



LEPL Prevention for Progress

PFP

Organizational Management Manual

Tbilisi 2024



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Chapter I. General Provisions

Article 1. Scope and Frameworks of the Manual

1. The Organizational management Manual (hereinafter the Manual) is an organization policy document.

Manual sets out a code of conduct at its working premises, rights, duties and responsibilities of the personnel, safeguarding tools, reporting regulations, mechanisms, fiscal policies, and administrative procedures. The Manual offers practical tools and forms to manage financial, travel and procurement processes, ensuring transparency, efficiency, and legal compliance.

2. Manual determines organization's approach and policy towards equality, discrimination, harassment, equal opportunities, as well as rights and responsibilities of the employees, work conduct standards, rules of employment and dismissal, promotion and disciplinary measures and other topics which are subject to internal regulations.

3. The content of the Manual corresponds to and is based on the legislative normative acts and bylaws of Georgia.

4. If any of the rules established by this Manual contradicts the statute of the organization, the norm established by the statute shall apply.

5. Compliance with the principles and rules determined by the Manual is mandatory for every employee of the organization, including interns and volunteers.

6. The Manual is binding for PFP's personnel, who must acquaint themselves with the document and sign a certificate of understanding (See Annex 1). PFP shall ensure all staff, non-staff personnel, contractors, consultants, partner organizations, etc. have access to, are familiar with, and know their responsibilities within this policy.

Chapter II. Principles of Organizational Work

Article 2. Impartiality of the Organization

The organization is a non-governmental, non-political, non-commercial organization. Employers are hired for their professionalism and moral values, regardless their political, religious, and other views. Use of organization's financial or other resources in support to any political party or campaign is prohibited. Any kind of political agitation by political entities is inadmissible in the office of the organization.

Article 3. Healthy Work Environment

1. Every employee of the organization shall try to be benevolent towards other employees. An employee is responsible towards other employee and/or organization partner for any kind of arguing and misunderstanding if such is a result of their behavior and endangers the reputation of the organization.
2. Every employee of the organization shall care for the reputation of the organization. Employees must be patient and attentive when interacting with each other and partners.
3. All employees of the organization are obliged to show kindness and attention towards partners and beneficiaries and show them maximum support within the frameworks of the principles and rules of the organization.

Article 4. Equal Opportunities and Non-discrimination

1. The organization creates equal opportunities to work or be promoted to all its employee, regardless of their race, color, sex, sexual orientation, marital status, origin, ethnic, language, religion, political or other views, disabilities, social affiliation, property and rank, residence, or any other affiliation. These rules apply to all areas of the organization's work.
2. None of the organization employees, regardless of position, work experience or other reasons, is granted any kind of privilege. Organizational advancement and promotion shall be solely based on personal achievements and principles of meritocracy. Each employee of the organization shall comply to the rule of the Manual and act to achieve the goals and objectives set forth in the statute.

Article 5. Non-violence

1. Any form (verbal, non-verbal, gesture, written, etc.) of violence (physical, psychological, moral, material, sexual, etc.) is inadmissible, prohibited, and incompatible with the activities of the organization.
2. Any kind of ill-treatment, unreasonable and ungrounded interference and obstruction of one person to another person's work, or any other action that creates an abusive and hostile work environment can be defined as violence.

Article 6. Conflict of Interests

1. The organization is essentially based on the principles of mutual respect and trust and is an association of motivated individuals with common values. The organization does not prohibit employment or the relatives, if that means employment of people for their professionalism, other than for their relationship and nepotism, excluding the cases when such persons have access to finances of the organization. More precisely, kinship between the Director of the organization and financial manager/accountant of the organization is inadmissible.
2. For the purposes of this regulation, grandfather, grandmother, father, mother, adoptive, adopted, sister, brother, spouse, children, and grandchildren shall be deemed as a kinship.

Article 7. Gifts

1. None of the organization employees has right to accept any kind of gift from the donor or partner organization, beneficiary, applicant, grant receiver, or competitor. Receiving a gift providing that the employee will influence the decision on selecting a grant beneficiary, supplier, or other partner, is a violation. Employee can receive a gift in case it is given to the organization as a whole, gift is in a form of a souvenir or is given as showing respect and its value does not exceed 100 Gel.
2. None of the employees on the organization can receive any kind of gift from the partners of the organization if its value exceeds 100 Gel.

Article 8. Confidentiality

1. every employee of the organization shall maintain confidentiality and do not disclose internal information of the organization.
2. Confidential information of the organization may contain: planned or ongoing programs of the organization, short and long-term plans, financial and program reports, information on organization partners, employees, or other topics, on which an employee has been warned verbally and / or in writing by the Director.
3. Confidential information of the organization can be used for private purpose only with the consent of the Director.

Article 9. Prohibition of Drugs and Alcohol

1. All employees are prohibited from being under the influence of drugs or alcohol or other narcotic substances while being in the office of the organization or carrying out activities on behalf of the organization. This principle does not apply to the persons undergoing appropriate treatment at a medical facility and due to this the narcotic substances are detected in the blood.
2. Storage and consumption of alcohol, drugs, or other chemical substances, as well as usage for purposes incompatible with office activities is prohibited.
3. every employee of the organization is obliged to notify governing bodies about such facts, if such discovered.

Chapter III. Rights and Responsibilities of the Governing Bodies and Employees of the Organization

Article 10. Rights and Responsibilities of the Governing Bodies

1. Governing bodies of the organization (hereinafter – administration) have right to:
 - a) Manage activities of the organization and independently make decisions within the scope of their authority;
 - b) determine the number of employees required for a specific job; require the employee to fulfill the job obligations stipulated in the employment contract and job description;
 - c) Introduce incentives system for the successful work, address disciplinary measures for respective violations;
 - d) Require employees to comply with the rules, orders issued, and legal requirements set by the organization.
2. Administration is responsible to:
 - a) Act in accordance with the organization’s Manual and the requirement of this Manual, as well as of the board decisions and the legislation of Georgia;
 - b) Take appropriate measures to ensure all the employees are involved in advancement and development;

- c) Develop job descriptions and distribute workload in a manner that every employee has clearly defined job to do during a day;
- d) Introduce the Manual and other rules in force to a new employee prior to signing the agreement;
- e) To take care of the professional development and qualification of the employees, as well as to increase the labor productivity, with the resources at its disposal;
- f) Regularly accept and discuss ideas of the employees on the organization development, advancement, improved working conditions and other innovative ideas;
- g) Ensure the ability of employees to take leave;
- h) Introduce assessment and motivation system for the successful work of the employees;
- i) Ensure relevant and timely measures for the disciplinary misconduct;
- j) In order to secure labor conditions, create environment safe for the life and health of the employee;
- k) Provide employees with the material and technical equipment necessary for their job;
- l) Treat requests and demands of the employees attentively and with respect;
- m) Create a business and creative environment for the team, support and develop the initiative and activity of the employees in every way, review employees' critical remarks and suggestions and inform them of the measures taken on time;
- n) Within the possibility and competence, care for the social, economic and legal protection of the employees.

Note: For the purpose of this Manual, governing authorities /persons are referred implies persons authorized to make decisions on behalf of the organization, in particular, organization board, head of the board, Director and deputy Director.

Article 11. Rights and Responsibilities of the Employees:

1. Employees have right to:

- a) Request relevant material and technical equipment to successfully conduct business-related activities;
- b) Protect their professional dignity;

- c) Improve the qualification in accordance with this Manual and the forms and schedule of professional development established by the administration;
- d) Exercise benefits designed for the employees;
- e) Within their competence, choose methods and means of fulfilling their business activities serving the objectives of the organization.

2. Employees are responsible to:

- a) Personally, conscientiously fulfill the imposed obligations in accordance with the position, specialty and qualification; to act in the interests of the organization;
- b) Comply with the conditions set by the labor agreement, this Manual and other internal legal act, follow legitimate instructions of their managers, as required by their labor contract;
- c) Fully use working time for organization purposes, refrain from the activities which will prevent other employees from exercising their rights and responsibilities at work;
- d) Notify administration in a timely manner about possible non-fulfilment of their responsibilities and the justification of the non-fulfilment;
- e) Make every effort to promptly eliminate the causes and conditions that interfere with or complicate normal operation and to immediately notify the administration of the incident;
- f) Constantly seek to improve their professional skills;
- g) Care for the property of the organization, keep workspace and technical equipment in order, strictly follow the rules for storage material valuables and documentation;
- h) Refrain from the activities which prevents operation of the organization and destroys the business reputation, dignity and prestige of the organization;
- i) Fulfil the decision and reference of the manager.

Chapter IV. Rules for Hiring Employees

Article 12. Principles of hiring employees

1. On any position, organization hires employees based on their professionalism, relevant qualification, personal and moral values and the candidate's successful work experience required for the position.

2. Candidates have equal opportunities and are hired only upon meeting selection criteria, regardless their race, color, nationality, sex, age, disabilities, marital status, sexual orientation, or other.
3. Generally, close relatives, such as grandmother, grandfather father mother, adoptive, adopted, sister, brother, spouse, children and grandchildren, shall not be hired, except the cases, when a contest committee decides that deviation from this policy is in the best interests of the organization.

