



**SIGNATURE PAGE**

**Country:**

**SEYCHELLES**

**Country Programme Outcome (s)**

To support the efforts of state and Non State Actors to continue improving and strengthening governance capacity in Seychelles society, with particular emphasis on the area of human (including gender) rights for the sustainable and equitable development of Seychelles

**Expected Output(s)**

- 1) The capacity of the police and prisons and new policy making bodies to understand and consistently adhere to human rights practices and principles in their respective areas of work and areas of influence is reinforced and new programme developed addressing cross cutting governance issues.
- (2) A comprehensive domestically produced report of the status of implementation of the human rights treaties to which the Republic of Seychelles is a signatory is produced and validated.
- 3) A Human Rights National Plan of Action is developed and approved by Government.
- 4) The ability of Non State Actors - and some state actors - to network and forge effective partnerships, participate in, and influence development policy making, notably in areas of good governance in particular Human Rights is strengthened and improved.

**Implementing partner:**

Government of Seychelles/Ministry of Foreign Affairs

**Other Partners:**

Judiciary, LUNGOS, Human Rights Commission, Department of Legal Affairs, Police, Prisons, Ministry of Foreign Affairs and Gender Secretariat.

Programme Component: Governance  
 Project Title: SEYCHELLES/Governance Capacity Building Programme  
 Award ID: 00058194  
 Project ID: 00072176  
 Project Duration: 2.5 Years  
 Management Arrangement: National Execution with CO Support to NEX

<b>Total Project Costs:</b>	<b>USD 812,121</b>
<b>Budget:</b>	
European Union	USD 759,721
Contingencies	USD 52,400
<b>Total budget EU:</b>	<b>USD 812,121</b>
<b>Allocated resources:</b>	<b>USD 759,721</b>
<b>In kind Contribution</b>	
Govt. of Seychelles	<b>USD 50,000</b>
<b>Total allocated resources</b>	<b>USD 862,121</b>

**Agreed by:**

<u>On behalf of:</u>	<u>Signature</u>	<u>Date</u>	<u>Name/Title</u>
Government of Seychelles		26/01/2011	Maurice Loustau-Lalanne Principal Secretary Ministry of Foreign Affairs
UNDP		26/1/2011	Leyla Tegmo-Reddy UNDP Resident Representative

UNITED NATIONS DEVELOPMENT PROGRAMME  
AND GOVERNMENT OF SEYCHELLES

PROJECT DOCUMENT

**SEYCHELLES Governance Capacity Building Programme – FED/2009/021-379**

The **overall objective** of the programme is: “To support the efforts of State and Non State Actors to continue improving and strengthening governance capacity in Seychelles society, with particular emphasis on the area of human (including gender) rights, for the sustainable and equitable development of Seychelles”.

The **specific objectives** (purpose) of the EC support are: i) to continue strengthening the capacity of the policy-making bodies, the criminal justice system (CJS), security and law enforcement organisations in respecting and adhering to human rights practices and principles in their work and ii) to strengthen the capacity of non state and state organisations' in order to encourage their participation in development policy, notably in the area of governance.

# SEYCHELLES/Governance Capacity Building Programme

## **SECTION 1**

### **PART I - Situation Analysis**

#### **A. Background**

Seychelles is a Small Island Developing States with a population of 87,122 inhabitants<sup>1</sup>. It is a young democracy: independent since 1976, it was under a one-party state since 5<sup>th</sup> June 1977, until a multi-party system was introduced in 1993. The Human Development Report 2009 classified Seychelles among countries having achieved high human development, with GDP per capita (PPP\$) of \$16,394, a HDI of 0.845, HDI rank of 57 (highest in Africa), life expectancy of 66.2 years (male) and 76.1 years (female), primary school enrolment ratio of 100% for both boys and girls, adult literacy rate of 91.8% (both men and women) and population growth of 1%. Seychelles has met most of the MDG targets (education, maternal health) and is on track to meet all the goals by 2015. This achievement is even more remarkable when one considers the limitations to development typically faced by a Small Island Developing State, which includes limited human resources, high infrastructure per capita requirement, a limited resource base including limited land for development and a narrow economic base, resting on the tourism and fisheries sectors. This economic base is highly vulnerable to external factors beyond the control of government.

Fundamental rights are embedded in the Constitution of the Third Republic adopted on 18<sup>th</sup> June 1993, i.e. 17 years ago. Since 2007, the Government of Seychelles has laid increased emphasis on governance issues in line with its 10-year development plan, Strategy 2017<sup>2</sup>. This commitment was reconfirmed during the preparation and launching in November 2008 of the economic and financial reforms clearly focused on increased transparency and accountability in public affairs management. In parallel, Government has also started to attach greater importance to the civil society as active agents in the development process. Since 2007, the EC has been supporting government policy in the area of governance through the 9<sup>th</sup> EDF National Capacity Building programme with activities for state actors and civil society organisations as well awareness-raising and training activities on Human Rights for the police and the general population. The Mid Term review of the 9<sup>th</sup> EDF programme recommended that the EC intervention in the area of support to civil society and Human Rights should be pursued under the 10<sup>th</sup> EDF.

#### **B. Project Justification and Issues to be addressed**

A number of issues relating to political and democratic governance remain as challenges to be addressed for further strengthening the democratic process and improving good governance in Seychelles. Findings from the 10<sup>th</sup> EDF programme's formulation workshops and follow up on the recommendations of the Reilly Report<sup>3</sup> demonstrate that some of the key institutions, such as the police, prison systems and the judiciary are not operating in a fully efficient way as they lack resources and capacity in order to undertake their role in spearheading human rights. The President of the Republic of Seychelles himself pointed to allegations of corruption within the Police force as well as in the judiciary (State of the Nation Address 2008). In this context, he has laid great emphasis on the fight against corruption, the ongoing judicial review and the police reform which started in 2008 -

<sup>1</sup> National Statistics Bureau, figure for Dec 2009.

<sup>2</sup> Adoption of new legislation (Public Officers Ethics Act, Public Procurement Act), the launching of reviews (Public Order Act, Constitutional review, judicial review), the reform of the police and the set up of the Human Rights Commission in December 2008.

<sup>3</sup> Report of the enquiry into the events of 3 October, 2006 elaborated by Judge M. Reilly was released in November 2007.

and for which he has requested further EC support. Other institutions and functions of the State responsible for ensuring respect of Human Rights such as the Department of Legal Affairs<sup>4</sup>, the recently-created Human Rights Commission and the office of the Ombudsman, (headed by a constitutional appointee in charge of investigating corruption cases) need further strengthening as they also lack capacity in a number of crucial areas, and the media is still faced with criticisms regarding quality and lack of independent resources. Also, Seychelles has signed almost all international conventions related to Human Rights, but there is no report regarding compliance with international treaties which would provide a basis for further promoting Human Rights issues. Finally, civil society organisations need further strengthening to effectively undertake the new role that they are bound to play in development policy, including in Human Rights, in particular for women and children. In this context, the Government of Seychelles has expressed strong interest for EC support to governance-related issues, in the context of the 10<sup>th</sup> EDF programming (2008-2013). In addition, the population in general and the civil society have also expressed a strong interest in the activities that were undertaken in the framework of the 9<sup>th</sup> EDF Capacity Building Programme, which included a baseline study on the level of awareness of the population on Human Rights issues, sensitisation activities and training on the issue of Human Rights for police, prison, media, teachers and dissemination of information on the Constitution. This provides a basis to pursue and strengthen the EC intervention in the area of Human Rights in Seychelles.

