




Responsible Party Agreement

Référence du Projet : CIV10-00106063

1. Country: Côte d'Ivoire	
2. Name of Civil Society Organization (CSO): L'ASSOCIATION DES FEMMES JURISTES DE COTE D'IVOIRE (AFJCI) , Association qui a été fondée et constituée en personne morale régie par le droit de la Côte d'Ivoire, enregistré sous le numéro 31/INT/AT/AG/3 du 14 février 1986 dans l'objectif de contribuer à établissement d'une justice égalitaire entre les sexes et à l'amélioration du statut juridique de la femme et de l'enfant.	
3. Project Number and Title: CIV10-00106063 - Projet D'Appui au Renforcement de la justice et des services de sécurité intérieure dans la Réponse aux VSBG en Côte d'Ivoire (PARR/VSBG)	
4. Implementation Period: From 01 Septembre 2018 to 31 Décembre 2019.	
5. Budget: Up to the amount of US\$ 129 000 (one hundred and twenty nine thousand United States Dollars)	
6. Information for CSO Bank Account into Which Funds Will Be Disbursed: Account Name: AFJCI PNUD Account Title: ASSOCIATION DES FEMMES JURISTES DE CÔTE D'IVOIRE Account Number: CI042 01216 055097802001 18 Bank Name: NSIA BANQUE Bank Address: 01 BP 1274 Abidjan 01, 08-10 avenue Joseph Anoma Bank SWIFT Code: BIAO CIABXXX Bank Code: CI042 Routing instructions for disbursements: NA	
7. Notices to AFJCI: Name: AIMEE ZEBEYOUS Address: 1, rue du chemin de fer à l'ouest de SIPP Plateau, 01 BP 1758 Abidjan 01 Tel: +225 20 32 28 24 / +225 20 22 32 38 Fax: +225 20 21 42 86 Email: associationdesfemmesjuristes@yahoo.fr	8. Notices to UNDP: Name: LUC GREGOIRE Address: Angle Avenue Marchand, Rue Gourgas - 01 BP 1747 Abidjan 01, Côte d'Ivoire Tel: (225) 20 31 74 00 Fax: (225) 20 21 13 67 Email: registry.ci@undp.org

9. Signed for **ASSOCIATION DES FEMMES JURISTES DE COTE D'IVOIRE (AFJCI)** by its Authorized Representative

Date: 28/08/18

Signature: 



10. Signed for the **United Nations Development Programme** by its Authorized Representative

Date: 28 Aout 2018

Signature: 



The following documents constitute the entire Agreement (the "Agreement") between the Parties and supersedes all prior agreements, understandings, communications and representations concerning the subject matter:

- this face sheet ("Face Sheet")
- Standard Terms and Conditions
- Annex A – Project Document (including the Work Plan)
- Annex B – CSO Technical and Financial Proposals

If there is inconsistency between any of the documents forming part of this Agreement, the Agreement will be interpreted in the above order of priority.

STANDARD TERMS AND CONDITIONS

WHEREAS the Government of the Host Country indicated in block 1 of the Face Sheet and the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP") concluded a project document (hereinafter the "Project Document") for the project named in block 3 of the Face Sheet (hereinafter the "Project");

WHEREAS, pursuant to the Project Document, UNDP serves as an implementing partner under the Project;

WHEREAS in its capacity as an implementing partner, UNDP has selected the civil society organization named in block 2 of the Face Sheet (hereinafter the "CSO"), as a responsible party to implement activities (hereinafter the "Activities") and achieve deliverables (hereinafter the "Deliverables") within the time frames and pursuant to the budget set forth in the Work Plan which forms part of the Project Document (hereinafter the "Work Plan");

WHEREAS UNDP and the CSO (together referred to as the "Parties" or, individually, a "Party"), pursuant to their respective mandates and policies, share a common aim in the furtherance of sustainable development; and

WHEREAS the CSO understands and agrees that the overall goal of this Agreement is to contribute to producing the outputs and achieving the outcomes set forth in the Project Document.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of cooperation, the Parties have entered into this Agreement under the terms and conditions set forth herein.

1.0 Objectives and General Responsibilities of the Parties

1.1 The Parties agree that the main objective of this Agreement is to further the goals of the Project through the successful implementation of the Activities and achievement of the Deliverables.

1.2 Consistent with this objective, the CSO shall commence and implement the Activities and achieve the Deliverables with due diligence and efficiency, pursuant to the schedule set forth in the Work Plan, and in accordance with the terms and conditions of this Agreement. The Activities must be consistent with the regulations, rules, policies and procedures of UNDP.

1.3 All deadlines and time limits contained in this Agreement shall be deemed to be of the essence in respect of the implementation of the Activities and achievement of the Deliverables under this Agreement.

1.4 Any information or data provided by the CSO to UNDP for the purpose of entering into this Agreement, as well as the quality of the Activities, Deliverables and reports foreseen under this Agreement, will conform to the highest professional standards.

1.5 The Parties shall on a regular basis keep each other informed of, and consult on matters pertaining to the implementation of the Activities and achievement of the Deliverables under this Agreement.

2.0 Financial Arrangements

2.1 Pursuant to the budget contained in the Work Plan, UNDP shall make available to the CSO funds up to the maximum amount indicated in block 5 of the Face Sheet upon timely achievement of the Deliverables and in accordance with the schedule set forth in the Work Plan.

2.2 The amounts stated above shall not be subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the CSO in the implementation of the Activities.

2.3 All payments shall be made by UNDP to the CSO bank account indicated in block 6 of the Face Sheet.

2.4 Payments effected by UNDP to the CSO shall be deemed neither to relieve the CSO of its obligations under this Agreement nor as acceptance by UNDP of the CSO's performance of the Activities.

