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Resilient nations.

Low Value Grant Agreement

1. Country: HAITI	
2. Recipient Institution: FONDASYON JE KLERE (FJKL) incorporated under the laws of Ministère de l'Interieur with address at 153, Ave John Brown, Port-au-Prince, Haiti, Ht 6114	
3. Project Number and Title: Programme Conjoint État de Droit – 0097737/00102860	
4. Implementation Period: Mai – Juin 2020 (période de 8 semaines)	
5. Budget: Up to the amount of 15,000 USD or the equivalent to : HTG 1,463,340 (Un million quatre cent soixante trois mille trois cent quarante gourdes haitiennes)	
6. Schedule of Disbursement of Funds to Recipient Institution:	
<u>Disbursement Date/Milestone</u>	<u>Amount</u>
90% à la signature de l'accord	13,500 USD (1,317,006 HTG)
10% à la soumission du rapport final	1,500 USD or (146,334 HTG)
7. Information for Recipient Institution Bank Account into Which Funds Will Be Disbursed:	
Account Name: FONDASYON JE KLERE (FJKL)	
Account Title: N/A	
Account Number: 250-1021-0154-0738	
Bank Name: UNIBANK	
Bank Address: 183,Ave Martin Lutherking,Turgeau	
Bank SWIFT Code: UBNKHTPP	
Bank Code: N/A	
Routing instructions for disbursements: N/A	
8. Notices to Recipient Institution:	9. Notices to UNDP:
Name: Marie Yolène Gilles	Name: Fernando Hiraldo
Address:153, Ave John Brown, Port-au-Prince, Haiti, HT 6114	Address: 14, rue Reimbold, Bourdon, Port-au-Prince,Haiti
Tel: (509) 4873 4727/3728 8466	Tel: +509 28140260
Fax: N/A	Fax:
Emai : fjkf@fjkl.org.ht / ygilles@fjkl.org.ht	Email: fernando.hiraldo@undp.org
10. Signed for FONDASYON JE KLERE (FJKL) by its Authorized Representative	
Date: <u>11-May-2020</u>	Signature: <u>Marie Yolene Gilles</u>
Name: Marie Yolene Gilles	Title: Executive Director
11. Signed for the United Nations Development Programme by its Authorized Representative	
Date: <u>8 mai 2020</u>	Signature: <u>Fernando Hiraldo</u>
Name: Fernando Hiraldo	Title: Resident Representative

The following documents constitute the entire Agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:
this face sheet ("Face Sheet")
Standard Terms and Conditions
Annex A – Accepted Grant Proposal
Annex B – Reporting Format
Annex C – Project Document for the Project funding this Grant Agreement

STANDARD TERMS AND CONDITIONS

This **Low Value Grant Agreement** (hereinafter referred to as the "Agreement") is made between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), and the Recipient Institution named in block 2 of the Face Sheet (the "Recipient Institution," and together with UNDP, the "Parties").

WHEREAS, UNDP [is the Implementing Partner] *or* [provides support services to {name of partner}, the Implementing Partner]¹ of the project named in block 3 of the Face Sheet (hereinafter referred to as "the Project") and more specifically described in the project document [Insert project number and title] attached as **Annex C** (the "Project Document"), implemented at the request of the Government of the country named in block 1 of the Face Sheet;

WHEREAS, UNDP desires to provide funds to the Recipient Institution in the context of the Project for the purposes of undertaking the activities in the accepted Grant Proposal (the "Funds"), and on the terms and conditions hereinafter set forth; and

WHEREAS, the Recipient Institution is ready and willing to accept such Funds from UNDP for the activities (the "Activities") described in the accepted Grant Proposal in **Annex A** (the "Proposal") on the terms and conditions hereinafter set forth in this agreement;

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 Responsibilities of the Recipient Institution

1.1 The Recipient Institution agrees to undertake the Activities and achieve the deliverables described in the accepted Proposal (Annex A) with due diligence and efficiency, pursuant to the schedule set forth in the Proposal, and in accordance with the terms and conditions of this Agreement. The Activities must be undertaken in a manner consistent with the regulations, rules, policies and procedures of UNDP, and in accordance with the Project Document which forms an integral part of this Agreement. Funds provided pursuant to this Agreement shall be prudently managed by the Recipient Institution and used solely for the Activities to produce results specified in the Proposal.