### **C. Past Cooperation and Lessons learnt**

The programme will build on the lessons learnt from the 9<sup>th</sup> EDF Programme as well as other EC programmes, namely on the importance: i) for donors to select a limited number of priority areas where they have a real value added, in line with the EU Code of Conduct; the programme will not target the public service reform, which is an area where the World Bank will provide support and where it also has a comparative advantage; ii) of a broad consultation with all stakeholders and potential beneficiaries of the programme to ensure ownership and buy-in; this is why Government and a broad spectrum of civil society organisations were involved during the identification and formulation phase of the programme; iii) of coordination and information-sharing among donors and also programme's beneficiaries during implementation; this will be particularly important for the beneficiaries of the Small Grants Programme; iv) of providing for a Programme Manager to plan and supervise the implementation taking into account the limited pool of human resources available at Government level to effectively manage the programme; this would allow to avoid the delays encountered in the Human Rights component of the 9<sup>th</sup> EDF programme; and v) of carrying out an extensive information campaign to ensure fair access to the Small Grants Programme and also providing appropriate and continual support to potential applicants to prepare, implement and monitor their projects, building on lessons learnt from the Call for Proposals launched under the 9<sup>th</sup> EDF Regional Programme for the Sustainable Management of Coastal and Marine Resources in the South West Indian Ocean.

### **D. Complementary actions and linkages to other ongoing programmes**

The programme's time-span, 2010-2013, concurs with other programmes in the area of economic and corporate governance (especially Public Finance Management and improvement of the investment climate) delivered via the budget and underpinning Government economic and financial reforms, namely: i) IMF two-year Stand By Arrangement (SBA) amounting to USD 24 m; ii) the World Bank's two Development Policy Loans (USD 9m each) disbursed in 2009 and in 2010; iii) the African Development Bank (AfDB) USD 2m-Economic Governance Reforms Programme. The Government has already requested for a 3-year Extended Fund Facility (2010-2012) to the IMF. Moreover, the programme is complementary to UNDP's intervention in the area of justice amounting to USD 275,000 under the democratic Governance Thematic Trust Fund (DG-TTF). The DGTTF project

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<sup>4</sup> There is no Ministry of Justice. The Attorney General undertakes the role of a Ministry of Justice.

(2009-2010) aimed at increasing efficiency, transparency and integrity and thus accountability within the justice administration by supporting the development and promotion of efficient and fair trials in compliance with the international norms and standards of criminal justice. The project will improve the overall justice administration system through capacity building for judges, prosecutors and court staff and the establishment of monitoring and evaluation mechanisms. UNDP will also continue supporting Government and NGOs in the area of environment, and in particular in the implementation of the Global Environment Facility Small Grants Programme (GEF SGP).

The programme, while promoting Human Rights and accompanying the capacity development of civil society, will also underpin Government's reforms and national strategy and benefit from lessons learnt in donors' programmes, in particular the GEF SGP, as well as other EC programmes. It will also build on the "acquis" of the 9th EDF i) to extend training to new police recruits and strengthen the knowledge of current police officers in Human Rights while making use of the two Human Rights modules developed for the Police Academy in the framework of the 9<sup>th</sup> EDF programme; to extend training on Human Rights issues to prison officers and build on the results of the study on prison's functioning to support the prison's management in line with Human Rights' principles, ii) to further develop activities for the judiciary, which have just started under the 9<sup>th</sup> EDF, and focus on key issues such as domestic violence and child protection and iii) to provide NSAs with opportunities to use the training and experience gained to formulate and implement their own projects during the 9<sup>th</sup> EDF programme and also to strengthen their advocacy role in Human Rights area. It will also be complementary to the EC/ UNODC (United Nations Office on Drugs and Crime) programme "Support to the trial and related treatment of piracy suspects in the Seychelles" which should be funded under the Instrument for Stability. Coordination with the programme will focus on common areas of activities, including support to the Department of Legal Affairs, provision of assistance and training to the police, improvement of security and health conditions and training of senior management and junior staff in the prison services. Finally, the programme will be complementary to the 10<sup>th</sup> EDF Technical Cooperation Facility which aims at building the capacities of NSAs and state actors for project cycle management and take into account the capacity building activities (current and planned) of the other donors.

## **Part II : Project Objectives, Strategy and Expected Results**

### **A. Objectives**

The **overall objective** of the programme is: "To support the efforts of State and Non State Actors to continue improving and strengthening governance capacity in Seychelles society, with particular emphasis on the area of human (including gender) rights for the sustainable and equitable development of Seychelles".

The **specific objectives** (purpose) of the EC support are: i) to continue strengthening the capacity of the policy-making bodies, including the Attorney General's Office, the criminal justice system (CJS)<sup>2</sup>, security and law enforcement organisations in respecting and adhering to human rights practices and principles in their work; and ii). to strengthen the capacity of non state and state organisations in order to encourage their participation in development policy, notably in the area of governance

### **B. Project Strategy**

From the above, the project aims at empowering state and non-state actors through capacity building and training, with particular attention to promoting good governance and sustainable human development. This will be achieved mainly through specific training and capacity building activities as well as provision of small grants provided to state and non state actors for carrying out governance

related activities. The project will be managed by the UNDP Country Office as was the case under the 9<sup>th</sup> EDF and through its national execution modality, it will help to build further capacity for management of donor funded programmes. The SGP will ensure further ownership and capacity building of both state and non state actors during the implementation phase.

### **C. Main Activities and Expected Results**

The expected results and main activities are as follows:

**Results 1.1** – The capacity of the police and prisons and new policy making bodies to understand and consistently adhere to human rights practices and principles in their respective areas of work and areas of influence is reinforced and new programme developed addressing cross cutting governance issues developed.

#### **Activities**

- A.1. Assist with developing a gender sensitive human rights oriented strategic plan for prison management and rehabilitation, involving all relevant stakeholders in the Criminal Justice System; this plan should provide the basis for improved governance in prisons through the elaboration and implementation of a human right approach to prison management and to promote counselling and rehabilitation of prisoners through community-based programmes. It will also represent a key step for civil society participation in this area.
- A.2. Further build upon the 9<sup>th</sup> EDF funded Project by assisting the Police Training Academy in establishing a clear and systematic curriculum in human rights
- A.3. Conduct courses for new police recruits and prison staff, as well as for current staff in police and prison. The related justice institutions (e.g. Family Court, Employment Tribunal, etc) will be involved as partners and facilitators when the training cover issues that are relevant to them.

**Results 1.2** - A comprehensive domestically produced report of the status of implementation of the human rights treaties to which the Republic of Seychelles is a signatory is produced and validated.

#### **Activities**

- A.1. Conduct a baseline overview of the human rights treaties, the degree of their implementation in national laws and practices and propose recommendations<sup>5</sup>
- A.2. Consult stakeholders, validate report and recommendations for domestication of international human rights treaties and public dissemination
- A.3. Provide Technical Assistance and support to the Department of Legal Affairs and the Attorney General's Office to review national human rights legislations in order to bring them in line with international treaties; other stakeholders of the CJS and civil society organisations will be consulted during this review

**Results 1.3** - A Human Rights National Plan of Action is developed and approved by Government.

#### **Activities**

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<sup>5</sup> This review must include detailed analysis of the situation of vulnerable groups.

- A.1. Conduct a participatory process to develop a gender-sensitive National Action Plan for Human Rights with an appropriate M& E mechanism for implementation.

**Results 2.1** The ability of Non State Actors - and some state actors - to network and forge effective partnerships, participate in, and influence development policy making, notably in areas of good governance in particular Human Rights is strengthened and improved.