Article 13. General rule for hiring employee

1. Decision to hire new employee for the organization is taken by the contest committee through open or closed contest.
2. As an exception, an employee can be hired/agreement signed by the organization without the contest, if, considering previous business relations and knowledge assessed in practice, as well as taking account the experience and professional skills, administration deems a person as the most desirable candidate.
3. Contest committee consists of three permanent members, represented by the board chairman, Director and a deputy Director of the organization. Contest committee may also be represented by the coordinator of the project, a candidate shall be hired within. A participant in an internal contest may not be a member of the competition commission.
4. Open contest is announced through the official website of the organization and/or other internet resources.
5. Internal contest is announced through internal communication means of the organization and only employees of the organization have right to participate in it.
6. Organization shall publish a vacancy announcement within reasonable time before the deadline for submitting the applications.

Article 14. Requirements for the employee

1. The employee of the organization can be a person who has reached the age of 18, has relevant knowledge and experience and speaks the official language of Georgia. Employment on a person under 18 is allowed in exceptional cases, in accordance with the labor law principles.

2. The Director determines additional requirements for the employee for every specific case, taking into account the job specifics and objectives of the organization.
3. Each employee shall be acquainted and recognize the statute, Manual and financial policy, as well as rules for conduct of the organization and their own job description.

Article 15. Terms and conditions of announcing and holding the competition

1. To start selection process for a full or part time employment, the Director of the organization or relevant project coordinator develops a job description.
2. Vacancy announcement shall contain a position name, job description, summary of responsibilities, required qualification and documentation. It shall also indicate email or office address, where the interested candidates can send/deliver required documentation.
3. List of documents to be submitted to the contest is determined in accordance of organization needs and vacant position requirements. Application must at least contain:
 - a) Resume;
 - b) Motivation letter;
 - c) recommendation letter or contact information of reference persons, if needed (indicating reference persons is not necessary during internal contest).
4. Based on information and documentation submitted, the selection of candidates is carried out in 3 stages, on the first stage, a contest committee selects the candidates on a formal basis, in particular, completeness and relevance of submitted documents is checked. On the second stage, candidates are selected for an interview based on the resume, motivation letter and recommendation, the thirds stage consist of an interview or/and written/verbal exam/interview.
5. Employees of the organization have equal right to participate in both open and internal contests. Only organization employees can participate in an internal contest. Before submitting application, candidates shall notify their project coordinator or line manager about their wish to move to a new position of to combine other organizational activities. Contest of the Director is not required to apply. Full workload of an employee shall not exceed 100%.
6. On the second stage, the contest committee should rank the candidates and develop a list of the best candidates for the third stage, based on the resumes, enclosed materials and verification of recommendations.
7. Candidates who, in the opinion of the committee, are most suitable for the position, will be admitted to the interview based on the information submitted. Similar questions and tests shall

be used for all candidates during the interviews. Each interview shall be documented and questionnaires signed by a member of the committee.

8. Contest committee shall select the best candidate with the decision of the majority of members. In case selecting a candidate is impossible, committee makes decision on the need to annul the contest and announce a new one.

9. Employee selection documents must be kept in the organization for a year.

Chapter V. Rules for Concluding and Termination of the Labor Agreement, Personal Case Management and Reimbursement

Article 16. Concluding the labor agreement

1. Labor agreements with all employees are signed based on the labor code, organization statute, this Manual, job description for the position, established staffing rate and job characteristics.

2. Term contracts with probationary period and term contracts with term of work (service agreement) are concluded in the organization. Duration of a labor agreement depends on the essence of the work and can be concluded for the duration of the project.

3. Labor agreement is drafted in two copies having the same legal force, signed by the employee and authorized person of the organization.

4. Statute of the organization and this Manual is an integral part of all agreements concluded by the organization. Apart from these, agreement sign between the organization and the employee should consist of the following information:

- a) Exact volume of workload / exact number of working hours;
- b) Salary amount;
- c) Rights and responsibilities of the parties;
- d) Term of the agreement;
- e) other important points.

5. Labor agreement conditions are set and signed by the Director. Agreement to be signed with the Director is developed and signed by the board chairman.

Article 17. Probation term

1. Probation term is a specific duration of time, in the beginning of employment period, when an employer and employee test each other and either side, for whatever reason, can terminate a labor agreement. The employee is initially hired for a probationary period of 1, 3 or 6 months.

2. By the end of the probationary period, the employee's immediate project coordinator will meet with the employee on probation to discuss the adequacy of the quality of work performed by that employee. If the immediate manager decides that the employee does not adequately fulfill the duties, but the problem can be solved and if the employee wishes so, an agreement will be reached. Project coordinator can recommend the Director either on the continuation of employment, or the termination of labor agreement with this employee.

Article 18. Grounds for Termination of Labor Agreement

Grounds for termination of labor agreement are the grounds established by the labor legislation of Georgia, including:

- a) Expiration of labor agreement term;
- b) Completion of the job determined by labor agreement;
- b) Termination of labor agreement initiated by an employee or the organization;
- b) written agreement among the parties;
- e) Gross violation of the employee's obligations imposed on them by the individual labor agreement, the organization's statute and / or the Manual;
- f) Violation of the employee's obligations imposed on them by the individual labor agreement, the organization's statute and / or the Manual, if any disciplinary measure set in the Manual has already been applied to them during the last 1 year;
- g) Long-term incapacity, if its term exceeds the limit set by the Manual;
- h) The entry into force of a court judgment or other decision that excludes the possibility of performance of work;
- i) Initiation of a liquidation process if the employer legal entity;
- j) Other objective circumstances which justifies the termination of the labor agreement.

Article 19. Termination of Labor agreement initiated by the administration or an Employee

1. The employment agreement may be terminated at the initiative of the Director, in accordance with the rules established by the labor legislation of Georgia.
2. In case of termination of the employment agreement, at the initiative of the Director, if it is not a result of employee's incompatibility to the position, the employee will be paid one month's salary.
3. In case of early termination of the employment agreement at the initiative of the employee, the employee is obliged to notify the immediate manager and the Director in writing 30 calendar days prior to resignation. The employee will be reimbursed according to the number of working days, including the last working day. If the employee does not notify the organization of the resignation in writing, the organization reserves the right not to pay the last month's salary to the employee.

Article 20. Procedures for Termination of the Labor Agreement

1. Termination of an employment agreement must be done in compliance with the labor legislation and the rules established by this Manual.
2. As a rule, termination of labor agreement is formalized by the order of the Director, indicating the reason for termination. At the request of the employee, the administration is obliged to issue a copy of the order terminating the labor agreement.
3. Upon the request, the organization also provides the employee a work certificate, indicating position of the employee, salary and period of employment in the organization, as well as a brief description of an employee, if required (fair and balanced evaluation of a job fulfilled) and reasons for termination of an agreement. Organization will respond similarly to any specific request on issuing the recommendations.
4. Employee leaving the organization immediately returns documentation under their possession, to the Director/project coordinator the property of the organization listed on them, including equipment, project stationery, business cards and files.
5. The administration has to make a final payment to the employee no later than 7 days after the termination of the labor contract agreement with the employee.

Article 21. Personal File on an Employee

1. All employees have a personal file, the rules and content of which are determined by this Manual and other orders of the Director (if applicable).
2. Personal file of an employee shall contain following:
 - a) Autobiography (CV);
 - b) Copies of documents certifying education and other academic achievements;
 - c) Labor agreement (if any);
 - d) Copy of ID or a passport;
 - e) Job description;
 - f) Letters of recommendation (if any);
 - g) Documents proving the use of incentives and disciplinary action;
 - h) Written request for termination of the agreement and an order from the Director to terminate the agreement.
3. All documents except passport, diploma and certificates must be originals.
4. Personal file is confidential and is stored in the office closet locked by the Director. The file can only be accessed by the Director, deputy Director and board members.
5. Storage of personal files of the employees, access to them, further procession, destroying is carried out with the rules established by the Director, in compliance with the basics and principles of data processing envisaged by the Georgian Law on Personal Data Protection.

Article 22. Remuneration

1. Salaries of the employees are a necessary component for effective work and employees are remunerated in accordance with the rules and conditions established by the labor agreement.
2. Salaries are paid in Georgian Lari, with the bank transfer, by transferring the amount to employee's account.
3. The organization transfers the remuneration earned for previous month at the beginning of each subsequent month, no later than 5th date, unless otherwise set out in the labor agreement. The reason for the salary delay can be an insurmountable circumstance that will prevent the timely payment of the amount (e.g. delayed transfer of the amount foreseen by the agreement by donor organization).