1.2 The Recipient Institution agrees to reach the performance targets (the "Performance Targets") as indicated in the accepted Proposal. If the Recipient Institution fails to meet its responsibilities outlined in this Agreement, or to attain at least 70% of any one Performance Target for any given year, then this will be considered grounds to suspend any further disbursement of Funds. The suspension shall remain in effect until the Recipient Institution has achieved the relevant Performance Targets.

1.3 The Recipient Institution shall inform UNDP about any problems it may face in attaining the objectives agreed upon.

¹ Select only the relevant option and delete the other

2.0 Duration

2.1 This Agreement, prepared in two originals, shall become effective on the date of its signature by both the Recipient Institution and UNDP, acting through their duly Authorized Representatives, indicated in blocks 10 and 11 of the Face Sheet, and expire on the Implementation Period end date indicated in block 4 of the Face Sheet, unless earlier terminated pursuant to Article 6.4 or 7.9 below.

3.0 Payments

3.1 Subject to the express terms of this Agreement, UNDP shall provide Funds to the Recipient Institution in an amount not to exceed the amount set forth in block 5 of the Face Sheet according to the schedule set out in block 6 of the Face Sheet. Payments are subject to the Recipient Institution meeting the Performance Targets.

3.2 All payments shall be deposited into the Recipient Institution's bank account, the details of which are set forth in block 7 of the Face Sheet.

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 Recipient Institution in the performance of the Activities under this Agreement.

4.0 Records, Information and Reports

4.1 The Recipient Institution shall maintain clear, accurate and complete records in respect of the Funds received under this Agreement. Upon completion of the Activities, or the termination of this Agreement, the Recipient Institution shall maintain the records for a period of at least five (5) years.

4.2 The Recipient Institution shall furnish, compile and make available at all times to UNDP any records or information, oral or written, which UNDP may reasonably request in respect of the Funds received by the Recipient Institution.

4.3 The Recipient Institution shall provide progress reports ("Performance Reports") including financial and narrative information, to UNDP at least 30 days before the expected release of the next tranche or at least annually within 30 days after the end of year until the activities have been completed. The Performance Report, including the financial reporting component, shall follow the format in **Annex B** and shall include certification by the Recipient Institution's representative with institutional responsibility for financial reporting, including the certification date.

4.5 Within [X, but no more than 60] days after completion of the Activities, the Recipient Institution shall provide UNDP with a final financial and narrative report with respect to all expenditures made from such Funds and indicating the results achieved, utilizing the reporting format contained in **Annex B**.

4.6 All further correspondence regarding the implementation of this Agreement should be addressed to the addresses set forth in blocks 8 and 9 of the Face Sheet, as applicable.

5.0 Audits and Investigations

5.1 Notwithstanding the above, UNDP shall have the right to audit or review the Recipient Institution's related books and records as it may require, and to have access to the books and record of the Recipient Institution, as necessary.

5.2 The Recipient Institution acknowledges and agrees that, at any time, UNDP may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the Recipient Institution generally. The right of UNDP to conduct an investigation and the Recipient Institution's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement.

5.3 The Recipient Institution shall provide its full and timely cooperation with any such inspections, audits or investigations. Such cooperation shall include, but shall not be limited to, the Recipient Institution's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Recipient Institution's premises at reasonable times and on reasonable conditions in connection with such access to the Recipient Institution's personnel and relevant documentation. The Recipient Institution shall require its agents, including, but not limited to, the Recipient Institution's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, audits or investigations carried out by UNDP hereunder.

5.4 UNDP shall be entitled to a refund from the Recipient Institution for any amounts shown by such audits and investigations to have been used by the Recipient Institution other than in accordance with the terms and conditions of the Agreement. The Recipient Institution also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the Funds for the Activities, shall have direct recourse to the Recipient Institution for the recovery of any Funds determined by UNDP to have been used in violation of or inconsistent with this Agreement and/or the Proposal.