### **Activities**

- A.1. Provide general training and capacity building to state policy making bodies as well as non-state actors in good governance, in particular on human rights (including gender mainstreaming) concepts and best practices .
- A.2. Establish mechanisms for greater participation of civil society in policy, decision-making and legislative processes.
- A.3. Build Capacities of NSA to participate in Calls for proposals by providing targeted technical support, building up on the training provided in the framework of the 9<sup>th</sup> EDF programme in project management, budgeting, fund raising, managing micro-finance and creating self-help groups, etc
- A.4. Launching of the SGP with media campaign and meetings with state and NSAs and monitoring of the small grant projects
- A.5. Capitalisation of best practises, via dissemination of lessons learnt by the Small Grants' beneficiaries.

## **Part III: Management and Implementation Arrangements.**

### **A. Management Arrangements**

**Government (Ministry of Foreign Affairs):** The Ministry of Foreign Affairs will be the Implementing Agency for the project. The Ministry of Foreign Affairs shall be the Chairperson of the Project Steering Committee. The Project Manager shall be secretary to the PSC and will be responsible for the preparation of all documentation prior to the PSC meetings. The Ministry of Foreign Affairs shall appoint a National Project Director and an Alternate National Project Director. The terms of reference for the National Project Director /Alternate National Project Director is provided as Annex B.

**European Union:** – The EU will be a full member of the Steering Committee as well as the Technical Sub-Committee responsible for evaluation of Concepts Papers as well as Project Proposals under the SGP component. The EU will organize both the mid-term as well as final evaluations of the project. The EU will also provide inputs (reviews/comments) to the various documents produced under the project as and when required. Participation in regular project review meetings/briefings on the project status will be undertaken during regular missions to the Seychelles. As far as possible such missions will be coordinated with the UNDP office and the Ministry of Foreign Affairs.

The programme will be implemented by way of **joint management** with UNDP on the basis of the Financial and Administrative Framework Agreement between the European Community and the United Nations (FAFA) signed on 29 April 2003. In this context, a contribution agreement will be signed between the EU and UNDP office, based in Mauritius.

**Project Steering Committee:** A Steering Committee (SC) will be set up for the overall guidance and technical orientation of the programme; it will monitor progress of the project components, with the

role of reporting and trouble shooting. The SC indicative composition will be as follows: the National Authorising Officer (NAO) or his representative, the Programme manager, representatives of the Police force and prison management, a representative of the civil society, a representative of the Judiciary and the Attorney General's office, a representative of the National Human Rights Commission, UNDP and the EU Delegation in Mauritius. Additional resource persons could also be invited to attend the SC, subject to -prior agreement of the EC and NAO. The Project Manager will ensure that all documents will be circulated to all members at least 1 week prior to the meeting. This shall consist of minutes of last meeting, Agenda, Progress Report (quarterly) and any other matters. The Project Manager shall act as the Secretary to the Steering Committee and he/she shall take minutes of proceedings which shall be circulated to all members not later than 2 weeks after the meeting. The terms of reference of the Steering Committee is provided as Annex A.

**Project Management Unit:** A Programme Manager and a Programme Assistant will be recruited by the UNDP for the overall programme's implementation. They will be funded under the Technical Assistance budget line. (See Annex C and Annex D for TORs of the Programme Manager and Programme Assistant). A Project Accountant will be nominated by the Ministry of Foreign Affairs and he/she will manage all local payments from the project account. He/she will prepare quarterly Financial Reports and disbursement requests based on expenditure forecasts which will be certified and approved by the Project Manager and the National Project Director (NAO) prior to submission to the UNDP for replenishment of the project account (See Annex E for TOR of Project Accountant).

**UNDP:** The UNDP offices in Mauritius and Seychelles will be the Executing Agency and will support the Implementing Agency in the recruitment of national and international technical experts for the implementation of the project. Terms of reference for the mission/experts will be prepared by the Programme Manager and UNDP. Technical expertise and inputs from the UN Specialized Agencies will be sought by UNDP on preparation of terms of reference through in-house consultations. UNDP will advance funds to the project on a quarterly basis based on the agreed Workplan. Project accounts will be replenished on a quarterly basis or upon disbursement of up to 80% of the last advance. This will be based on submission of the certified Quarterly Financial Report by the Implementing Agency (Ministry of Foreign Affairs) and subsequent advances will be based on the Quarterly Work Plan and expenditure forecast. In addition UNDP will participate in the Steering Committee meetings as well as on the sub-committee for screening proposals. UNDP will submit to the EU the Progress Reports as specified in the Contributions Agreement. UNDP will manage the EU fund entrusted to it in accordance with its applicable rules and regulations.

The UNDP offices in Mauritius and Seychelles will support the implementing agency in the recruitment of national and international technical experts for the implementation of the project. Terms of reference for the mission/experts will be prepared by the Programme Manager and UNDP. Technical expertise and inputs from the UN Specialized Agencies will be sought by UNDP on preparation of terms of reference through in-house consultations. UNDP will advance funds to the project on a quarterly basis based on the agreed Workplan. Project accounts will be replenished on a quarterly basis or upon disbursement of up to 80% of the last advance. This will be based on submission of the certified Quarterly Financial Report by the Implementing Agency (Ministry of Foreign Affairs) and subsequent advances will be based on the Quarterly Work Plan and expenditure forecast. In addition UNDP will participate in the Steering Committee meetings as well as on the sub-committee for screening proposals. UNDP will submit to the EU the annual progress reports and the interim and final reports at the end of the project as specified in the Contributions Agreement.

**Technical Sub-Committee for Small Grants Programme:** For the SGP component, a sub-committee (Technical Review Committee) will be established to screen, review and approval of small grants proposals based on established criteria which will be submitted to the Steering Committee for approval. The sub-committee will agree on the appropriate template for submission of proposals (format, length, maximum allocations, reporting format etc). The composition of the Sub Committee must be submitted for approval to the NAO and Head of Delegation. It will be composed of the



Project Manager, UNDP, the Seychelles Ministry of Foreign Affairs, UNDP) and a representative of the Civil Society and the EU Delegation in Mauritius. The Programme Manager and the sub-committee will monitor the progress of the SGP and report to the Steering Committee when the latter meets. The TOR for the sub-committee is provided in Annex F.

**Technical Backstopping from UN Specialized Agencies:** The Regional Office for the High Commissioner for Human Rights for Southern Africa will be called upon as required to provide technical backstopping to the human rights components under the project as and when required. This will serve as a logical follow-up on the collaboration already established under Human Rights Component under the 9<sup>th</sup> EDF Programme. The UN- OHCHR's support will be provided through technical missions of in-house expertise from the regional office as well as backstopping at critical stages of the planning and implementation process based on a needs basis. OHCHR will also be consulted in the identification of specific technical expert required related to human rights and governance issues. Other UN agencies will provide backstopping as necessary required during implementation.

## **B. Call for Proposals**

All Call for Proposals will be advertised in the national newspapers, LUNGOS web sites as well as the national television. The Call for Proposals will specify all requirements that must be submitted with each proposal based on the approved template for Call for Proposals. Prior to submission of the Full Proposals a 2-Page Concept Paper will be submitted for initial screening by the Technical Sub-Committee. The Template for Concept Papers and the Full Proposals will be prepared by the Technical Sub-Committee and approved at the Steering Committee meeting. Concept Paper will be required for initial screening and upon approval the project promoters will be requested to submit their full proposals within 6 weeks of approval of the Concept Paper. Call for proposals will be done twice a year depending on amounts of funds committed during the initial round. All projects will have a maximum of 24-months implementation period from date of signature. The attached template will be used for signature of grant agreements between the beneficiary of the SGP and the National Authorizing Authority (Annex G).

## **C. Procurement and grant award procedures**

All contracts implementing the action are awarded and implemented in accordance with the UNDP's **Programme and Operations Policies and Procedures (POPP)**. The SGP will be managed in accordance with UNDP rules. Once the project is approved, all recruitments and acquisitions for the project will be undertaken in accordance with UNDP policy and procedures.