2.5 The CSO shall notify UNDP about any expected budget variations. The CSO shall be authorized to make variations not exceeding twenty (20) per cent on any one budget line item in the Work Plan, provided that the maximum amount allocated by UNDP pursuant to paragraph 2.1 above, is not exceeded. Any variations exceeding twenty (20) per cent on any one budget line item that may be necessary for the proper and successful implementation of the Activities under this Agreement shall be subject to prior consultations with, and written approval by, UNDP.

2.6 UNDP shall not be liable for the payment of any expenses, fees, tolls, or any other costs not expressly provided for in the Work Plan, not authorized by UNDP pursuant to the preceding paragraph, or exceeding the maximum amount referred to in paragraph 2.1 above.

2.7 Unless otherwise agreed in writing by UNDP, the CSO shall return all unspent funds and income (including interest) to UNDP within one (1) month of completion of the Activities or termination of this Agreement, whichever is earlier.

3.0 Refund

3.1 The CSO shall disburse the funds made available to it by UNDP and incur expenditures in connection with the Activities on the terms and conditions set forth in this Agreement and the Work Plan. In the event that the CSO disburses the funds or incurs expenditures in violation of this Agreement and/or the Work Plan, notwithstanding the availability or exercise of any other remedies under this Agreement, the CSO shall refund the amounts to UNDP not later than thirty (30) days after the CSO receives a written request for such refund from UNDP. Failing that, UNDP may deduct the amount of the requested refund from any payments due to the CSO under this Agreement.

4.0 The CSO Personnel

4.1 The CSO shall be fully responsible and liable for all persons engaged by it in connection with the Activities, including employees, consultants, agents, accountants, advisers, and contractors (hereinafter the "CSO Personnel"). The CSO shall ensure that the CSO Personnel meet the highest standards of professional qualifications and competence necessary for the implementation of the Activities and achievement of the Deliverables under this Agreement, are free from any conflicts of interest related to the Activities, respect the local laws and customs, and conform to the highest standards of moral and ethical conduct.

4.2 The CSO Personnel shall not be considered in any respect as being the officials, personnel, employees, staff or agents of UNDP or the United Nations.

4.3 The CSO agrees and shall ensure that the CSO Personnel performing the Activities under this Agreement:

- a) Shall not seek nor accept instructions regarding the Project from any Government or other authority external to the CSO or UNDP;
- b) Shall refrain from any conduct that would adversely reflect on UNDP or the United Nations, and shall not engage in any activity that is incompatible with the aims, objectives or mandate of UNDP or the United Nations; and
- c) Shall not use information that is considered confidential without the prior written authorization of UNDP, as required by Article 12.0 below.

4.4 The CSO's decisions related to the CSO Personnel, including employment or dismissal, shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, sexual orientation, handicapped status, or other similar factors.

5.0 Assignment

5.1 The CSO shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the CSO's rights, claims or obligations under this Agreement except with the prior written consent of UNDP.

6.0 Contracting

6.1 In the event the CSO requires the services of contractors, the CSO shall remain responsible for their acts and omissions in relation to the Activities as if they were the acts and omissions of the CSO. The terms of any contract with any such contractor shall be subject to and conform to the provisions of this Agreement.

7.0 Procurement

7.1 Procurement of goods, services and technical assistance required under the Work Plan will be conducted by the CSO in accordance with the principles of highest quality, transparency, economy and efficiency. Such procurement will be based on the assessment of competitive quotations, bids, or other proposals, unless otherwise agreed in writing by UNDP.

8.0 Equipment

8.1 Any non-consumable supplies, equipment, vehicles and materials financed by UNDP or furnished by UNDP to the CSO under this Agreement (hereinafter the "Equipment") shall remain the property of UNDP.

8.2 The CSO shall be responsible for the proper custody, maintenance and care of the Equipment. It shall also maintain complete and accurate records of the Equipment, and shall regularly verify the inventory thereof. In addition, it shall purchase and maintain appropriate insurance for the Equipment in the amounts agreed upon between the Parties and incorporated in the budget contained in the Work Plan.

8.3 UNDP shall provide reasonable assistance to the CSO in connection with clearing the Equipment through customs at ports of entry into the country where the Activities are to be implemented.

8.4 In the event of damage, theft, loss or other forfeiture of the Equipment, the CSO shall provide UNDP with a complete written report supported, where appropriate, by a police report and any other evidence, giving full particulars of the events leading to the loss of, or damage to the Equipment.

8.5 The CSO shall return the Equipment to UNDP within thirty (30) days upon completion of the Activities or termination of this Agreement, whichever is earlier, or when no longer needed by the CSO. When returned to UNDP, the Equipment shall be in the same condition as when furnished to the CSO, subject to normal wear and tear.

8.6 UNDP may request compensation for the damaged, stolen, lost or otherwise forfeited Equipment, or the Equipment determined by UNDP to be degraded beyond normal wear and tear. If the CSO fails to compensate UNDP within thirty (30) days of UNDP's request, UNDP may deduct the amount thereof from any payments due to the CSO under this Agreement.

9.0 Copyrights, Patents, and Other Proprietary Rights

9.1 Except as may be otherwise agreed by the Parties in this Agreement, UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the CSO has developed for UNDP under this Agreement and which bear a direct relation to, or are produced, prepared or collected in consequence of, or during the course of, the performance of this Agreement. The CSO acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

9.2 The CSO shall be responsible for obtaining any licenses and permits required by national laws in connection with the Activities. UNDP shall cooperate as appropriate and necessary.

10.0 Reporting

10.1 The CSO shall report to UNDP on the implementation of the Activities and achievement of the Deliverables under this Agreement.

