



**GRANT AGREEMENT
BETWEEN THE
UNITED NATIONS DEVELOPMENT FUND FOR WOMEN (UNIFEM)
AND HELP & SHELTER
FOR THE PROVISION OF GRANT FUNDS**

Grant Agreement (hereinafter referred to as the “Agreement”) made between **Help & Shelter** (hereinafter referred to as the “GRANTEE”), and the **United Nations Development Fund for Woman**.

WHEREAS **UNIFEM** desires to provide funding to the **GRANTEE** in the context of a Programme and on the terms and conditions hereinafter set forth, and

WHEREAS the **GRANTEE** is ready and willing to accept such funds from **UNIFEM** for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

1. Responsibilities of the GRANTEE

1.1 The **GRANTEE** agrees to: 1) Undertake the activities described in its Proposal and **Budget** included as an annex to this agreement, **and as described in any amendments agreed upon by both parties during implementation**; 2) Provide progress and financial reports to **UNIFEM Regional Programme Director (RPD)** in charge of the project/grant for **UNIFEM**, as indicated in the Grant Proposal and Work Plan; and 3) Provide the **RPD** Annual Audited Statements [Income Statement and Balance Sheets].

1.2 Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its Proposal [Annex A].

1.3 The **GRANTEE** agrees to achieve the results/outputs contained in its Proposal and Workplan. If the **GRANTEE** fails to meet its responsibilities outlined in article 1.1, then this will be considered grounds for **UNIFEM** to suspend any further micro grant support. The suspension shall remain in effect until the **GRANTEE** has achieved the target.

1.4 The **GRANTEE** agrees to inform **UNIFEM** forthwith about any problems it may face in undertaking the activities as described in the Proposal and Workplan and in attaining the results/outputs agreed upon.

2. Duration

2.1 This Agreement will come into effect on **24 August 2007** and shall expire on **24 August 2008**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

3. Payments

3.1 **UNIFEM** shall provide funds to the **GRANTEE** in an amount up to **US\$19,932 [nineteen thousand nine hundred and thirty-two US dollars]** according to the schedule of the project budget set out in Annex B.

An initial payment in the amount of **US\$17,938.80**, upon signature of this Agreement.

A final payment in the amount of **US\$1,993.20**, upon receipt and acceptance of final financial and activity reports.

Payments are contingent upon receipt and acceptance by **UNIFEM** of financial and periodic progress reports (see 1.1 above and 4.3 below). Clear benchmarks on implementing activities and achieving results should be specified in each progress report, so that it is clear to all parties when the **GRANTEE** qualifies for the release of each tranche of funds.

3.2 All payments shall be mailed to the **GRANTEE**.

3.3 The amount of payment of such funds is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the **GRANTEE** in the performance of the activities under this Agreement.

4. Records, Information and Reports

4.1 The **GRANTEE** shall maintain clear, accurate and complete records in respect of the funds received under this Agreement.

4.2 The **GRANTEE** shall furnish, compile and make available at all times to the **UNIFEM** any records or information, oral or written, which **UNIFEM** may reasonably request in respect of the funds received by **UNIFEM** to the **GRANTEE**.

4.3 The **GRANTEE** shall provide **UNIFEM** with financial and progress reports as specified in the Proposal and Workplan, utilizing the reporting format provided by **UNIFEM** [typically, financial reports are submitted quarterly and progress reports are prepared every 6 months].

4.4 Within sixty days after completion of project activities, the **GRANTEE** shall provide **UNIFEM** with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the successes in the realization of the outputs set to be achieved, utilizing the reporting format provided by **UNIFEM**.

