

UN AGENCY TO UN AGENCY CONTRIBUTION AGREEMENT

A. SUMMARY OF ACTIVITIES

Title : Engendering the Constitutional Reform Process (the "Activities")

Start/End Dates : Activities Start Date : 1 May 2015 [date of receipt of fund]

activities End Date: 30 April 2016

Location : Sierra Leone

Contribution Amount : USD 150,000 (the "Contribution")

Contributing Agency : United Nations Development Programme (UNDP)

Recipient Agency : United Nations Entity for Gender Equality and the Empowerment of

Women (UN Women)

Nature of Activities The activities are organized under the expected outputs and are as follows:

 Strengthening institutional capacity of the prime state machinery involved in the process. This include discussion meetings and orientation programs during the project period on selected topics.

 Participate and contribute in the ongoing consultations with the CRC, with special focus on women's parliamentary caucus to strategically improve gender sensitive parliamentary culture ahead of the enactment of the revised Constitution.

 Facilitate consultation with selected existing and future leaders from major political parties at the national and sub-national levels to generate interest and commitments on gender equality issues.

3. Develop selected material on civic education focusing on gender implications especially on topics like consensus building and conflict resolution, human rights, increased representation and leadership of women etc. Part of this component will also include developing an Action plan listing the topics to be covered and the strategy to be followed for implementation. Use of selected international day/events will be celebrated targeted for targeted message.

4. Organise a few dialogues to disseminate and work around the concluding comments from the CEDAW Committee and the Commission on the Status of Women (CSW) deliberations in order to fast-track the implementation of the relevant recommendations (especially those that affect the constitutional reform). This component will focus on mobilising the CSOs and the women members of CRC/Parliament in building common understanding on gender equality issues and work as a critical mass.

Purpose

With the proliferation of women's rights groups advocating for bringing in women's experience and interests continue to be key in any review process in order to end the perennial discriminations, marginalization and abuse of women from mainstream development of a country. Since Constitutional review comes once in a life time, the women of Sierra Leone see the present Constitutional Review process as a golden opportunity to advocate for their rights and enhance their equality with men.

With its global mandate of promoting women's political participation and leadership, UN Women engages with the ongoing constitutional review process, to partner with UNDP in creating synergies for positive and sustainable changes for women. UN Women will use international charters relevant to women's rights that Sierra Leone is a signatory to for effective advocacy to influence actors in the Constitutional review process. The partnership is guided by UN 'Delivering As One' principle and serves the following specific objectives:

- Widen the space for engaging Sierra Leonean women and ensuring their presence, and voice on the constitutional reform processes in Sierra Leone.
- ii) Strengthen institutional capacity of the CRC in engendering the constitutional processes by supporting, securing and sustaining gains made in gender equality goals in the post crisis reconstruction period in Sierra Leone.
- iii) Pool resource, generate synergy and leveraging in order to support the institutionalization of women's participation, empowerment in the constitutional reform processes

Annexes

: A detail work plan and budget is attached which forms integral part of the partnership agreement (Annex – I)

Expected outcome

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The Recipient Agency will be fully responsible for administering the Contribution in accordance with its financial regulations, rules, policies and procedures, and administrative instructions, and carrying out the Activities efficiently and effectively.

The expected outcomes for this project are as follows:

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- Increased participation of women and leadership in the on going Constitutional review process;
- Increased knowledge of various stakeholders on engendering the process and its benefits
- Enhanced strategic partnership and coordination among stakeholders for gender mainstreaming into the process and content

B. BUDGET

The total budget for the Activities is \$ 150,000 (US dollar One hundred Fifty thousand), in USD, as more fully described below.

Summary of activities and BUDGET ¹	Annual (Years 1, 2, X)	Total (all years)
Total programmable amount, including direct costs	\$ 138,000	\$ 138,000
Indirect support costs	\$ 12,000	\$ 12,000
Grand total	\$ 150,000	\$ 150,000

The Contributing Agency will not be responsible for any financial commitment or expenditure made by the Recipient Agency that exceeds the budget for the Activities. The Recipient Agency will promptly advise the Contributing Agency any time when the Recipient Agency is aware that the budget to carry out these Activities is insufficient to fully implement the Activities in the manner set out in the present Agreement, including its Annex(es). The Contributing Agency will have no obligation to provide the Recipient Agency with any funds or to make any reimbursement for expenses incurred in excess of the total budget as set forth herein.

