In order to strengthen the capacity of the police forces to promote and protect women's human rights to life free from violence, especially from domestic violence (DV), UN Women and the Ministry of Internal Affairs of Georgia will partner towards the establishment of

- domestic violence and gender based violence (GBV) specialized task groups within the police forces in three pilot regions of Georgia. To this end, UN Women and the MIA will jointly:
- Provide advanced capacity development opportunities for the members of the DV and GBV specialized task groups on efficient response to DV and GBV cases;
 - Monitor progress of DV and GBV specialized task groups in the pilot regions (Tbilisi, Kakheti and Samegrelo-Zemo Svaneti) as compared to control regions;
 - Develop recommendations on the replication of the DV and GBV specialized task groups throughout Georgia in case proven successful as a result of monitoring;
- B) Continue to support teaching a course on combatting domestic violence in the Academy of MIA;
- C) Conduct Participatory Gender Audit of the Ministry.

UN Women shall be responsible for:

- Funding of the capacity development efforts for the pilot DV and GBV specialized task groups;
- Providing technical assistance to the MIA to monitor progress of DV and GBV specialized task groups in the pilot regions (Tbilisi, Kakheti and Samegrelo-Zemo Svaneti) as compared to control regions;
- Providing support to MIA to develop recommendations on the replication of the DV and GBV specialized units throughout Georgia in case proven successful as a result of monitoring;
- Provide technical expertise in conducting Participatory Gender Audit of the Ministry.

The MIA shall:

- Formally designate members of the DV and GBV specialized task groups and ensure their participation in the capacity development initiatives;
- Monitor progress of DV and GBV specialized task groups in the pilot regions (Tbilisi, Kakheti and Samegrelo-Zemo Svaneti) as compared to control regions;
- Develop recommendations on the replication of the DV and GBV specialized task groups throughout Georgia in case proven successful as a result of monitoring;
- Ensure sustainability of the DV and GBV specialized units;
- Publicize the DV nation-wide hotline 2 309 903 whenever promoting the emergency line 112 in relation to SGBV and DV;
- Cooperate with UN Women once the latter will facilitate conducting of Participatory Gender Audit.

Article III

Consultation and Exchange of Information

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

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

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

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

Article IV

Implementation of the MOU

4.1 The MIA will partner with UN Women free of charge in order to implement the specific activities envisioned hereunder, supported through the cost-share agreement with the Government of Sweden and UN Women Core resources.

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

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

Article V

Visibility

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

Article VI

Term, Termination, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of fourteen months from the date, defined in Article X [commencing on September 1, 2014 and ending on December 31, 2015], unless terminated earlier by either party upon two months notice in writing to the other party. The Parties may agree to extend this MOU in writing.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance

with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

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

Article VII Notices and Addresses

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

For UN-Women:
3 Kavsadze Street, Office Suite 11,
Tbilisi 0179, Georgia

For MIA:
Ministry of Internal Affairs of Georgia
Noe Ramishvili str 38.
Tbilisi, Georgia

Article VIII Miscellaneous

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

Article IX Privileges and Immunities

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

**Article X
Entry into Force**

This MOU may be signed in four originals 2 in English and 2 in Georgian and shall enter into force on the date in which it is duly signed by both parties.

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

FOR UN-Women:


Erika Kvapilova

Country Representative

29/09/2014

FOR MIA:


Levan Izoria

Deputy Minister

29/09/2014