10.2 The CSO shall provide UNDP with (a) quarterly reports, due within thirty (30) days after the end of each quarter; (b) if the duration of this Agreement exceeds one (1) year, annual reports, due within sixty (60) days after the end of each year; and (c) a final report, due within sixty (60) days after the completion of the Activities or expiration or prior termination of this Agreement.

10.3 Each report must be written in the English language and must, *inter alia*, contain information on:

- a) Activities carried out under the Agreement during the reported period;
- b) Progress towards achieving the Deliverables during the reported period;
- c) Corresponding indicators, baselines, sources of data, and data collection methods;
- d) Any new issues, risks, challenges and opportunities that should be considered in implementing the Activities;
- e) Financial data, including cash receipts and disbursements incurred by the CSO, reconciliation of outstanding advances and foreign exchange loss or gain during the reported period, if applicable; and
- f) Cumulative financial data, showing satisfactory management and use of UNDP resources.

10.4 In addition, the annual report and final reports, referred to in paragraph 10.2 above, must contain audited financial statements and records related to the Activities.

10.5 The CSO shall provide such additional reports related to the Activities as may be reasonably required by UNDP under its regulations, rules, policies and procedures.

11.0 Maintenance of Records

11.1 The CSO shall keep accurate and up-to-date records and documents, including original invoices, bills, and receipts pertinent to each transaction related to the Activities under this Agreement.

11.2 The CSO shall promptly disclose to UNDP any income, including interest, arising from the Activities. Such income shall be reflected in a revised Work Plan and recorded as accrued income to UNDP, unless otherwise agreed by the Parties.

11.3 Upon completion of the Activities, or the termination of this Agreement, the CSO shall maintain the records for a period of at least five (5) years, unless otherwise agreed by the Parties.

12.0 Confidentiality

12.1 Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party to the other Party during the term of this Agreement shall be considered confidential and shall be handled pursuant to the UNDP Information Disclosure Policy, not attached hereto but known to and in the possession of the Parties.

12.2 The CSO may disclose information to the extent required by law, provided that and without any waiver of the privileges and immunities of the United Nations, the CSO will give UNDP sufficient prior notice of a request for the disclosure of information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

12.3 UNDP may disclose information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General of the United Nations.

12.4 These obligations shall not lapse upon completion of the Activities or termination of this Agreement, whichever is earlier.

13.0 Insurance and Liabilities to Third Parties

13.1 The CSO shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used in connection with the Activities under this Agreement.

13.2 The CSO shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to the CSO Personnel to cover claims for personal injury or death in connection with this Agreement.

13.3 The CSO shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the Activities, as well as the use of the Equipment owned or leased by the CSO or the CSO Personnel, or furnished or financed by UNDP pursuant to Article 8.0 above.

14.0 Indemnity

14.1 The CSO shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials and persons performing services for UNDP from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) or relating to acts or omissions of the CSO, including the CSO Personnel, under this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, damage to property or other hazards that may be suffered by the CSO Personnel as a result of their services pertaining to the Activities, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the CSO or the CSO Personnel.

15.0 Tax Exemptions

15.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations' exemption from such taxes, duties or charges, the CSO shall immediately consult with UNDP to determine a mutually acceptable solution.

15.2 Accordingly, the CSO authorizes UNDP to deduct from the CSO's invoice any amount representing such taxes, duties or charges, unless the CSO has consulted with UNDP before the payment thereof and UNDP has, in each instance, specifically provided written authorization to the CSO to pay such taxes, duties or charges under protest. In that event, the CSO shall provide UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

16.0 Security and Anti-Terrorism

16.1 The responsibility for the safety and security of the CSO and the CSO Personnel and property, as well as of the Equipment and other UNDP property in the CSO's custody, shall rest with the CSO.

16.2 UNDP reserves the right to verify whether the necessary security arrangements are in place, and to suggest modifications thereto when necessary. 16.3 The CSO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/sc/committees/1267/1267.htm>. This provision must be included in all contracts entered into under this Agreement.

17.0 Audit and Investigations

17.1 All payments made by UNDP under this Agreement shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of this Agreement and for a period of five (5) years following the completion of the Activities or the termination of this Agreement.

17.2 The CSO acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of this Agreement or the selection of the CSO as a responsible party, the

obligations performed under this Agreement, and the operations of the CSO generally relating to the performance of this Agreement. The right of UNDP to conduct an investigation and the CSO's obligation to comply with such an investigation shall not lapse upon completion of the Activities or the termination of this Agreement, whichever is earlier.

17.3 The CSO shall provide its full and timely cooperation with any post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the CSO's obligation to make available the CSO Personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions, and to grant to UNDP access to the CSO's premises at reasonable times and on reasonable conditions. The CSO shall cause the CSO Personnel to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

17.4 UNDP shall be entitled to a refund from the CSO for any amounts shown by audits and investigations to have been paid by UNDP other than in accordance with the terms and conditions of this Agreement.

18.0 Force Majeure

18.1 In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the Party affected by it shall give the other Party notice and full particulars in writing of such occurrence. If the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under this Agreement, the Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement by UNDP pursuant to Article 28.0, or termination of this Agreement by the CSO with at least seven (7) days written notice of such termination.

18.2 In the event that this Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article 28.0 below, shall apply.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party invoking *force majeure*. The CSO acknowledges and agrees that, with respect to any obligations under this Agreement that the CSO must perform in areas in which the United Nations is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh

conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under this Agreement.

19.0 Use of the Name, Emblem and Official Seal of UNDP

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

19.2 The Parties shall cooperate in any public relations or publicity exercises when UNDP deems these appropriate or useful.

20.0 Privileges and Immunities

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

21.0 Officials Not to Benefit

21.1 The CSO represents and warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Agreement or the award thereof, to any representative, official, employee, or other agent of UNDP.

