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THE WOMEN'S LEGAL RIGHTS INITIATIVE

**MEMORANDA OF UNDERSTANDING AND AMENDMENT
BETWEEN PUBLIC PROSECUTOR'S OFFICE OF REPUBLIC OF
GUATEMALA AND THE WOMEN'S LEGAL RIGHTS INITIATIVE**

**A Task Order Under the Women in Development IQC
Contract No. GEW-I-00-02-00016-00**

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MEMORANDUM OF UNDERSTANDING

CHEMONICS INTERNATIONAL INC. (hereinafter referred to as CHEMONICS) is an international consulting company that is promoting in Guatemala the WOMEN'S LEGAL RIGHTS INITIATIVE (hereinafter referred to as the Program), financed with funds of the United States Agency for International Development (USAID), which is represented by lawyer David Vaughn, the program's director, as one party; the other party is the PUBLIC PROSECUTOR'S OFFICE OF THE REPUBLIC OF GUATEMALA (hereinafter referred to as THE PUBLIC PROSECUTOR'S OFFICE), represented by the Public Prosecutor, Licenciado [T.N.: Degree corresponding to five years of university studies] CARLOS DAVID DE LEON ARGUETA. They hereby

AGREE:

First: General Framework

To sign this Cooperation Agreement that shall become the general framework for cooperation and exchange, through which THE PUBLIC PROSECUTOR'S OFFICE and CHEMONICS shall conduct cooperation activities in the strategic area of Women's Rights, its analysis and implementation made by personnel of the Prosecutor's Office for Women, District Attorney's Office, and the victim's assistance office in order to strengthen access to justice for women and, especially, indigenous women, by improving the capacity of the Prosecutor's Office for Women in attending victims promptly, effectively, and with a gender approach. This will help improve the legal condition of women and secure their right to justice, especially for indigenous women.

Second: Specific Objectives

This Cooperation Agreement, within the framework of the Women's Legal Rights Initiative of Chemonics, financed by USAID, is based on the general objective of the Program, which is "To strengthen and promote women's legal rights throughout the world with the purpose of enhancing women's participation in the economic, social, and political spheres of life."

The specific objectives for the signing of this Cooperation Agreement are:

-To strengthen the capacity of the personnel of the Prosecutor's Office for Women, District Attorney's Offices, and Victim's Attention Offices to provide services with a gender approach and ethno-linguistic relevance, assisting women victims of crimes and offenses with their reports, problems, and needs.

-To strengthen the capacity for response by the Prosecutor's Office for Women, District Attorney's Offices, and Victim's Assistance Offices in order to make a positive impact on attention to women victims.

-To develop public awareness about women's rights through written media and radio, and coordinate strategies with the civil society.

Third: Form of Contract

The PROGRAM shall be executed by CHEMONICS through the consultants and subcontractors that this entity shall appoint and hire. For this purpose, USAID's guidelines and regulations on this matter shall be followed.

Fourth: Responsibility of the partner institution

THE PUBLIC PROSECUTOR'S OFFICE assumes the commitment and responsibility of appointing personnel of the Training Unit to coordinate actions and appoint support personnel for the organization and implementation of logistics aspects so as to comply with the specific objectives listed in the second and third clauses of this agreement.

Fifth: Copyrights

All documents or materials developed within the terms of this agreement and all the consultancy services contracted will be the sole property of Chemonics International, Inc. and USAID and cannot be reproduced in part or in full without the express consent and authorization of Chemonics International, Inc. or USAID. In the reproduction of any type of materials expressly authorized by Chemonics International, Inc. or USAID, acknowledgement shall be made of the financing by USAID and the intellectual property of Chemonics International, Inc. and USAID. Acknowledgement shall also be made of THE PUBLIC PROSECUTOR'S OFFICE.

Sixth: Agenda

THE PUBLIC PROSECUTOR'S OFFICE assumes the commitment and responsibility of facilitating the achievement of the following specific activities according to the following calendar and under the coordination and supervision of CHEMONICS:

Design of training plan: January-February 2004

Drafting of teaching materials and instructional module: January-February 2004

Execution of training plan: March-May 2004

Training report presentation: July 2004

Design and execution of the public awareness and dissemination plan: February-August 2004

Establishment of three dialogue tables in three regions of the country with participating organizations of the civil society, and two forums per region: March-May 2004

Presentation of recommendations to the Public Prosecutor and participating Prosecutor's Offices: August 2004

Meeting for the evaluation of actions: August 2004

Seventh: Chemonics' responsibility

For its part, CHEMONICS makes a commitment and assumes the responsibility of:

1. Appointing two consultants that shall design and carry out the training and shall draft the training material and the instructional module, as well as prepare the previous and final evaluation of the project;
2. Appointing experts that shall design the awareness and dissemination plan as well as its implementation strategy;
3. Coordinating the strategy of working tables with the civil society, systematizing the results and presenting recommendations;
4. Facilitating the participation of the Public Prosecutor's Office (UNICAP, Prosecutor's Office for Women among others) in the exchanges with similar organizations in the United States.