6.0 Representations and Warranties

6.1 The Recipient Institution represents and warrants that:

(a) it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof to any representative, official, employee, or other agent of UNDP.

(b) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is

likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

(c) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

(d) it shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Recipient Institution to perform any services under the Agreement. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Recipient Institution shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person. UNDP shall not apply the foregoing standard relating to age in any case in which the Recipient Institution's personnel or any other person who may be engaged by the Recipient Institution to perform any services under the Agreement is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such personnel or such other person who may be engaged by the Recipient Institution to perform any services under the Agreement.

(e) neither it, its parent entities (if any), nor any of the Recipient Institution's subsidiary, affiliated entities (if any), suppliers and subcontractors is engaged in any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999.

6.2 The Recipient Institution shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

6.3 The Recipient Institution acknowledges that it has read the Project Document attached hereto as Annex C, including the section entitled "Risk Management". The Recipient Institution hereby agrees that in undertaking the Activities in the Proposal, it will be bound, *mutatis mutandis*, by the obligations and agreements set forth in the Project Document as applicable to the Implementing Partner of the Project.

6.4 The Recipient Institution acknowledges and agrees that the provisions of this Article 6.0 constitute an essential term of the Agreement and that breach of any such representation and warranty or covenant shall entitle UNDP to terminate the Agreement immediately upon notice to

the Recipient Institution, without any liability for termination charges or any other liability of any kind.

7.0 General Provisions

7.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between the Parties, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

7.2 The Recipient Institution shall carry out all Activities described in the Proposal with due diligence and efficiency. Subject to the express terms of this Agreement, it is understood that the Recipient Institution shall have exclusive control over the administration and implementation of the Activities and that UNDP 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 the Activities shall be subject to review by the Project's Steering Committee/Project Board. If at any time the Steering Committee/Project Board is not satisfied with the quality of work or the progress being made toward achieving such goals, the Steering Committee/Project Board may advise UNDP to: (i) withhold payment of Funds until in its opinion the situation has been corrected; or (ii) declare this Agreement terminated by written notice to the Recipient Institution as described in Article 7.9 below; and/or seek any other remedy as may be necessary. The Steering Committee/Project Board'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 Recipient Institution insofar as further payments are concerned.

7.3 UNDP undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel undertaking Activities under this Agreement. Such responsibilities shall be borne by the Recipient Institution.

7.4 The rights and obligations of the Recipient Institution are limited to the terms and conditions of this Agreement. Accordingly, the Recipient Institution 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.

7.5 The Recipient Institution shall be fully responsible for all services performed by its personnel, agents, employees, contractors, subcontractors and any other party undertaking Activities in relation to implementing the Proposal on behalf of the Recipient Institution (hereinafter referred to as "Recipient Institution Personnel") and shall ensure that all of its obligations under this Agreement extend to the Recipient Institution Personnel. The Recipient Institution may not assign, transfer, pledge, or make any other disposition of the Agreement, of any part of it, or of any of its rights, claims or obligations under the Agreement, except with the prior written authorization of UNDP. Any authorized assignee or transferee shall be bound by the terms and conditions of this Agreement. The Recipient Institution may not use the services of subcontractor(s) unless prior written authorization is granted by UNDP. If such authorization is granted, the Recipient Institution shall ensure that such subcontractor(s) do not use further tiers of subcontractors, unless

prior written authorization is granted by UNDP. Any authorized subcontractor shall be bound by the terms and conditions of this Agreement. The use of subcontractors shall not relieve the Recipient Institution of any of its obligations under this Agreement.

7.6 The Recipient Institution shall indemnify, hold and save harmless, and defend at its own expense, UNDP, its officials and persons performing services for UNDP, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to the acts or omissions of the Recipient Institution, Recipient Institution Personnel or other persons hired for the management of the present Agreement and the Project. The Recipient Institution shall be responsible for, and deal with all claims brought against it by any Recipient Institution Personnel.

