



British
High Commission
Georgetown

CONTRACT

The Secretary for State for Foreign and Commonwealth Affairs as represented by Simon Bond, Acting British High Commissioner to Guyana (the Contracting Authority) of the one part,

and

the Help & Shelter of Guyana as represented by Josephine Whitehead, Director Secretary of the Help & Shelter of Guyana (the Implementer) of the other part,

Have agreed as follows:

SPECIAL CONDITIONS

1. Article 1 – Subject

- 1.1. The subject of this contract is a grant for the implementation of the project to provide counselling services support and the reproduction and distribution of public awareness material through funding the specific activities:
 - 1.1.a. conduct face-to-face counselling sessions with survivors/victims of violence;
 - 1.1.b. conduct hotline counselling for survivors/victims of violence and make appropriate referrals for face-to-face counselling and/or other services as necessary;
 - 1.1.c. deliver comprehensive court support services for survivors/victims of violence;
 - 1.1.d. produce and distribute public awareness leaflets.

The objectives and activities of the project are set out in the Project summary attached at Annex A.

- 1.2. The Implementer will be awarded the grant on the terms and conditions set out in this Contract and its Annexes (which form an integral part of the contract), and which the Implementer hereby declares it has taken note of and accepts.
- 1.3. The Implementer accepts the grant and undertakes to carry out the project under its own responsibility and to the best of its ability and in accordance with Annex A.

2. Article 2 – Duration of execution

- 2.1 Implementation of the project will begin on the day following that on which the last of the two parties signs this contract.
- 2.2 The project's duration is from January – March 2011. Any amendments to this period must be agreed by both parties in writing.

3. Article 3. - Financing the Operation

- 3.1 The total amount of the cost of the project eligible for financing will be determined by the Help & Shelter of Guyana.
- 3.2 Subject to Article 7 below, the Contracting Authority will provide up to a maximum of GY\$1,560,000 towards the total costs of the operation described in Annex A, of which GY\$1,560,000 will be paid in 2010/2011.
- 3.3 The total amount of the grant is GY\$1,560,000

4. Article 4. - Other financing issues

4. 1 Payment will be made in Guyana Dollars at an exchange rate of 1£ = GY\$312 and will be made payable to Help & Shelter (Beneficiary)
4. 2 Procurement using grant funds must comply with the good practice of the Contracting Authority.
4. 3 Any non-consumable items or equipment purchased under the grant with an initial value of more than £1000 and a useful life of more than one year will (in the absence of specific agreement in writing by the Contracting Authority to the contrary) remain the property of the Contracting Authority and must not be disposed of except as the Contracting Authority directs. The Implementer will maintain an inventory and notify the Contracting Authority of purchases. Entries must include the following:
 - description
 - specific identification (e.g. serial number)
 - date of purchase
 - original value (including VAT if paid)
 - location and/or use
 - person responsible for it

5. Article 5 – Reports

5. 1 At the end of the contracting period the Implementer will provide a comprehensive report that will incorporate at least the following:
 - Number of survivors/victims counselled
 - Number of survivors/victims assisted through court process
 - Copy of public awareness leaflets produced and distributed

6. Article 6 – Monitoring and Evaluation

6. 1 The Authority will monitor the progress of the project throughout and reserves the rights to request written briefings on the progress.

7. Article 7 - Amendment of the Contract

7. 1 This contract may be amended only by written agreement of the parties

8. Article 8 – Termination of the Contract

8. 1 The Authority may terminate this contract, upon one month's written notice to the Implementer, inter alia in the following circumstances:
 - For failure to implement the project according to this contract.
 - For material breach by the Implementer of any of the terms of this contract
 - By reason of force majeure
 - If any changes occur which, in the opinion of the Authority, impair significantly the value of the contribution of the project towards the programme objective
 - If the funding available to the Authority should become, in its sole opinion, insufficient for it to continue to finance the project after the current financial year
8. 2 The Implementer may terminate this Contract, upon one month's written notice to the Authority.
8. 3 Upon termination of the contract the Implementer shall provide financial and narrative reports (including invoices and receipts) covering the period of operation of the contract.
8. 4 Upon termination of the contract the Authority retains the right to recover any funds given to the Implementer for the purposes of the project which cannot be accounted for.
8. 5 Until the date on which termination takes effect, the Implementer will continue to implement the project to the best of its ability, unless the Authority requires otherwise.

9. Article 9 – Acknowledgement of Funding

9. 1 Unless there are exceptional reasons for funding not to be acknowledged, the Implementer undertakes to acknowledge where practicable the contribution of the UK

on materials produced in the course of the project (including information available in electronic format) and at all public events.

10. Article 10 - Liability

- 10.1 The Implementer undertakes to provide adequate supervision of and care for its staff, agents and visitors, and accepts that in no circumstances will the Authority be responsible for the acts or omissions of the Implementer's staff, agents or visitors or for any loss or liability arising as a result of the project, which remains the entire responsibility of the Implementer.

11. Article 11 - Applicable Law

- 11.1 The law of England and Wales shall be applicable to this contract. A competent Court within England or Wales shall determine all disputes arising out of this contract.

12. Article 12- Ownership of Intellectual Property

- 12.1 Any creative work developed by the Implementer under this Contract, including without limitation any data, datasets, research, knowledge and all written, graphic, audio, visual and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, shall remain the intellectual property of the Implementer,

Signed



Simon Bond
Acting High Commissioner
(Contracting Authority)

Signed



Josephine Whitehead
Director Secretary of Help & Shelter
(Implementer)

Dated 25/1/11

Dated 25/1/11

Annex A

The Project Summary and Budget