22.0 Observance of the Law

22.1 The CSO shall comply with all laws, ordinances, rules, and regulations applicable to the performance of its obligations under this Agreement.

23.0 Child Labor

23.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiary or affiliated entities (if any) nor the CSO Personnel are engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

24.0 Mines

24.1 The CSO represents and warrants that neither it, its parent entities (if any), any of the CSO's subsidiaries or affiliated entities (if any) nor any CSO Personnel is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

25.0 Sexual Exploitation

25.1 In the performance of this Agreement, the CSO shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the CSO shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

25.2 The CSO shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the CSO Personnel. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the CSO shall refrain from, and shall take all reasonable and appropriate measures to prohibit the CSO Personnel or any other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The CSO acknowledges and agrees that the provisions of this Article 25.0 constitute an essential term of the Agreement and that any breach of these provisions shall entitle UNDP to terminate the Agreement immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind.

25.3 UNDP shall not apply the foregoing standard relating to age in any case in which the CSO Personnel is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such CSO Personnel.

26.0 Conflicts of Interest; Anti-Corruption

26.1 The Parties agree that it is important that all necessary precautions are taken to avoid conflicts of interest and corrupt practices. To this end, the CSO shall maintain standards of conflict that govern the performance of the CSO Personnel, including the prohibition of conflicts of interest and corrupt practices in connection with the award and administration of contracts, grants, or other benefits.

26.2 The CSO and persons affiliated with it, including the CSO Personnel, shall not engage in the following practices:

- a) participating in the selection, award, or administration of a contract, grant or other benefit or transaction funded by UNDP, in which the person, members of the person's immediate family or his or her business partners, or organizations controlled by or substantially involving such person, has or have a financial interest;
- b) participating in such transactions involving organizations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment;
- c) offering, giving, soliciting or receiving gratuities, favors, gifts or anything else of value to influence the action of any person involvement in a procurement process or contract execution;
- d) misrepresenting or omitting facts in order to influence the procurement process or the execution of a contract;
- e) engaging in a scheme or arrangement between two or more bidders, with or without the knowledge of the CSP, designed to establish bid prices at artificial, non-competitive levels;
or
- f) participating in any other practice that is or could be construed as an illegal or corrupt practice under domestic law.

26.3 If the CSO has knowledge or becomes aware of any of the practices outlined in paragraph 2 of this Article 26 undertaken by anyone affiliated with the CSO, the CSO shall immediately disclose the existence of such practices to UNDP.

26.4 The CSO acknowledges and agrees that each of the provisions in Articles 21 to 26 hereof constitutes an essential term of the Agreement and that any breach of any of these provisions shall entitle UNDP to terminate the Agreement or any other contract with UNDP immediately upon notice to the CSO, without any liability for termination charges or any other liability of any kind. In addition,

nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

27.0 Dispute Settlement

27.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement, or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

27.2 If such dispute, controversy or claim between the Parties is not settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, it shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

28.0 Termination of this Agreement

28.1 The Parties recognize that successful implementation and completion of the Activities and achievement of the Deliverables are of paramount importance, and that UNDP may find it necessary to terminate or to modify the Activities, should circumstances arise that jeopardize successful completion of the Project. The provisions of the present Article shall apply to any such situation.

28.2 UNDP shall consult with the CSO if any circumstances arise that, in the judgment of UNDP, interfere or threaten to interfere with the successful implementation or completion of the Activities, or

achievement of the Deliverables. For its part, the CSO shall promptly inform UNDP of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the CSO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of this Agreement on the beneficiaries of the Project.

28.3 UNDP may, at any time after occurrence of the circumstances in question, and after appropriate consultations with the CSO, suspend or terminate this Agreement by written notice to the CSO, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph.

28.4 Upon receipt of a notice of termination by UNDP under the present Article, the CSO shall take immediate steps to terminate the Activities under this Agreement, in a prompt and orderly manner, so as to minimize losses and further expenditures. The CSO shall undertake no forward commitments and shall return to UNDP, within thirty (30) days, all unspent funds made available to it by UNDP under Article 2.0, and the Equipment financed by UNDP or furnished to it by UNDP pursuant to Article 8.0.

28.5 In the event of termination by UNDP under this Article 28.0, UNDP shall only reimburse the CSO the costs incurred in connection with the Activities carried out in accordance with the terms and conditions of this Agreement. Such reimbursement, when added to the amounts previously made available to the CSO by UNDP in accordance with Article 2.0 above, shall not exceed the maximum amount of funds referred to in paragraph 2.1 of that Article. 28.6 Following the termination, in the event UNDP decides to transfer the responsibilities of the CSO for the Activities to another entity, the CSO shall cooperate with UNDP and the other entity to ensure the orderly transfer of such responsibilities.

28.7 Notwithstanding anything in this Agreement to the contrary, UNDP may terminate this Agreement at any time without having to provide any justification therefor upon sixty (60) days' advance written notice to the CSO.

29.0 Notices

29.1 Any notice, request, document, report, or other communication submitted by either the CSO or UNDP shall be in writing and sent to the other party at the address information set forth in block 7 or block 8 of the Face Sheet, as appropriate.

30.0 Survival

30.1 The provisions of Article 3.0 (Refund), Article 4.0 (The CSO Personnel), Article 7.0 (Procurement), Article 8.0 (Equipment), Article 9.0 (Copyrights, Patents, and Other Proprietary Rights), Article 10.0 (Reporting), Article 11.0 (Maintenance of Records), Article 12.0 (Confidentiality), Article 14.0 (Indemnity), Article 17.0 (Audit and Investigations), Article 20.0 (Privileges and Immunities), and Article 27.0 (Dispute Settlement) shall survive and remain in full force and effect regardless of the expiry of the Project term or the termination of this Agreement.