7.7 If provided for in the Project Document (or if otherwise agreed between UNDP and the Government of the country named in block 1 of the Face Sheet), assets and equipment purchased with the Funds will become the property of the Recipient Institution. The Recipient Institution shall be responsible for substantive and financial reporting on its use of the Funds to the Steering Committee set up to oversee grant making and/or the implementing partner, as defined in the Project Document. The assets and equipment shall be used for the purpose indicated in the Proposal throughout the period of this Agreement. Procurement of goods, services and technical assistance required under the Proposal will be conducted by the Recipient Institution in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

7.8 Ownership of patent rights, copyrights, and other similar rights ("Intellectual Property Rights") to any discoveries, inventions or works resulting from implementation of the Activities under this Agreement shall vest in the Recipient Institution. Nonetheless, the Recipient Institution shall grant UNDP a perpetual, irrevocable, world-wide, non-exclusive and royalty-free license to use, reproduce, adapt, modify, distribute, sub-license and make use of such Intellectual Property Rights, including the ability to further license to program country governments in accordance with the requirements of the agreement between the UNDP and the government(s) concerned.

7.9 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 Recipient Institution shall promptly return any unutilized Funds to UNDP.

7.10 The Recipient Institution acknowledges that UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. Although project related documents may indicate a total amount of funds that could be available for this Recipient Institution, actual disbursements will be based upon the Recipient Institution meeting the Performance Targets. If any of the Funds are returned to UNDP or if this Agreement is rescinded, the Recipient Institution acknowledges that UNDP will have no further obligation to the Recipient Institution as a result of such return or rescission.

7.11 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 or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the Parties hereto.

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

7.13 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNDP.

7.14 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties. The Recipient Institution may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the Recipient Institution will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

7.15 The Recipient Institution shall only use the name (including abbreviations), emblem or official seal of the United Nations or UNDP in direct connection with the Activities under this Agreement and upon receiving prior written consent of UNDP. Under no circumstances shall such consent be provided in connection with the use of the name (including abbreviations), emblem or official seal of the United Nations or UNDP for commercial purposes or goodwill.

7.16 The provisions of Article 4.1, Article 5.0, and Articles 7.3, 7.6, 7.7, 7.8, 7.12, 7.13, 7.14 and 7.15 shall survive and remain in full force and effect regardless of the expiry of the Project Implementation Period or the termination of this Agreement.

ANNEX A

Low Value Grant Proposal

TO BE PREPARED BY THE RECIPIENT INSTITUTION. THIS PROPOSAL WILL BE SUBMITTED TO THE STEERING COMMITTEE/PROJECT BOARD FOR APPROVAL

Project Number: 0097737/00102860

Date: 04/20/2020

Project Title: Sensibilisation sur le Covid-19 dans les prisons et sur la situation des policiers, policières, détenus et les agents pénitentiaires en matière de droits humains.

Name of the RECIPIENT INSTITUTION: FONDASYON JE KLERE (FJKL)

Total Amount of the Grant: 15,000 USD or the equivalent HTG 1,463,340

1- PURPOSE OF THE GRANT

Contexte

La Fondasyon Je Klere (FJKL) a l'expérience de monitoring de la situation générale dans les prisons, laquelle est caractérisée par une surpopulation carcérale et une carence certaine en matière d'hygiène. L'avènement du COVID-19 représente un risque élevé pour les détenus-es et les agents pénitentiaires évoluant dans ce climat. D'où la nécessité de réaliser ce projet en vue de :

- Sensibiliser les agents pénitentiaires, les agents de la PNH et les détenus-es sur la stigmatisation et la non-discrimination dans le contexte de pandémie du COVID-19 à l'aide de spots radios, spots audios et dépliants ;
- Engager des actions de lutte contre la stigmatisation et la non-discrimination envers les détenus-es et agents pénitentiaires dans l'univers carcéral à travers des focus groupes ;
- Sensibiliser les agents pénitentiaires, les agents de la PNH et les détenus-es sur les gestes barrières contre le COVID-19 au cours des focus groupes.