## **D. Monitoring, Evaluation and Audit.**

In compliance with UNDP's monitoring, evaluation and reporting requirements, Monitoring & Evaluation will be undertaken as spelled out in the UNDP's POPP. Annual Progress Reports will be prepared by the Project Manager and UNDP and will be submitted to the EU as set in the Contribution Agreement. In addition, a Summary of the status of activities will be prepared on a quarterly basis and submitted to the EU and will form the basis for the SC meeting that will be organized twice a year. An update of the project indicators provided in the Logical Framework provided in SECTION II will be reviewed during each Steering Committee meetings. The membership and terms of reference of the Steering Committee is provided as Annex A. UNDP will conduct regular meetings with the Programme Manager and the Ministry of Foreign Affairs at least every 2 months to review project progress. Ad-hoc meetings will be held as required during the UNDP and EU missions to the Seychelles and will be coordinated by the Project Manager and the Ministry of Foreign Affairs and the UNDP local office in Seychelles.

The project shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and directives of UNDP. A copy of the audited financial statements of UNDP issued by its external auditors shall be submitted to the European Commission's Central Services by UNDP. Should a separate internal audit of the project be conducted, the European Commission may request for a summary of the key audit results. In such event, the European Commission will maintain confidentiality of the information received.

A mid-term evaluation and an ex-post evaluation will be carried and commissioned by the EU and does not form part of the Contributions Agreement. However, UNDP and the Ministry of Foreign Affairs will be called upon to provide comments on the TOR as well as to meet with the evaluation team and provide necessary information on the project during the MTE and the Final Evaluation. The evaluation contracts are concluded by the Commission acting for or on behalf of the ACP State concerned and shall be conducted in accordance with the FAFA (Art.1) and General Conditions (Art 8.)

### **E. Project Risks and assumptions**

The main assumptions relate to Government's commitments in the areas of economic and financial reforms and good governance, especially judiciary & police reforms as well as the participation of the NSAs in policy development. Actually, a main risk relates to macroeconomic stability since any external shock may delay Government's reforms in the judiciary and police and erode its commitment towards the promotion of human rights.

### **F. Crosscutting Issues**

Good governance and human rights are the cornerstones of the programme. Gender equality and gender mainstreaming are fundamental issues underpinning the programme: all the studies that will be undertaken need to have a gender perspective and training activities will ensure the participation of both men and women and relevant associations. The Gender Secretariat in Seychelles will be an important partner in this programme.

### **G. Stakeholders and project beneficiaries**

The main stakeholders will be the police, the Prison, the Department of Legal Affairs, State and Non State Actors and the institutions in government that work in the Criminal Justice System (CJS). Stakeholders of the CJS, including judges, lawyers, staff of the non judicial organisations (e.g., Family Court, Employment Tribunal, etc.), members of government agencies in the CJS and in social sectors, members of bodies such as the Ombudsman, National Human Rights Commission and the Gender Secretariat will be associated in the programme's activities.

The main beneficiaries are: the police, prison staff, the prison population (on remand and convicted); addicted persons; the Department of Legal Affairs, Attorney General's Office; Gender Secretariat, Human Rights Commission, LUNGOS and other NGO organisations which will be able to benefit by applying for funds under the small grant programme, the ordinary citizens of the Seychelles.

### **H. Communication and visibility**

Information and visibility will be undertaken in accordance with the Joint Visibility Guidelines for EC-UN Actions in the Field adopted in 2008, available on the following EC website [http://ec.europa.eu/europeaid/work/procedures/implementation/international\\_organisations/other\\_documents\\_related\\_united\\_nations/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/international_organisations/other_documents_related_united_nations/index_en.htm) and as set by the FAFA and the General Conditions. UNDP shall ensure that adequate visibility will be given to the European Union during the implementation of the programme.

## **1. Legal context**

This project document shall be the instrument referred to as such in Article 1 of the Standard Basic Assistance Agreement between the Government of Seychelles and the United Nations Development Programme, signed by both parties on 18<sup>th</sup> November 1977. The host country-implementing agency shall, for the purpose of the Standard Basic Assistance Agreement, refer to the government co-operating agency described in that Agreement.

The following types of revisions may be made to this project document with the signature of the UNDP Resident Representative only, provided he or she is assured that the other signatories (EU) of the project have no objections to the proposed changes.

- Revisions in, or additions of, any of the annexes of the project document (with the exception of the Standard legal text of non-SBAA countries which may not be altered and the agreement which is a pre-condition for UNDP assistance);
- Revisions which do not involve significant changes in the immediate objectives, outputs or activities of a project, but are caused by rearrangements of inputs agreed to or by costs increases due to inflation; and
- Mandatory annual revisions, which re-phase delivery of agreed inputs or increased expert or other costs due to inflation or take into account agency expenditure flexibility.
- Inclusion of additional annexes and attachments only as set out here in the Project Document.

SECTION II – RESULTS AND RESOURCES FRAMEWORK

**Logical Framework Matrix**

	<b>Intervention Logic</b>	<b>Objectively Verifiable Indicators</b>	<b>Sources of Verification</b>	<b>Assumptions</b>
<b>Overall objective</b>	To support the efforts of state and Non State Actors to continue improving and strengthening governance capacity in Seychelles society, with particular emphasis on the area of human (including gender) rights for the sustainable and equitable development of Seychelles	Reduction in reported cases of human rights abuses in Seychelles <ul style="list-style-type: none"> <li>- Improved Human Rights observance and reporting mechanisms in place by end of project (31/05/2013)</li> <li>- Shadow reports on Governance issues by NSA being produced by end of Project.</li> <li>- At least 2 formal partnership agreement between Government and NSA concluded by end of the Project</li> </ul>	<ul style="list-style-type: none"> <li>- Amnesty International Reports</li> <li>- OHCHR Reports</li> <li>- National Surveys</li> <li>- Workshop Reports</li> <li>- Human Rights NGO Reports</li> <li>- Human Rights Commission Annual Reports</li> <li>- Ombudsman Reports</li> <li>- Annual reports from Judiciary</li> <li>- Increased partnership between NSA and Govt.</li> <li>-level of engagement of NSAs in national HLC on Governance e.g Justice Law and Order Sector – HLC)</li> </ul>	There is a general commitment to improve governance at the highest level of government.

<p><b>Specific Objective</b></p>	<p>1. To continue strengthening the capacity of the policy-making bodies, including the Attorney General's Office, the criminal justice system (CJS)<sup>2</sup>, security and law enforcement organisations in respecting and adhering to human rights practices and principles in their work</p>	<p>-(Setting up of the High Level Committee on Justice Law and Order Sector by 31 June 2011)</p> <p>- Established monitoring mechanism and awareness of systems in place by the public through media and education campaigns</p> <p>Improved situation in Human Rights confirmed through sample surveys undertaken by 31 Dec 2012.</p> <p>- Improved efficiency of delivery of and adherence to Human rights principles in the justice system</p> <p>- Improved treatment and conditions for prison inmates<sup>6</sup>, in particular those with HIV AIDS</p>	<p>- Reports of i) the Seychelles Ombudsman; ii) the National Human Rights Commission; iii) the Attorney General's Office reports and press briefings; iv) the Gender Secretariat; v) the National Council for Children Studies on child rights; vi) media/press reports; viii) Amnesty International; viii) Human Rights Watch; ix) special studies/reports financed by the project x) the Internal Affairs Police Bureau</p> <p>- US Department of State Human Rights reports</p> <p>- Monitoring of the list of governance commitments (annex VIII of CSP)</p>	<p>The Government and the other agencies concerned are committed to the implementation of the reform of the judiciary and to promoting good governance</p>
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<sup>6</sup> List of things that shall be done to improve conditions of inmates: a reduction in the average time of remand before coming before a judge and going to trial, for male and female incarcerated remand prisoners; remand prisoners no longer housed in the same building, and no longer sharing the same facilities, as convicted prisoners; the introduction of plea bargaining/community service and the proper functioning of one half way house.

