

GRANT ARRANGEMENT BETWEEN IRELAND AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Embassy Reference Number: PRSAREG/2019/UNDP

This Grant Arrangement (hereinafter "Arrangement") is made between Ireland, represented by the Embassy of Ireland in South Africa of the Department of Foreign Affairs and Trade. (hereinafter referred to as "The Embassy", taking legal personality in the form of the Minister for Foreign Affairs and Trade), and the United Nations Development Programme ("UNDP") (each referred to as "Participant" and both jointly referred to as "Participants").

WHEREAS The Embassy fully supports the achievement of UNDP's goals and strategic objectives outlined in UNDP's Strategic Plan 2018-2021 (the "Strategic Plan"), as reviewed by UNDP's Executive Board from time to time and which is guided by the Sustainable Development Goals (SDGs), and acknowledges UNDP's leading role in supporting countries to implement the SDGs;

WHEREAS The Embassy hereby agrees to contribute funds to UNDP's Project for the scaling up of pilot programme to empower chiefs to prevent and adjudicate on GBV in Botswana. (hereinafter referred to as "the project") subject to the provisions set out in this Arrangement.

WHEREAS UNDP is prepared to receive and administer the Contribution for its operations and activities, including those outlined in the Project Document and Strategic Plan.

NOW THEREFORE, UNDP and The Embassy have decided and express their intentions as follows:

Paragraph I. The Contribution

1. This funding is Ireland's contribution to support UNDP's project titled Empowering chiefs to prevent and adjudicate on GBV in Botswana, as outlined in the Project Document attached as 'Annex A'. UNDP will ensure that the Contribution is utilized exclusively for this purpose.
2. Upon signature of this Arrangement by both Participants, The Embassy will make one single payment in the amount of **\$171,266 US dollars** to UNDP.

(a) The funds will be deposited to:

Account name: UNDP Euro Contributions Account
Bank name: Bank of America (London)
IBAN: GB59BOFA16505062722022
Swift Address: BOFAGB22

(b) The Embassy will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the name 'Embassy of Ireland to South Africa'. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

(c) Within ten business days of receipt of funds, UNDP will send an electronic receipt to The Embassy email address provided at XIV below as confirmation that the remitted funds have been received by UNDP, specifying the receiving bank account, the amount (including in Euro) and date received.

3. The value of the Contribution, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of funds. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by UNDP of the Contribution, the value of the balance of funds still held at that time will be adjusted accordingly.
4. All financial accounts and statements will be expressed in United States dollars.

Paragraph II. Utilization and Administration of the Contribution

1. UNDP will receive, administer, use and expend the Contribution in accordance with UNDP regulations and rules, policies and procedures ("UNDP's Rules"), as well as the terms of this Arrangement. These Rules are available to the Executive Board at links such as: <https://popp.undp.org/SitePages/POPPRoot.aspx> and at other links which UNDP may specify from time to time.
2. UNDP will be solely responsible for the administration of the Contribution and will carry out such administration with the same degree of care and diligence applied to the administration of all of its resources, in accordance with UNDP's Rules, which inherently seek to be consistent with principles of transparency, accountability, and cost-effectiveness.
3. The Embassy acknowledges that UNDP is responsible and accountable to its Executive Board for the appropriate use of UNDP's resources and the management, governance, proper administration and implementation of its operations and activities, as outlined in its Strategic Plan in line with UNDP's Rules, which inherently seek to be consistent with standards of probity and integrity. The Participants recall that Ireland, represented by the Embassy, is alternately a member or an observer of the Executive Board of UNDP.
4. Selection, assessment, oversight of and all engagement with UNDP's implementing partners- including contractual arrangements will be undertaken in accordance with UNDP's Rules, which include procedures for due diligence, capacity assessment, and monitoring, to ensure appropriate levels of reliability, integrity and efficiency.
5. UNDP agrees to refund to the Embassy, within six months of completion of the Project any part of the grant which has not been spent. If the refund is not made within six months then interest, at European Central Bank base rate, shall be charged on the outstanding moneys from the date of completion. Alternatively, in very limited circumstances, it may be agreed, by consultation with the Embassy, to use the residual funds in support of specific activities which reflect the objectives of the original allocation.

6. UNDP accepts all responsibility and accountability for management, governance, proper administration and implementation of the project; for ensuring that activities funded under the budget are recorded fully and accurately; for ensuring that funds will be assigned to the project only by persons empowered by UNDP to do so; for ensuring that the activities are implemented as outlined and within the project period and for ensuring the highest standards of probity and integrity are maintained at all times.
7. Any significant proposed changes to the project, its budget or to its start or completion dates must be agreed in writing and in advance with the Embassy.

Paragraph III. Reporting and Auditing

1. UNDP will provide the Embassy with:
 - (a) An Interim narrative and financial reports for the six months (September 2019-February 2020 at the end of April 2020
 - (b) A final narrative and financial report at the end of February 2021.
 - (c) A financial statement as of December 2020 certified by an authorized official of the UNDP to be submitted at the end of April 2021.
 - (d) Audited financial statements and the final evaluation report.

The reports will show indicators of the effectiveness, efficiency, impact and sustainability of the project.

2. UNDP will prepare the final financial report and financial statements in line with UNDP's Rules.
3. The Contribution will be subject exclusively to the internal and external auditing procedures provided for in UNDP's Rules.
4. As per these procedures, UNDP will produce and transmit to the United Nations Board of Auditors its certified, signed financial statement, UNDP will do so by 30 April of the year following the end of UNDP's financial year (in accordance with UNDP's Rules). The Board of Auditors, which is elected by the UN General Assembly, conducts the audit of UNDP's financial statement. The audit opinion on the financial statements should be issued by the Board of Auditors six months after the end of the financial year, *i.e.* by 30 June of the year following the end of UNDP's financial year. The Board of Auditors usually issues its report on the audit of the financial statements (which includes the audit opinion and a copy of the financial statements) to the General Assembly in September of the year following the end of UNDP's financial year. Thereby, the report on the audit of the financial statements becomes a public document. The Board of Auditors also publishes its report on the audit of the financial statements (which includes the audit opinion and a copy of the financial statements) on its website at <http://www.un.org/en/auditors/board/index.shtml> (or such other URL as the Board of Auditors may decide).

5. Internal audit reports will be publicly disclosed in accordance with the protocols established by the Organization's Executive Board, subject to limitations contained in the relevant decisions of the UNDP Executive Board.
6. If additional details are needed, or if special circumstances so warrant, the Embassy may request additional information, provided that such requested additional information is reasonable, is consistent with UNDP's Rules (and in particular its Information Disclosure Policy) and is feasible. Each specific request will be considered by UNDP on a case-by-case basis and the scope of additional information, if any, to be provided, and the costs and funding thereof, will be agreed between the Embassy and UNDP separately on a case-by-case basis. The Participants acknowledge and agree that the Contribution under the present Arrangement is for the implementation of the project to empower chiefs to prevent and adjudicate on GBV in Botswana and described in detail in Annex A.
7. Procurement is implemented in accordance with UNDP's Rules exclusively. The principles of transparency, competition, value for money and procurement of goods and services in a fair and transparent manner are part of UNDP's procurement procedures.
8. UNDP will securely retain financial documents for five (5) years from the moment the document is issued.

Paragraph IV. General Management Support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution will be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution will be charged a fee in line with the current UNDP cost recovery policy (7%). Furthermore, as long as they are unequivocally linked to the project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the project budget against a relevant budget line and borne by the project accordingly.
2. The aggregate of the amounts budgeted for the project, together with the estimated costs of reimbursement of related support services, will not exceed the total resources available to the project under this Agreement as well as funds which may be available to the project for project costs and for support costs under other sources of financing.
3. Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Embassy agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.
4. The Embassy acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for

the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

5. The Embassy acknowledges and agrees the coordination levy does not form part of UNDP's cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the Embassy, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.
6. UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Embassy and the United Nations Secretariat on bilateral basis.

