

Terms of Reference for Legal Services For Refugees and Asylum Seekers

Background information

UNHCR established its presence in Azerbaijan in December 1992 for contributing to emergency and relief assistance programs for thousands of forcibly displaced and stateless people. One of the UNHCR's activities in light of its international mandate is protecting and identifying durable solutions to the plight of asylum seekers and refugees in Azerbaijan. Azerbaijan signed cooperation agreement with the UNHCR in 1996 and acceded to the 1951 Convention Relating to the Status of Refugees and its 1967 Protocol. The 2024-2026 UNHCR Multi-Year Strategy for Azerbaijan focuses on further enhancing the implementation of international legal instruments, improvement of the national legislative framework and Government policies. From this perspective, in 2024, UNHCR will continue to provide legal assistance to refugees, asylum seekers and those with refugee-like status pertaining to their access to rights and services in Azerbaijan, including supporting their local integration.

Refugees and asylum seekers in Azerbaijan

1.992 refugees, asylum seekers and those with refugee-like status were enrolled with UNHCR at the end of November 2023. The Refugee Status Determination Department within the State Migration Service of the Republic of Azerbaijan is responsible for reviewing asylum applications and making decisions on granting refugee status in Azerbaijan in accordance with the national and international documents. However, only 2.7 % of refugees in Azerbaijan have been recognized by the government (others are under UNHCR mandate) by the end of 2023. Asylum seekers and refugees continue to approach UNHCR with requests for legal assistance related to specific issues, such as access to asylum procedure, migration legislation, obtaining residence permits, naturalization, registration of marriage, as well as general issues pertaining to their rights and access to services in Azerbaijan. By the end of October 2023, **71** refugees, asylum-seekers and those with refugee-like status received legal assistance regarding their access to civil rights of which 21 was positively resolved, while **355** persons benefitted from legal counselling services through UNHCR-contracted lawyers.

Duration of contract:

The duration of the contract is 10 months (1 March – 31 December 2024). The contract renewal is possible upon receiving positive Vendor Performance Evaluation.

Scope of Work and General Conditions:

***Project Objective:* Access to legal assistance and legal remedies improved**

Representation:

- The Contractor will have the capacity to represent individuals in courts, diplomatic representations of foreign countries or before law-enforcement bodies at all stages of the legal proceedings. No additional payments for BAR member fees, such as lawyer's order will be made by UNHCR.

Case Management:

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- The Contractor will manage legal cases with professionalism and with client-oriented, rights-based approach throughout the whole duration of the assistance and beyond by respecting confidentiality principle and taking care about data protection rights of the beneficiaries.
- The Contractor will record all activities, actions, correspondence, documents, and outcomes of each intervention in an online database or information management system, as well as physical files.
- Upon completion of the project, the Contractor will hand over all collected information, including the compiled database and physical files to UNHCR Office in Azerbaijan together with handover note agreed and signed by both parties.

Reporting:

- The Contractor will share with UNHCR regular updates on all performed interventions related to legal assistance and counselling;
- The Contractor will share with UNHCR **monthly financial and activity indicator report** (*Annex G – template of monthly report*) accompanied by invoice and case by case supporting documents submitted **no later than 10th** of each following month;
- Monthly financial report reflects actual monthly expenses against itemized approved budget in AZN, as well as variances in expenditure against budget/disbursed funds, while Indicator and activity part reflects list of monthly indicators, activities, etc. as per project scope;
- The reports should also include current trends and legal actions concerning refugees and asylum-seekers, as well as challenges and opportunities where UNHCR's engagement with relevant authorities is desirable.

Monitoring:

- As per the provisions 3.4 and 6.1 of the Contract AZE/22/023, the Contractor will cooperate with UNHCR regarding the monitoring of its services at all reasonable places and times.

Language: All correspondence, including the above-mentioned reports between the parties will be in English language.