4.5 All further correspondence regarding the implementation of this Agreement should be addressed to:

For the **GRANTEE**

Ms. Margaret Kertzious
Coordinator
Help & Shelter
Homestretch Avenue
Durban Park, Georgetown
Guyana

For **UNIFEM**:

Ms. Roberta Clarke
Regional Programme Director
UNIFEM Caribbean Regional Office
UN House, Marine Gardens
Hastings, Christ Church
Barbados

5. Audit Requirements

5.1 The **GRANTEE** shall submit to **UNIFEM** a certified annual financial statement on the status of funds advanced by **UNIFEM**. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual audit plan prepared by UNDP Headquarters (Division of Audit and Performance Review) in consultation with the Parties to the Project. The audit shall be carried out by the auditors of the **GRANTEE** or by a qualified audit firm, which will produce an audit report and certify the financial statement.

5.2 Notwithstanding the above, **UNIFEM** 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 **GRANTEE**, as necessary.

6. General Provisions

6.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between **Help & Shelter** and **UNIFEM**, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

6.2 The **GRANTEE** shall carry out all activities described in its Proposal and Workplan with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the **GRANTEE** shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1 and in Annex A. and that **UNIFEM** shall not interfere in the exercise of such control. However, both the qualities of work and the progress being made toward successfully achieving the goals of such activities shall be subject to continuous review by the **UNIFEM RPD**. If at any time, the **RPD** is not satisfied with the quality of work or the progress being made toward achieving such goals, the **RPD** may (i) withhold payment of funds until in her/his opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the **GRANTEE** as described in paragraph 6.7 below; and/or seek any other remedy as may be necessary. The **RPD**'s determination as to the quality of work being performed and the progress being made toward such goals shall be final and shall be binding and conclusive upon the **GRANTEE** insofar as further payments are concerned.

6.3 The **UNIFEM** undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person that may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking activities under this Agreement. Such responsibilities shall be fully borne by the **GRANTEE**.

6.4 The rights and obligations of the **GRANTEE** are limited to the terms and conditions of this Agreement. Accordingly, the **GRANTEE** and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

6.5 The **GRANTEE** shall be solely liable for claims by third parties arising from the **GRANTEE's** acts or omissions in the course of performing this Agreement and under no circumstances shall **UNIFEM** be held liable for such claims by third parties.

6.6 Assets (Equipment) supplied by **UNIFEM** funds to the **GRANTEE** shall be the property of **UNIFEM** until the end of the project, at which time **UNIFEM** shall determine the best use of these assets. In cases where the **GRANTEE** has met its responsibilities under this agreement, and handover of the asset would contribute to the sustainability of activities, **UNIFEM** would normally handover these assets to the **GRANTEE**. The assets shall be used solely for the purpose indicated in the Proposal and Workplan throughout the period of this Agreement.

6.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the **GRANTEE** shall promptly return any unutilized funds to **UNIFEM** as per paragraph 6.2 and 6.6 above.

6.8 The **GRANTEE** acknowledges that **UNIFEM** and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular Agreement. Although programme related documents may indicate a total amount of funds that could be available to the **GRANTEE**, actual disbursements will be based upon the **GRANTEE** delivery of outputs. If any of the funds are returned to **UNIFEM** or if this Agreement is rescinded, the **GRANTEE** acknowledges that **UNIFEM** will have no further obligation to the **GRANTEE** as a result of such return or rescission.

6.9 No modification of or change to this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.

6.10 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

6.11 Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the **United Nations, UNDP or UNIFEM**.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the **GRANTEE** and **UNIFEM** respectively, signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

7. Security

7.1 The responsibility for the safety and security of the **GRANTEE** and its personnel and property, and of **UNIFEM's** property in the **GRANTEE's** custody, rests with the **GRANTEE**.

7.2. The GRANTEE 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 **GRANTEE's** security, and the full implementation of the security plan.

7.3 **UNIFEM** 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 **GRANTEE** shall remain solely responsible for the security of its personnel and for **UNIFEM's** property in its custody as set forth in paragraph 7.1 above.

8. Anti-terrorism

The **GRANTEE** agrees to undertake all reasonable efforts to ensure that none of the **UNIFEM** funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNIFEM 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 Contract.