	<p>2. To strengthen the capacity of non-state and state organisations in order to encourage their participation in development policy, notably in the area of governance</p>	<ul style="list-style-type: none"> <li>- Improved participation of Civil society in development policy</li> <li>- State and civil society mechanisms in place and number of meetings held by members of the national assembly at Community level for community participation</li> <li>-The number of non-state and state organisations trained and made aware of the 10<sup>th</sup> EDF governance support programme</li> <li>-The number of non-state and state organisations making their own project proposals in good governance by the second year of the SGP.</li> <li>-The number of non-state and state organisations successfully implementing projects</li> </ul>	<ul style="list-style-type: none"> <li>-External Monitoring Report</li> <li>-Monitoring reports of independent organisations -M&amp; E reports of implementing non-state and state organisations</li> <li>- LUNGOS annual reports</li> </ul>	<p>Government remains committed to an improved participation of NGOs in development policies. Government share of allocation to NSA maintained or increased over the year.</p>
<p><b>Results for Specific Objective 1</b></p>	<p>R1.1. The capacity of the police and prisons and new policy making bodies to understand and consistently adhere to human rights practices and principles in their respective areas of work and areas of influence is reinforced and new programme developed addressing cross cutting governance issues developed.</p>	<ul style="list-style-type: none"> <li>- A Strategic Plan for Prison Management and Rehabilitation under implementation by March 2013.</li> <li>- A least 50 % of existing Police and Prison officers and 100% of new recruits undergoing a HR training session.</li> <li>- 50% percent of the existing women officers are trained.</li> <li>- Development of a comprehensive strategic plan for implementation of reforms by end of 2012).</li> </ul>	<ul style="list-style-type: none"> <li>- Reports by management of the police/Police Academy, judiciary and semi-judiciary institutions about their human resources</li> </ul>	<p>A new management culture and merit-based performance structures based on results and good practices becomes institutionalised in the police, judiciary and semi-judiciary institutions</p>

	<p>R. 1. 2. A comprehensive domestically produced report of the status of implementation of the human rights treaties to which the Republic of Seychelles is a signatory is produced by the Government.</p>	<ul style="list-style-type: none"> <li>- Status Report on Human Rights Treaties implementation produced by end of year 1.</li> <li>- Action Plan on Human Rights treaties implementation validated by end of year 2012.</li> <li>- Preparation of Report by AG office on laws that need to be brought in line with Constitution and International Treaties by mid of year 3</li> <li>- 50% of recommended amendments to Seychellois legislation completed to bring it in line with international treaties by end of the project.</li> </ul>	<ul style="list-style-type: none"> <li>- Baseline report</li> <li>- Shadow report by NSA.</li> <li>- Report of Attorney General on laws requiring review</li> <li>-OHCHR reports</li> </ul>	<p>Complete buy-in of the recommendations by the beneficiaries who should implement them Review of the laws/ and establishment of the Human Rights Commission</p>
	<p>R.1.3. Human Rights National Plan of Action is developed and approved by Government and civil society.</p>	<p>M &amp; E Framework for implementation of National Action Plan on HR March 2013.</p>	<ul style="list-style-type: none"> <li>- Human Rights Commission Reports</li> <li>- Shadow reports by NSA</li> <li>-OHCHR Reports</li> </ul>	<p>Human Rights Commission plays the leading role HRC has sufficient capacity Review and clarification of the roles of the National Human rights Commission is undertaken.</p>

<p><b>Results for Specific Objective 2</b></p>	<p>R. 2.1. The ability of Non State Actors – and of some state actors - to network, participate in, and influence development policy making, notably in the area of governance (including Human Rights) is strengthened and improved.</p>	<p>At least 2 joint initiatives implemented by state and non-state actors by end of project under the SGP.  At least 50% of SGP allocated to Non state actors.  8 training sessions organized for on State Actors in Project Management and Micro Financing by end of year 2.  50% of beneficiaries of the training on project management and micro-finance are women by end of year 2.  - Number by sector of small grants projects financed by the 10<sup>th</sup> EDF in political democratic governance, political governance, and economic governance approved, implemented, completed by end of project.  - Development of specific materials on Governance (political, economic, corporate, ) by SIM by end of 2011.)</p>	<p>-External Monitoring Reports  - Reports by LUNGOS, and other agencies (e.g. Ombudsman, Human Rights Commission), and specialised interest groups  - Reports by JLOS.  -OHCHR reports</p>	<p>The information generated by these activities is shared, and made available in a timely fashion on the internet etc., so that media/press etc. can use it for reporting purpose on adherence to governance progress</p>
		<p><b>Means</b></p>	<p><b>Budget in Euro</b></p>	



<b>Activities For R.1.1</b>	A.1. Assist with developing a gender sensitive human rights oriented strategic plan for prison management and rehabilitation, involving all relevant stakeholders in the Criminal Justice System; this plan should provide the basis for improved governance in prisons through the elaboration and implementation of a human right approach to prison management and to promote counselling and rehabilitation of prisoners through community-based programmes. It will also represent a key step for civil society participation in this area	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs -study visit by HLC to a jurisdiction where there is a JLOS function.		Professional training programme for police and scheme of service to encourage professional policing and retention of staff Continuous development of skills to enter the legal sector is maintained and encouraged.  The recommendations of the Reilly Report are adopted Experts from outside the police force, with a background in human rights, can be identified Police Academy to provide training in collaboration with prisons and security organisations
	A.2. Further build upon the 9 <sup>th</sup> EDF funded Project by assisting the Police Training Academy in establishing a clear and systematic police training curriculum in human rights.	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		
	A.3. Conduct courses for new police recruits and prison staff, as well as for current staff in police and prison. The related justice institutions (e.g. Family Court, Employment Tribunal, etc) will be involved as partners and facilitators when the training cover issues that are relevant to them	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		

<b>Activities For R.1.2</b>	A.1. Conduct a baseline overview of the human treaties, the degree of their implementation in national laws and practices and propose recommendations	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		
	A.2. Consult stakeholders, validate report and recommendations for domestication of international human rights treaties and public dissemination	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		
	A.3. Provide Technical Assistance and support to the the Attorney General's Office to review national human rights legislation to bring in line with international treaties; other stakeholders of the CJS and civil society organisations will be consulted during this review	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		The Attorney General's Office is able to do this within the time span of the programme; and at least within the first 18 months, at the latest  The review of legislation can be done within the 2 <sup>1/2</sup> year life of the programme
<b>Activities For R.1.3</b>	A.1. Conduct a participatory process to develop a gender-sensitive National Action Plan for Human Rights with an appropriate M& E mechanism for implementation	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		

<b>Activities For R.2.1</b>	A.1. Provide general training and capacity building to state policy making bodies as well as non-state actors in good governance, in particular on human rights (including gender mainstreaming) concepts and best practices.	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		There is local participation in developing criteria for small grants projects SIM is able to develop courses and provide the Training.
	A.2. Establish mechanisms for greater participation of civil society in policy, decision-making and legislative processes.	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		
	A.3. Build Capacities of NSA to participate in Calls for proposals by providing targeted technical support, building up on the training provided in the framework of the 9 <sup>th</sup> EDF programme in project management, budgeting, fund raising, managing micro-finance and creating self-help groups, etc	Costs for the organisation of workshops Technical Assistance Staff costs Supplies Incidental costs		
	A.4. Launching of the SGP with media campaign and meetings with state and NSAs and monitoring of the small grant projects	Costs for the organisation of workshops Staff costs Supplies Incidental costs		Media committee/ association apply for grants
	A. 5. Capitalisation of best practises, via dissemination of lessons learnt by the Small Grants' beneficiaries.	Staff costs Incidental costs		