2- PROPOSED ACTIVITIES AND WORK PLAN

- Spots publicitaires ;
- Campagne d'éducation et de sensibilisation à travers les réseaux sociaux et médias ;
- Réalisation de focus groupes pour des détenu(e)s et des agents pénitentiaires dans les prisons de Cabaret, de Croix-Des-Bouquets et au commissariat de Marché Salomon;
- Distribution de kits sanitaires dans les prisons (masque, hand sanitizer) ;
- Distribution de matériels éducatifs sur les gestes barrières ;
- Les focus groupes permettront de former et sensibiliser Mille huit cent cinquante-quatre (1854) agents , détenus-es dans les prisons de Cabaret, Croix-des-Bouquets et le Commissariat de Marché Salomon à travers cent soixante (160) focus groupes. De strictes mesures sanitaires seront respectées lors de la conduite de ces focus groupes, à savoir le port obligatoire de masques et gants pour les animateurs et participant(e)s, vareuses pour les animateurs, distribution de hand sanitizer et le respect de la distanciation des personnes à 2 mètres de chacun (e). Ainsi, les consignes de l'OMS seront respectées.
- La surveillance (monitoring) de la distribution de matériels sanitaires (distribution sans discrimination, de manière équitable, la bonne utilisation des matériels et vérification des quantités, rapport sur tout besoin additionnel requis).
- Il est important de signaler ici qu'il y aura deux types de sensibilisation : La sensibilisation dans le milieu carcéral et de la population par rapport à la condition des détenues , d'une part et d'autre part, une sensibilisation sur les conditions spécifiques des femmes et des filles dans le contexte de COVID-19, notamment sur l'augmentation des violences faites aux femmes.

- Activités adressant les besoins et l'impact spécifiques de la pandémie sur les femmes et les filles – Interventions à la Prison Civile de Cabaret ; en plus des activités susmentionnées qui seront mises en œuvre dans la prison de Cabaret également, un accent additionnel sera accordé à développer le sens de la solidarité chez les détenues et renforcer à travers des focus groupes leur capacité de revendiquer dans toute éventualité de discrimination et de violations de leurs droits et besoins spécifiques.

WORK PLAN

PLANNED ACTIVITIES ¹	Timeline ²				Planned Budget for the Activity (in grant currency) ³
	Semaines 1-2	Semaines 3-4	Semaines 5-6	Semaines 7-8	
1.1 Rencontres de coordination avec Direction de l'Administration Pénitentiaire (DAP), Office de Protection de citoyens (OPC) et Institut Mobile d'éducation (IMED)	X				HTG 48,778
1.2 Prospection - conception et impression de dépliants - conception et préparation de spots publicitaires audios	X				HTG 121,945
1.3 Achat de matériels divers de protection (gants, vareuses, hand sanitizer, masques, alcool..)	X				HTG 487,780
1.4 Campagne de sensibilisation à travers les médias traditionnels et les réseaux sociaux - Réalisations de focus groupes		X	X	X	HTG 414,613
1.5 Réalisation de focus groupes dans les prisons de Cabaret, Croix-des-Bouquets et le commissariat du Marché Salomon		X	X	X	HTG 292,668
1.3 Suivi et Evaluation – Préparation du rapport narratif et financier				X	HTG 97,556
Total					HTG 1,463,340

1 State what activities will be completed with the grant Funds. Use as many activity lines as necessary

2 Define the time periods relevant for the grant and indicate when specific activities are expected to be completed. Typically, time periods relate to when the tranches of Funds are released (i.e., quarterly, six monthly, annually) Use as many time periods as necessary.