Paragraph V. Evaluation

1. All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy.

Paragraph VI. Assets

1. The Embassy acknowledges that any assets procured by UNDP using UNDP core and project resources will be operated and controlled by UNDP in line with UNDP's Rules. The transfer of ownership of such assets by UNDP (if relevant) will be done in accordance with UNDP's relevant regulations, rules, policies and procedures, and, where applicable, in accordance with UNDP's agreements concluded with the relevant Host Government and any implementing partners.

Paragraph VII. Completion of the Agreement

1. UNDP will notify the Embassy when all activities relating to the project have been completed in accordance with the project document.
2. Subject to sub-paragraph 4, notwithstanding the completion of the project, UNDP will continue to hold unutilized funds from the Contribution until all commitments and liabilities incurred in implementation of the Project have been satisfied and project activities brought to an orderly conclusion.
3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP will notify and consult with the Embassy on the manner in which such

commitments and liabilities may be satisfied. The Embassy will not, however, have an obligation to provide additional funding in this event.

Paragraph VIII. General Considerations

Publicity

1. The Participants acknowledge that UNDP's established mechanism for acknowledging contributions to this programme is through its annual report to the UNDP Executive Board. With this Arrangement the Participants aim at increasing visibility of the Irish Government's contributions to project:
Where and when appropriate, UNDP will ensure visibility and provide public recognition of the Embassy's support in publications, speeches, press releases, websites, social media or other communication material in accordance with UNDP's policies and procedures.
2. An annual visibility plan will be proposed by UNDP and agreed and the Participants will explore innovative ways of increasing the visibility of Ireland/the Embassy in UNDP's work, acknowledging that it is UNDP's approach to give fair and equal recognition to all contributors to its projects. The referenced plan will include the discussion on the acknowledgement of Ireland/the Embassy in UNDP's relevant publications or publicity material as well as the proper use of the Embassy logo.

Disclosure of Information

3. The Embassy and UNDP are committed to the principle of transparency and will apply the principle to information related to The Embassy's funding under the Arrangement. Any documents that one Participant provides to the other and which it considers to be confidential in nature will be clearly marked as such. The Embassy may be required to release information provided pursuant to this Arrangement. The Embassy and UNDP will use their best endeavors to consult prior to the publication or release of information which might reasonably be regarded as confidential or sensitive.

Liability

4. Ireland (hereinafter referred to as the State) and the Embassy will bear no responsibility in respect of the activities of UNDP as a result of this Arrangement nor the activities of any person or entity engaged or funded by UNDP in connection with this Arrangement.
5. The State and the Embassy will not be held liable for any contractual commitments entered into by UNDP with any third party, if applicable. In particular, the State and the Embassy assumes no responsibility for the security of UNDP or its personnel, which the Participants acknowledge is the primary responsibility of Host Governments.
6. Unless otherwise stated, each Participant is solely accountable for compliance with its obligations under this Arrangement. This Arrangement is neither a contract for services

nor a contract of service or employment. No provision in this Arrangement creates or may create a joint venture, an association, or a partnership, employment or agency relationship, mandate, representation or delegation between the State or the Embassy and UNDP or any person or entity engaged or funded by UNDP in connection with this Arrangement.

7. The Participants further recall that consistent with the basic principles of international multilateral development assistance, the agreements between UNDP and its Host Government partners provide that the Host Government partner shall bear the risks of operations arising from UNDP's programmatic and project activities.

Paragraph IX Termination of the Arrangement

1. This Arrangement may be terminated by UNDP or by the Embassy after consultations between the Embassy and UNDP. This Arrangement will cease to be in effect 30 (thirty) days after either of the Participants has given notice in writing to the other Participant of its decision to terminate this Arrangement.

Paragraph X Settlement of Disputes

1. Any dispute arising in connection with the interpretation, application or implementation of this Arrangement will be settled amicably by consultations and negotiations between the participants.

Paragraph XI Privileges and Immunities

1. Nothing in or relating to any provision in this Arrangement will be construed as constituting a waiver, express or implied, of any of the privileges and immunities of the Participants.

Paragraph XII Fraud and Anti-Corruption Measures

1. UNDP has a zero tolerance approach towards fraud and corruption (as defined in UNDP's Rules, as applicable) that may lead to the misuse of funds, as set out in its written policy on combatting fraud and corruption, which is available on its public website, and which will continue to be fully implemented.
2. UNDP agrees to take timely and appropriate action to investigate credible allegations of fraud and corruption and, if an investigation confirms the allegations, to give timely consideration to appropriate action including sanctions and recovery of funds, in accordance with UNDP's Rules. In respect of such amount which UNDP has been able to recover, such amount will be returned to the Embassy.
3. UNDP will keep the Embassy informed, through its regular reporting to the Executive Board as mandated by the Executive Board, of its investigation function and related

activities including outcomes of investigations and action taken, results of the implementation of such actions, including where relevant, details of any recovery of funds.

4. No offer, payment, gift, consideration or benefit of any kind, which constitutes or could be construed as an unlawful or fraudulent practice, will be made, either directly or indirectly, as an inducement or reward for the award or execution of this Arrangement.

Paragraph XIII Anti-Terrorism Measures

1. Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Embassy and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. To this end, UNDP undertakes to use reasonable efforts, within UNDP's Rules, to ensure that none of its core and project resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism listed on the Consolidated United Nations Security Council Sanctions List (as amended from time to time).

Paragraph XIV Notice

1. Any notice or correspondence between UNDP and the Embassy will be addressed as follows:

- (a) To Embassy of Ireland:

Address: 570 Fehrsen Street, Brooklyn Bridge Office Park, 2nd Floor, Brooklyn, Pretoria, Republic of South Africa
Donor email address: louisa.heneghan@dfa.ie

Attention: Louisa Heneghan

- (b) To UNDP:

UN Building, Corner Khama Crescent & President's Drive,
Government Enclave,
P.O. Box 54, Gaborone, Botswana

Attention: Jacinta Barrins

Paragraph XV Amendment and Review of the Arrangement

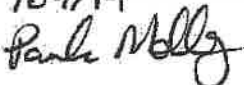
1. This Arrangement may be amended through an exchange of letters between the Embassy and UNDP. The letters exchanged to this effect will become an integral part of this Arrangement.

Paragraph XVI Entry into Effect, Duration and Status


1. This Arrangement will enter into effect upon the signature of this Arrangement by the Participants hereto, on the date of the last signature and will remain in effect for twelve months (1 September 2019 to 31 August 2020) unless terminated in accordance with Paragraph VII.
2. This Arrangement is not eligible for registration as a treaty under Article 102 of the UN Charter.

SIGNED in two copies in the English language.

For and on behalf of the Minister for Foreign Affairs and Trade of Ireland:

(Name) Paula Molloy
(Title) Deputy Head of Mission, Embassy of Ireland
(Date) 16/09/19
(Signature) 

For the United Nations Development Programme:

(Name) Jacinta Barrins
(Title) UNDP Resident Representative
(Date) 25/9/2019
(Signature) 

Annexures

- Annex A Project Documents (Proposal)
- Annex B Workplan and Budget

Annex A Project Document

EMPOWERING CHIEFS TO PREVENT AND ADJUDICATE GENDER-BASED VIOLENCE IN BOTSWANA

September 2019 – December 2020

Summary

There are currently 429 Customary Courts in Botswana and approximately 80% of cases are dealt with in the customary courts system. The Minister of Local Government and Rural Development (MLRG) (through the Department of Tribal Administration) is responsible for the guidance and supervision of the Customary Courts.

This Project proposal has two key objectives:

1. to train all 549 *Dikgosi* (chiefs) at all 429 Customary Courts in Botswana in the prevention and response of gender- based violence; and
2. to train an existing cohort of 8 trainers at Department of Tribal Administration to conduct GBV training for *Dikgosi*.

These objectives arise from the resolutions of the 2018 Gender Pitso (Forum) for *Dikgosi*¹ and the United Nations Joint Gender Programme on GBV.²

The project proposal will scale up a pilot project that has just started with support from UNDP. The pilot, led by the Gender Affairs Department (GeAD) focuses on designing a tailor made programme for the *Dikgosi* for the specific context of Botswana and training of the first cohort of 30 chiefs.

