



Agreement Number: BAR/PCA/14UNWOMEN/03

PROJECT COOPERATION AGREEMENT
between
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN
and
HELP & SHELTER

Whereas the United Nations Entity for Gender Equality and the Empowerment of Women ("UN WOMEN") and **Help & Shelter of Homestretch Avenue, Georgetown, Guyana** ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UN WOMEN has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UN WOMEN Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UN WOMEN requirements for management; is apolitical and not profit-making;

Whereas the NGO and UN WOMEN agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and UN WOMEN have entered into the present Agreement.

Article I. Definitions

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UN WOMEN;
- (b) "UN WOMEN" shall mean the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- "The NGO" shall mean Help & Shelter, a non-governmental organization that was established in and incorporated under the laws of Guyana, with the purpose of facilitating assistance to abused women and their children. Help & Shelter was formed as a response to the high incidence of violence, alcoholism, poverty, family instability and the lack of support for victims wishing to leave abusive situations and /or in need of counseling. It serves as place of safety for victims of domestic violence and as a temporary home for female and under-14 male victims of trafficking in persons. Help & Shelter will be providing support to build the capacity of communities to move beyond, prevent and respond to violence against women and girls.
- (c) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex), which incorporates the Project Objectives and Activities, Project Work Plan, Project Inputs being provided by UN WOMEN resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;
- (d) "Project" shall mean the activities as described in the Project Document;
- (e) "Government" shall mean the Government of Guyana;
- (f) "UN WOMEN Representative" shall mean the UN WOMEN official in charge of the UN WOMEN office/programme in the country, or the person acting on his/her behalf;
- (g) "Project Director" shall mean the person appointed by the NGO, in consultation with UN WOMEN who acts as the overall Coordinator of the Project and assumes the primary responsibility for all aspects of it;
- (h) "Expenses" shall mean the sum of disbursements made and accruals for goods and services received;
- (i) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;
- (j) "Resources" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UN WOMEN or from revenues generated from Project outputs;
- (k) "Force majeure" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (l) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

Article II. Objective and Scope of the Present Agreement

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex of the present Agreement).
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

Article III. Duration of Project Agreement

1. The term of the present Agreement shall commence on **07 July 2014** and terminate on **30 September 2015**. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new expiration date. Upon agreement on a revised expiration date, the Parties shall conclude an amendment to this effect, in accordance with Article IXX, below.

Article IV. General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UN WOMEN policies and procedures as set out in the UN WOMEN Programme and Operations Reference Manual, as appropriate, which forms an integral part of the present Agreement.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the NGO, in consultation with UN WOMEN and with the approval of the government coordinating authority.
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The Parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
5. The NGO may use the name and emblem of the United Nations or UN WOMEN only in direct connection with the Project, and subject to prior written consent of UN WOMEN.
6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UN WOMEN on operational matters during the implementation of the Project. *[The UN WOMEN Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government].*
7. UN WOMEN will facilitate access to information, advisory services, technical and professional support available to UN WOMEN and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.
8. The Parties shall cooperate in any public relations or publicity exercises, when UN WOMEN deems these appropriate or useful.

Article V. Personnel Requirements

1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. The NGO personnel shall not be considered in any respect as being the employees or agents of UN WOMEN. The NGO shall ensure that all relevant national labor laws are observed.

3. UN WOMEN does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO or its Personnel as a result of their work pertaining to the Project. It is understood that adequate medical and life insurance for NGO Personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.

4. The NGO shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

Article VI. Terms and Obligations of Personnel

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the Personnel performing Project-related activities under the present Agreement comply with these obligations:

(a) The Personnel shall be under the direct charge of the NGO, which functions under the general guidance of UN WOMEN;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government other than the Government of Guyana or other authority external to UN WOMEN;

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UN WOMEN;

(d) Information that is considered confidential shall not be used without the authorisation of UN WOMEN. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UN WOMEN clearance is required for the use of the name UN WOMEN in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

Article VII. Supplies, Vehicles and Procurement

1. UN WOMEN shall contribute to the Project the resources indicated in the Budget section of the Project Document.

2. Equipment, non-expendable materials, or other property furnished or financed by UN WOMEN shall remain the property of UN WOMEN and shall be returned to UN WOMEN upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, and in consultation with the government coordinating authority. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UN WOMEN.