On behalf UNIFEM

On behalf of the GRANTEE

Signature: _____

Signature: _____

Name: Sandra Edwards

Name: Margaret Kertzious

Title: Officer in Charge

Title: Coordinator

Date: 24 August 2007

Date: 24 August 2007

Annex A: Grant Proposal

Ending Domestic Violence in Guyana's Administrative Regions

I. EXECUTING AGENCY

Agency: Help & Shelter
Contact Person: Margaret Kertzious, Coordinator
Address: Homestretch Avenue, Durban Park, Georgetown, Guyana
Tel: 592-225-4731, 592-227-3454
Fax: 592-227-8353
Email: hands@networksgy.com

II. ORGANISATIONAL INFORMATION

Help & Shelter is a company limited by guarantee with charitable status. The mission of Help & Shelter is to contribute to bringing about a society where attitudes to the use of violence (sexual, physical or psychological) have been transformed.

Our goals are:

- To work to build respect for the rights of women, children, youth and for men to live free of violence and the threat of violence;
- To assist women, children, youth and men to develop alternative ways of handling power and resolving conflicts;
- To widen options for victims of domestic violence; and
- To establish a resource base to ensure the sustainability of Help & Shelter.

Help & Shelter is a non-governmental organization formed as a response to the high incidence of violence, alcoholism and poverty in Guyana, the increase in family instability and the lack of support for victims wishing to leave abusive situations and/or in need of counseling and crisis service.

Help & Shelter was registered as a non-for-profit company in November 1994 and the organization was formally launched on 26 November 1995 (International Day for the Elimination of Violence). The crisis Service became operational in January 1996 in the office kindly provided by the Georgetown Legal Aid Clinic. It relocated on 1 March 1997 to the bottom flat of a building in ministry of Labour Compound on Homestretch Avenue, Georgetown, provided courtesy of the Government. The Shelter for abused women and their children was built in 1999 with funding provided by the Basic Needs Trust Fund on land donated by the Government. First opened in November 2000, the Shelter had to be shut for 3 months in 2003 and from February 2004 to March 2006 due to the lack of funds. The re-opening on 7 March 2006 was made possible through an arrangement with the Government of Guyana for the Shelter to be used as both a place of safety for victims of domestic violence and as a temporary home for female and under-14 male victims of trafficking in persons. A board of directors elected annually by the members manages the affairs of help & Shelter

Help & Shelter has become a recognized leader in the fight against violence in Guyana, particularly in the areas of domestic, sexual and child abuse

Ongoing Major Activities

- (i) Public education, advocacy and networking with like-minded individuals and groups, including men, youth and children/children's advocates organizing against violence;
- (ii) Provision of counseling services, including a 24-hour crisis hotline;
- (iii) Running the shelter; for abused women;
- (iv) Lobbying for the strengthening of the relevant laws and implementation mechanisms where necessary; and
- (v) Fundraising.

Prior Work on the Issue Covered in the Proposal

Help & Shelter has considerable experience in working on the issue covered in the proposal, including;

- (1) A project aimed at intensifying efforts directed at the implementation of the Domestic Violence Act through financing from the Canadian International Development Agency (CIDA) through the Gender Equality fund (CIDA-GEF).
- (2) The training of counselors, police and magistrates with specific reference to advocacy for the Domestic Violence Act (DVA) supported by UNICEF and CIDA-GEF.
- (3) Public education/advocacy outreach project- supported by CIDA and which has resulted in increased awareness of family violence as a problem and the demand for the services offered at Help & Shelter
- (4) UNICEF Peace Education Pilot Project in 3 communities- Beterverwagting, Lodge and Covent Garden, from July 03 to August 29, 2004. As one of the coordinating agents Help & Shelter was responsible for targeting Frontline Workers (police officers, teachers, nurses, social and agricultural workers), the health clinics and the religious groups in the aforementioned communities.
- (5) Canada-Caribbean Gender Equality Project for the implementation of Help & Shelter's integrated programme for addressing domestic violence through advocacy, crisis counseling, court support, research, analysis and public education from November 01, 2004 to April 2006.
- (6) Training and Advocacy on HIV/AIDS and Domestic Violence Project funded by USAID/GHARP.