The training programme has two main pillars as follows:

- **Prevention:** starting with the role of the individual, the couple, the family, the community and the chiefs; and
- **Response:** the role of police, courts, health and physiological support amongst others.

UNDP is funding the design of the programme and the training of the first cohort of 30 chiefs. This proposal is to upscale this pilot to ensure that all 549 *Dikgosi* in Botswana are trained through adopting a Training of Trainer (ToT) approach. The ToT approach will involve GeAD and UNDP training an existing cohort of trainers in the Department of Tribal Administration (DTA) (which has oversight of *Dikgosi* and is responsible for their professional development) and transferring the skills to conduct GBV training for new *Dikgosi*, to DTA. An implementation plan, to be developed jointly by GeAD and DTA, will guide the roll out and the activity will be integrated into the DTA Training Plan.

¹ To conduct regular training on gender and development including GBV, gender responsive laws etc and integrate GBV and gender equality issues into *Dikgosi* induction sessions.

² Training of service providers, *Dikgosi*, on the law, in line with the GBV standards, policies and laws including upscaling of the GBV referral system and addressing child abuse.

This proposal will contribute to Botswana's achievement of the Sustainable Development Goal (SDG) 5, targets 1 and 2 namely:

- 5.1: End of all forms of discrimination against all women and children, and
- 5.2 Eliminate all forms of violence against all women and girls in the public and private spheres including trafficking and sexual and other types of exploitation.

16.1 Significantly reduce all forms of violence and related death rates everywhere

16.3 Promote the rule of law at the national and international levels and ensure equal access to justice for all

16.B Promote and enforce non-discriminatory laws and policies for sustainable development.

Training the *Dikgosi* is an excellent entry point given their key role in community strengthening, community resilience and ensuring the sustainable livelihoods of their communities. *Dikgosi* also preside over Customary Courts which handle gender-based violence cases. As community leaders and custodians of the customary law, *Dikgosi* are an essential partner in the prevention and resolution of gender-based violence in Botswana.

Alignment with Ireland's International Development Policy and funding criteria

The proposal is closely aligned with Ireland's Policy for International Development: A Better World, which commits to intensifying work on women, peace and security and gender-based violence. The project is innovative; it will be the first time that all 429 Customary Courts in Botswana will have been trained to prevent and resolve gender-based violence.

Legal context

Botswana has a dual judicial system based on both customary law and common / Roman Dutch law. Both systems have established court systems to adjudicate disputes. The Customary Courts have a very broad jurisdiction, which includes adjudicating disputes in GBV cases that are brought before the courts. A Kgosi, or chief, is the tribal leader with the authority to preside over cases at the Customary Courts. *Dikgosi*, or chiefs, adjudicate based on inherited customary laws, cultural practices, norms and values of a particular population. *Dikgosi* also play the key role in promoting and protecting the strength and resilience of the community and provide traditional mediation and counselling on domestic violence. Often this is not done in accordance with the legal framework of Botswana, which can be at odds with cultural norms and practices which form the basis of customary law.

Legal representation is not allowed at the customary courts, so people who appear are not independently represented by a legal practitioner who would be able to inform the court of the legal position in Botswana and the requirements of the Convention on the Elimination of all Forms of Discrimination Against Women (CEDAW), the Constitution or relevant laws including the Domestic Violence Act and the Penal Code. There is divergence between CEDAW (which Botswana has ratified), the Domestic Violence Act (2008) and customary law and practice on the issue of marital relations, gender relations and domestic violence. Customary law evolves and responds to changes in social and cultural norms which can be heavily influenced and guided by *Dikgosi*.

GBV prevalence and Government's response

Despite the efforts put in place by Government, especially the enabling legal and policy environment, there are numerous challenges related to limited GBV prevention efforts, inadequate protection of GBV survivors, slow prosecution and gender/child insensitive cases management, weak coordination of GBV interventions, and limited data management and research on GBV

The prevalence of GBV in Botswana is high. The Botswana Relationship Study (2017) reveals that, of all the respondents interviewed:

- Thirty seven percent of women reported experiencing some form of GBV at least once while 30% men conceded to perpetrating GBV in their lifetime.
 - Twenty one percent men reported experiencing some form of GBV at least once while 12% women conceded to perpetrating GBV in their lifetime.
- Thirty seven percent of ever-partnered women and 18% of ever partnered men experienced some form of intimate partner violence. The most commonly experienced form of IPV is emotional IPV followed by physical, economic, and sexual IPV.³

Patriarchal attitudes are a significant underlying factor driving the incidence of GBV in Botswana. While women and men affirm gender equality in the public domain this has not translated in their private lives particularly in their intimate relationships.

The Government has taken legislative and policy measures to combat violence against women and girls including the adoption of the National Strategy Towards Ending Gender Based Violence in Botswana (2014 – 2020) and the Domestic Violence Act (2008). The National Development Plan 11 (2017-2023) includes gender mainstreaming and the prevention of gender-based violence.

The National GBV Strategy commits to strengthening the capacity of law enforcement officers and judicial staff to ensure effective implementation, enforcement and compliance with policies and laws and service providers will be capacitated to provide social protection and paralegal support.

The National GBV Strategy recognizes the Customary Courts as the custodians of the customary justice system. The Strategy sees partnerships with the Customary Courts as essential to harmonise customary and common law. The Implementation Plan for the Strategy includes awareness workshops for traditional leaders on human and legal rights.

Botswana adopted the Domestic Violence Act in 2008. It establishes a framework of protective orders available in situations of domestic violence, which can be granted by magistrates and enforced by the police. The Domestic Violence Act criminalizes breach of these orders and also enables arrest warrants to be issued in cases of imminent danger. The courts, including Customary Courts, administer justice on behalf of GBV survivors or their relatives in incidents where the GBV victim results in death.

³ *Relationship Study (2017)*, p. 47.

In its Concluding Comments to Botswana in March 2019, the CEDAW Committee recommended that the Government of Botswana “Strengthen the judicial system including through additional financial, technical and specialized human resources, with a view to handling cases in a timely, gender-sensitive and non-discriminatory manner; and ensure that all cases of gender-based violence against women are promptly and effectively investigated and that perpetrators are prosecuted and adequately punished.”

Current activities

The UN agencies

Ending violence against women and children is a key area of focus for the UN given its high prevalence so a number of initiatives as follows:

- UN Joint Gender Programme on Gender Based Violence: A UN Joint Gender Programme on Gender Based Violence was developed and rolled out focusing on Prevention and Response (2018-2020).
- The UN guided the Ministry of Health and Wellness to adapt the clinical management of intimate partner violence Handbook for use by Health workers to ensure proper services are available for victims of GBV.
- UN Day Celebration: The UN agencies celebrated the UN Day commemoration 2018 with the Government under the theme ***I walk for Change: Stop Violence against Women***. The agencies conducted many events prior to the day to ensure that the country was talking about the topic at every level. The event attracted over 500 participants and was broadcast by the Botswana Television. This galvanised support and momentum for GBV prevention and response advocacy efforts by Government and other stakeholders. It triggered other such walks led by Government and other GBV stakeholders in the weeks that followed.
- 16 days of Activism Campaign: The UN using the model of the UN day supported the government to conduct a similar but larger event to launch the 16 days campaign of Activism against Violence on Women and Children. The campaign that was launched by His Excellency the President of the Republic of Botswana, Dr M.E.K Masisi. The First Lady and a number of Ministers joined walks that were held through various parts of the city. The first Lady has since become very active in advocating for an end to Gender Based violence. This momentum focusing on GBV needs to continue in order to have a sustainable impact and engaging chiefs is one critical element of this momentum.

UNDP and One UN Approach

The comparative advantage of UNDP undertaking this project is its mandate in relation to governance, access to justice and gender. To fulfill the aims of UNDP's Strategic Plan with the multi-dimensionality and complexity that the 2030 Agenda demands, UNDP is implementing six cross-cutting approaches to development, known as Signature Solutions. Two of its signature solutions are Governance for Just, Peaceful and Inclusive Societies and Women's Empowerment and Gender Equality.