4. Financial manager of the organization is responsible for accurate calculation and timely transfer of salaries.

Chapter VI. Work, Break and Days Off

Article 23. Work and Break Time

1. Standard work week is an 8-hour working day and a 40-hour working week, Monday to Friday. Working hours are 10:00 to 18:00, including one-hour break. An employee has right to use this break as desired.
2. Working hours for part-time employees are defined in proportion to the workload percentage and is indicated in the job description and labor agreement.
3. In the events established by the labor legislation employees are given additional break during the day.
4. All employees are required to report at work on time and stay on duty until the end of working hours. An employee shall not stay at work after working hours for personal reasons. In case of war or state of emergency, pandemic, according to the nature of work to be performed or other circumstances, an employee has right to work remotely, in agreement with the administration, without visiting the office of the organization.
5. In exceptional cases, the organization may require employees to work extra hours (overtime work) in compliance with labor law requirements. In such cases, the employee must be reimbursed for working hours. Overtime hours can be reimbursed in payment or compensatory time. Amount of payment or time is calculated by the Director.
6. If the reason for absence of an employee from work is unacceptable to the immediate supervisor, or the employee being late at work becomes regular, they may be subjected to disciplinary sanctions, including dismissal from work.

Article 24. Days Off

1. Day off is time between the workdays of the employees (Saturday, Sunday), holidays established by the Labor Code of Georgia and additional days established by the Director.

2. The Director is authorized to establish additional days off in addition to the ones provided by the labor legislation of Georgia.
3. The employee has right to request other days off instead of established ones, which must be specified in the labor agreement.

Chapter VII. Vacation

Article 25. Duration of Vacation and Usage Rule

1. The employee is entitled to 24 working days of paid leave, as well as 15 calendar days of unpaid leave per year. In case labor agreement term is less than a year, employee is entitled to use 2 days of paid leave and 1 calendar day of unpaid leave per each worked month.
2. Annual leave cannot be taken for the first 3 months of employment. After 3 months, an employee can plan annual leave for the maximum of the accumulated days by the start date of the vacation. .
3. Subject to the requirements of paragraph 1 of this Article, an employee may take annual paid leave at any time of the year in the order specified by the Director.
4. Subject to the requirements of paragraph 1 of this Article, an employee may take annual paid leave at any time of the year, but in agreement between the employee and the administration.
5. Based on the agreement of the administration and the employee, the leave can be divided into parts.
6. If granting paid leave to an employee in the current year may negatively affect the normal workflow, an agreement between the organization and the employee may allow the transfer of part of the paid leave to the following year. Transferring paid leave for 2 years in a row is not allowed.
7. It is desirable for employees to use the vacation days on time, but if an employee will not use his/her leaves during a year on their own initiative, only 10 days from the accrued vacation will be transferred to the next fiscal year, starting from 1st of January.
8. Unpaid leave cannot be transferred to the next year.
9. Other topics related to the leaves are regulated by the labor agreement and labor legislation of Georgia.

Article 26. Leave during Temporary Incapacity for Work

1. Absence from work due to illness of an employee is considered honorary if the medical certificate is submitted.
2. Employee with the labor agreement term for more than a year is entitled to the leave due to temporary incapacity for work which shall not exceed 40 consecutive calendar days or 60 days in 6 months. If the labor agreement term is less than a year, such days are calculated proportionally.
3. Absence due to temporary incapacity is subject to usual reimbursement and is not referred to as paid or unpaid leave.
4. In case the duration of temporary incapacity from work exceeds the period indicated in paragraph 2 and an employee has already used annual paid and unpaid leaves, the Director of the organization has right to terminate labor agreement or to continue it without compensation.

Article 27. Vacation Due to Personal and Family Circumstances

Employees are entitled to 5 (five) additional paid leave days due to personal and family circumstances in the following events:

- a) Marriage;
- b) Child birth (for men);
- c) Marriage of children;
- d) Illness of children;
- e) Illness (without submitting medical certificate);
- f) Illness of a family member requiring intensive care;
- g) Death of a family member.

Article 28. Leave Request

1. Vacation schedule should be agreed with the project coordinator and the Director.

2. When scheduling vacation, an employee should take into account the interests of the organization and should take leave during the period agreed with the line manager. Manager shall approve the vacation if no obstructive reasons foreseen. In any case, the work schedule of the organization shall be taken into account and the responsibilities on the employee shall not be distributed to other employees due to their long absence.
3. Leave request signed by the line manager shall be submitted to the Director for approval. Finally, the Director approves all leave requests (Annex 2).
4. Approved leave request shall be stored in the employee's personal file.

Article 29. Leave Due to Pregnancy and Childbirth, Childcare, Child Adoption and Additional Leave for Childcare

Leave Due to Pregnancy and Childbirth, Childcare, Child Adoption and Additional Leave for Childcare is granted to the employee in accordance with the labor legislation.

Chapter VIII. Business Trip

Article 30. Business Trip of the Employees

1. A business trip is a temporary change of an employee's workplace by the employer in view of the organization's interests. Business trips are not viewed as a change to essential terms and conditions of the employment contract unless the business trip duration exceeds a total of 45 calendar days per year.
2. In case the duration of an employee's business trip assignment exceeds a total of 45 calendar days per annum, a change occurs to essential labour conditions, and the employment contract should be accordingly revised.
3. The employer must fully compensate employees all business-trip related expenses unless otherwise stated in an individual employment contract. An employee shall complete the business trip paper before departure (see Annex 3).
4. Per Diem of business trip expenses includes food and accommodation and compensation of unforeseen expenses. Business trip allowance within the country amounts 70 GEL of which 30 GEL is the tax-free minimum, in accordance with Georgia's Tax Code, unless donors specify other numbers as part of individual projects. To compensate business trip expenses, an employee must complete a form Business Trip Per Diem. The daily amount outside Georgia shall be determined in accordance with the Georgian legislation and the specific budget line

provided for in the individual project (Annex 4).

5. If the employee is using his/her car for the project transportation purposes, PFP will reimburse 0.5 USD equivalent in GEL per the kilometres, according NBG exchange rate assigned on the day of the payment. The amount is including all applicable taxes.

Chapter IX. Rules for the Use of Incentives and Disciplinary Measures

Article 31. Labor Discipline

Employees are obliged to observe labor discipline, rules set by Manual and other internal legal acts, to show mutual respect and collegiality, to observe the norms of ethics.

Article 32. Incentives

1. The following incentive measures can be applied to employees for their success in the working process:

- a) Expressing gratitude;
- b) Monetary bonus;
- c) Valuable gift;
- d) Promotion.

2. Incentive measure is determined and applied with the Director's order, with or without nomination from the line manager.

3. Each incentive measure is reflected in the personal file of an employee.

Article 33. Disciplinary Measures

1. The following disciplinary measures can be applied towards the employees:

- a) Notice;
- b) Reprimand;
- c) Demotion;

- d) Termination of a labor agreement (dismissal from work).
- 2. Disciplinary measure is determined and applied with the Director's order, with or without nomination from the line manager.
- 3. Each disciplinary measure is reflected in the personal file of an employee.

Article 34. Disciplinary Violations and Means of Disciplinary Measures

1. Notice and Reprimand are mild forms of disciplinary measures used for the disciplinary violations such as:

- a) Ignorance the requirements of the organization's statute;
- b) Violation of the requirements of the organization's Manual;
- c) Refusing to follow the legitimate or reasonable instructions of the immediate supervisor or encouraging other employees to do so;
- d) Violation of organization's rules;
- e) Being late at work or/and unreasonable absence.

2. Demotion and termination of the labor agreement are grieving forms of the disciplinary measures and are used for the harsh disciplinary violations, such as:

- a) Repeated disciplinary misconduct by an employee who has been warned or reprimanded in the past year;
- b) Deliberate damage to the organization property;
- c) Illegal possession or use of office equipment without proper authorization;
- d) Misuse or misappropriation of cash and/or expense reports intended for small office expenses;
- e) Alcohol or drug consumption during working hours and within work premises;
- f) Illegal storage and carrying of firearms and/or cold steel, as well as prohibited substances on the territory of the organization;
- g) Action which endangers lives or health of other employees, results in sexual or other types of harassment or discrimination;
- h) Finding guilty for the criminal offenses;
- i) Any action that may cause activities/reputation of the organization;
- j) Disclosure of confidential information.

Chapter X. Complaint and the Procedure for its Consideration

Article 35. General Rule for Consideration for a Complaint

1. The employee should first file a complaint with their own project coordinator. If the employee is not satisfied how the complaint was resolved, he has right to address the Director in writing.
2. Director notifies the employee on accepting the complaint and request written report on the topic from the line manager. If the director deems it appropriate, he will appoint a meeting with the employee and project coordinator within 10 days.
3. During the meeting, the Director will give an opportunity to express their views and vision on how the problem can be solved to both parties. After the meeting, or without it, the Director reviews the case and notifies the decision to both parties.
4. If the employee is not satisfied with the decision, he can appeal to the organization board in writing. The board will consider the matter and notify the parties of the final decision.