III. BACKGROUND & JUSTIFICATION

Domestic violence in all its forms is both a manifestation and evidence of systemic and structural gender discrimination. This violence is generally accepted as a way of life in the Guyanese society. With the increase in emigration, family support is also decreasing. When this is combined with the lack of affordable housing and financial independence, the ability to leave an abusive situation is restricted.

Although few statistics on the cost of domestic violence are available in Guyana international research has demonstrated that it has a high cost for the recipient and this in turn has a high social and economic costs for families, orphans and vulnerable children, communities and workplaces, ultimately costing the state. Efforts to eradicate this violence need to be reinforced by wider action to eliminate inequality between men and women to ensure equal participation in the developmental process within the family and society at large.

There is evidence that the level of domestic violence currently prevailing within the Guyanese society is unusually high. Media reports indicate that during the past 2 years 52 women were killed and scores of them seriously injured by their (former) partners. Our statistical reports have indicate that during 2006 554 clients accessed our services in relation to domestic violence issues. A heavy demand is made for the services of Help & Shelter, both direct daily physical contact with the Georgetown based office and hotline reports emanating from all ten administrative regions.

IV. OBJECTIVES

1. [The overall long term objective of the project is to educate and empower people to adopt peaceful and non-violent means for resolving conflicts in their lives and to pursue healthy relationships which are based on mutual respect and appreciation of human rights.](#)
2. The short term objective of the project is to significantly increase level of awareness and thereby reduce the high incidence of violence against women through public education and advocacy initiatives applied in the direct training and capacity building of three NGOs existing in and working with three or more community-based groups in three administrative regions (1, 2 and 10) in Guyana. It is expected that at the end of one year a total of 90 trainers would be trained in the three regions and that they will in turn sensitize an estimated 180-240 more persons ranging concerning the issue of gender-based violence.

V. TARGET GROUPS

The key target groups are as follows:

- 1) Linden Care Foundation, an NGO working with 3 communities in Region 10 (Block 22 Wismar, Blue Berry and Cara Car).

- 2) New Vision Santa Rosa, an NGO based in Moruka, Region 1, and working with several community-based groups in the sub-region.
- 3) Hope for All, an NGO based in Region 2 working in communities such as Charity, Supenaam, Suddie and Queenstown.

The groups have all indicated that they are willing to participate in this project. The communities that are targeted are in areas which have limited social services.

VI. STRATEGIES

The principal strategies that the programme will utilize are awareness raising and capacity building. These strategies will primarily be applied through the conduct of public education and training workshops focusing on the issues involved in gender-based violence as it affects women and the methods to be adopted to combat this social evil. In this context, a two-pronged approach would be taken; on the one hand to allow for stimulating the level of awareness of women and men and on the other to influence the building of training capacity to consolidate and spread the benefits of sensitisation.

VII. DURATION OF THE PROJECT

It is anticipated that the project would be implemented over a period of 1 year. Activities would commence and be completed in Region 10 before successive completion in Regions 2 and 1. Thus, four months will be taken to initiate, implement, monitor and evaluate the continuum of project activities for each region.