The existing UNDP Botswana Project on "Support to the Fulfilment of Human Rights, Access to Justice and the Empowerment of Youth and Women Project (2018 – 2021)" is an existing programme jointly chaired by UNDP and the Office of the President and includes the Department of Tribal Administration and GeAD as implementing partners. The Project is advising Government on the Governance, Peace and Security Pillar of the NDP11 and is well placed to ensure close alignment between project activities and Government's needs and objectives.

This Dikgosi training project integrates well with the other gender related activities in the Project including support to Legal Aid Botswana to increase knowledge of legal rights, including in relation to GBV and support for a gap analysis of the legal framework for women in Botswana (including GBV). The project integrates with support to the Department of Tribal Administration to improve the quality of administration of justice by Dikgosi and Youth Dialogues (including dialogues on GBV).

Under the United Nations Joint Gender Programme (2019 – 2021), UNDP is supporting the GeAD to develop a tailor made programme on the Prevention of Gender Based Violence for Dikgosi. A copy of the Table of Contents for the programme is attached as **Annex 1**.

The training includes modules on:

- harmful cultural practices;
- gender-based violence prevention;
- the role of the individual and self- reflection and control in prevention
- the role of the community in ensuring accountability and the role of *Dikgosi* in ending violence against women;
- customary law and how *Dikgosi* can work with service providers and law enforcement to address violence against women.

The programme will be rolled out over a three day period, in each of the 10 districts. The training course will be developed by the consultants and the first batch of chiefs (30) trained by the 30 September 2019. The cohort of 8 Department of Tribal Administration trainers will be trained by 30 November 2019 and the ToT programme to train the remaining 519 Dikgosi will be completed by 31 December 2020.

The pilot project was designed to fill the gap in the systematic and comprehensive training of Dikgosi, noting the GeAD recently reported progress against its training target for Dikgosi as follows:

“Capacity building and engagement with Dikgosi as well as other community leaders continue through various fora including regular briefs for the Ntlo-ya-Dikgosi, Mini Bogosi Pitso, and the GBV Referral System. In 2014, two of Dipitso were held in Tsabong and Kasane. In addition, community leaders’ capacity building workshops precede major events such as commemorations of international days observed for gender.”

The roles of other UN agencies in relation to GBV is clearly set out in the Joint Gender Programme to ensure complementarity and coherence. Other activities under that Programme, such as the Relationship Study, the Gender Policy (2015) supported by UNDP and the GBV referral system all underpin and support the Dikgosi initiative as proposed.

Upscaling the Pilot

This proposal is to scale up the current pilot project in two ways:

1. To train 8 Department of Tribal Administration trainers on the GBV course who will in turn train the chiefs. This will foster a partnership between the Department of Gender Affairs and the Department of Tribal Administration (which is responsible for the Customary Courts) and ensure sustainability.
2. To train a total of 549 Dikgosi (30 in the UNDP funded pilot and 519 under this scaled up project), to reach all 429 Customary Courts in Botswana.

Fostering the partnership between Government Departments to address gender-based violence is consistent with the National Strategy and will encourage sustainability of the training. If trainers in the Department of Tribal Administration are trained to train *Dikgosi* in gender-based violence, the training can be conducted on an ongoing basis and will be integrated into the training plan for the Dikgosi.

The three day training programme will be conducted in 10 Districts under the leadership of the Departments of Tribal Administration and GeAD. There are 16 Districts in Botswana in total and some Districts will be combined for the purpose of training.

Although lawyers are not permitted in Customary Courts, people can seek legal information and advice from Legal Aid Botswana so that they know their rights. Public knowledge of rights regarding GBV will be increased by distribution of Legal Aid Botswana pamphlets in each Customary Court. The pamphlets were produced by UNDP and Legal Aid Botswana in 2018 and they will be translated into Setswana in 2019.

Progress on project up-scaling will be monitored through existing platforms such as the bi-annual Project Board Steering Committee meetings for the Human Rights Access to Justice and Empowerment of Youth and Women Project, co-chaired by the Office of the President and UNDP. Close attention will be given to the results framework indicators which will be used as a yardstick to measure the extent of achievement of the initiative. Furthermore, progress and achievements will be used as an input to the end of Year reporting for UNDP, highlighting the extent to which the country office is investing in the gender related work as per the corporate compliance requirement and the national development plan KPIs. The M&E actions will be done jointly with the Tribal Administration and Gender Affairs Departments to ensure ownership and accountability by national partners.

Sustainability

The training package will be sustained financially and technically within Government as follows:

1. In house capacity build in DTA to conduct the training on an ongoing basis;
2. Training materials developed, translated and published;
3. Integration of the training requirement into the DTA training plan so that it is costed and budgeted annually and implementation is monitored through existing Government mechanisms;
4. Development of a Joint Implementation Plan with GeAD and DTA so that cost allocation between Departments and Ministries can be agreed in advance and each Ministry can budget accordingly.

Annex B: WORKPLAN & BUDGET

EMPOWERING CHIEFS TO PREVENT AND ADJUDICATE GENDER-BASED VIOLENCE IN BOTSWANA

Link to National Vision 2036 Pillar		Pillar 2: Human and Social Development, Pillar 4: Governance, Peace and Security										
Link to NDP 11 KPIs		Gender Based Violence (GBV) prevalence – indicator: rate of occurrence of GBV cases / record of reported cases of GBV incidence. Targets: 60% 2019, 55% 2020.										
Link to SDGs		Goal 5: Achieve Gender Equality and Empower all women and girls Goal 16: Peace, Justice and Strong Institutions										
Link to UNDP SP Signature Solution		Solution 6: Gender equality -- Strengthen gender equality and the empowerment of women and girls										
Link to UNDP CO project		Project 00102697 – Support to Governance and Human Rights										
Output 1: Strengthened Partnership between Departments of Tribal Administration and Gender Affairs Department												
Baseline, Indicator, Target (BIT)	Activities	Responsible	2019				2020				Budget US\$	Expenditure
			Q3	Q4	Q1	Q2	Q3	Q4				
BL: 0 I: No. of ToTs trained on GBV training T(2020): 8	Develop and print ToT materials on GBV - prevention and response	UNDP	X	X							7,360.00	
	Translation of GBV course manual into Setswana	UNDP		X	X						4,140.00	
	Train 8 Department of Tribal Administration trainers on the GBV course manuals.	GeAD & DTA			X	X					9,200.00	
BL: No I: Existence of a ToT implementation plan T(2020): Yes	Development of an implementation plan to roll out the training.	GeAD, MLGRD		X							1,380.00	

	including responsibilities, timeframes,	roles,												
Sub-total														22,080.00
Output 2: Enhanced capacities of Dikgosi to effectively adjudicate over GBV related cases														
BIT	Activities	Responsible	Q3	Q4	Q1	Q2	Q3	Q4	Budget US\$					
BL:	Training conducted in 10 Districts for 519 Dikgosi at 429 Customary Courts (3 days X 10 Districts)		X	X	X	X	X		132,500.00					
Sub-total									132,500.00					

Output 3: Public knowledge of legal rights and remedies for GBV increased									
BIT	Activities	Responsible	Q3	Q4	Q1	Q2	Q3	Q4	Budget US\$
BL: Low I: Extent of access by the public to GBV related materials T(2020): High	Legal Aid Botswana pamphlet on GBV (developed in 2018) re-printed in Setswana Pamphlets distributed widely through the training programme at all 429 Customary Courts so that people know their rights.	UNDP	X	X	X				4,000.00
		UNDP		X	X	X			0
Sub-total									158,580.00
GMS+UN reform Levy									12,686.00
Total									171,266.00

Budget note: This budget is the total funds requested from Ireland; no other donors are supporting the initiatives including staffing and overheads; Government may make in kind contributions and co-contributions. UNDP will pay all management and other costs.

GRANT ARRANGEMENT BETWEEN IRELAND AND THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)

Embassy Reference Number: PRSAREG/2019/UNDP

This Grant Arrangement (hereinafter “Arrangement”) is made between Ireland, represented by the Embassy of Ireland in South Africa of the Department of Foreign Affairs and Trade, (hereinafter referred to as “The Embassy”, taking legal personality in the form of the Minister for Foreign Affairs and Trade), and the United Nations Development Programme (“UNDP”) (each referred to as “Participant” and both jointly referred to as “Participants”).