4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UN WOMEN with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

5. In its procedures for procurement of goods, services or other requirements with funds made available by UN WOMEN as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts,

it will safeguard the principles of highest quality, economy and efficiency, and that the placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UN WOMEN.

6. UN WOMEN shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UN WOMEN funds and shall take periodic physical inventories. The NGO shall provide UN WOMEN annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UN WOMEN may request.

Article VIII. Financial and Operational Arrangements

1. In accordance with the Project Budget, UN WOMEN has allocated and will make available to the NGO funds up to the maximum amount of **GUY\$6,165,000.00 dollars**. The first installment will be advanced to the NGO within **ten working days** following signature of the present Agreement and signed FACE form.

- 1st instalment – GUY\$1,849,500 upon signature of agreement
- 2nd instalment – GUY\$1,849,500 upon receipt of 1st quarterly narrative and financial reports and provided that 80% of the first instalment has been expended according to agreed project activities. A Transaction Listing is to be included with the financial submission
- 3rd instalment – GUY\$1,849,500 upon receipt of 2nd quarterly narrative and financial reports and provided that 80% of the second instalment has been expended according to agreed project activities. A Transaction Listing is to be included with the financial submission.
- Final instalment GUY\$616,500 upon receipt of the 3rd quarterly narrative and financial reports and provided that 80% of the remaining balance has been expended. A Transaction Listing is to be included with the financial submission.

NB: Final narrative and financial reports and accompanying information are to be submitted according to Article X. Reporting Requirements

2. The NGO agrees to utilise the funds and any supplies and equipment provided by UN WOMEN in strict accordance with the Project Document. The NGO shall be authorised to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UN WOMEN is not exceeded. The NGO shall notify UN WOMEN about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one- line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UN WOMEN.

3. Unless otherwise agreed, disbursements will be made in the local currency of operation using the UN Rate of Exchange on the date of the transfer of funds.

4. Any resources arising from the management of the Project shall be promptly disclosed to UN WOMEN. The resources shall be reflected in a revised Project Budget and Work Plan and recorded as accrued resources to UN WOMEN unless otherwise agreed between the Parties.

5. The NGO further agrees to return within two weeks any unused supplies made available by UN WOMEN at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.

6. UN WOMEN shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UN WOMEN has explicitly agreed in writing to do so prior to the expense by the NGO.

Article IX. Maintenance of Records

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenses incurred with the funds made available by UN WOMEN to ensure that all expenses are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.
2. Upon completion of the Project/or Termination of the Agreement, the NGO shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

Article X. Reporting Requirements

1. The NGO shall provide UN WOMEN with final narrative report on the progress, activities, achievements and results of the Project, as agreed between the Parties.
2. Financial reporting will be on a quarterly basis using the standard UN Women reporting format:
 - (a) The NGO prepares a financial report, using UN Women FACE form, and submits it to UN WOMEN no later than 20 days after the end of each quarter, in English.
 - (b) The purpose of the financial report is to list the disbursements incurred on the Project by budgetary component and to reconcile outstanding advances and foreign exchange loss or gain during the quarter.
 - (c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN WOMEN, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the NGO and not commitments. However, the NGO shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;
 - (d) The financial report contains information that forms the basis of UN Women's financial review and its timely submission is mandatory. Unless the Financial Report is received, the UN WOMEN Representative will not act upon requests for advances of funds from UN WOMEN;
 - (e) Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.
3. Within two months of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UN WOMEN funds, as well as an inventory of supplies and equipment.