VIII. WORK-PLAN

Key Activities	Objectives	Results	Responsibility	Venue activities	Timeline
Implement, monitor and evaluate training and public education activities intended to sensitize staff members of the identified NGOs and members of the communities concerning the problems associated with violence against women and the strategies encompass pre-emptive and corrective approaches for resolving them	To conduct facilitated and interactive workshop sessions for sensitizing target groups concerning the issues involved in violence against women and the methods for resolving them.	3 individual workshop sessions are to be held: 1 in each of 3 regions and 90 participants (staff of NGOs and community members -30 per region) are to be trained	An experienced coordinator and facilitators who have been involved in our public education work will be responsible for executing project activities	The relevant project activities will take place in 3 communities in the identified regions of Guyana	The activities for the 3 regions will take place during an overall period of 6 months with successive individual sub-project cycles of months per region
Implement and evaluate 'training of trainers' activities to train all participants from initial workshops to spread benefits of the project	To conduct facilitated and interactive workshop sessions to take target participants to another level by deepening and broadening the scope of their analytical capabilities and understanding of the issues involved in gender based violence with a view to reducing and ultimately eliminating it	3 workshop sessions are to be conducted: 1 in each of the regions. The 90 participants initially trained would be given more in-depth training to equip them with the skills to train others. During the workshops the participants will develop plans of action to address DV in the Communities.	An experienced coordinator and facilitators drawn from our qualified pool of volunteers will be responsible for executing project activities	The training activities will take place on an individual basis each of the 3 identified regions: 1 per region	The activities will be completed in the 3 regions in total period of 6 months

Consideration of Scope, Number and Range of Proposed Activities

When the scope, number and range of proposed activities are considered given the skills base of Help & Shelter, the organization has the capacity to ensure quality execution of the activities within the project time frame.

IX. SUSTAINABILITY

The benefits of the project would be extended and sustained through the continuing activities of the ninety trainers equipped by the project to operate in the three regions. Further, the future activities of the community-based groups – recipients and therefore beneficiaries of project training at the secondary level, would also serve to enhance and sustain the benefits of the project.

X. MONITORING AND EVALUATION

The execution of project activities will be done in accordance with a project implementation schedule defining the specific time frame for each activity. These activities will be monitored on a continual basis by the project coordinator to ensure that the project is on track. In this way, the progress made towards achieving the results of the project would be effectively measured. In addition, evaluation or the measuring of the extent to which the results have been achieved will be carried out at the end of each activity. Relevant evaluation tool such as the technique of using the before and after questionnaires for participants, will be developed and applied for all of the workshops.

In addition, Help & Shelter **will submit progress reports to UNIFEM, on request, and a final financial and narrative report on completion of project activities.**

Annex B: BUDGET

PROJECT BUDGET for the MICRO GRANT

<u>Contract No.:</u> BAR/MGA/07 UNIFEM/09 <u>Vendor ID:</u> 11297 <u>General Ledger Unit:</u> UNFEM <u>Donor:</u> 00032 <u>Activity %:</u>	<u>Fund Code:</u> W0001 <u>Operating Unit:</u> BRB <u>Implem. Agent:</u> 003209 <u>Department:</u> 94101	<u>Business Unit:</u> UNFEM <u>Project:</u> 46152 <u>Project Activity:</u> G4GOVCAPBD <u>Account Code:</u> 72605
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Project Title: Ending Domestic Violence in Guyana's Administrative Regions

Name of the GRANTEE: Help & Shelter

Total Amount of Funds under the Agreement: US\$19,932

Date of the Agreement: 24 August 2007

PROJECT BUDGET (in US\$)

PERIOD COVERING FROM 24 August 2007 TO 24 August 2008

General Category of Expenditures	Initial Payment	Installment 1	Final Installment	TOTAL
Personnel	6,780.00			
Transportation	1,481.00			
Training/Seminar/ Workshops, etc.	4,938.00			
Monitoring & Evaluation	725.80		1,993.20	
Other [Print/photocopy]	2,000.00			
Miscellaneous	202.00			
Admin charge @5%	906.00			
Contingencies @5%	906.00			
TOTAL	\$17,938.80		\$1,993.20	\$19,932.00

* Please note that all budget entries are for costs related only to programme activities.

** These budget categories and number of installments are suggested guidelines. The Recipient may suggest alternatives that more accurately reflect their expense items and needs.