31.0 Other CSO Representations and Warranties

31.1__The CSO represents and warrants that: (a) it is a legal entity validly existing under the laws of the jurisdiction in which it was formed and it has all the necessary powers, authority and legal capacity to: (i) own its assets, (ii) conduct Project activities, and (iii) enter into this Agreement; and (b) this Agreement has been duly executed and delivered by the CSO and is enforceable against it in accordance with its terms.

32. Entry into Force, Duration, Extension and Modification of this Agreement

32.1 This Agreement shall enter into force on the date of its signature by both the CSO and UNDP, acting through their duly Authorized Representatives identified in blocks 9 and 10 of the Face Sheet, and terminate on the Implementation Period end date indicated in block 4 of the Face Sheet.

32.2 Should it become evident to the CSO during the implementation of the Activities that an extension beyond the Implementation Period end date set forth in block 4 of the Face Sheet will be necessary to achieve the Deliverables, the CSO shall, without delay, inform UNDP and give full particulars. UNDP shall take such action as, in its sole discretion, it considers appropriate or necessary under the circumstances, including the granting to the CSO of a reasonable extension of time in which to perform its obligations under this Agreement.

32.3 This Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

32.4 Failure by either Party to exercise any rights available to it, whether under this Agreement or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Agreement.



Projet D'Appui au Renforcement de la justice et des services de sécurité intérieure dans la Réponse aux VSBG en Côte d'Ivoire (PARR/VSBG)

ANNEXE 1 : TERMES DE REFERENCE DE L'ACTION

FONDS D'APPUI FINANCIER AU RENFORCEMENT DES CAPACITES DES CLINIQUES JURIDIQUES POUR LA SENSIBILISATION (Y COMPRIS LA CONFECTION D'OUTILS DE COMMUNICATION, LA CONFECTION ET DIFFUSION DE SPOTS AUDIO AVEC LES RADIOS DE PROXIMITE ET DE SPOTS TELEVISES), L'ACCOMPAGNEMENT MEDICOLEGAL, JURIDIQUE ET JUDICIAIRE DES VICTIMES DE VSBG



1

Contexte et Justification

La Côte d'Ivoire est l'un des pays dans lequel les violences basées sur le genre (Mutilations Génitales Féminines, violences sexuelles, mariages forcés, violences conjugales, violences sociales, etc...) existent fortement mais ne sont pas suffisamment réprimés même si de nombreuses mesures de lutte ainsi que des entités spécialisées pour la prise en charge des victimes organisées autour de la Stratégie Nationale de Lutte contre les VBG adoptée en 2014 (document de référence en matière de lutte contre les VBG) existent en la matière. En effet, un système de lutte contre les VBG et de coordination pour une synergie d'actions comprenant : le Comité national de lutte contre les violences faites aux femmes et aux enfants, créé en 2012 qui évolue vers un Programme National de lutte contre les VBG, les plates formes de lutte contre les VBG, le Système de Gestion des Informations sur les VBG (GBVIMS), le système parallèle développé par le Système des Nations Unies (MARA) pour la collecte des données sur les violences sexuelles, les bureaux d'écoute et de conseil (dans les centres sociaux), et les bureaux du genre (gender desks) installés dans les commissariats de police et les brigades de gendarmerie a été mis en place mais reste insuffisant.

Le présent projet vient en accompagnement de ces actions, notamment dans les régions de l'ouest de la Côte d'Ivoire, où en dépit des efforts consentis et des résultats notables, plusieurs défis subsistent, notamment en termes de (i) prévention des VSBG et renforcement des capacités des institutions nationales et des organisations de la société civile à lutter contre les VSBG ; (ii) l'amélioration de l'accès à la justice pour les victimes ayant survécu aux violences ; (iii) le renforcement de la lutte contre l'impunité à l'endroit des auteurs des VSBG ; mais aussi et surtout (v) le renforcement du système national de collecte de données sur les VSBG.

Pour ce faire, outre les actions de renforcement de la justice et sensibilisation des communautés, le projet entend contribuer à renforcer le réseau des bureaux d'accueils genre (gender desks). Le Gender Desk est le bureau de lutte contre les violences basées sur le genre. Il se charge de la procédure sécuritaire et judiciaire en la matière dans le strict respect des standards internationaux pour la protection des femmes, des enfants et des personnes vulnérables.

Le projet est également la contribution du PNUD et du Gouvernement Américain (Ambassade des Etats Unis) à la mise en œuvre du Programme de consolidation de la paix, qui vise à poursuivre le renforcement des capacités des différents acteurs, à pérenniser et consolider les acquis de la Côte d'Ivoire en matière de consolidation de la paix, de réconciliation nationale et de cohésion sociale après le départ de l'ONUCI. Il vient donc, tout en s'appuyant sur les acquis, renforcer dans la zone ouest, la prise en charge holistique des victimes de violences basées sur le genre (VVBG). L'un des acquis, ce sont les 09 cliniques juridiques mises en place par l'UE, le PNUD, l'UNICEF et l'ONUCI dans le cadre projet PALAJ (*Projet d'appui à l'amélioration de l'accès au droit et à la justice*) exécuté par l'Association des Femmes Juristes de Côte d'Ivoire (AFJCI). ces Cliniques Juridiques (des villes de, Guiglo, Daloa, Man et San-Pedro) ont déjà acquis une grande expérience dans la promotion et la vulgarisation du droit et plus encore dans la facilitation de l'accès des populations à la justice avec un accent particulier sur la prise en charge juridique et judiciaire des VSBG depuis le mois de mai 2013.

C'est pour poursuivre sur cette lancée et apporter un appui au gouvernement de Côte d'Ivoire pour la réponse aux VSBG dans la zone ouest que le PNUD se propose, comme validé par le comité technique, lors de sa première réunion tenue le 10 avril 2018, d'apporter un appui financier aux cliniques juridiques en vue de renforcer leurs capacités dans la lutte contre les VSBG et la prise en charge médico-légale, juridique et judiciaire des victimes.