Eighth: Representation and Communications

THE PUBLIC PROSECUTOR'S OFFICE, shall be represented by the Public Prosecutor and Head of the Public Ministry. All official communications by CHEMONICS shall be addressed to the Public Prosecutor of the Republic and Head of the Public Ministry, except in the case that he delegates a particular activity to another official or employee of THE PUBLIC PROSECUTOR'S OFFICE. In this case, he shall expressly notify CHEMONICS. Communications by THE PUBLIC PROSECUTOR'S OFFICE to CHEMONICS shall be addressed to the Coordinator of the Women's Legal Rights Initiative in Guatemala, and to the Initiative's Supervisor with headquarters in CHEMONICS, Washington, D.C.

Ninth: Effect

This Cooperation Agreement shall be in effect for one year as of its signing and it can be revised or extended upon termination by notice in writing at least one month prior to termination. In addition, any commitment of funds and support to the program shall be subject to regulations and provisions provided under the terms specified by USAID to CHEMONICS and, therefore, such terms and conditions, as applicable, shall govern this agreement.

According to the above clauses, we agree, accept, and sign in four originals in Spanish:

In Guatemala City, on December 18, 2003,

FOR THE PUBLIC PROSECUTOR'S OFFICE OF THE REPUBLIC OF
GUATEMALA

[Illegible signature]

Lic. Carlos David de León Argueta

Public Prosecutor of the Republic and Head of the Public Ministry

8a. Avenida 10-67 zona 1

Guatemala City, Central America

[Round seal] PUBLIC PROSECUTOR'S OFFICE/REPUBLIC OF GUATEMALA

In the City of Washington, Central District, United States of America, on December 18,
2003.

FOR CHEMONICS INTERNATIONAL INC.

Lic. David Vaughn

Director of the Project

Women's Legal Rights Initiative

1133 20th St, NW

Washington, DC 20036

In Guatemala City, on December 18, 2003.

FOR USAID, AS WITNESS OF HONOR:

Todd Amani

Chief of Party, Democratic Initiatives Office

USAID/G-CAP

MEMORANDUM OF UNDERSTANDING: AMENDMENT

EXTENSION OF THE COOPERATION AGREEMENT BETWEEN THE PUBLIC PROSECUTOR'S OFFICE OF GUATEMALA AND CHEMONICS INTERNATIONAL, INC.

WHEREAS

It is the role of the Public Prosecutor's Office, according to articles 2 and 88 of its Organic Law Decree No. 40-90 of Congress of the Republic of Guatemala, to investigate and prosecute crimes against public order that it may encounter through truthful means, and said organic law also establishes the powers of the Public Prosecutor to sign cooperation agreements with public or private institutions, either national or foreign, in order to conduct investigations where needed.

WHEREAS

The importance of promoting cooperation ties with other institutions in investigation issues in order to develop the initiative to protect women's rights in Guatemala; the members of the respective institutions express their desire to mutually cooperate and agree the following:

FIRST: GENERAL FRAMEWORK

To sign this extension of the Cooperation Agreement that will become the general framework for cooperation and exchange, through which THE PUBLIC PROSECUTOR'S OFFICE and CHEMONICS will continue developing their cooperation activities in the strategic area of Women's Rights, its analysis and implementation made by personnel of the Prosecutor's Office for Women, District Attorney's Office, and the Victim's Assistance Offices, in order to strengthen access to justice for women and also to improve the capacity of the Prosecutor's Office for Women in attending victims promptly, effectively, and with a gender approach. This will help improve the legal condition of women and secure their right to justice, especially, for indigenous women.

SECOND: OBJECTIVES

GENERAL OBJECTIVE:

This Cooperation Agreement, within the framework of the Women's Legal Rights Initiative of Chemonics, financed by USAID, is based on the general objective of the Program, which is "To strengthen and promote women's legal rights throughout the world with the purpose of enhancing women's participation in the economic, social, and political spheres of life."

SPECIFIC OBJECTIVES:

The specific objectives for the signing of this Cooperation Agreement are:

-To provide follow up along with the Training Unit to the training workshops attended by 117 officials of the Public Prosecutor's Office during the months of March and June of 2004.

-To provide follow up to the public awareness program concerning women's rights by promoting these rights through written media and the radio, and by coordinating strategies with the civil society.