Article 36. Appealing for the Action Related to Violence, Discrimination and Sexual Harassment

1. It is a priority for the organization to create environment free from violence, discrimination, sexual harassment and pressure.
2. For the purposes of this Manual, violence includes physical as well as psychological violence discrimination means unjustified differentiated attitude towards the employee due to any sign; Sexual harassment applies to a verbal, non-verbal or physical behavior of an undesirable sexual nature, aiming to and/or resulting in insulting person's dignity and creating a hostile, intimidating, abusive or degrading environment.
3. Sexual pressure includes requests of sexual nature and any other verbal or physical action, when tolerating such behavior becomes a condition or ground to any kind of decision, or when such action creates intimidating, hostile or abusive work environment. This Manual also specifically prohibits sexual pressure between the same sex persons. Sexual harassment may occur in horizontal, as well as vertical environment. None of the superior employees or managers have right to promote an employee or refuse promotion or carry out any forced changes in employment status in exchanged to fulfillment or refusal of sexual requests.

4. Sexual harassment is not limited to strongly expressed sexual desires; but can also include actions such as sexual jokes, mockery and anecdotes; regularly repeated abusive sexual flirtations, attempts or offers; obscene or sexually explicit speech or gestures; exhibiting or distributing printed or visual material of obscene or sexual content; abusive physical contact, such as touching, putting or rubbing the hand, squeezing, rubbing against another person's body. This Manual also prohibits any kind of hostile behavior based on sex, regardless the fact that the abuser and victim are of different or same sex. The Manual prohibits sex-based pressure, regardless of whether this pressure reaches the level of legal violation. The listed below is not comprehensive, as sexual harassment may involve any behavior of a sexual nature that is undesirable to the recipient.

5. Every employee, including those on probation or internship, who thinks they have experienced violence, unequal treatment or sexual pressure, has right to address the appeal to a special committee within the organization.

6. Every employee, including those on probation or internship, who thinks they have experienced violence, unequal treatment or sexual pressure, has right to refuse appealing to internal mechanism of the organization and immediately address the subjects authorized to resolve the issue by the legislation of Georgia, including Public Defender of Georgia or the court.

7. Every employee in the organization is obliged to notify governing bodies (individually represented in the appeal committee), if such facts occur in the organization office or elsewhere, related to the activities of the organization and such behavior is committed by an employee, contractor or recipient of the organization.

Article 37. Consideration and Resolving Appeals Related to Violence, Discrimination and Sexual Harassment

1. Appeals related to violence, discrimination and sexual harassment is reviewed by the special committee consisting of the board chairman, director and deputy director of the organization. If a committee member is involved in such action, the appeal is reviewed by the board of the organization. A third party / independent expert may be invited as a member of the special committee, if necessary.

2. The committee members have been trained on the mechanism of prevention and regulation of sexual harassment of the organization. They also have legal knowledge about sexual harassment.

3. Committee members shall be free from the conflict of interests towards alleged abuser, alleged victim and each other. Members are obliged to follow the principles of good faith and

confidentiality. Violation of the principle of good faith, impartiality or confidentiality by them is a ground for disqualification.

4. All the reports describing behavior inconsistent to the Manual will be investigated timely and fully. Confidentiality will be ensured as far as possible, taking into account the needs of the investigation.

5. After receiving the appeal related to the violence, discrimination of sexual harassment, the committee/board of the organization reviewing the case:

- a) Immediately registers date, time and actual circumstances of the incident(s);
- b) Informs alleged victim that he can also submit a complaint outside the organization, in accordance with the country legislation;
- c) Ensures informing alleged harasser / perpetrator on the receipt of a complaint;
- d) Get acquainted with the views of the alleged victim;
- e) Get acquainted with the views of the perpetrator;
- f) Interview third parties who may have relevant information;
- g) Reviews evidence proving or disproving the case;
- h) Prepares the final conclusion on the prohibited action.

6. In order to determine whether an action is a sexual harassment it is important to consider the alternative/cumulative existence of the following indicators. Below listed indicators are not comprehensive and presence of a single indicator may be sufficient to confirm sexual harassment:

- a) Duration and repeatability of the action;
- b) The form severity of behavior;
- c) Assessment of the situation by the alleged victim and their psycho-emotional state;
- d) Number of alleged victims;
- e) The nature of the relationship between the alleged victim and the perpetrator; also, consideration shall be given to the impact that the alleged perpetrator may have on the victim;
- f) Other.

7. The committee has right to implement additional temporary measures until the decision is made:

- a) Allow alleged victim not to go to work until a decision is made. The period will not be considered as vacation and the employee will get the reimbursement. If possible, alleged victim shall perform their duties remotely;

- b) Prohibit the alleged perpetrator from carrying out administrative measures, supervising or evaluating the alleged victim;
 - c) And other temporary measures, which will help both parties to continue the work process before making a decision.
8. The committee makes decisions through open vote, with the majority of votes and in writing. In a committee member does not agree to the decision, they have right to state different opinion in writing.
9. The decision will be made by the committee within 1 month from the submission of the initial complaint. In case of special circumstances, this period may be extended for no more than 2 months.
10. If the committee confirms the fact of violence, discrimination or sexual harassment, a disciplinary measure, demotion or termination of the labor agreement will be applied to the person committing the act. Nature of disciplinary measure depends on the severity and scale of the action. If the committee finds that the act carried out contains signs of a criminal offense, they are obliged to address the relevant law enforcement agencies for a response.

Chapter XI. Financial Accounting Guide

Article 38 Selecting and Using Accounting Policy

1. Accounting bookkeeping is made in accordance with Georgian legislation and International Financial Reporting Standards (IFRS). The accounting is made in the accounting software “Oris” Using fund accounting has several strong advantages:
2. Integration of management accounting elements – Fund accounting enables preparation of detailed management information for each direction of operation anytime;
3. Strong internal control environment and low risk level of financial reporting – Basic principles integrated in fund accounting ensure compliance with all structural and basic requirements of the International Accounting Standards (IAS). One of the problematic topics for the accounting of non-profit organizations is maintaining revenue and expense compliance. Fund accounting technique minimizes risk of violating compliance principle.

Articl 39 Basic Accounting Methods

1. Organization has its account open in Bank. Organization uses internet banking and is protected with two-eye principle, meaning preparation of relevant transfers by one and confirming them by another employee. Organization practically does not make cash purchases or payments if a project to be implemented or agreement with the donor determine otherwise. However, cash stored in the office shall not exceed 200 Gel at any time. A safe is used to store cash. For cash payments, the organization uses cash income and payment orders. Accountable person (employee) shall submit expenditure documents for the amount issued to him to the accountant no later than three calendar days after receipt of the amount and shall return the unspent amount. Advance report on the receipt and spending mentioned amount is prepared by the accountable person, approved by his, director's and accountant's signatures. Issuing new amount to the same person is not allowed if expenditure documents for a previously issued amount has not been submitted or cash returned. Transfer of cash by accountable person to another employee is not allowed.
2. The organization mainly uses bank transfers (cashless payments).
3. Taking into account working processes, organization directors approve bank transfers through email.

Article 40. Long-term Assets

1. Long-term assets include fixed assets and intangible assets.
2. Fixed assets – material assets which: at the disposal of the organization and is used for its activities and/or administrative purpose and intended to be used for more than one reporting period. All items with an estimated working capacity of more than one year should be listed in the Capital Assets Inventory List.
3. Intangible assets – identifiable, non-material asset without physical form. Such asset is considered as identifiable, when: a) Is separable, or it can be separated from the organization, sold, transferred, licensed or leased or exchanged individually or linked to the agreement, asset or liability; or b) Arises from contractual or other legal rights, regardless of whether it is possible to transfer or separate these rights from the organization or other rights and responsibilities. The organization shall recognize long-term asset when:
 - Organization is expected to receive economic profit using this asset;

- It is possible to reliably estimate value of the asset.
4. An intangible asset created within the organization is recognized as an expense immediately in operation report.
 5. Land and buildings are independent assets, thus the organization records them separately, if such exist.
 6. The organization assesses long-term asset on initial recognition with the prime cost.
 7. The organization groups fixed assets by context and similarities of economic purpose.
 8. Accrual of depreciation/amortization on the asset starts when the asset is in place and in a condition, which is necessary for its operation in accordance with the goals set by the management. Depreciation/amortization accrual on the asset is terminated when recognition of the asset is terminated, or it is fully depreciated. The organization uses a linear method of depreciation for its long-term assets and determines useful service life of each its asset depending on how long the asset is expected to be available for use by the organization. Depreciation amount is recorded as a period cost in operation report. At the end of each reporting period, the organization reviews accounting asset valuations (service life duration, depreciation method) and changes to the accounting evaluation is recorded in operation report prospectively (or during next periods).
 - 9 Long-term assets received as a charity or a grant increases organization's fund of long-term assets. Long-term assets received in such way are initially recognized with their actual/market price.
 10. Organization terminates recognition of a long-term asset upon its expiration or when it is no more expected to get profit from its usage or exit.
 11. Any income or loss caused by the termination of long-term asset recognition is immediately recorded in operation report.
 12. In line with a Civil Code of Georgia and Statute of the organization, alienation of the organization-owned property is possible, if it serves to the operation of the organization, its organizational development, contributes of achieving its goals or serves charity purpose. Based on the organization Statute, alienation of the property owned/used by the organization, as well as transferring to be used by someone else is only possible upon the Board decision, if such action does not contradict its goals and activities, its organizational development, contributes to achieving its goals or serves charity purpose.