I. Objectif Général

L'objectif général est d'accompagner les cliniques juridiques dans leurs actions d'informations juridiques des populations sur la prévention des VSBG, les mécanismes de prise en charge, et l'accompagnement médico-légal, juridique et judiciaire des victimes.

II. Objectifs Spécifiques

- S'appuyer sur l'expérience et l'implantation locale des cliniques juridiques afin d'améliorer le dispositif de la prise en charge juridique et judiciaire des VSBG,
- Renforcer les capacités des cliniques juridiques dans la lutte contre les VBG en leur mettant à disposition des fonds pour la sensibilisation et la prise en charge des VSBG,
- Appuyer les cliniques juridiques dans la sensibilisation des populations sur l'existence et l'importance de la loi dans leur protection contre les VSBG,
- Réduire l'impunité des cas de VSBG,
- Vulgariser les lois nationales réprimant les VSBG auprès de la population, des forces de défense et de sécurité et des organes de justice et de prise en charge sociale,
- Informer les populations sur les mesures de prévention et de protection à travers les sensibilisations,
- Contribuer à la prévention et à la mobilisation des communautés aux niveaux national et local pour le changement de comportements,
- Assurer un accompagnement médico-légal (frais d'exams biologiques, de soins et médicaments, consultation psychologique ou psychiatrique, certificat médical),
- Assurer un accompagnement juridique et judiciaire pour les survivantes de VSBG,
- Aider les victimes à obtenir l'assistance judiciaire des BLAJ,
- Faire la détection des cas par le biais de leurs relais communautaires. Les relais communautaires sont des personnes formées sur les questions de droit et de VBG et qui informent la clinique juridique chaque fois qu'un cas se produit. Ils aident également la clinique juridique pendant les différentes sensibilisations en assurant la traduction en langue locale, la mobilisation, la distribution des courriers etc. ils font également le référencement des cas à la clinique juridique et aux gender desks,
- Appuyer les gender desks dans la prise en charge juridique et judiciaire des victimes,
- Confectionner et diffuser les outils de communication, notamment, les affiches, les dépliants, les tee-shirts, etc
- Confectionner et diffuser les spots dans les radios et à la télévision, et / ou des émissions radio.

III. Résultats Attendus

- Le dispositif de la prise en charge juridique et judiciaire des VSBG est amélioré avec l'implantation locale des cliniques juridiques,
- Les capacités des cliniques juridiques dans la lutte contre les VBG sont renforcées,
- Les populations sont sensibilisées sur l'existence et l'importance de la loi dans leur protection contre les VSBG,

- L'impunité des cas de VSBG est réduite,
- Les lois nationales réprimant les VSBG sont vulgarisées,
- Les populations sont informées sur les mesures de prévention et de protection à travers les sensibilisations,
- Une contribution significative est faite en matière de prévention et mobilisation des communautés aux niveaux national et local pour le changement de comportements,
- Un accompagnement médico-légal (frais d'exams biologiques, de soins et médicaments, consultation psychologique ou psychiatrique si nécessaire, certificat médical) est assuré.
- Un accompagnement juridique et judiciaire pour les survivantes de VSBG est assuré,
- L'obtention de l'assistance judiciaire des BLAJ est facilitée pour les victimes,
- La détection des cas par le biais de leurs relais communautaires, et les référer aux gender desks, est assurée,
- Les gender desks sont appuyés dans la prise en charge juridique et judiciaire des victimes,
- Les outils de communication sont confectionnés et diffusés,
- 10 spots radio et télévisés, et / ou les émissions radio sont confectionnés et diffusés,
- 1 spots télévisé est confectionné et 10 diffusions faites à la télévision nationale.
- .

IV. Méthodologie

30 sensibilisations grand public seront conduites simultanément avec des consultations juridiques dans chaque zone ciblée par le projet, zones couvertes par les gender desks. Les sensibilisations se feront en étroite collaboration avec le ministère de la Femme, de la protection de l'enfant et de la solidarité et avec la participation des populations et des acteurs locaux (plateformes VBG) intervenant dans la prise en charge des VBG (autorités administratives, judiciaires, communautaires et religieux, ONG locales, médecins, associations d'hommes, de femmes et de jeunes, associations d'élèves, associations de la société civile...) ainsi que les Comités Consultatifs d'Ethique (CCE) et les leaders communautaires, traditionnels et religieux.

10 spots et / ou émissions radios seront réalisées et diffusées sur les 04 cliniques juridiques et à la télévision nationale. Ces actions permettront de renforcer d'éducation juridique des populations sur leur protection juridique et judiciaire contre les VBG. Les spots et /ou émissions radios se feront avec les plateformes VBG et les autorités et leader communautaires.

Par ailleurs, les cliniques juridiques assureront un accompagnement médico-légal, juridique et judiciaire aux survivantes de VSBG, (frais d'exams biologiques, de médicaments, consultation psychologique ou psychiatrique si nécessaire, certificat médical etc.). L'accompagnement juridique se fera en faveur des survivantes de VSBG.

Elles feront le référencement des victimes de VSBG vers les gender desks qui seront mis en place dans le cadre du projet VSBG et même ceux existant déjà et les bureaux locaux de l'assistance judiciaire (BLAJ) pour la demande de l'assistance judiciaire.