WHEREAS The Embassy fully supports the achievement of UNDP’s goals and strategic objectives outlined in UNDP’s Strategic Plan 2018-2021 (the “Strategic Plan”), as reviewed by UNDP’s Executive Board from time to time and which is guided by the Sustainable Development Goals (SDGs), and acknowledges UNDP’s leading role in supporting countries to implement the SDGs;

WHEREAS The Embassy hereby agrees to contribute funds to UNDP’s Project for the scaling up of pilot programme to empower chiefs to prevent and adjudicate on GBV in Botswana, (hereinafter referred to as “the project”) subject to the provisions set out in this Arrangement.

WHEREAS UNDP is prepared to receive and administer the Contribution for its operations and activities, including those outlined in the Project Document and Strategic Plan.

NOW THEREFORE, UNDP and The Embassy have decided and express their intentions as follows:

Paragraph I. The Contribution

1. This funding is Ireland’s contribution to support UNDP’s project titled Empowering chiefs to prevent and adjudicate on GBV in Botswana, as outlined in the Project Document attached as ‘Annex A’. UNDP will ensure that the Contribution is utilized exclusively for this purpose.
2. Upon signature of this Arrangement by both Participants, The Embassy will make one single payment in the amount of **\$171,266 US dollars** (approximately €154,500) to UNDP.

(a) The funds will be deposited to:

Account name: UNDP Euro Contributions Account
Bank name: Bank of America (London)
Account Number: 600862722022
IBAN: GB59BOFA16505062722022
Swift Address: BOFAGB22

(b) The Embassy will inform UNDP when the Contribution is paid via an e-mail message with remittance information to contributions@undp.org, providing the name ‘Embassy of Ireland to South Africa’. This information should also be included in the bank remittance advice when funds are remitted to UNDP.

(c) Within ten business days of receipt of funds, UNDP will send an electronic receipt to The Embassy email address provided at XIV below as confirmation that the remitted funds have been received by UNDP, specifying the receiving bank account, the amount (including in Euro) and date received.

3. The value of the Contribution, if made in a currency other than United States dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of receipt of funds. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by UNDP of the Contribution, the value of the balance of funds still held at that time will be adjusted accordingly.
4. All financial accounts and statements will be expressed in United States dollars.

Paragraph II. Utilization and Administration of the Contribution

1. UNDP will receive, administer, use and expend the Contribution in accordance with UNDP regulations and rules, policies and procedures (“UNDP’s Rules”), as well as the terms of this Arrangement. These Rules are available to the Executive Board at links such as: <https://popp.undp.org/SitePages/POPPRoot.aspx> and at other links which UNDP may specify from time to time.
2. UNDP will be solely responsible for the administration of the Contribution and will carry out such administration with the same degree of care and diligence applied to the administration of all of its resources, in accordance with UNDP’s Rules, which inherently seek to be consistent with principles of transparency, accountability, and cost-effectiveness.
3. The Embassy acknowledges that UNDP is responsible and accountable to its Executive Board for the appropriate use of UNDP’s resources and the management, governance, proper administration and implementation of its operations and activities, as outlined in its Strategic Plan in line with UNDP’s Rules, which inherently seek to be consistent with standards of probity and integrity. The Participants recall that Ireland, represented by the Embassy, is alternately a member or an observer of the Executive Board of UNDP.
4. Selection, assessment, oversight of and all engagement with UNDP’s implementing partners- including contractual arrangements will be undertaken in accordance with UNDP’s Rules, which include procedures for due diligence, capacity assessment, and monitoring, to ensure appropriate levels of reliability, integrity and efficiency.
5. UNDP agrees to refund to the Embassy, within six months of completion of the Project any part of the grant which has not been spent. If the refund is not made within six months then interest, at European Central Bank base rate, shall be charged on the outstanding moneys from the date of completion. Alternatively, in very limited circumstances, it may be agreed, by consultation with the Embassy, to use the residual funds in support of specific activities which reflect the objectives of the original allocation.

6. UNDP accepts all responsibility and accountability for management, governance, proper administration and implementation of the Programme/Project; for ensuring that activities funded under the budget are recorded fully and accurately; for ensuring that funds will be assigned to the Programme/Project only by persons empowered by UNDP to do so; for ensuring that the activities are implemented as outlined and within the Programme/Project period and for ensuring the highest standards of probity and integrity are maintained at all times.
7. Any significant proposed changes to the Programme/Project, its budget or to its start or completion dates must be agreed in writing and in advance with the Embassy.

Paragraph III. Reporting and Auditing

1. UNDP will provide the Embassy with:
 - (a) An Interim narrative and financial reports for the six months (September 2019-February 2020 at the end of April 2020
 - (b) A final narrative and financial report at the end of February 2021,
 - (c) A financial statement as of December 2020 certified by an authorized official of the UNDP to be submitted at the end of April 2021.
 - (d) audited financial statements and the final evaluation report.

The reports will show indicators of the effectiveness, efficiency, impact and sustainability of the project.

2. UNDP will prepare the final financial report and financial statements in line with UNDP's Rules.
3. The Contribution will be subject exclusively to the internal and external auditing procedures provided for in UNDP's Rules.
4. As per these procedures, UNDP will produce and transmit to the United Nations Board of Auditors its certified, signed financial statement, UNDP will do so by 30 April of the year following the end of UNDP's financial year (in accordance with UNDP's Rules). The Board of Auditors, which is elected by the UN General Assembly, conducts the audit of UNDP's financial statement. The audit opinion on the financial statements should be issued by the Board of Auditors six months after the end of the financial year, *i.e.* by 30 June of the year following the end of UNDP's financial year. The Board of Auditors usually issues its report on the audit of the financial statements (which includes the audit opinion and a copy of the financial statements) to the General Assembly in September of the year following the end of UNDP's financial year. Thereby, the report on the audit of the financial statements becomes a public document. The Board of Auditors also publishes its report on the audit of the financial statements (which includes the audit opinion and a copy of the financial statements) on its website at <http://www.un.org/en/auditors/board/index.shtml> (or such other URL as the Board of Auditors may decide).

5. Internal audit reports will be publicly disclosed in accordance with the protocols established by the Organization's Executive Board, subject to limitations contained in the relevant decisions of the UNDP Executive Board.
6. If additional details are needed, or if special circumstances so warrant, the Embassy may request additional information, provided that such requested additional information is reasonable, is consistent with UNDP's Rules (and in particular its Information Disclosure Policy) and is feasible. Each specific request will be considered by UNDP on a case-by-case basis and the scope of additional information, if any, to be provided, and the costs and funding thereof, will be agreed between the Embassy and UNDP separately on a case-by-case basis. The Participants acknowledge and agree that the Contribution under the present Arrangement is for the implementation of the project to empower chiefs to prevent and adjudicate on GBV in Botswana and described in detail in Annex A.
7. Procurement is implemented in accordance with UNDP's Rules exclusively. The principles of transparency, competition, value for money and procurement of goods and services in a fair and transparent manner are part of UNDP's procurement procedures.
8. UNDP will securely retain financial documents for five (5) years from the moment the document is issued.

Paragraph IV. General Management Support services

1. In accordance with the decisions, policies and procedures of UNDP's Executive Board reflected in its Policy on Cost Recovery from Other Resources, the Contribution will be subject to cost recovery for indirect costs incurred by UNDP headquarters and country office structures in providing General Management Support (GMS) services. To cover these GMS costs, the Contribution will be charged a fee in line with the current UNDP cost recovery policy (7%). Furthermore, as long as they are unequivocally linked to the Programme/Project, all direct costs of implementation, including the costs of Implementing Partner, will be identified in the [Programme/Project] budget against a relevant budget line and borne by the [Programme/Project] accordingly.
2. The aggregate of the amounts budgeted for the [Programme/Project], together with the estimated costs of reimbursement of related support services, will not exceed the total resources available to the [Programme/Project] under this Agreement as well as funds which may be available to the [Programme/Project] for [Programme/Project] costs and for support costs under other sources of financing.
3. Pursuant to paragraph 10(a) of United Nations General Assembly Resolution A/RES/72/279 (31 May 2018), the Embassy agrees that an amount corresponding to 1% of the total contribution to UNDP shall be paid to finance the United Nations Resident Coordinator System. This amount, hereinafter referred to as the "coordination levy" will be held in trust by UNDP until transfer to the United Nations Secretariat for deposit into the United Nations Special Purpose Trust Fund, which has been established to finance the United Nations Resident Coordinator System and is managed by the United Nations Secretariat.