Article 41. Budgeting

1. To get funding from the donors, budget shall be prepared. Program as well as finance personnel is involved in budget preparation and control, however all budgets (grant proposal, agreement), prior to submitting to donors, is reviewed and approved by the director and financial manager. Submit a grant proposal/budget to the donor without the approval of the director is unacceptable. No agreement has legal force without the signature of the director and financial manager. None of the grant expenditures will start without the donor's written consent. The director and financial manager are responsible for the implementation of the budget and monitoring its compliance. Any changes to the budget proposed by the program shall be prepared together with the financial manager/accountant and get the director's approval. Only after completion of internal processes, the request for the changes is sent to the donor.

2. The director and financial manager shall review the budget on monthly basis. However, it is always better to implement projects according to the plan and timelines agreed in advance. Costs shall be approximately equal throughout the whole period of the project implementation. The director is responsible for providing information on the agreed plan, time

Article 42 revenues and expenses

1. Reasonableness of Expenses

A) Reasonableness of expenses implies adequate and relevant expenses made for the purchase of any goods or services. Expenses shall be deemed reasonable if they do not exceed the amount that a reasonable person would have paid in similar circumstances.

B) The issue of reasonableness of any expense should be carefully examined. When determining the reasonableness of expenses, the following must be factored in - whether this expense is deemed ordinary and necessary for the organization's activity or for decisions about contract formation.

2. Allowability of Expenses

A) Allowability of expenses means "if expenses are allowable" or "if you are permitted to incur these expenses in view of a particular contract." Refer to your donor for more information about which expenses are allowable.

B) Expenses shall not be incurred for the purchase of the following products:

- Alcohol;
- Forbidden / unauthorized goods: military equipment, surveillance equipment, goods, equipment, and services intended for police and other law enforcement bodies, luxury items, arcade / entertainment machines for gambling, costs of other services and goods that are not directly related to the contract / grant.

3. Eligibility of Costs

A) Based on the principle of cost eligibility, all costs incurred shall be clearly related to the contract / grant. A cost shall be deemed eligible for a donor contract if it is consistent with other expenses made for similar purposes in similar conditions, and if such costs:

- are explicitly intended for the contract's purposes.
- are beneficial for both the contract and the activity, and are directly proportional to the benefit received.
- is essential to the activity of the organization, however, it cannot be directly associated with the object of a particular expense.

B) These three factors must be considered during cost authorization.

4. revenues

The operating income of the organization consists of: income received in the form of grants and donations, trainings and consulting services.

- A monetary asset received as a donation is recognized as income upon receipt, and non-monetary assets received as a donation are recorded as a fund upon receipt of the right to dispose of these assets. Non-monetary assets are initially measured at fair value (market value).
- Non-monetary assets received as a donation, which meet the criteria for recognition as a fixed asset, are recorded as a fixed asset, that is, the method of depreciation and the period of useful service are determined. An organization can receive supplies as a donation, which is recorded in the short-term assets fund.
- Due to receiving additional income, the organization can place the donation received in the form of cash on a bank deposit, from which it recognizes the interest income generated by the accrual method.

Article 43. Purchase Procedures

1. Purchases through Bank Transfers

A) Upon the purchase of goods / services with a value greater than 10000 GEL, the initiator of procurement completes the Purchase Authorization Form (Annex 5), signs it, and presents it to the Financial Manager. In case of purchasing goods / services with a value less than 10000 GEL, Purchase Request Form is completed (Annex 6), based on which the supplier shall receive the due payment.

B) Financial Manager examines the form, reviews the justification for the purchase requested as well as its compliance with the budget, and decides on authorization.

C) Subsequently, the Financial Manager presents the form to the Director for review.

D) The Director reviews the justification of the purchase in question and authorizes it if he / she deems proper.

2. Procurement Procedures

A) Initiation of or request for any purchase and relevant payments to the supplier shall be implemented following the competition of the Purchase Request Form. Any employee may complete the purchase request form if they need certain goods or services. The completed form shall be signed by the requestor, examined by the Financial Manager and the Director (please view the Purchase Request Form in Annex 6).

B) Any goods / services, the value of which does not exceed 10000 GEL at a time or per annum, and if these goods are not purchased from one and the same supplier, may be acquired without bidding. In such cases, the Project Manager directly contacts the supplier (of goods or services) and asks for the relevant [purchase] documentation. The Purchase Request Form (Annex 6) is completed based on the invoice received, which allows the Financial Manager makes the payment to the supplier.

C) In case of purchase of any goods / services, the price of which ranges from 10,000 to 30,000, the first stage is the completion of the Purchase Authorization Form (Annex 5) by the Project Manager (see Annex 5), which is then approved by the Director. The Project Manager shall perform market research (bidding). He / she shall contact at least three suppliers and / or announce tender, obtain written information / invoices that include precise prices for the goods / services in question; this means that an official invitation letter shall be sent to at least three suppliers with a detailed inventory of required goods / services and a request for proposal (signed and sealed); subsequently, the Project Manager shall complete the bidding form (please view the Bidding / Tender Form in Annex 7) and present to the Director for approval. While completing the bidding form, the Project Manager shall provide ample justification for supplier selection based on the following criteria: price, quality, supply dates, payment form, etc. The Bidding Form shall be signed by the Project Manager, the Financial Manager, and the Director.

D) The first stage for the purchase of goods / services, the value of which exceeds 30,000 GEL, is the completion of the Purchase Authorization Form (Annex 5) by the Project Manager (see Annex 5), which is then approved (authorized) by the Director. Open tender is announced following the authorization. A standard and uniform request shall be sent to all tenderers to ensure maximum transparency and competitiveness of the bidding process.

The tender document shall be made publicly available on an open website. All tenderers shall be given an opportunity for asking questions and receiving answers. All potential tenderers shall be treated fairly and equally. But if the organization needs a specific service provider, due to her/his competence and his expertise and working days are pre-agreed with the donor through the project proposal, the organization is not obliged to conduct the bidding procedure.

E) Following the bid closing date, the tender commission shall meet and review and examine all proposals based on the following criteria:

- Price;

- Quality;
- Supply dates;
- Payment forms, terms, and conditions;
- Relevant experience of a tenderer, and the person in charge;
- Reliability of a tenderer, etc.

F) The tender commission may also include other members of the organization if need be. Moreover, in case of purchase of specific goods / services, independent experts may be invited.

G) It is essential that all persons involved in the procurement (purchase) process assessed all proposals on an impartial basis and did not grant intentionally or unintentionally unfair advantage to any of the participants. It is also necessary that all members of the commission signed the confidentiality and conflict of interest disclosure form during the formation of the evaluation team. Before the evaluation process begins, the Project Manager announce titles / names of all tenderers, and, accordingly, all members of the commission have an opportunity to identify risks of conflict of interest. In case of conflict of interest, the individual in question shall not participate in the selection process.

H) Following the submission of proposals, the Project Manager provides all commission members with a copy of the Bid Evaluation Form (see Annex 8), with a detailed description of goods / services and the evaluation criteria. Each member of the commission shall independently review the proposals and allocate respective number of points to each of them.

I) The decision is achieved considering the following criteria: price, quality, supply conditions, payment terms and conditions, etc. The decision is made by the Financial Manager and the Director based on the tender documentation the Project Manager provides.

J) Subsequent to the decision of the tender commission, the Project Manager makes a detailed description of the reasons behind the commission's decision, and the Tender Form shall be compiled and signed by every member (see Annex 9); this document is an essential element of the procurement process in case of any related questions by donors or auditors.

K) Observation of these rules is obligatory during all types of procurement and may be revised only if donors establish any additional requirements or demands.

L) service/ goods provider, already presented on the project proposal and approved by the donor organization will be contracted without bidding or tender procedures.

Article 44. Contract and Contract Formation

1. During the purchase of goods / services, contracts are formed in view of the organization's interests, however, it is necessary to form contracts in case of advance disbursements that exceed 500 GEL and it is up to 30% of the total service amount (other limits may be imposed if need be).

2. Contracts formed by the organization shall cover the following issues:

- a) requisites (address and billing information) of the parties;
- b) subject matter;

- c) price of goods / services in question, payment terms and conditions;
- d) rights and duties of the parties;
- e) contractual responsibilities and obligations of the parties in the event of a breach of contract;
- f) contract duration;
- g) dispute resolution;
- h) contractors' agreement templates may be used during contract formation if they meet all the above-listed requirements (please view Annex 10 for a template);
- i) contractors' template may be used during the development of the delivery and acceptance form if it meets the above-listed requirements (please view the Delivery and Acceptance Form in Annex 11).