## SECTION III – BUDGET AND IMPLEMENTATION SCHEDULE

### Budget and Implementation Schedule

The total project cost is estimated at EUR 620,000 financed from the 10<sup>th</sup> EDF NIP in the framework of the Cotonou Agreement. Government will make in kind contributions to the project, such as provision of office space as well as nomination of a Project Accountant. For Detail Budget Breakdown see Annex III

#### 4.3.1 Provisional financial breakdown

<b>Activities</b> <sup>1</sup>	<b>Estimated Budget (Euros)</b>	<b>Government (in –kind)</b>
	EDF	
1. Technical Assistance	232,500	
2. Supplies (including Admin costs )	27,900	
3.Small Grants (including Admin costs)	281,600	
<b>Total Activities</b>		
<b>Sub-total</b>	<b>542,000</b>	50,000
<b>7% of Administrative cost*</b>	37,940	
<b>Total Project</b>	<b>579,940</b>	50,000

The TA budget is detailed in the Detailed Overall Budget (Annex III).

<sup>1</sup> After re-allocation of the FA within the contingency reserve (i.e Euro 40,000)

\* Total Administrative costs (i.e 7% of the total of the Action (Euro 542,000) amounts to Euro 37,900). The detailed Atlas Budget (AWP) is provided below.

Total Budget and Work Plan (US Dollars)

Output	Key Activities/results	Impl Agent	Donor	Fund	Account	Description	EU Budget Category	Amount (US Dollars)			
								Y1	Y2	Y3	TOTAL
SEYCHELLES/Governance Capacity Building Programme	<b>Build Capacity of Police Officers</b>	MFA	00280	39835	71200	Int Cons	TA	14,541	6,026	0	20,567
		MFA	00280	39835	71300	Loc Con	TA	10,218	5,240	3,210	18,668
		MFA	00280	39835	71600	Travel	TA	3,930	0	0	3,930
		MFA	00280	39835	74500	Misc	TA	262	131	131	524
	Elaborations of Baseline Study of Human Rights Treaties	MFA	00280	39835	71200	Int Cons	TA	27,591	13,346	3,275	44,213
		MFA	00280	39835	71600	Loc Con	TA	19,650	6,550	1,310	27,510
		MFA	00280	39835	71600	Travel	TA	5,502	2,620	0	8,122
		MFA	00280	39835	74500	Misc	TA	393	393	328	1,114
	A Human Rights National Plan of Action is developed.	MFA	00280	39835	71200	Int Cons	TA	21,052	12,019	3,216	36,287
			00280	39835	71300	Loc Con	TA	8,188	5,175	1,572	14,934
			00280	39835	71600	Travel	TA	5,240	0	0	5,240
	Strengthen Capacity of NSA and SA in decision making/governance	MFA	00280	39835	74500	Misc	TA	459	262	262	983
		MFA	00280	39835	71300	Loc Con	TA	6,485	2,686	2,620	11,790
			00280	39835	74500	Misc	TA	262	197	197	655
	Project Management	MFA	00280	39835	71400	Cont Indv	TA	44,016	44,016	22,008	110,040
		MFA	00280	39835	72500	Supplies	Supplies	21,746	8,515	3,668	33,929
		MFA	00280	39835	74500	Supplies	Supplies	1,048	1,048	524	2,620
	Small Grants Programme	MFA	00280	39835	74100	Cont Indv	SGP	262,000	106,896	0	368,896
	<b>Total Direct Eligible Costs</b>							452,581	215,119	42,320	710,020
	<i>Admin. Costs</i>	<i>UNDP</i>	<i>00280</i>	<i>39835</i>	<i>75100</i>	<i>GMS</i>	<i>GMS</i>	31,680	15,058	2,962	49,701
<b>GRAND TOTAL (TOTAL PROJECT COSTS)</b>								484,262	230,177	45,281	759,721

**Indicative implementation Schedule (detailed 1<sup>st</sup> Year Workplan is provided as Annex H)**

	2010	2011				2012				2013			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	Implementation of activities										Closure		
Recruitment of the Programme Manager													
Baseline study													
Dissemination of the baseline study's recommendations													
Assistance to the Police Academy for the curriculum (including recruitment of Technical assistance)													
Training for police, prison officers, NGOs													
Development of a National Action Plan for Human Rights													
Development of a Strategic Plan for prison													
Support to the Attorney General Office to review legislation													
Capacity building activities for NSAs (including training)													
Implementation of the Small Grants Scheme													
<i>Preparation phase (drafting of guidelines, set up of a sub-committee, evaluation phase, etc)</i>													
<i>Implementation of the projects &amp; monitoring</i>													
<i>Closure phase of small grants projects</i>													
<i>Dissemination of the lessons learnt</i>													

## **Annexes**

### **Annex A. – Terms of Reference of the Project Steering Committee**

- Provide overall strategic policy guidance for the execution, management, implementation (including quality assurance), supervision, monitoring and evaluation of the project.
- Approve the selection of short-term consultants to be recruited under the project.
- Monitor and validate the work of the consultants recruited under the project
- Advise on the format for the various training workshops, as well as information sharing with the general public and media about the project
- Monitor the progress made in the implementation of the project and the results achieved. In this context, receive relevant reports prepared by the project management team
- Review and endorse the quarterly work plan and quarterly progress report, mid-term report as well as financial reports of the project management team
- Perform any other duty that would contribute to the successful delivery of the project.

### **Annex B- Terms of Reference for National/Alternate Project Director**

- The National Project Director shall have overall responsibility for the implementation of the Project. He/she shall oversee the work of the National Project Coordinator on a daily basis.
- The NPD will be responsible for certifying the Work plan, Financial Reports and Request for advance of funds under the project, ensuring their accuracy and in accordance with the project document
- The NPD shall be the authorized person who shall certify all payments to be effected under the project after consultation with the UNDP country office
- The NPD shall be the authorized signatory for contracting services under the project following endorsement by the PSC

### **Annex C- TOR for Programme Manager**

Under the direct supervision of the National Project Director, and in close collaboration with the UNDP Office, the Programme Manager will guide the implementation of the activities outlined in the project document and the Work plan. The work will be carried out with the assistance of a Programme Assistant and support of a Project Accountant nominated by the Ministry of Foreign Affairs. The National Project Coordinator will

- Oversee the implementation of the overall project work plan and ensure timely completion of all activities and timely monitoring and evaluation of the project. In doing



so, the NPC should work closely with the NPD, the PSC, the UNDP CO, and EU, to mutually agree upon any adjustments that have to be made to the work plan;