C. COSTS RECOVERY

The Recipient Agency's support costs, determined in accordance with its cost recovery policy, will be paid from the Contribution, in accordance with the budget.

D. REPORTING

Narrative reporting:

The Recipient Agency will provide the Contributing Agency with a narrative report on the progress of the Activities on a regular basis, as set out below.

- October 2015 (six monthly)
- May 2016 (Completion report)

Financial Reporting:

The Recipient Agency will provide the Contributing Agency with the following financial reports, prepared in accordance with the Recipient Agency's financial regulations, rules, policies, procedures, and administrative instructions:

UN Women shall submit a financial report by 31 December 2015 (Six Monthly) and Final Financial report within 30 days after the end of this Contribution Agreement implementation (30 April 2016). The report will be submitted to UNDP HQ through the UNDP Country Director within 30 days following this date. This financial report (as PDR) will be uploaded into the project's CDR by HQ to reflect the UNWOMEN expenditure. The format will follow the standard UNDP expenditure report. UNDP will include the financial report by UNWOMEN in the financial report for the UNDP project of 00088160 - Constitutional Review Project following below Chart of Accounts (COA):

Activity ID	Fund Code	Donor Code	Project ID
3	30000	00551	00088160
6	30079	10159	00088160

E. CONTRIBUTIONS

The total amounts paid by the Contributing Agency shall match the total budget amount. For Activities less than one year in duration the Contribution will be paid to the Recipient Agency prior to the commencement of Activities. For multi-year Activities the Contribution will be paid in instalments according to the following schedule.

Schedule of payment:

10 May 2015

\$ 150,000.00 [full]

The Contributing Agency acknowledges that the Recipient Agency will not pre-finance Activities. If the Contribution, or any part of it, is not received in a timely manner, the Activities may be reduced or suspended by the Recipient Agency with immediate effect.

The Contribution will be paid into the following account:

Account Details :

United Nations Entity for Gender Equality and Empowerment

of Women (US Dollar account)

Account number

015 004813 CHASUS33

Swift Code Routing number

021 00 0021 US Dollars

Bank Address

Currency

UN Women's Account in NY

JP Morgan Chase Bank N.A. International Agencies Banking

270 Park Avenue, New York, New York 10017-2014

United States of America

When making such transfers the UNDP will notify UN Women, for the Attention of [The Representative), by e-mail (mary.okumu@unwomen.org;) of the following: (a) the amount transferred; (b) the value date of the transfer; (c) that the transfer is from the Contributing Agency pursuant to this Agreement.

F. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights related to the Activities will belong to the Recipient Agency. The

Contributing Agency and, if applicable, the relevant programme Government will enjoy a perpetual, royalty-free, non-exclusive and non-transferable license.

G. CORRESPONDENCE

All correspondence regarding the implementation of this Agreement will be addressed to:

Contributing Agency:

Mr. Sudipto Mukerjee, Country Director, United Nations Development Programme. Country Office in Sierra Leone. 55 Wilkinson Road, Freetown, Sierra Leone

Recipient Agency:

UN Women Sierra Leone, Address: 7c Mudge Farm, Off Wilkinson Road, Freetown, Sierra Leone

H. AMENDMENTS

The present Agreement, including its Annex(es), may be modified or amended only by written agreement between the two Agencies.

I. <u>COMPLETION OF THE ACTIVITIES</u>

The Recipient Agency will notify the Contributing Agency when all Activities have been completed.

The Recipient Agency will continue to hold any part of the Contribution that is unutilized at completion of the Activities until all commitments and liabilities incurred in the carrying out of the Activities have been satisfied and all arrangements associated with the Activities have been brought to an orderly conclusion.

J. TERMINATION OF THIS AGREEMENT

This Agreement will terminate upon satisfaction of all commitments and liabilities incurred in carrying out the Activities and the orderly conclusion of all arrangements associated with the Activities.

This Agreement may be terminated by either Agency at any time by written notice to the other. Termination will be effective thirty (30) days after receipt of the notice. In the event of termination under this paragraph, the two Agencies will cooperate to ensure completion of the Activities, satisfaction of all commitments and liabilities, and the orderly conclusion of all arrangements associated with the Activities.