Article 45. System for Documenting Procurement Process

It is necessary to preserve all purchase-related documents. It is essential to document the entire procurement process in electronic form and if requested by donor also in a printed format. The documentation shall include the request for purchase, correspondence exchanged between the organization and potential suppliers, acts of delivery and acceptance, and payment confirmation documents.

Article 46. Audit Report

1. The organization's funds may be subject to audit by an independent auditor in accordance with both national and international audit standards.
2. Written audit report shall be presented to the Director and Financial Manager upon competition.
3. The organization shall provide the independent auditor with all relevant records and financial statements.
4. The organization agrees that the donors conducted those financial reviews that require audit or ensure accountability of the expenditures of relevant projects irrespective of audit requirements.

Article 47 Changes and Amendments to the Manual

This Internal Rules and Regulations is a dynamic document, and it is subject to revisions. The organization may, either partially or fully, amend, suspend, or remove certain statements stipulated in this Manual at any moment, with or without notice thereof. The organization is not limited to the terms and conditions set out by this Manual, and it is entitled to making exceptions as it deems proper unless the latter contravene Georgia's legislation and requirements of donors.

Annex 1 - A form for the Acceptance and Understanding of the Organizational Management Manual and Regulations

I hereby confirm that I have read and understood the organizational Manual and Regulations of the Prevention for Progress – PFP. I acknowledge that it provides information about employee policies and procedures.

I hereby recognize that the organizational Manual and Regulations establish rules and standards for conduct at work.

I understand that the standards set out in the organizational Manual and Regulations are inherent parts of labor relationship, and I am thereby required to comply with them.

Please, write your name (first name, last name, date; sign the form and return it to the Project Supervisor and/or the Director).

Employee's name (first name, last name): _____

Employee's signature: _____

Annex 2: Leave Request Form

Completion and approval of this form is necessary before taking the leave. After the approval, it shall be returned to the Director of Prevention for Progress (PFP).

Name (first name, last name):

I would like to request leave for the following dates:

Leave: day(s) for the following dates (please specify date(s)):

Sick leave, day(s), for the following dates:

Maternal / paternal leave: day(s), for the following dates:

Other: day(s), for the following dates:

Unpaid Leave: day(s), for the following dates:

Requested by

Date:

Director's consent:

Date:

Annex 3 - Business Trip Order

Issued to:
(Name, Position)

Destination of the Trip:
(Destination)

Issue date:

Business trip dates: from to

Purpose of the Trip:

Notes of Departure and Arrival: Departure:
Arrival:

Traveler Signature Authorized by: Stamp

Annex 4: Business Trip Reimbursement Form / Per Diem Request Form

Section I

Name (first name, last name):	Project Title:
Business Trip Purpose	Date of Request:
Departure Date:	

Complete Section II only If requesting a Per-Diem

Section II

Destination	Per Diem Rate (GEL)	No of Days	Total Per Diem (Gross)
Total Per Deim Gross			
Total Pension Fund (2%)			
Total Income Tax			
Total Per Diem Requested			

Authorizations:

Traveller:

Name:

Date:

Approved: Financial Manager

Name:

Date:

Annex 5 – Purchase Authorization Form

Project(s) Title:

I request the authorization for the following purchase:

#	Description	Justification	Unit Price	Quantity	Estimated total	Comment
1.						
2.						
3.						
4.						
	Total:					

Requested by: _____ Name: _____ Date: _____

Signature

Approved by: _____ Name: _____ Date: _____

Signature

Financial Manager

Approved by: _____ Name: _____

Signature

Director

Date: _____

Note:

To be completed for the authorization of purchase of goods or services the value of which exceeds 10,000 GEL, as stipulated by the Operational and Procurement Manual.

Annex 6 – Purchase Request Form

Project(s) Name:

Vendor Name:

I request approval to purchase the following:

#	Quantity	Unit Price	Total	Description	Comment
1.					
2.					
3.					
	Total:				

Requested by:
Signature

Name:

Date:

Reviewed by:

Signature

Name:

Date:

Financial Manager

Approved by:

Signature

Name:

Date:

Director

Annex 7 - Bidding From

Project Title:

Date:

	Equipment / Service (Description)	Name of the provider	Price/Experience/Quality
1			
2			
3			

Justification

Project Manager

Name:

Signature/Signature:

Financial Manager

Name:

Signature/Signature:

Director

Name

Signature/Signature:

Stamp

Annex 8 - Bid Evaluation Form

Donor Project Name
Project Reference #

Scoring Sheet			
Name of the Applicant			
Evaluation Category	Maximum Points	Assigned Points	Notes/Comments
Total score	0	0	

Evaluation Committee Evaluating member:

Occupation: Signature/Signature: Date:

Annex 9 - Tender Form

Project Title:

Date:

	Equipment / Service (Description)	Name of the provider	Scores:
1			
2			
3			

Justification: Conclusion: Committee members:

Name, title, and Signature:

Stamp

Annex 10 - SERVICE AGREEMENT

SERVICE AGREEMENT

მომსახურების ხელშეკრულება

This Service Agreement (hereinafter the “**Agreement**”) is made on, by, and between the following parties:

Prevention for Progress, non-entrepreneurial (non-commercial) legal entity incorporated and existing under Georgian law, identification code: 404463031 (hereinafter “**PFP**”), as represented by Ketevan Imerlishvili, Administrative-Finance Director;

And

[**Name**], the citizen of Georgia, born on ----, residing in Tbilisi, Georgia, Identity Number #000000 (hereinafter the “**Contractor**”).

PFP and the Contractor shall hereinafter individually be referred to as a “**Party**”, and collectively, as the “**Parties**”.

წინამდებარე მომსახურების ხელშეკრულება (შემდგომში „**ხელშეკრულება**“) დაიდო თარიღი, შემდეგ მხარეებს შორის:

პრევენცია პროგრესისთვის საქართველოს კანონმდებლობის შესაბამისად დაფუძნებული და მოქმედი არასამეწარმეო (არაკომერციული) იურიდიული პირი, საიდენტიფიკაციო კოდი: 404463031 (შემდგომში „**PFP**“), წარმოდგენილი მისი ადმინისტრაციულ-ფინანსური დირექტორის ქეთევან იმერლიშვილის სახით და

სახელი და გვარი, საქართველოს მოქალაქე, დაბადებული ----- მცხოვრები მისამართზე: თბილისი, ---- ,პ/ნ (შემდგომში “**კონტრაქტორი**”). PFP და “**კონტრაქტორი**” ცალ-ცალკე მოიხსენიებიან, როგორც “**მხარე**”, ხოლო ერთობლივად – როგორც “**მხარეები**”.

Article 1

Subject of the Agreement

- 1.1 The Contractor undertakes to render services as set out in Article 1.2 hereof to PFP, and PFP accepts this service from the Contractor.
- 1.2 The services to be rendered by the Contractor to PFP as part of the Project: ----- (hereinafter the “**Services**”).

Article 2

Service Fee

- 2.1 For the rendered Services PFP shall pay the Contractor the gross amount **00000** GEL

მუხლი 1

ხელშეკრულების საგანი

- 1.1. “**კონტრაქტორი**” კისრულობს ვალდებულებას გაუწიოს PFP-ს წინამდებარე “**ხელშეკრულების**” 1.2 მუხლით გათვალისწინებული მომსახურება, და PFP თანახმაა, მიიღოს აღნიშნული მომსახურება “**კონტრაქტორისგან**”.
- 1.2. “**კონტრაქტორის**” მიერ PFP-ისათვის გასაწევი მომსახურება პროექტის ფარგლებში „-----“ პროექტის ----- (შემდგომში “**მომსახურება**”).

მუხლი 2

მომსახურების საფასური

- 2.1. გაწეული “**მომსახურებისთვის**” PFP “**კონტრაქტორს**” გადაუხდის **000000**ლარს (დაბეგვრამდე), (შემდგომში “**მომსახურების**”).

(hereinafter the “Service Fee”) in accordance with the terms of this Agreement.

- 2.2 The Service Fee shall be paid by PFP to the Contractor via bank transfer in accordance with the bank account details of the Contractor provided in Annex 1.
- 2.3 The Service Fee shall be paid to the Contractor within 2 weeks following the signing of the respective Act of Receipt and Delivery of Services (Annex 2) by the Parties.
- 2.4 As required under Georgian law, the Service Fee shall be subject to income tax to be withheld at source by PFP in the amount of 20% of the payable gross amount.
- 2.5 Any expenses directly related to provision of the Services by the Contractor shall be reimbursed by PFP only if such expenses are agreed with and pre-approved in writing by PFP and the contractor presents documents confirming such expenses.
- 2.6 In the cases envisaged under the Law of Georgia on Funded Pensions and as required by the given Law, upon the payment of the Service Fee, PFP shall withhold and transfer 2% of the payable gross amount of the Service Fee to the individual pension account of the Contractor participating in the funded pension scheme. In observance of the given Law, upon the payment of the Service Fee, PFP shall additionally make the mandatory pension contribution in the amount of 2% of the payable gross amount of the Service Fee.