Legal counselling and assistance

The Contractor will provide the below mentioned services under the Legal Assistance Program. The proposal should include the description and detailed budget for the requested services:

I. Legal counselling and advice

The Contractor will provide legal counseling to refugees and asylum-seekers at the premises defined by UNHCR, with the majority of time to be provided at the Refugee Reception Center (RRC). Counselling sessions will take place three days in a week (*Monday, Tuesday, and Wednesday*) from 10:00 to 13:00 hrs. If the assigned lawyers cannot come to the venue on defined dates with justified reasons, they can change the counselling day upon prior

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agreement with UNHCR Focal Point. The lawyers conducting legal counselling should sign an attendance form available at the RRC.

The Contractor will provide legal advice to refugees and asylum seekers at all stages of the legal assistance by explaining to them their rights and duties in the country. The Contractor will provide legal advice and guidance on a wide range of protection and durable solution issues relating to the refugees and asylum seekers. Interpretation during the counselling will be provided by UNHCR if needed.

The Contractor will share counselling list on the conducted counselling sessions and UNHCR Focal Point will conduct random monitoring to check the quality of the counselling provided.

Cases with specific vulnerabilities (*survivors of SGBV, persons with mental disorders, vulnerable elderly, and cases of unaccompanied or separated children, trafficking, or labor exploitation cases*) shall be brought to the UNHCR's Focal Point immediately.

Payment modality: Payment will be monthly based on agreed Budget Offer Form (Annex F) and upon submission of Monthly Financial and Indicator report together with Counselling list.

II. Legal assistance

The Contractor will provide quality legal assistance to refugees and asylum seekers with non-asylum cases before the relevant government bodies, courts and other entities to assist them in exercising their rights, including, but not limited to:

- Right to seek asylum (access to the territory and government asylum procedure; protection from refoulement, obtaining refugee status)
- Access to economic rights (employment; protecting from labour right violations)
- Access to social protection services (receiving social allowances such as disability payment, pension, alimony, etc.)
- Access to civil rights (obtaining birth registration and certificates; assistance in marriage registration/dissolution; guardianship)
- Legal documentation (assistance with obtaining/extension of temporary or permanent residence permit; application for naturalization)
- Access to healthcare services (disability identification process)
- Access to education and child protection services (school admission; access to tertiary education; placement in child-care facilities)

Where UNHCR deems necessary, the Contractor may provide refugees and asylum seekers with necessary assistance and legal representation before law enforcement bodies and courts in cases involving criminal incidents (mainly on Sexual Gender Based Violence (SGBV) or Child Protection (CP) related issues).

To ensure preparation of the quality submissions, UNHCR may share with the contractor advice, guidelines, and country of origin information pertinent to the assigned case. Prior to the submission, the draft applications shall be shared with UNHCR for review not later than one week before the due date for submission.

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Payment modality:

Payment will be processed monthly based on the agreed Budget Offer Form (Annex F). Only the following instances of legal interventions will be covered within the project:

- Pre-court interventions
- 1st instance court interventions
- Appeal instance court interventions
- Supreme instance court interventions
- Pre-court interventions on criminal cases (mainly on SGBV or CP related issues)
- 1st instance court interventions for criminal cases (mainly on SGBV or CP related issues)
- Appeal instance court interventions for criminal cases (mainly on SGBV or CP related issues)
- Supreme instance court interventions for criminal cases (mainly on SGBV or CP related issues)

Payment is made upon submission of Monthly Financial and Indicator report together with supporting documents. The following conditions will be considered while ensuring payments for legal interventions:

1. **For pre-court interventions:** 50% of the service fee is paid upon the initiation of legal actions on the case, such as submission of application for a registration of marriage, obtaining birth certificates, application for naturalization, etc; the remaining 50% will be paid upon the completion of the legal assistance for a case at the particular instance.
 - 1.1 The vendor may apply to various government entities (e.g., *ASAN Service, State Taxes Service, Banks etc.*) on the same topic (e.g., obtaining birth certificate etc.), however, pre-court intervention fee will be paid only once, per case.
 - 1.2 If a negative answer is received from relevant entity under the pre-court intervention and the case needs to go to a court, 50% of the service fee for pre-court intervention is paid and another 50% is paid upon completion of the court interventions and implementation of the court judgement.
 - 1.3 The lawyers will follow-up with and if needed, accompany service beneficiaries for the enforcement of court decisions and submit the supporting documents (e.g., marriage certificates, birth certificates, IDs, disability payments etc.) to close the status of legal assistance cases. No additional payment is made for such legal intervention.
 - 1.4 For the pre-court intervention on criminal cases, 50% of the service fee is paid upon the launch of criminal investigation and the remaining 50% is paid upon receiving accusation act or decision on the termination of a criminal case.
 - 1.5 In cases, when implementation of court decisions takes a long time or is delayed due to reasons beyond the control of the vendor, the second half of the payment will be ensured upon mutual agreement. However, the case is kept open until the lawyer submits the supporting document on the implementation of the court decision which can be considered as a completion of legal assistance. No additional payment is made for such legal intervention.

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- 1.6 If the legal interventions on a particular issue are simultaneously made for many identical cases at the same time (e.g., application to the government authority on violation of labour rights of a group of persons where there is the same alleged perpetrator for example and the circumstances of their cases are also the same or when there is a group of people with the same claims possible to process simultaneously or in one application and not requiring an individual handling), the payment is made for one case only. However, the amount will be 20% higher than fixed amount for pre-court intervention. The same rule also applies to court interventions. The final decision on how to qualify such cases remains with UNHCR.
2. **For court interventions:** Payments for each court instance are paid separately in 50/50 format (50% of the payment is paid when application is lodged to a court and 50% after the submission of a court judgement).
 - 2.1 No additional payments for taxes, BAR membership or any other fees will be made by UNHCR.
 - 2.2 If the legal assistance is cancelled due to reasons which are beyond the control of vendor, 20% of the remaining amount is paid to the vendor.
3. **For additional expenses:** All additional expenses must be in line with the requirements of national legislation. For all bank transfers, copies of contracts, handover acts (e.g., *e-qaima*) and bank statement of payment shall be submitted. For all cash payments, copies of legal itemized receipts shall be submitted.
4. Upon reviewing the submitted invoices and the supporting documents UNHCR reserves the right to pay only the undisputed portion of the invoice. All items of the invoices for which the supporting documents are not complete will be considered as disputed.
5. UNHCR will inform the vendor on the reasons why certain items/portion of the invoice is considered disputed and once the vendor supports proper and complete supporting document the “cleared” portion of the invoice will be processed with next month’s payment.

Final provisions

- I. The lawyers of the Contractor are encouraged to take recommended courses and trainings which will be provided by UNHCR free of charge to further strengthen their knowledge and capacities on recent trends and amendments in international and national humanitarian and refugee law.
- II. Amendments can be made to this ToR based on mutual agreement between the Parties and in accordance with Contract No **AZE/XX/XXX**.

Additional Expenditures for Legal Services

As per the paragraph **3.2 of the Contract**, the Contractor undertakes to provide, at its own expense, all personnel, tools, transportation, and other facilities required for the performance and completion of the services which will be provided at its Office located at **XXX**. However, UNHCR recognizes that there may be situations when additional

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expenses have to be borne and upon mutual agreement some additional expenses which fall under the scope of the project can be covered by UNHCR Office in Azerbaijan by meeting the identified criteria and not exceeding the agreed budget. In case the expenses go beyond the below-mentioned thresholds, it has to be agreed by exchange of emails, and the final decision stays with UNHCR:

List of expenses	Unit Cost (including VAT)
Notary and legal (state duty) expenses:	Up to 400 AZN (per case)
Translation expenditures (prior to be agreed with UNHCR):	a) Up to 30 AZN (per page); b) Up to 200 AZN (per day)
Consular services:	Up to 400 AZN (per case)
Post expenditures:	Up to 125 AZN (per case)
Transport expenditures (only for other regions)	<ul style="list-style-type: none">• Outskirts of Baku up to 50 AZN• Regions up to 160 AZN
Accommodation fee (for regions):	Up to 80 AZN (per night)
Per diem (for regions):	60 AZN (per day)