L'AFJCI devra veiller à une collecte de données fiables recueillies auprès des gender desks et cliniques juridiques. La collecte de données se fera à travers les formulaires de collecte de données qui seront renseignés par les OPJ des gender desks et les registres de consultation juridiques et la base de données de l'AFJCI. C'est d'ailleurs ce qui justifie la prise en compte d'un statisticien consultant sur le projet. Les affiches et outils de communication pour le changement de comportement (CCC) seront confectionnés par l'AFJCI en collaboration avec le PNUD

Pour la mise en œuvre des activités, la logistique des cliniques juridiques sera mobilisée.

Le dépôt de rapports financiers et narratifs se fera tous les deux mois.

V. Durée de l'action

L'action sera mise en œuvre sur une période de 17 mois (Octobre 2018-fevrier 2020).

VI. Participants/ Bénéficiaires

La population, les autorités locales, les CCE, les plateformes VBG, les organisations de la société civile.

- Au moins 150 participants pour chacune des 10 sensibilisations de masse, soit un total de 150*10 : 1500 participants
- 2 juristes consultants-facilitateurs/activités (pour Guiglo, Man et San pedro)
- 01 juriste consultant facilitateur activités pour Daloa
- 01 chauffeur pour chaque clinique juridique
- 1 coordonnatrice générale (AFJCI)
- 03 comptables (Man, Guiglo et San pedro)
- 01comptable coordonnateur
- 01 statisticien

Ces personnes travailleront à temps partiel sur le projet VBSG

V. Répartition par clinique juridique

Structure/ couverture des GD par clinique juridique	Localités et sites de mise en place (gender desks installés)	Activités
CJ de Guiglo (03 gender desks)	Brigade de gendarmerie de Bolequin	08 sensibilisations de masse, 02 spots et / ou émissions radios, Accompagnement médico-légal, juridique et judiciaire.
	Brigade de gendarmerie de Taï	
	Commissariat de police de Toulepleu	
CJ de Man (07 gender desks)	Brigade de gendarmerie de Man	13 sensibilisations de masse, 04 spots et / ou émissions radios, Accompagnement médico-légal, juridique et judiciaire.
	Commissariat de police de Biankouma	
	Brigade de gendarmerie de Sangouiné	

	Commissariat de police de Danané	
	Brigade de gendarmerie de Sipilou	
	Brigade de gendarmerie de Zouan-Hounien	
	Brigade de gendarmerie de Kouibly	
CIJ de Daloa (suivi des procédures et activités à la Cour d'appel de Daloa et à la légion de gendarmerie de Daloa)	Daloa	03 sensibilisations de masse, 02 spots et / ou émissions radios.
CJ de San pedro (02 gender desks)	Commissariat de police de San pedro	06 sensibilisations de masse, 02 spots et / ou émissions radios, Accompagnement médicolégal, juridique et judiciaire.
	Brigade ou commissariat de Tabou	
Coordination Abidjan	Confection d'affiches et outils de CCC Confection d'un spot télévisé 10 diffusions du spot télévisé	
Dépôt de rapports financier et narratif	Abidjan	Chaque 02 mois

NB : la répartition des activités a été faite en fonction du nombre de gender desk par clinique juridique.

Budget détaillé du plan d'actions 2018-2019

Budget projet PNUD sur violences Sexuelles basées sur le Genre (VSBG)

16 mois

Ne pas toucher aux formules

Spécifier correctement l'unité de calcul

Instructions

Utiliser le taux de 1\$ = FCFA 556,555

Insérer des lignes autant que possible

Calcul du Cout direct = (Mtn USD X Taux de chg) / (1 + Taux de frais de support)

Exemple :

Mtn USD : 21 959 292 Tx chg : 579,46 Tx frais support (FS) : 0%

TOTAL ACTIVITE DIRECT = (\$ X 579,467) / (1 + FS) = F cfa

TOTAL FRAIS DE SUPPORT = f cfa

Statut	Description	Unité	Qté	Cout unitaire	Fréquence ou Qté	Cout Total XOF	Cout Total USD
	Organiser des activités d'information et de sensibilisations de masse les loi reprimant les VSBG, et les mécanismes légaux en place pour la protection des populations.						
	FORFAIT PERDIEM SENSIBILISATION						
	Assurer les perdiems de 07 juristes, 04 chauffeur et 03 comptable par clinique juridique (148 nuitées)	personne	1	30 000	148	4 440 000	7 978
	TOTAL PERDIEMS SENSIBILISATION					4 440 000	7 978
	CARBURANT						
	Carburant Véhicule Clinique Juridique Man	litre	190	610	13	1 506 700	2 707
	Carburant Véhicule Clinique Juridique Guiglo	litre	170	610	8	829 600	1 491
	Carburant Véhicule Clinique Juridique San pedro	litre	120	610	6	439 200	789
	Carburant Véhicule Clinique Juridique Dalao	litre	110	610	3	201 300	362
	Carburant Groupe Electrogène pour 30 sensibilisations	litre	15	610	30	274 500	493
	TOTAL CARBURANT VEHICULE					3 251 300	5 842
	SENSIBILISATION DE MASSE						
	Location de chaises	par chaise	150	100	30	450 000	809
	Location d'espaces	forfait	1	10 000	30	300 000	539
	Troupe Théâtrale	forfait	1	50 000	30	1 500 000	2 695
	Recharge téléphonique organisation de sensibilisation	forfait	1	10 000	30	300 000	539
	Rafraichissement	par personne	150	1 700	30	7 650 000	13 745
	Bandoles pour sensibilisation	forfait	4	50 000	1	200 000	359
	TOTAL SENSIBILISATION DE MASSE					10 400 000	18 686
	TRANSPORT et COLLATION MOBILISATEURS COMMUNAUTAIRES						
	Transport relais clinique juridique	par personne	2	10 000	30	600 000	1 078
	Transport mobilisateurs communautaires (Griots)	par personne	2	5 000	30	300 000	539
	TOTAL TRANSPORT ET COLATION MOBILISATEURS COMMUNAUTAIRES					900 000	1 617
	TOTAL GENERAL ACTIVITES SENSIBILISATION					18 991 300	34 123
	CONFECTION ET DIFFUSION SPOTS TELEVISES ET RADIOS						
	Confection et diffusions de 10 spots et ou Emissions radios avec les radios de proximité	forfait	1	60 000	10	600 000	1 078