K. REFUNDS OF UNSPENT BALANCES

OPTIONS:

1. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance of the Contribution (where the unspent funds exceed US\$1,000) will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

OR

2. Upon termination of this Agreement and following the submission of the final financial report, any unspent balance from the Contribution will be returned to the Contributing Agency, unless otherwise agreed in writing by the two Agencies.

L. <u>SETTLEMENT OF DISPUTES</u>

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The two Agencies will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Agencies.

M. ENTRY INTO FORCE AND VALIDITY

This Agreement will enter into force upon its signature by the authorized representatives of the Parties and remain in force until terminated in accordance with Section J above.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in duplicate.

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On behalf of the United Nations Development Programme:

Mr. Sudipto Mukerjee

Country Director

Date:

Signed:

On behalf of the UN Women

Country Representative

Ms. Mary Okumu

Date:

United Nations Entity for Gender Equality and the Empowerment of Women (UN Women)

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Work plan and budget: Annex I

Potential target group/partner	CRC members both male & female					Media partners/UNDP under an Action plan and strategy to follow			More elaboration during action plan and strategy	formulation		CRC, MPs and national gender machinery
Tentative Timeframe	Ongoing with UNDP		June,	October		Peace Keepers' Day (May), 16 day of Activism (end Nov).	Human rights day (Dec), IWD (March)					
Estimated budget USD	Cost not estimated	15,000			12,000	35,000				0006		13,000
No of event	4 remaining	Max 2 (30 persons	each)		Resource Folder- 7000 copies	4 Sets of messages			3 Quarterly event		2 max with 25 participants for each	
Activities detail	1.1 participate/contribute in ongoing consultations of CRC with special focus on GE & WE undertaken by UNDP	1.2 Additional consultations on identified challenges pre/during drafting			2.2.1 Develop & disseminate resource material for gender mainstreaming in CRC	material/messages on gender sensitive civic education covering: consensus building in conflict, peace building, human rights compliance, representation/leadership of	And the state of t	2.2.3 Community engagement and awareness for enhanced accountability of public service and policies using mass media and ICT	2.2.3 Organise thematic orientation for selected groups – e.g, mobilizing resources for GE and WE, Gender Responsive Budgeting (GRB) etc			
Program Budget Expected outputs	Increased & meaningful participation of women in engendering the on going	Constitutional review process			2. Increased knowledge & capacity of various stakeholders on engendering	governance and civic education						

- Ministries of Social Welfare and Gender, Finance, Planning,	Education, Health, Justice, Local	Government etc	- Major political parties and their members		- During campaigns and community engagement							
Sep 2015, Feb 2016				Nov 2015								
20,000			10,000		00009	120,000		10000	8000	12,000	30,000	150,000
2 events with 25 participants each			1 (25 persons max)									
3. Strategic partnership and coordination among among stakeholders to ensure an	orientation and follow up	3.2 Orientation for members of political	parties on promoting women's leadership									
Strategic partnership and coordination among stakeholders to ensure an	engendered process and	Constitution.			4. M & E and coordination	Total on Programs	Program Support cost	Human Resource (N UNV)	Equipment & Supplies	UN Women Overhead (8%)	Total	Grand total

	Summary of activities and BUDGET ¹	Annual Year 1	Total all years
1.	1. Additional consultations on identified challenges pre/during drafting- 15,000		
2.	Develop & disseminate resource material for gender mainstreaming in CRC- 12,000		
3.	Develop & disseminate material/messages on gender sensitive civic education- 35,000		
4	Community engagement and awareness for enhanced accountability of public service		
	and policies using mass media and ICT- 9,000		
5.	Organise thematic orientation for selected groups – e.g, mobilizing resources for GE and		
	WE, Gender Responsive Budgeting (GRB) etc- 13,000		
9.	Strengthening coordination & function of national gender machinery for strong policy		
	formulation and reform through		
7.	orientation and follow up – 20,000		
8.	Orientation for members of political parties on promoting women's leadership- 10,000		
9.	M & E and coordination- 6000		
10	10. Human resource- 10,000		
11	11. Equipment and supplies- 12,000		
Total	Total programmable amount, including direct costs- 138,000		
Indir	Indirect support costs- (8%) - 12,000		
Gran	Grand total- 150,000		