3 Indicate the budget amounts in the grant currency.

3- PERFORMANCE TARGETS

State the indicators for measuring results that will be achieved using the grant. At least one indicator is required. More can be used if useful to more fully measure the results that are expected to be achieved:

INDICATOR(S)	DATA SOURCE	BASE LINE	MILESTONES				
			Semaines 1-2	Semaines 3-4	Semaines 5-6	Semaines 7-8	FINAL TARGET
1.1 Nombre de détenus et d'agents pénitentiaires sensibilisés sur le COVID-19 en matière de droits humains et de gestes barrières (désagrégé par genre)	Prison civile de Croix-des-Bouquets	0		530	530	529	1589
1.2 Nombre de détenues et d'agents pénitentiaires sensibilisés sur le COVID-19 en matière de droits humains et de gestes barrières (désagrégé par genre)	Prison civile de Cabaret	0		100	100	35	235
1.3 Nombre d'agents de la PNH sensibilisés-es sur le COVID-19 en matière de droits humains et de gestes barrières (désagrégé par genre)	Sous-Commissariat du Marché Salomon	0		10	10	10	30
TOTAL							1,854

4- RISK ANALYSIS:

Indicate relevant risks to achieving the grant objectives and mitigation measures that will be taken. Risks include security, financial, operational, social and environmental or other risks.

Risk	Risk rating* (High/Medium/Low)	Mitigation measures
Sécurité	Risque Élevé	Utilisation de véhicules non identifiés, diminution du nombre d'occupants dans les véhicules, monitoring des consignes de sécurité et des médias officiels et contact avec la PNH pour identifier les zones à risque avant tout déplacement
Financier	Risque Faible	Gestion stricte du budget par l'expert comptable travaillant à la Fondasyon Je Klere
Environnemental	Risque Élevé	Utilisation des gestes barrières et de matériels de protection (acquisition par FJKL) par les intervenants-es de la FJKL et les bénéficiaires ciblés dans la mise en œuvre des activités. Les consignes de l'OMS seront strictement observées.

*The risk rating is based on a reflection of the likelihood of the risk materializing and the consequence it will have if it does occur.

5- GRANT BUDGET OF RECIPIENT INSTITUTION

PERIOD COVERING FROM April, 29th TO June, 29th

General Category of Expenditures	Tranche 1	Tranche 2	TOTAL
Personnel	73,167	24,389	97,556
Transport	100,000	46,334	146,334
Fournitures, matériels de bureau	24,389	24,389	48,778
Formations pour les intervenants-es	90,000	7,556	97,556
Matériels de sensibilisation	487,780		487,780
Sensibilisation dans les médias	487,780		487,780
Divers (frais divers et imprévus)	90,000	7,556	97,556
TOTAL	HTG 1,356,116	HTG 110,224	HTG 1,463,340

* *Please note that all budget Lines are for costs related only to grant Activities.*

** *These budget categories and number of tranches are suggested guidelines. The Recipient may choose alternates which more accurately reflect their expense items and needs.*

*** *Add as many tranches columns as necessary*

Annex B**REPORTING FORMAT****THE NARRATIVE AND THE FINANCIAL REPORT TO BE PREPARED BY THE RECIPIENT INSTITUTION.****Recipient Institution:** _____

Year _____

Period covering this report:

- This report must be completed by the Recipient Institution and accepted by UNDP
- The Recipient Institution must attach any relevant evidence to support the activities reported
- The information provided below must correspond to the information that appears in the financial report
- Attach the accepted grant proposal to this report

Performance:**1- Workplan Performance** (cumulative, including the current period)

COMPLETED ACTIVITIES	Timeline ²				Planned Budget for the Activity (in grant currency) ³	Funds Delivered for the Activity (in grant currency)
	T1	T2	T3	T4		
1.1 Activity					\$	
1.2 Activity					\$	
1.3 Activity					\$	
Total					\$	

2- Performance Targets

INDICATOR(S)	Data Source	Baseline	Reporting Period Milestone/Target	Reporting Period Actual Performance Against the Target
1.1				
1.2				

3- Challenges and Lessons Learned:**Financial Reporting:** *Note: Financial reporting can be in local currency but cannot exceed the grant value in USD.