Article XI. Audit Requirements

1. The NGO shall submit to the UN WOMEN Representative in Barbados a certified annual financial statement on the status of funds advanced by UN WOMEN. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual plan prepared by UN Women Headquarters (Management and Administration Division (DMA)) in consultation with the Parties to the Project. The audit shall be carried out by a Global Audit Firm designated by UN Women Headquarters or with an exceptionally DMA approved request, by a local audit firm. The designated auditors will produce an audit report with an audit opinion on the project financial reports. The cost of the audit shall be for the account of the project and shall be included in the preparation of the Project Budget and Work Plan.
2. Notwithstanding the above, UN WOMEN shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.
3. Each payment made by UN WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN WOMEN or the authorized agents of UN WOMEN at any time during the term of the Agreement and for

a period of three (3) years following the expiration or prior termination of the Agreement. UN WOMEN shall be entitled to a refund from the NGO for any amounts shown by such audits to have been paid by UN WOMEN other than in accordance with the terms and conditions of the Agreement. Should the audit determine that any funds paid by UN WOMEN have not been used in accordance with the Agreement, the NGO shall reimburse such funds forthwith. Where the NGO fails to reimburse such funds, UN WOMEN reserves the right to seek recovery and/or to take any other action as it deems necessary.

4. The NGO acknowledges and agrees that, at any time, UN WOMEN may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the NGO generally. The right of UN WOMEN to conduct an investigation and the NGO's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The NGO shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available its personnel and any documentation for such purposes and to grant to UN WOMEN access to the NGO's premises. The NGO shall require its agents, including, but not limited to, the NGO's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN WOMEN hereunder.

Article XII. Responsibility for Claims

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UN WOMEN, its officials and persons performing services for UN WOMEN, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.

2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

Article XIII. Suspension and Early Termination

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UN WOMEN may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.

2. UN WOMEN shall consult with the NGO if any circumstances arise that, in the judgment of UN WOMEN, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UN WOMEN of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

3. UN WOMEN may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UN WOMEN may indicate to the NGO the conditions under which it is prepared to authorise management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 14 days after UN WOMEN has given notice of suspension to the NGO, UN WOMEN may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UN WOMEN.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UN WOMEN with written notice of its intention to terminate the present Agreement at

least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

6. The NGO may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the NGO and UN WOMEN, with a view to eliminating the impediment, and shall give due consideration to proposals made by UN WOMEN in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenses. The NGO shall undertake no forward commitments and shall return to UN WOMEN, within 30 days, all unspent funds, supplies and other property provided by UN WOMEN unless UN WOMEN has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UN WOMEN shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UN WOMEN in respect of the Project, shall not exceed the total UN WOMEN allocation for the Project.

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UN WOMEN and the other institution in the orderly transfer of such responsibilities.

Article XIV. Force Majeure

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UN WOMEN, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

Article XV. Arbitration

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article XVI. Anti-terrorism

The NGO agrees to undertake all reasonable efforts to ensure that none of the UN WOMEN funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UN WOMEN hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Agreement.

Article XVII. Security

1. The responsibility for the safety and security of the NGO and its personnel and property, and of UN WOMEN's property in the NGO's custody, rests with the NGO.
2. The NGO shall:
 - (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
 - (b) assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.
3. UN WOMEN reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain solely responsible for the security of its personnel and for UN WOMEN's property in its custody as set forth above.

Article XVIII. Privileges and Immunities

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN WOMEN.

Article XIX. Amendments

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written [in the English and [insert] languages, both equally authentic, in two originals. In case of a conflict between the two originals, the English language text shall prevail.] (If signing in language other than English, include this wording. If signing only in English, delete).

For the NGO:

Signature: _____

Name: Josephine Whitehead

Title: Director/Secretary

Place: Guyana

Date: 07 July 2014

For UN WOMEN:

Signature:  _____

Name: Lisa Rodriguez

Title: Officer-In-Charge

Place: Barbados

Date: 07 July 2014