- Prepare a detailed schedule of project review meetings in consultation with stakeholder representatives and incorporate it in the Project Annual Workplans.
- Develop a Project Overall Workplan as well as yearly and quarterly workplan for requesting advance of funds.
- Guide the work of consultants and experts and oversee compliance with agreed work plan.
- Organize and coordinate the procurement of services and goods under the project.
- Conduct day-to-day monitoring of implementation progress on the project's Annual Work Plan and its indicators.
- Prepare the Terms of Reference for consultants and experts and ensure their timely hiring.
- Collaborate and provide the necessary support to key personnel (consultants) recruited under the project to carry out the specific activities;
- Plan, organize and attend meetings of the PSC, and provide them with necessary documentation on time. Also serve as secretary to the PSC;
- Draft TORs and participate in the selection/shortlisting and recruitment of consultant(s) to conduct the activities under the project and manage the schedule of events;
- In consultation with the PSC, the UNDP office and EU, as well as the consultants recruited, produce and manage the schedule of events;
- Exercise quality control over the consultancies, and stakeholder consultations, ensuring that documents and reports for the PSC are in adequate form;
- Serve as the main channel of communications with the selected consultant(s), and UNDP and the Ministry of Foreign Affairs and the project beneficiaries;
- Identify and contact a core group of key multi- sectoral stakeholders from all relevant agencies and organizations to participate in the project as and when required;
- Identify national expertise and resources that can be drawn upon and assist in the process;
- Keep detailed records of all proceedings of the consultative process and PSC meetings;
- Oversee the administrative and financial performance of the project in collaboration with the National Project Director and the Project Accountant and the Programme Assistant;
- Coordinate all project activities (e.g. workshop and logistical support), logistics and related disbursements and administrative requirements necessary for the smooth running of the project in partnership with the National Project Director and under the administrative oversight of the Project Steering Committee;
- Develop and implement the yearly workplan and subsequent quarterly work plans submitted to the Project Steering Committee for comment, approval and advance of funds; in close partnership with the National Project Director and the Project Accountant
- Assist the National Project Director and Project Accountant in preparing timely the quarterly Financial Report in accordance with UNDP rules and procedures;
- Review the performance of project activities, monitor key indicators of progress in fulfilment of targets established;

- Establish an effective project information strategy including provision of relevant information materials to UNDO CO as well as local media as required;
- Supervise the work of the Programme Assistant
- Perform any other duties assigned by the National Project Director or the PSC within the scope of the management, coordination and logistical arrangements of the project.
- Prepare the interim report as well as the Final Report to be submitted to the EU in close collaboration with the UNDP country office.

#### **Annex D – Terms of Reference of Programme Assistant**

- Work under the direct supervision of the National Project Coordinator, supporting him/her in the timely implementation of all activities as specified in the project document as per the agreed work plan.
- Assist the PM in preparation of project workplans, reports and in procurement activities.
- Prepare specifications for procurement under the project.
- Assist the PM in organization of the technical Review Meetings for reviewing proposals under the SGP
- Assist the National Project Coordinator in the coordination, monitoring and close follow-up of the activities of all experts, consultants and project support staff to ensure timely provision of inputs and achievement of outputs and deliverables;
- Work closely with the Project Manager and Project Accountant undertake day-to-day financial duties necessary for the efficient delivery of the project.
- Assist in the consultative process as required under the project;
- Draft financial reports under guidance of the National Project Coordinator;
- Assist the National Project Coordinator in the organizations of the various meetings, workshops, seminars and consultations;
- Maintain records and assist the Pm in the management of the SGP
- Monitor the delivery under the SGP and follow up with the beneficiaries to ensure timely implementation of activities
- Perform any other duties as may be assigned by the National Project Coordinator

#### **Annex E. Terms of Reference of Project Accountant**

- The Project Accountant will support the National Project Coordinator in the financial administration of the project. He/ She will work closely with the Project Manager and the National Project Director in the preparation of quarterly financial forecast based on the agreed quarterly work plans.
- Undertake day-to-day financial duties necessary for the efficient delivery of the project under the Guidance of the Project Manager and National Project Director;
- Process all payments through the Ministry of Finance as required under the project
- Maintain a cash book as well as ledger under the project

- Prepare Financial Reports on expenditure of previous quarter in close collaboration with the Programme Manager.
- Assist the National Project Coordinator in the organizations of the various meetings, workshops, seminars and consultations, getting quotations and effecting payments;

## **Annex F – Terms of Reference of Technical Review Sub-Committee**

The principal **functions and duties** of the Sub-committee shall be the following:

- Develop criteria and procedures for applicability of SA and NSAs to submit proposals under the Small Grants Programme
- Pre-screened by the project concepts submitted under the SGP and recommend for approval and development of full project proposal.
- In accordance with established criteria and procedures, review and recommend the approval of full project proposals to the SC and the EU and UNDP.
- Ensure the monitoring of the implementation of the approved projects, Ensure the evaluation of the results and overall projects' success as proposed in the project submissions
- Requesting amendments and/or halt of the projects according Monitoring and Evaluation findings, when and where necessary
- Ensure that the technical and substantive content of SGP grants, and the administrative and financial capacity of the project promoters.
- Participate in site visits/meetings and ongoing monitoring and evaluation (M&E) activities associated with the SGP and its projects, as necessary.
- The members of the sub-committee will be approved by the EU, UNDP and the Ministry of Foreign Affairs.
- The Programme Manager will serve as *ex officio* on the sub-committee, participating in deliberations, but not voting in the project selection process.
- At the first meeting of the Steering Committee, a Chairperson will be appointed.
- The term of office of each sub-committee member is for the duration of the project. Members of the Steering Committee shall not be submitting proposals for approval. In the event that a member resigned, a new member shall be appointed by the EU, UNDP and MFA and approved by the Steering Committee.
- The sub-committee shall meet every quarter, meaning once in three months to review project concepts and/or full proposals. Ad hoc meetings may be held as necessary. In the first year meetings will be held more frequently in order to approve the maximum of grants.
- Members of the sub-committee shall **serve on a voluntary basis** and without financial compensation.

- The sub-committee shall as far as possible operate on a basis of consensus.
- Minutes of all meetings shall be prepared in English and will be submitted to the EU, UNDP and MFA. **Minutes** concerning meetings in which projects are approved should be as detailed and specific as possible, listing each project considered and including all sub-committee recommendations and/or observations about each project. The Minutes should be ready one week following the meeting.
- The sub-committee decision about each project should be clearly noted, including any reformulations required before final approval.
- The list of approved projects should include the budget amount approved.
- The minutes should be signed by all present sub-committee members. The information of the selected Project Proposals is part of the minutes, and is a public document. More detailed evaluation information can be requested and is to be considered confidential and must not be disclosed by the sub-committee members to the applicant-s nor to the public.
- Upon accepting appointment to the sub-committee, members commit themselves to ensuring the complete objectivity and transparency of the sub-committee, both in fact and in appearance. The sub-committee must avoid the appearance of self-dealing, conflict of interest, or undue influence. No member of the sub-committee shall participate in the review or approval of any project in which that member, or an organization with which that member is associated, has an interest.
- As a matter of principle, the sub-committee must operate in as transparent manner as possible. The Programme Manager should maintain an official record of each sub-committee meeting, which is available to the public. However, in order to protect members from external pressures, neither the identities of sub-committee members, nor the attributed statements of members during deliberations, shall be disclosed.

## Annex G.– Sample Grant Agreement for Small Grant Programme

### A. MICRO-CAPITAL GRANT AGREEMENT

#### MICRO-CAPITAL GRANT AGREEMENT BETWEEN THE IMPLEMENTING PARTNER AND THE RECIPIENT INSTITUTION FOR THE PROVISION OF GRANT FUNDS

Micro-Capital Agreement (hereinafter referred to as the “Agreement”) made between the Implementing Partner [**INSERT NAME OF Implementing Partner**] and the Recipient Institution [**INSERT NAME OF Recipient Institution**].

WHEREAS [Insert name of the Implementing Partner] (hereinafter referred to as “the Implementing Partner”) has been requested by the United Nations Development Programme (“UNDP”) to manage the project defined in project document [Insert project number and title] (hereinafter referred to as “the Project”), implemented at the request of the Government of [Insert name of country]

WHEREAS the Implementing Partner [**NAME**] and UNDP desire to provide funding to the **RECIPIENT INSTITUTION** in the context of a Project and on the terms and conditions hereinafter set forth, and

WHEREAS the **RECIPIENT INSTITUTION** is ready and willing to accept such funds from the Implementing Partner [**NAME**] and UNDP through the administration of UNDP for the above mentioned activities on the said terms and conditions.