Ligne Budgétaire	Description	Unité	Qté	Cout unitaire	Fréquence ou Qté	Cout Total XOF	Cout Total USD
2.2	confection et diffusion de 10 spots télévisés	forfait	1	860 000	1	860 000	1 545
	TOTAL CONFECTION ET DIFFUSION DE SPOTS RADIOS ET TELEVISES					1 460 000	2 625
III	ACCOMPAGNEMENT MEDICOLEGALE/ JURIDIQUE / JUDICIAIRE DES VICTIMES						
3.1	Accompagnement médicolegal juridique et judiciaire des victimes de VSBG	Par gender desk	12	1 829 941	1	21 959 292	39 456
3.2	Honoraires 6 juristes consultants (25% de contribution au projet)	Homme/mois	6	425 000	4	10 200 000	18 327
3.3	Honoraires 03 comptables consultants (25% de contribution au projet)	Homme/mois	3	300 000	4	3 600 000	6 468
3.4	Honoraires 01 juriste Consultant Daloa (13% de contribution au projet)	Homme/mois	1	212 500	4	850 000	1 527
3.5	Honoraire staticien	Homme/mois	1	187 500	4	750 000	1 348
	TOTAL GENERAL ACTIVITES D'ACCOMPAGNEMENT					37 359 292	67 126
IV	CONFECTION D'OUTILS DE SENSIBILISATION						
4.1	1- Dépliants	forfait	5000	100	1	500 000	898
4.2	2- T-shirts	forfait	985	2 000	1	1 970 000	3 540
4.3	3- Affiches	forfait	600	800	1	480 000	862
	TOTAL CONFECTION D'AFFICHES ET OUTILS DE COMMUNICATION					2 950 000	5 300
V	LANCEMENT DU PROJET et FORMATION DU PERSONNEL DE MISE EN ŒUVRE						
5.1	LANCEMENT DU PROJET AUPRES DES PLATEFORMES VBG	Par Clinique	3	250 000	1	750 000	1 348
5.2	SESSION DE DEBRIEFING ET DE FORMATION DU PERSONNEL DE MISE EN ŒUVRE DU PROJET	forfait	1	2 400 000	1	2 400 000	4 312
	TOTAL LANCEMENT DU PROJET et FORMATION DU PERSONNEL DE MISE EN ŒUVRE					3 150 000	5 660
VI	COORDINATION DU PROJET						
6.1	Honoraires coordonnatrice AFJCI et Chauffeurs (25% de contribution au projet)	Homme/mois	1	425 000	4	1 700 000	3 055
6.2	Honoraire comptable coordonnateur (25% de contribution au projet)	Homme/mois	1	255 000	4	1 020 000	1 833
6.3	Honoraires chauffeur Daloa (13% de contribution au projet)	Homme /Femme	1	191 250	4	765 000	1 375
6.4	Honoraires 03 chauffeurs (25% de contribution au projet)	Homme/Femme	3	300 000	4	3 600 000	6 468
	TOTAL HONORAIRES COORDINATION PROJET ET CHAUFFEURS					7 085 000	12 730
VII	AUTRE CHARGE DE FONCTIONNEMENT						
7.1	Frais comptes bancaires	forfait	5	10 000	16	800 000	1 437
	TOTAL AUTRES CHARGES DE FONCTIONNEMENT					800 000	1 437
	BUDGET TOTAL					71 795 592	129 000

ANNEXE 2 : BUDGET ET MECANISME DE DECAISSEMENT

- Budget (voir document Excel sur le budget),
- mécanisme de décaissement et procédures administratives

Numéro versement	Montant (F CFA)	En % du budget	Condition de décaissement
1	25 128 457	35%	Dès signature de la convention
2	21 538 678	30%	Après justification de 80% du montant du versement 1
3	21 538 678	30%	Après justification 100% du montant du versement 1 et de 80% du montant du versement 2
4	3 589 779	5%	Après justification de la totalité du financement, et approbation du rapport final
TOTAL	71 795 592	100%	

Les ressources seront virées sur le compte de l'AFJCI. L'AFJCI conservera sur son compte les fonds constituant les frais de Confection d'affiches et outils de Communication pour le Changement de Comportement (CCC), les frais de la confection et de diffusion du post télévisé, les fonds et les sommes constituant les honoraires et rémunérations des personnes ressources du projet.

L'AFJCI devra à son tour virer en totalité les fonds des cliniques juridiques de San Pedro, Daloa, Guiglo et Man sur leurs comptes respectifs. Il s'agit des fonds destinés aux sensibilisations, à la confection et diffusion de spots et/ou émissions radios, et les fonds pour l'accompagnement médico-légale, juridique et judiciaire.

02 juristes consultants, 01 comptable et le chauffeur seront pris en compte par clinique juridique, sauf Daloa où seront pris en compte 01 juriste et 01 chauffeur pour les sensibilisations. Ces personnes exécuteront les activités du projet et percevront les rémunérations prévues.

- Procédures administratives

Sans préjudice de la collaboration et du partage de la documentation établis entre l'AFJCI et l'ambassade des Etats unis, donateur dans le cadre du présent projet VSBG, l'AFJCI devra également, pour une bonne synergie d'actions, collaborer et partager la documentation nécessaire avec tous les autres partenaires et autres projets de l'ambassade des Etats Unies. Ce partage de documentation doit se faire avec les autres partenaires travaillant sur la problématique des VSBG.