4. The Embassy acknowledges and agrees that once the coordination levy has been transferred by UNDP to the United Nations Secretariat, UNDP is not responsible for the use of the coordination levy and does not assume any liability. The fiduciary responsibility lies entirely with the United Nations Secretariat as the manager of the Resident Coordination System.

5. The Embassy acknowledges and agrees the coordination levy does not form part of UNDP's cost recovery and is additional to the costs of UNDP to implement the activity or activities covered by the contribution. Accordingly, there is no obligation for UNDP to refund the levy, in part or in full, even where the activities covered by the contribution are not carried out in full by UNDP. As deemed necessary by the Embassy, however, especially where the scale of the resources concerned or reputational risk justify the refund transaction costs, the donor can submit a request for refund to the United Nations Secretariat directly.

6. UNDP will not administer the coordination levy. UNDP will not report on the use of the coordination levy. UNDP does not have any liability on the use of the coordination levy by the United Nations Secretariat. Clarifications on the administration, reporting and/or use of the coordination levy by the United Nations Secretariat shall be discussed by the Embassy and the United Nations Secretariat on bilateral basis.

Paragraph V. Evaluation

1. All UNDP Programmes and Projects are evaluated in accordance with UNDP Evaluation Policy.

Paragraph VI. Assets

1. The Embassy acknowledges that any assets procured by UNDP using UNDP core and project resources will be operated and controlled by UNDP in line with UNDP's Rules. The transfer of ownership of such assets by UNDP (if relevant) will be done in accordance with UNDP's relevant regulations, rules, policies and procedures, and, where applicable, in accordance with UNDP's agreements concluded with the relevant Host Government and any implementing partners.

Paragraph VII. Completion of the Agreement

1. UNDP will notify the Embassy when all activities relating to the [Programme/Project] have been completed in accordance with the Programme/Project document.
2. Subject to sub-paragraph 4, notwithstanding the completion of the [Programme/Project], UNDP will continue to hold unutilized funds from the Contribution until

all commitments and liabilities incurred in implementation of the [Programme/Project] have been satisfied and [Programme/Project] activities brought to an orderly conclusion.

3. If the unutilized funds prove insufficient to meet such commitments and liabilities, UNDP will notify and consult with the Embassy on the manner in which such commitments and liabilities may be satisfied. The Embassy will not, however, have an obligation to provide additional funding in this event.

Paragraph VIII. General Considerations

Publicity

1. The Participants acknowledge that UNDP's established mechanism for acknowledging contributions to this programme is through its annual report to the UNDP Executive Board. With this Arrangement the Participants aim at increasing visibility of the Irish Government's contributions to project.

Where and when appropriate, UNDP will ensure visibility and provide public recognition of the Embassy's support in publications, speeches, press releases, websites, social media or other communication material in accordance with UNDP's policies and procedures.

2. An annual visibility plan will be proposed by UNDP and agreed, and the Participants will explore innovative ways of increasing the visibility of Ireland/the Embassy in UNDP's work, acknowledging that it is UNDP's approach to give fair and equal recognition to all contributors to its projects. The referenced plan will include the discussion on the acknowledgement of Ireland/the Embassy in UNDP's relevant publications or publicity material as well as the proper use of the Embassy logo.

Disclosure of Information

3. The Embassy and UNDP are committed to the principle of transparency and will apply the principle to information related to The Embassy's funding under the Arrangement. Any documents that one Participant provides to the other and which it considers to be confidential in nature will be clearly marked as such. The Embassy may be required to release information provided pursuant to this Arrangement. The Embassy and UNDP will use their best endeavors to consult prior to the publication or release of information which might reasonably be regarded as confidential or sensitive.

Liability

4. Ireland (hereinafter referred to as the State) and the Embassy will bear no responsibility in respect of the activities of UNDP as a result of this Arrangement nor the activities of any person or entity engaged or funded by UNDP in connection with this Arrangement.

5. The State and the Embassy will not be held liable for any contractual commitments entered into by UNDP with any third party, if applicable. In particular, the State and

the Embassy assumes no responsibility for the security of UNDP or its personnel, which the Participants acknowledge is the primary responsibility of Host Governments.

6. Unless otherwise stated, each Participant is solely accountable for compliance with its obligations under this Arrangement. This Arrangement is neither a contract for services nor a contract of service or employment. No provision in this Arrangement creates or may create a joint venture, an association, or a partnership, employment or agency relationship, mandate, representation or delegation between the State or the Embassy and UNDP or any person or entity engaged or funded by UNDP in connection with this Arrangement.
7. The Participants further recall that consistent with the basic principles of international multilateral development assistance, the agreements between UNDP and its Host Government partners provide that the Host Government partner shall bear the risks of operations arising from UNDP's programmatic and project activities.

Paragraph IX Termination of the Arrangement

1. This Arrangement may be terminated by UNDP or by the Embassy after consultations between the Embassy and UNDP. This Arrangement will cease to be in effect 30 (thirty) days after either of the Participants has given notice in writing to the other Participant of its decision to terminate this Arrangement.

Paragraph X Settlement of Disputes

1. Any dispute arising in connection with the interpretation, application or implementation of this Arrangement will be settled amicably by consultations and negotiations between the participants.

Paragraph XI Privileges and Immunities

Nothing in or relating to any provision in this Arrangement will be construed as constituting a waiver, express or implied, of any of the privileges and immunities of the Participants.

Paragraph XII Fraud and Anti-Corruption Measures

1. UNDP has a zero-tolerance approach towards fraud and corruption (as defined in UNDP's Rules, as applicable) that may lead to the misuse of funds, as set out in its written policy on combatting fraud and corruption, which is available on its public website, and which will continue to be fully implemented.
2. UNDP agrees to take timely and appropriate action to investigate credible allegations of fraud and corruption and, if an investigation confirms the allegations, to give timely consideration to appropriate action including sanctions and recovery of funds, in

accordance with UNDP's Rules. In respect of such amount which UNDP has been able to recover, such amount will be returned to the Embassy.

3. UNDP will keep the Embassy informed, through its regular reporting to the Executive Board as mandated by the Executive Board, of its investigation function and related activities including outcomes of investigations and action taken, results of the implementation of such actions, including where relevant, details of any recovery of funds.
4. No offer, payment, gift, consideration or benefit of any kind, which constitutes or could be construed as an unlawful or fraudulent practice, will be made, either directly or indirectly, as an inducement or reward for the award or execution of this Arrangement.

Paragraph XIII Anti-Terrorism Measures

1. Consistent with numerous United Security Council resolutions, including S/RES/1269 (1999), S/RES 1368 (2001), and S/RES/1373 (2001), both the Embassy and UNDP are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. To this end, UNDP undertakes to use reasonable efforts, within UNDP's Rules, to ensure that none of its core and project resources are used, directly or indirectly, to provide support to individuals or entities associated with terrorism listed on the Consolidated United Nations Security Council Sanctions List (as amended from time to time).

Paragraph XIV Notice

1. Any notice or correspondence between UNDP and the Embassy will be addressed as follows:

- (a) To Embassy of Ireland:

Address: 570 Fehrsen Street, Brooklyn Bridge Office Park, 2nd Floor, Brooklyn, Pretoria, Republic of South Africa

Donor email address: louisa.heneghan@dfa.ie

Attention: Louisa Heneghan

- (b) To UNDP:

UN Building, Corner Khama Crescent & President's Drive,
Government Enclave.

P.O. Box 54, Gaborone, Botswana

Attention: Jacinta Barrins

Paragraph XV Amendment and Review of the Arrangement

1. This Arrangement may be amended through an exchange of letters between the Embassy and UNDP. The letters exchanged to this effect will become an integral part of this Arrangement.