NOW, therefore, the parties hereto agree as follows:

#### **I. Responsibilities of the RECIPIENT INSTITUTION**

1.1 The RECIPIENT INSTITUTION agrees to: 1) Undertake the activities described in its **Workplan** and **Budget** (attached), and updates related to the subsequent release of funds in **tranches**; 2) Provide quarterly reports to the Steering Committee; and 3) Provide Annual Audited Statements [Income Statement and Balance Sheets]. In projects where a technical contractor is providing assistance to the RECIPIENT INSTITUTION, the contractor shall be responsible for verifying the accuracy of these reports/statements. Funds provided pursuant to this Agreement shall be used for purposes related to producing results specified in its annual performance targets [Section C].

1.2 The RECIPIENT INSTITUTION agrees to reach the performance targets contained in Section C. If the RECIPIENT INSTITUTION fails to meet its responsibilities outlined in article 1.1, or [Optional] to attain at least 70% of any one performance target for any given year, then this will be considered grounds for the Steering Committee to suspend any further micro-capital grant support. The suspension

shall remain in effect until the RECIPIENT INSTITUTION has achieved the target. In projects with a technical assistance contractor, the contractor may, at its discretion, continue to provide technical assistance to the RECIPIENT INSTITUTION during this suspension period.

1.3 The RECIPIENT INSTITUTION agrees to inform the Steering Committee about any problems it may face in attaining the objectives agreed upon.

## II. Duration

2.1 This Agreement will come into effect on **[INSERT DATE/MONTH/YEAR]** and shall expire on **[INSERT DATE/ MONTH/YEAR]**, covering the anticipated term of the project. It can be extended, if necessary by exchange of letters, noting the new expiration date.

## III. Payments

3.1 The Implementing Partner [In cases of UNDP Support to NIM/Direct Payments: UNDP] shall provide funds to the **RECIPIENT INSTITUTION** in an amount up to **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]** according to the schedule of the project budget set out below. Payments are subject to the **RECIPIENT INSTITUTION** meeting the outputs as specified in the Performance Targets [Section C].

**[INSERT CURRENCY AND AMOUNT]**, upon signature of this Agreement.

3.2 All payments shall be deposited into the **RECIPIENT INSTITUTION's** bank account of which the details are as follows:

**[NAME OF THE BANK]**  
**[BANK ROUTING NUMBER]**  
**[BENEFICIARY ACCOUNT NAME]**  
**[BENEFICIARY ACCOUNT NUMBER]**  
**[ADDRESS OF THE BANK]**

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.

## IV. 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.

4.2 The **RECIPIENT INSTITUTION** shall furnish, compile and make available at all times to the Implementing Partner, 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 Within sixty days after completion of project activities, the **RECIPIENT INSTITUTION** shall provide the Implementing Partner and UNDP with a final report with respect to all expenditures made from such funds (including salaries, travel and supplies) and indicating the progress made toward the goals of the activities undertaken, utilizing the reporting format contained in Annex I.
- 4.4 [Optional: For projects with Technical Assistance] The **RECIPIENT INSTITUTION** agrees to submit required Performance Reports to the CONTRACTOR within 21 days of the close of each quarter using the attached reporting format (Annex 1) reporting on project progress. At the beginning of the project, the **RECIPIENT INSTITUTION** can request CONTRACTOR assistance for the preparation of the forms. The **RECIPIENT INSTITUTION**, however, should develop its own capacity to generate these reports, as they are critical to manage its activities.
- 4.5 All further correspondence regarding the implementation of this Agreement should be addressed to:

For the **Implementing Partner**

**[INSERT NAME OF AUTHORIZED OFFICIAL AND ADDRESS]**

For UNDP:

**[INSERT NAME OF UNDP RESIDENT REPRESENTATIVE AND ADDRESS]**

For CONTRACTOR: [Optional]

**[INSERT NAME OF AUTHORIZED OFFICIAL AND ADDRESS]**

For the **RECIPIENT INSTITUTION**:

**[INSERT NAME OF AUTHORIZED OFFICIAL AND ADDRESS]**

## **V. General Provisions**

5.1 This Agreement and the Annexes attached hereto shall form the entire Agreement between **[INSERT ACRONYM OF ENTITY]** and the Implementing Partner, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

5.2 The **RECIPIENT INSTITUTION** shall carry out all activities described in its Workplan 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 referred to above in paragraph 1.1 and that the Implementing Partner and 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 such activities shall be subject to review by the Steering Committee. If at any time the Steering Committee is not satisfied with the quality of work or the progress being made toward achieving such goals, the Steering Committee may advise the Implementing Partner 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 paragraph 5.7 below; and/or seek any other remedy as may be necessary. The Steering Committee'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.

5.3 The Implementing Partner and UNDP undertakes no responsibilities 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**.

5.4 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.

5.5 The **RECIPIENT INSTITUTION** shall be solely liable for claims by third parties arising from the **RECIPIENT INSTITUTION**'s acts or omissions in the course of performing this Agreement and under no circumstances shall The Implementing Partner and UNDP be held liable for such claims by third parties.

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

5.7 This Agreement may be terminated by either party before completion of the Agreement by giving thirty (30) days written notice to the other party, and the **RECIPIENT INSTITUTION** shall promptly return any unutilized funds to UNDP as per paragraph 5.6 above.

5.8 The **RECIPIENT INSTITUTION** acknowledges that the Implementing Partner and UNDP and its representatives have made no actual or implied promise of funding except for the amounts specified by this particular tranches 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 performance targets. If any of the funds are returned to the Implementing Partner and UNDP or if this Agreement is rescinded, the **RECIPIENT INSTITUTION** acknowledges that the Implementing Partner and UNDP will have no further obligation to the **RECIPIENT INSTITUTION** as a result of such return or rescission.



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

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

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

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

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Implementing Partner, and the **RECIPIENT INSTITUTION**, respectively, have on behalf of the Implementing Partner and the **RECIPIENT INSTITUTION** signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

**On behalf of Implementing Partner:  
INSTITUTION:**

**On behalf of the RECIPIENT**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**B. BUDGET**

TO BE PREPARED BY THE RECIPIENT INSTITUTION. THIS BUDGET WILL BE  
SUBMITTED TO THE STEERING COMMITTEE FOR APPROVAL

**PROJECT BUDGET OF RECIPIENT INSTITUTION**

Project Number: \_\_\_\_\_

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Name of the RECIPIENT INSTITUTION:

\_\_\_\_\_

Total Amount of Funds under the Agreement: \_\_\_\_\_

Date of the Agreement: \_\_\_\_\_

**PROJECT BUDGET (in Local Currency)**

PERIOD COVERING FROM \_\_\_\_\_ TO \_\_\_\_\_

General Category of Expenditures	Tranche 1	Tranche 2	Tranche 3	TOTAL
Personnel				
Transportation				
Premises				
Training/Seminar/ Workshops, etc.				
Contracts (Audit)				
Equipment/Furniture (Specify)				
Other [Specify]				
Miscellaneous				
<b>TOTAL</b>				

\* Please note that all budget Lines are for costs related only to project 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.

**C. RECIPIENT INSTITUTION Performance Targets**

NAME OF RECIPIENT INSTITUTION:

\_\_\_\_\_

PERFORMANCE TARGETS	BASELINE	YEAR 1		YEAR 2		YEAR 3	
		Proposed	Actual	Proposed	Actual	Proposed	Actual

Annual Reporting Format

ANNEX 1  
Year \_\_\_\_\_

Recipient Institution: \_\_\_\_\_

OVERALL TARGETS FOR ENTIRE GRANT	BASELINE	PROPOSED ANNUAL TARGETS	ANNUAL BUDGET	ACTUAL ANNUAL RESULTS	ACTUAL ANNUAL EXPENDITURES	PROGRESS TOWARDS TARGETS