General Category of Expenditures	Budgeted Amount	Actual Expense
Personnel		
Transportation		
Premises		
Training, Workshops, etc.		
Contracts (e.g., Audit)		
Equipment/Furniture (Specify)		
Other [Specify]		
Miscellaneous		
TOTAL		

ANNEX C
PROJECT DOCUMENT



Note justificative pour le financement du projet « Sensibilisation sur le COVID-19 dans les prisons et sur la situation des détenus et les agents pénitentiaires en matière de droits humains » de l'organisation de la société civile Fondasyon Je Klere

Alors que la pandémie du COVID-19 appelle à des politiques de confinement et de quarantaine sans précédent au niveau global, la situation des personnes détenues représente un risque particulièrement important requérant une attention urgente. La surpopulation des prisons et autres lieux de détention, des conditions de détention déplorables et la présence de personnes vulnérables sont des problématiques récurrentes en Haïti et posent une réelle menace d'un point de vue sanitaire, sécuritaire et de respect des droits humains. Les détenus, personnel pénitentiaire et les agents de la PNH font quotidiennement face à la proximité des personnes, l'insalubrité, la malnutrition, la propagation d'autres maladies contagieuses et le manque de matériels d'hygiène et de soins de santé.

Compte tenu de l'attention particulière que cette problématique requière, le Programme Conjoint État de Droit (PCEDD) a décidé d'allouer un financement spécifiquement pour la réponse au COVID-19, de concert avec le bailleur (PSOP Canada) et la Direction de l'Administration Pénitentiaire (DAP), d'une part en appui à la mise en œuvre au plan de contingence de la DAP, et d'autre part en appui aux organisations de la société civile pour effectuer des activités de sensibilisation sur les droits des détenus.

C'est dans ce contexte que le PCEDD soutient une proposition de projet de la Fondasyon Je Klere (FJKL) intitulé « Sensibilisation sur le COVID-19 dans les prisons et sur la situation des détenus et les agents pénitentiaires en matière de droits humains » dont les activités incluent la lutte contre la stigmatisation et la discrimination, la diffusion d'informations sur le COVID-19, incluant l'impact spécifique sur les femmes et les filles, et la distribution de matériels sanitaires au niveau de la prison civile de Cabaret, de la prison civile de Croix-des-Bouquets et du Commissariat de Marché Salomon. Cette proposition de projet s'encadre dans une approche de coordination rapprochée avec la DAP et entre les acteurs effectuant des actions de sensibilisations dans les prisons et autres lieux de détention, incluant l'Office de Protection du Citoyen (OPC), l'Institut Mobile d'Éducation Démocratique (IMED) et d'autres partenaires tel que ONU Femmes. Il doit être noté que le PCEDD soutient une autre proposition adressant les mêmes thématiques avec IMED. Les proposition de FJKL et IMED sont complémentaires car elles ciblent différents lieux de détention et les organisations ont élaboré leurs activités en coordination l'une avec l'autre. L'approche de FJKL avec les focus groupes est aussi particulièrement intéressante, car elle implique l'intervention d'équipes mixtes composées d'experts en droits humains et de jeunes médecins en fin de formation, ceci dans le but d'aborder ces deux thématiques liées au COVID-19 au cours d'une même séance. FJKL s'est aussi engagée à collaborer avec IMED dans la mise à disposition de médecins pour leurs activités de sensibilisation.

Le Programme Conjoint État de Droit soutient le choix de FJKL pour mettre en œuvre ledit projet, tenant compte de la pertinence de la proposition pour la réponse du projet au COVID-19 dans les prisons et autres lieux de détention et de l'expertise et de la notoriété de l'organisation pour son travail au sein des

prisons et des commissariats. En raison des éléments mentionnés ci-dessus, le Programme Conjoint État de Droit recommande d'accorder une subvention pour la mise en œuvre des activités susmentionnées pour un montant de HTG 1,463,340 sur une période de 8 semaines.

Signataire

Adeline Carrier

Adeline Carrier, Chef de l'Unité Gouvernance
PNUD

Stephanie Ziebell

Stéphanie Ziebell, Représentante Résidente Adjointe
PNUD

The following documents constitute the entire Agreement between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:
this face sheet ("Face Sheet")
Standard Terms and Conditions
Annex A – Accepted Grant Proposal
Annex B – Reporting Format
Annex C – Project Document for the Project funding this Grant Agreement

**ANNEX C
PROJECT DOCUMENT**