Article 3

Rights and Obligations of the Parties

საფასური”) წინამდებარე “ხელშეკრულების” პირობების შესაბამისად.

- 2.2. PFP “მომსახურების საფასურს” გადაუხდის “კონტრაქტორს” უნაღდო ანგარიშსწორების გზით “კონტრაქტორის” მიერ პირველ დანართში მითითებულ საბანკო ანგარიშზე გადარიცხვით.
- 2.3. “კონტრაქტორისათვის” “მომსახურების საფასურის” გადახდა მოხდება “მხარეთა” მიერ შესაბამისი მომსახურების მიღება-ჩაბარების აქტის (მე-2 დანართში მოცემული ფორმით) ხელმოწერიდან 2 კვირის ვადაში.
- 2.4. საქართველოს კანონმდებლობის შესაბამისად, “მომსახურების საფასური” ექვემდებარება PFP-ის მიერ წყაროსთან დაბეგვრას საშემოსავლოს გადასახადის დაუბეგრავი ოდენობის 20%-ით.
- 2.5. “კონტრაქტორის” მიერ “მომსახურების” გაწევასთან უშუალოდ დაკავშირებული ნებისმიერი ხარჯი ანაზღაურდება PFP-ის მიერ მხოლოდ იმ შემთხვევაში, თუ ამგვარი ხარჯები შეთანხმებული და წინასწარ წერილობით დადასტურებულია PFP-ის მიერ, და წარდგენილია აღნიშნული ხარჯების დამადასტურებელი დოკუმენტაცია.
- 2.6. „დაგროვებითი პენსიის შესახებ საქართველოს კანონით გათვალისწინებულ შემთხვევებში და ამავე კანონის შესაბამისად, „მომსახურების საფასურის“ გაცემისას PFP განახორციელებს „მომსახურების საფასურის“ დასაბეგრი ოდენობის 2%-ის დაკავებას და შეტანას დაგროვებით საპენსიო სქემაში მონაწილე „კონტრაქტორის“ ინდივიდუალურ საპენსიო ანგარიშზე. ამავე კანონით დადგენილი წესით, „მომსახურების საფასურის“ გაცემისას PFP დამატებით განახორციელებს სავალდებულო საპენსიო შენატანს დასაბეგრი „მომსახურების საფასურის“ 2%-ის ოდენობით.

მუხლი 3

მხარეთა უფლებები და მოვალეობები

- 3.1. “მხარეები” ვალდებულნი არიან, კეთილსინდისიერად შეასრულონ

- 3.1 The Parties are responsible to perform their obligations undertaken hereunder in good faith.
- 3.2 PFP shall pay the Contractor the Service Fee as prescribed under this Agreement.
- 3.3 The Contractor shall carry out its duties in an honest, timely, and highly professional manner.
- 3.4 The Contractor may delegate all or any of its contractual obligations to a subcontracted third party only with the prior written consent of PFP, however it shall at all times remain liable for performance of the obligations assumed hereunder.
- 3.5 The Contractor shall handle carefully any property with which it is entrusted by PFP and shall take measures to avoid causing any damage to any such property.
- 3.6 The Contractor understands and acknowledges that as an independent contractor, the responsibility for the safety and security of the Contractor, his/her personnel, and his/her property, rests solely with the Contractor. PFP shall undertake no responsibility for life, accident, travel, or other insurance coverage of any kind for the Contractor, the Contractor's personnel, or the Contractor's property.
- 3.7 At the request of PFP, the Contractor shall submit to PFP reports and other information allowing supervision of the progress of the provision of Services.

წინამდებარე “ხელშეკრულებით” ნაკისრი მათი ვალდებულებები.

- 3.2. PFP ვალდებულია, გადაუხადოს “კონტრაქტორს” წინამდებარე “ხელშეკრულებით” გათვალისწინებული “მომსახურების საფასური”.
- 3.3. “კონტრაქტორმა” უნდა შეასრულოს საკუთარი მოვალეობები კეთილსინდისიერად, დროულად და მაღალ პროფესიონალურ დონეზე.
- 3.4. “კონტრაქტორს” უფლება აქვს მისი სახელშეკრულებო ვალდებულებები სრულად ან ნაწილობრივ გადასცეს ქვეკონტრაქტორ მესამე მხარეს მხოლოდ და მხოლოდ PFP-ის წინასწარი წერილობითი თანხმობის საფუძველზე, თუმცა ის მუდმივად იქნება პასუხისმგებელი წინამდებარე “ხელშეკრულებით” ნაკისრი ვალდებულებების შესრულებაზე.
- 3.5. “კონტრაქტორი” უნდა გაუფრთხილდეს PFP-ის მიერ მისთვის მინდობილ ნებისმიერ ქონებას და უნდა მიიღოს ზომები ამგვარი ქონების დაზიანების თავიდან ასაცილებლად.
- 3.6. „კონტრაქტორი“ აცნობიერებს და თანხმობას აცხადებს, რომ „კონტრაქტორის“, მისი პერსონალისა და ქონების უსაფრთხოებასა და დაცვაზე პასუხისმგებლობა ეკისრება მხოლოდ მას - „კონტრაქტორს“, როგორც დამოუკიდებელ კონტრაქტორს. PFP არ იქნება პასუხისმგებელი „კონტრაქტორთან“, „კონტრაქტორის“ პერსონალთან ან „კონტრაქტორის“ ქონებასთან მიმართებით სიცოცხლის, უბედური შემთხვევის, სამოგზაურო ან ნებისმიერი სახის სადაზღვევო შემთხვევის დაფარვაზე.
- 3.7. PFP-ის თხოვნისამებრ, “კონტრაქტორმა” უნდა წარუდგინოს PFP-ს ანგარიშები და სხვა ინფორმაცია, რაც შესაძლებელს გახდის “მომსახურების” გაწევის მიმდინარეობის ზედამხედველობას.

Article 4

Representations and Warranties of the Parties

- 4.1 Each Party acknowledges that they execute this Agreement voluntarily and

მუხლი 4

მხარეთა განცხადებები და გარანტიები

- 4.1. თითოეული “მხარე” აცხადებს, რომ საკუთარი ნებით აფორმებს წინამდებარე “ხელშეკრულებას” საქართველოს

under the procedures provided by Georgian law.

- 4.2 The Parties confirm that at the moment of signing this Agreement they have not concluded any agreement or have not undertaken any obligation, and the Parties are unaware of any such circumstances, which may hinder or render impossible fulfillment of the conditions and obligations undertaken hereunder.
- 4.3 Each Party acknowledges that the representations and warranties made herein are true, accurate, and complete in all respects and not misleading.

Article 5

Effective Term and Termination

- 5.1. The Agreement is effective as of the date above first written and shall be valid until the ----- or until terminated in accordance with its terms, by PFP, or by the Contractor pursuant to the Agreement and applicable Georgian legislation.
- 5.2. PFP has the right to terminate the Agreement unilaterally without specifying any reasons. Such termination shall be in writing and shall take effect immediately.
- 5.3. If the Contractor decides to terminate the Agreement, it shall provide a written notification to PFP at least 10 days in advance. However, PFP, at its sole discretion, may accept a shorter termination notice.
- 5.4. Upon the termination of the Agreement by the actions of either Party, irrespective of the reasons, the Contractor agrees that he/she will return all property of PFP.

Article 6

კანონმდებლობით დადგენილი შესაბამისი პროცედურის დაცვით.

- 4.2. “მხარეები” აცხადებენ და იძლევიან გარანტიას, რომ წინამდებარე “ხელშეკრულების” დადების მომენტისათვის არ აქვთ გაფორმებული რაიმე ისეთი ხელშეკრულება, ან ნაკისრი აქვთ რაიმე ისეთი ვალდებულება, და “მხარეთათვის” უცნობია ნებისმიერი ისეთი გარემოების შესახებ, რომელმაც შეიძლება შეაფერხოს ან შეუძლებელი გახადოს წინამდებარე “ხელშეკრულებით” გათვალისწინებული პირობების და ვალდებულებების შესრულება.
- 4.3. თითოეული “მხარე” აცხადებს, რომ წინამდებარე განცხადებები და გარანტიები არის ჭეშმარიტი, ზუსტი, ყოველმხრივ სრული და არ არის შეცდომაში შემყვანი.