Paragraph XVI Entry into Effect, Duration and Status

1. This Arrangement will enter into effect upon the signature of this Arrangement by the Participants hereto, on the date of the last signature and will remain in effect for twelve months (1 September 2019 to 31 August 2020) unless terminated in accordance with Paragraph VII.
2. This Arrangement is not eligible for registration as a treaty under Article 102 of the UN Charter

SIGNED in two copies in the English language.

For and on behalf of the Minister for Foreign Affairs and Trade of Ireland:

(Name) Paula Molloy
(Title) Deputy Head of Mission, Embassy of Ireland
(Date)
(Signature)

For the United Nations Development Programme:

(Name) Jacinta Barrins *Jacinta Barrins*
(Title) UNDP Resident Representative
(Date) *12/9/2019*
(Signature) *Jacinta Barrins*

Annexures

Annex A Project Documents (Proposal)

Annex B Workplan and Budget

Annex A Project Document

EMPOWERING CHIEFS TO PREVENT AND ADJUDICATE GENDER-BASED VIOLENCE IN BOTSWANA

September 2019 – December 2020

Summary

There are currently 429 Customary Courts in Botswana and approximately **80%** of cases are dealt with in the customary courts system. The Minister of Local Government and Rural Development (MLRG) (through the Department of Tribal Administration) is responsible for the guidance and supervision of the Customary Courts.

This Project proposal has two key objectives:

- 1. to train all 549 *Dikgosi* (chiefs) at all 429 Customary Courts in Botswana in the prevention and response of gender- based violence; and**
- 2. to train an existing cohort of 8 trainers at Department of Tribal Administration to conduct GBV training for *Dikgosi*.**

These objectives arise from the resolutions of the 2018 Gender Pitso (Forum) for *Dikgosi*¹ and the United Nations Joint Gender Programme on GBV.²

The project proposal will scale up a pilot project that has just started with support from UNDP. The pilot, led by the Gender Affairs Department (GeAD) focuses on designing a tailor made programme for the *Dikgosi* for the specific context of Botswana and training of the first cohort of 30 chiefs.

The training programme has two main pillars as follows:

- **Prevention:** starting with the role of the individual, the couple, the family, the community and the chiefs; and
- **Response:** the role of police, courts, health and physiological support amongst others.

UNDP is funding the design of the programme and the training of the first cohort of 30 chiefs. This proposal is to upscale this pilot to ensure that all 549 *Dikgosi* in Botswana are trained through adopting a Training of Trainer (ToT) approach. The ToT approach will involve GeAD and UNDP training an existing cohort of trainers in the Department of Tribal Administration (DTA) (which has oversight of *Dikgosi* and is responsible for their professional development) and transferring the skills to conduct GBV training for new *Dikgosi*, to DTA. An implementation plan, to be developed jointly by GeAD and DTA, will guide the roll out and the activity will be integrated into the DTA Training Plan.

This proposal will contribute to Botswana's achievement of the Sustainable Development Goal (SDG) 5, targets 1 and 2 namely:

¹ To conduct regular training on gender and development including GBV, gender responsive laws etc and integrate GBV and gender equality issues into *Dikgosi* induction sessions.

² Training of service providers, *Dikgosi*, on the law, in line with the GBV standards, policies and laws including upscaling of the GBV referral system and addressing child abuse.

5.1: End of all forms of discrimination against all women and children, and
5.2 Eliminate all forms of violence against all women and girls in the public and private spheres including trafficking and sexual and other types of exploitation.

16.1 Significantly reduce all forms of violence and related death rates everywhere

16.3 Promote the rule of law at the national and international levels and ensure equal access to justice for all

16.B Promote and enforce non-discriminatory laws and policies for sustainable development.

Training the *Dikgosi* is an excellent entry point given their key role in community strengthening, community resilience and ensuring the sustainable livelihoods of their communities. *Dikgosi* also preside over Customary Courts which handle gender-based violence cases. As community leaders and custodians of the customary law, *Dikgosi* are an essential partner in the prevention and resolution of gender-based violence in Botswana.

Alignment with Ireland's International Development Policy and funding criteria

The proposal is closely aligned with Ireland's Policy for International Development: A Better World, which commits to intensifying work on women, peace and security and gender-based violence. The project is innovative; it will be the first time that all 429 Customary Courts in Botswana will have been trained to prevent and resolve gender-based violence.

Legal context

Botswana has a dual judicial system based on both customary law and common / Roman Dutch law. Both systems have established court systems to adjudicate disputes. The Customary Courts have a very broad jurisdiction, which includes adjudicating disputes in GBV cases that are brought before the courts. A Kgosi, or chief, is the tribal leader with the authority to preside over cases at the Customary Courts. *Dikgosi*, or chiefs, adjudicate based on inherited customary laws, cultural practices, norms and values of a particular population. *Dikgosi* also play the key role in promoting and protecting the strength and resilience of the community and provide traditional mediation and counselling on domestic violence. Often this is not done in accordance with the legal framework of Botswana, which can be at odds with cultural norms and practices which form the basis of customary law.

Legal representation is not allowed at the customary courts, so people who appear are not independently represented by a legal practitioner who would be able to inform the court of the legal position in Botswana and the requirements of the Convention on the Elimination of all Forms of Discrimination Against Women (CEDAW), the Constitution or relevant laws including the Domestic Violence Act and the Penal Code. There is divergence between CEDAW (which Botswana has ratified), the Domestic Violence Act (2008) and customary law and practice on the issue of marital relations, gender relations and domestic violence. Customary law evolves and responds to changes in social and cultural norms which can be heavily influenced and guided by *Dikgosi*.

GBV prevalence and Government's response

Despite the efforts put in place by Government, especially the enabling legal and policy environment, there are numerous challenges related to limited GBV prevention efforts, inadequate protection of GBV survivors, slow prosecution and gender/child insensitive cases management, weak coordination of GBV interventions, and limited data management and research on GBV

The prevalence of GBV in Botswana is high. The Botswana Relationship Study (2017) reveals that, of all the respondents interviewed:

- Thirty seven percent of women reported experiencing some form of GBV at least once while 30% men conceded to perpetrating GBV in their lifetime.
 - Twenty one percent men reported experiencing some form of GBV at least once while 12% women conceded to perpetrating GBV in their lifetime.
- Thirty seven percent of ever-partnered women and 18% of ever partnered men experienced some form of intimate partner violence. The most commonly experienced form of IPV is emotional IPV followed by physical, economic, and sexual IPV.³

Patriarchal attitudes are a significant underlying factor driving the incidence of GBV in Botswana. While women and men affirm gender equality in the public domain this has not translated in their private lives particularly in their intimate relationships.

The Government has taken legislative and policy measures to combat violence against women and girls including the adoption of the National Strategy Towards Ending Gender Based Violence in Botswana (2014 – 2020) and the Domestic Violence Act (2008). The National Development Plan 11 (2017-2023) includes gender mainstreaming and the prevention of gender-based violence.

The National GBV Strategy commits to strengthening the capacity of law enforcement officers and judicial staff to ensure effective implementation, enforcement and compliance with policies and laws and service providers will be capacitated to provide social protection and paralegal support.

The National GBV Strategy recognizes the Customary Courts as the custodians of the customary justice system. The Strategy sees partnerships with the Customary Courts as essential to harmonise customary and common law. The Implementation Plan for the Strategy includes awareness workshops for traditional leaders on human and legal rights.

Botswana adopted the Domestic Violence Act in 2008. It establishes a framework of protective orders available in situations of domestic violence, which can be granted by magistrates and enforced by the police. The Domestic Violence Act criminalizes breach of these orders and also enables arrest warrants to be issued in cases of imminent danger. The courts, including Customary Courts, administer justice on behalf of GBV survivors or their relatives in incidents where the GBV victim results in death.

³ *Relationship Study (2017)*, p. 47.

In its Concluding Comments to Botswana in March 2019, the CEDAW Committee recommended that the Government of Botswana “Strengthen the judicial system including through additional financial, technical and specialized human resources, with a view to handling cases in a timely, gender-sensitive and non-discriminatory manner; and ensure that all cases of gender-based violence against women are promptly and effectively investigated and that perpetrators are prosecuted and adequately punished.”