მუხლი 5

“ხელშეკრულების” მოქმედების ვადა და შეწყვეტა

- 5.1. წინამდებარე “ხელშეკრულება” ძალაში შედის ზემოთ მითითებულ თარიღზე და ძალაში რჩება 2020 წლის 0000 ჩათვლით, ან მანამ, სანამ არ მოხდება PFP-ის ან “კონტრაქტორის” მიერ მისი შეწყვეტა “ხელშეკრულებისა” და საქართველოს კანონმდებლობის შესაბამისად.
- 5.2. PFP-ს უფლება აქვს, ცალმხრივად შეწყვიტოს წინამდებარე “ხელშეკრულება” რაიმე მიზეზის მითითების გარეშე. შეტყობინება ამგვარი შეწყვეტის შესახებ გაიცემა წერილობით და ძალაში შედის დაუყოვნებლივ.
- 5.3. თუ “კონტრაქტორი” გადაწყვეტს “ხელშეკრულების” შეწყვეტას, მან ამის თაობაზე უნდა შეატყობინოს PFP-ს შეწყვეტამდე სულ მცირე 10 (ათი) დღით ადრე. ამასთან, PFP-ს, საკუთარი შეხედულებისამებრ, შეუძლია ერთპიროვნულად დაეთანხმოს შეტყობინების უფრო მოკლე ვადას.
- რომელიმე “მხარის” ინიციატივით ნებისმიერი მიზეზით “ხელშეკრულების” შეწყვეტის შემთხვევაში, “კონტრაქტორი” თანახმაა, დაუბრუნოს PFP-ის მთელი ქონება.

მუხლი 6

Force Majeure

- 6.1 The Parties are excused from liability for delayed performance of their respective obligations undertaken hereunder, to the extent that such delayed performance is caused by a Force Majeure event.
- 6.2 If a Force Majeure event occurs, the relevant Party affected by such an event is obligated to immediately notify the other Party in writing and exercise all measures within its power in order to entirely avoid or at least mitigate the consequences of such event to the fullest possible extent.
- 6.3 Performance of an obligation directly affected by a Force Majeure event will be suspended and/or prolonged until the end of such Force Majeure event.

ფორს-მაჟორი

- 6.1. “მხარეები” თავისუფლდებიან პასუხისმგებლობისაგან “ხელშეკრულებით” განსაზღვრული მათი შესაბამისი ვალდებულების დაგვიანებით შესრულებისათვის, თუ ეს გამოწვეულია ფორს-მაჟორული გარემოების შედეგად.
- 6.2. ფორს-მაჟორული გარემოებების დადგომის შემთხვევაში, შესაბამისი “მხარე” ვალდებულია, დაუყოვნებლივ წერილობით შეატყობინოს მეორე “მხარეს” ამის შესახებ და მიმართოს მისთვის ხელმისაწვდომ ყველა ზომას ასეთი გარემოებით გამოწვეული შედეგების თავიდან ასაცილებლად ან მაქსიმალურად შესამცირებლად.
- 6.3. იმ ვალდებულების შესრულება, რომელზეც პირდაპირი გავლენა იქონია ფორს-მაჟორული გარემოებების დადგომამ, შეჩერდება და/ან გადავადდება ფორს-მაჟორული გარემოებების დასრულებამდე.

Article 7

Dispute and Governing Law

- 7.1 This Agreement shall be governed by and construed in accordance with Georgian law.
- 7.2 All disputes between the Parties arising out of or relating to this Agreement, which cannot be settled amicably through negotiations between the Parties, shall be referred to and finally resolved by the courts of general jurisdiction of Georgia in accordance with Georgian law.

მუხლი 7

დავები და მარეგულირებელი კანონმდებლობა

- 7.1. წინამდებარე “ხელშეკრულება” რეგულირდება და განიმარტება საქართველოს კანონმდებლობის შესაბამისად.
- 7.2. “მხარეთა” შორის არსებული ყველა დავა, რომელიც გამომდინარეობს ან უკავშირდება წინამდებარე “ხელშეკრულებას”, რომელიც ვერ მოგვარდება “მხარეთა” შორის მოლაპარაკების გზით, განსახილველად გადაეცემა და საბოლოოდ გადაწყდება საქართველოს საერთო სასამართლოების მიერ საქართველოს კანონმდებლობის შესაბამისად.

Article 8

Notices

- 8.1 All notifications and communications between the Parties in relation to this Agreement shall be made in writing in Georgian or English language and shall be transmitted personally, through

მუხლი 8

შეტყობინებები

- 8.1. წინამდებარე “ხელშეკრულებასთან” დაკავშირებული ყველა შეტყობინება თუ სხვა კომუნიკაცია “მხარეებს” შორის უნდა შესრულდეს წერილობით ქართულ ან ინგლისურ ენაზე და გადაეცემულ უნდა იქნეს პირადად, დაზღვეული ფოსტის ან კურიერის

registered mail or by courier, to the following addresses of the Parties:

Details of PFP:

FAO Natalia Tsagareli, Director, PFP
Zaal Kikdze 12, Tbilisi, Georgia
E-mail. n.tsgagareli@yahoo.com

Details of the Contractor:

FAO
E-mail:

მეშვეობით, ქვემოთ მითითებულ მისამართებზე:

PFP-ის მონაცემები:

ნატალია ცაგარელი, ორგანიზაციის დირექტორი, PFP
ზაალ ქიქოძის 12, თბილისი
თბილისი, საქართველო
ელ. ფოსტა: E-mail. n.tsgagareli@yahoo.com

„კონტრაქტორის“ მონაცემები:

მიმღები:
ელ.ფოსტა:

Notifications will be considered received by the addressee Party: on the day of delivery – for notifications delivered personally or by courier, or on the date of signing respective delivery receipt by the addressee Party – for registered mail transmissions.

8.2. შეტყობინებები მიღებულად ჩაითვლება ადრესატი “მხარის” მიერ: შეტყობინების ჩაბარების დღეს, თუ მისი გადაცემა მოხდა პირადად ან კურიერის მეშვეობით, ხოლო დაზღვეული ფოსტით შეტყობინების გაგზავნის შემთხვევაში – მიღების ქვითარზე ადრესატი “მხარის” მიერ ხელის მოწერისას.

Article 9

Miscellaneous

- 9.1 Any amendments or supplements to the Agreement can be made only in written form upon signing by both Parties and shall be considered as an integral part of the Agreement.
- 9.2 This Agreement has 2 Annexes and they represent integral part of the Agreement.
- 9.3 This Agreement is executed in the Georgian and English languages in 2 (two) originals.

IN WITNESS WHEREOF, the Parties hereto have signed the Agreement on the date first above written.

Prevention for Progress
პრევენცია პროგრესისთვის

მუხლი 9

სხვადასხვა

- 9.1. ნებისმიერი დამატება ან ცვლილება “ხელშეკრულებაში” გაფორმდება წერილობით და ხელი მოეწერება ორივე “მხარის” მიერ და ჩაითვლება “ხელშეკრულების” განუყოფელ ნაწილად.
- 9.2. წინამდებარე “ხელშეკრულებას” აქვს 2 დანართი, რომლებიც წარმოადგენს მის განუყოფელ ნაწილს.
- 9.3. წინამდებარე “ხელშეკრულება” შედგენილია ქართულ და ინგლისურ ენებზე და ხელმოწერილია 2 (ორ) დედად.

ამის დასტურად, „მხარეები“ ზემოაღნიშნულ თარიღზე ხელს აწერენ „ხელშეკრულებას“.

Natalia Tsagareli/ნატალია ცაგარელი
Director/ დირექტორი

Date/თარიღი

The Contractor/კონტრაქტორი

Annex 11 Act of Receipt and Delivery

Act of Receipt and Delivery/მიღება-ჩაბარების აქტი

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This Act of Receipt and Delivery is made to confirm that **Prevention for Progress (PFP)** (*a non-entrepreneurial (non-commercial) legal entity, incorporated and existing according to Georgian law, located at 12 Zaal Kikodze Street, Tbilisi, Georgia, identification code: 404463031*), as represented by its Director – Natalia Tsagareli, has accepted, and **Name**---, str., Tbilisi, Georgia, Personal # has delivered the Services to PFP on the period of -----, per the Service Agreement ----- dated --- and the Parties do not have any claims against each other. The Service Fee for the mentioned period constitutes **0000GEL**.

წინამდებარე მიღება-ჩაბარების აქტის გაფორმებით დასტურდება, რომ 2020 წლის 00 აპრილის „მომსახურების ხელშეკრულება“ N - 2020 -ის საფუძველზე **პრევენცია პროგრესისთვის (PFP)** (*საქართველოს კანონმდებლობის შესაბამისად დაფუძნებული და მოქმედი არასამეწარმეო (არაკომერციული) იურიდიული პირი, მდებარე მისამართზე: ზაალ ქიქოძის 12, თბილისი, საქართველო, საიდენტიფიკაციო კოდი: 404463031*), წარმოდგენილი მისი დირექტორის ბ-ნი ნატალია ცაგარელის სახით, მიიღო და **სახელი**---საქართველოს მოქალაქე, დაბადებული მცხოვრები მისამართზე: თბილისი, დიღომი, პირადი გაუწია პრევენცია პროგრესისთვის (PFP) შემდეგი პერიოდისთვის: 2020 -----და „მხარეებს“ ერთმანეთის მიმართ პრეტენზიები არ გააჩნიათ. აღნიშნული პერიოდისათვის „მომსახურების საფასურის“ ოდენობა შეადგენს **000** ლარს .

Prevention for Progress

პრევენცია პროგრესისთვის

Natalia Tsagareli/ნატალია ცაგარელი
Director/დირექტორი

Date/თარიღი

Contractor/დასაქმებული:

Date/თარიღი