Current activities

The UN agencies

Ending violence against women and children is a key area of focus for the UN given its high prevalence so a number of initiatives as follows:

- UN Joint Gender Programme on Gender Based Violence: A UN Joint Gender Programme on Gender Based Violence was developed and rolled out focusing on Prevention and Response (2018-2020).
- The UN guided the Ministry of Health and Wellness to adapt the clinical management of intimate partner violence Handbook for use by Health workers to ensure proper services are available for victims of GBV.
- UN Day Celebration: The UN agencies celebrated the UN Day commemoration 2018 with the Government under the theme *I walk for Change: Stop Violence against Women*. The agencies conducted many events prior to the day to ensure that the country was talking about the topic at every level. The event attracted over 500 participants and was broadcast by the Botswana Television. This galvanised support and momentum for GBV prevention and response advocacy efforts by Government and other stakeholders. It triggered other such walks led by Government and other GBV stakeholders in the weeks that followed.
- 16 days of Activism Campaign: The UN using the model of the UN day supported the government to conduct a similar but larger event to launch the 16 days campaign of Activism against Violence on Women and Children. The campaign that was launched by His Excellency the President of the Republic of Botswana, Dr M.E.K Masisi. The First Lady and a number of Ministers joined walks that were held through various parts of the city. The first Lady has since become very active in advocating for an end to Gender Based violence. This momentum focusing on GBV needs to continue in order to have a sustainable impact and engaging chiefs is one critical element of this momentum.

UNDP and One UN Approach

The comparative advantage of UNDP undertaking this project is its mandate in relation to governance, access to justice and gender. To fulfill the aims of UNDP's Strategic Plan with the multi-dimensionality and complexity that the 2030 Agenda demands, UNDP is implementing six cross-cutting approaches to development, known as Signature Solutions. Two of its signature solutions are Governance for Just, Peaceful and Inclusive Societies and Women's Empowerment and Gender Equality.

The existing UNDP Botswana Project on "Support to the Fulfilment of Human Rights, Access to Justice and the Empowerment of Youth and Women Project (2018 – 2021)" is an existing programme jointly chaired by UNDP and the Office of the President and includes the Department of Tribal Administration and GeAD as implementing partners. The Project is advising Government on the Governance, Peace and Security Pillar of the NDP11 and is well placed to ensure close alignment between project activities and Government's needs and objectives.

This Dikgosi training project integrates well with the other gender related activities in the Project including support to Legal Aid Botswana to increase knowledge of legal rights, including in relation to GBV and support for a gap analysis of the legal framework for women in Botswana (including GBV). The project integrates with support to the Department of Tribal Administration to improve the quality of administration of justice by Dikgosi and Youth Dialogues (including dialogues on GBV).

Under the United Nations Joint Gender Programme (2019 – 2021), UNDP is supporting the GeAD to develop a tailor made programme on the Prevention of Gender Based Violence for Dikgosi. A copy of the Table of Contents for the programme is attached as **Annex 1**.

The training includes modules on:

- harmful cultural practices;
- gender-based violence prevention;
- the role of the individual and self- reflection and control in prevention
- the role of the community in ensuring accountability and the role of *Dikgosi* in ending violence against women;
- customary law and how *Dikgosi* can work with service providers and law enforcement to address violence against women.

The programme will be rolled out over a three-day period, in each of the 10 districts. The training course will be developed by the consultants and the first batch of chiefs (30) trained by the 30 September 2019. The cohort of 8 Department of Tribal Administration trainers will be trained by 30 November 2019 and the ToT programme to train the remaining 519 Dikgosi will be completed by 31 December 2020.

The pilot project was designed to fill the gap in the systematic and comprehensive training of Dikgosi, noting the GeAD recently reported progress against its training target for Dikgosi as follows:

“Capacity building and engagement with Dikgosi as well as other community leaders continue through various fora including regular briefs for the Ntlo-ya-Dikgosi, Mini Bogosi Pitso, and the GBV Referral System. In 2014, two of Dipitso were held in Tsabong and Kasane. In addition, community leaders’ capacity building workshops precede major events such as commemorations of international days observed for gender.”

The roles of other UN agencies in relation to GBV is clearly set out in the Joint Gender Programme to ensure complementarity and coherence. Other activities under that Programme, such as the Relationship Study, the Gender Policy (2015) supported by UNDP and the GBV referral system all underpin and support the Dikgosi initiative as proposed.

Upscaling the Pilot

This proposal is to scale up the current pilot project in two ways:

1. To train 8 Department of Tribal Administration trainers on the GBV course who will in turn train the chiefs. This will foster a partnership between the Department of Gender Affairs and the Department of Tribal Administration (which is responsible for the Customary Courts) and ensure sustainability.
2. To train a total of 549 Dikgosi (30 in the UNDP funded pilot and 519 under this scaled up project), to reach all 429 Customary Courts in Botswana.

Fostering the partnership between Government Departments to address gender-based violence is consistent with the National Strategy and will encourage sustainability of the training. If trainers in the Department of Tribal Administration are trained to train *Dikgosi* in gender-based violence, the training can be conducted on an ongoing basis and will be integrated into the training plan for the Dikgosi.

The three-day training programme will be conducted in 10 Districts under the leadership of the Departments of Tribal Administration and GeAD. There are 16 Districts in Botswana in total and some Districts will be combined for the purpose of training.

Although lawyers are not permitted in Customary Courts, people can seek legal information and advice from Legal Aid Botswana so that they know their rights. Public knowledge of rights regarding GBV will be increased by distribution of Legal Aid Botswana pamphlets in each Customary Court. The pamphlets were produced by UNDP and Legal Aid Botswana in 2018 and they will be translated into Setswana in 2019.

Progress on project up-scaling will be monitored through existing platforms such as the bi-annual Project Board Steering Committee meetings for the Human Rights Access to Justice and Empowerment of Youth and Women Project, co-chaired by the Office of the President and UNDP. Close attention will be given to the results framework indicators which will be used as a yardstick to measure the extent of achievement of the initiative. Furthermore, progress and achievements will be used as an input to the end of Year reporting for UNDP, highlighting the extent to which the country office is investing in the gender related work as per the corporate compliance requirement and the national development plan KPIs. The M&E actions will be done jointly with the Tribal Administration and Gender Affairs Departments to ensure ownership and accountability by national partners.

Sustainability

The training package will be sustained financially and technically within Government as follows:

1. In house capacity build in DTA to conduct the training on an ongoing basis;
2. Training materials developed, translated and published;
3. Integration of the training requirement into the DTA training plan so that it is costed and budgeted annually, and implementation is monitored through existing Government mechanisms;
4. Development of a Joint Implementation Plan with GeAD and DTA so that cost allocation between Departments and Ministries can be agreed in advance and each Ministry can budget accordingly.

	including responsibilities, timeframes.	roles,												
Sub-total													22,080.00	
Output 2: Enhanced capacities of Dikgosi to effectively adjudicate over GBV related cases														
BIT	Activities	Responsible	Q3	Q4	Q1	Q2	Q3	Q4	Budget US\$					
BL: I: Number of Dikgosi trained T(2020): 549	Training conducted in 10 Districts for 519 Dikgosi at 429 Customary Courts (3 days X 10 Districts)		X	X	X	X	X		132,500.00					
Sub-total									132,500.00					

Output 3: Public knowledge of legal rights and remedies for GBV increased

BIT	Activities	Responsible	Q3	Q4	Q1	Q2	Q3	Q4	Budget US\$
	Legal Aid Botswana pamphlet on GBV (developed in 2018) re-printed in Setswana	UNDP	X	X	X				4,000.00
	I: Extent of access by the public to GBV related materials T(2020): High	Pamphlets distributed widely through the training programme at all 429 Customary Courts so that people know their rights.							0
	Sub-total								158,580.00
	GMS+UN reform Levy								12,686.00
	Total								171,266.00

Budget note: This budget is the total funds requested from Ireland; no other donors are supporting the initiatives including staffing and overheads; Government may make in kind contributions and co-contributions. UNDP will pay all management and other costs.