THIRD: FORM OF CONTRACT

The program shall be executed by CHEMONICS through the consultants and subcontractors that this entity shall appoint and hire. For this purpose, USAID's guidelines and regulations on this matter shall be followed.

FOURTH: COMMITMENT BY THE PARTIES

The Public Prosecutor's Office pledges:

- a) To appoint personnel of the Training Unit in order to coordinate actions established in this agreement;
- b) To appoint support personnel for the organization and implementation of logistics aspects in order to comply with the objectives established in this agreement.
- c) To facilitate the achievement of the following specific activities according to the calendar to be carried out during years 2004 and 2005 under the coordination and supervision of CHEMONICS.

For its part, CHEMONICS pledges:

- To contribute with the drafting of awareness materials that will be disseminated jointly with the Public Prosecutor's Office.
- To provide experts for the follow up workshop of workshops on "Implementation of the Domestic Violence Law with a gender and multicultural approach".
- To prepare a final report of the activity in order to submit it to the Public Prosecutor's Office, Training Unit, and Prosecutor's Office for Women.

FIFTH: COPYRIGHTS

All documents or materials developed within the terms of this agreement and all consultancy services contracted shall be the sole property of Chemonics International,

Inc. and USAID and cannot be reproduced in part or in full without the consent and authorization of Chemonics International, Inc. or USAID. In the reproduction of any type of materials expressly authorized by Chemonics International, Inc. or USAID, acknowledgement shall be made of the financing by USAID and the intellectual property of Chemonics International, Inc. and USAID. Acknowledgement shall also be made of THE PUBLIC PROSECUTOR'S OFFICE.

SIXTH: REPRESENTATION AND COMMUNICATIONS

THE PUBLIC PROSECUTOR'S OFFICE, shall be represented by the Public Prosecutor and Head of the Public Ministry. All official communications by CHEMONICS shall be addressed to the Public Prosecutor of the Republic and Head of the Public Ministry, except in the case that he delegates a particular activity to another official or employee of THE PUBLIC PROSECUTOR'S OFFICE. In this case, he shall expressly notify CHEMONICS. Communications by THE PUBLIC PROSECUTOR'S OFFICE to CHEMONICS shall be addressed to the Coordinator of the Women's Legal Rights Initiative in Guatemala, and to the Initiative's Supervisor with headquarters in CHEMONICS, Washington, D.C.

SEVENTH: EFFECT

This extension of the agreement shall be in effect for two additional years as of its signing; the parties can renew it by mutual consent upon termination.

According to the above clauses, we agree, accept, and sign in two originals in Spanish:

In Guatemala City, in November, 2004,

FOR THE PUBLIC PROSECUTOR'S OFFICE OF THE REPUBLIC OF GUATEMALA

[Illegible signature]
Lic. Juan Luis Florido Solis
Public Prosecutor and Head of the Public Ministry
8a. Avenida 10-67 zona 1
Guatemala City, Central America

[Round seal] PUBLIC PROSECUTOR'S OFFICE OF THE REPUBLIC OF GUATEMALA

In the City of Washington, Central District, United States of America, on December, 2004.

Lic. David Vaughn
Director of the Project
Women's Legal Rights Initiative

1133 20th St, NW
Washington, DC 20036

The WOMEN'S LEGAL RIGHTS INITIATIVE (hereinafter referred to as the Initiative) financed with funds of the United States Agency for International Development (USAID) under Contract No. GEW-1-00-02-00016-00-TO1 and implemented by Chemonics International Inc. in partnership with 1) Partners of the Americas, 2) CEDPA, Development and Training Services, Inc. 4) Metametrics, and 5) Turning Pointe Marketing, appears represented by the Director of the Initiative, David Vaughn and Lawyer Lelia Mooney, LLM, Supervisor of the Initiative in Guatemala, as one party. As the other party, THE INSTITUTE OF THE PUBLIC DEFENSE OF GUATEMALA (hereinafter referred to as THE INSTITUTE) appears represented by Licda. Blanca Aida Stalling Davila, Director General, they hereby

AGREE:

First

To sign this Cooperation Agreement that shall represent the general framework through which THE INSTITUTE and the Initiative will conduct cooperation activities in strategic areas of the process of implementation of the law with a gender approach, the strengthening of the justice system, and access to justice for women, in order to strengthen and improve the capacity of the public defenders to incorporate the gender analysis in their defense strategies and obtain access to prompt and fair justice for women and, especially, for indigenous women.

Second

This Cooperation Agreement is developed within the Framework of Results and Indicators of the Initiative, specifically Intermediate Result #2: *Improved Capacity of the Justice Sector to Interpret and Strengthen Women's Legal Rights*, which is based on its general objective, which is "To strengthen and promote women's rights throughout the world with the purpose of enhancing women's participation in the economic, social, and political spheres of life."

The specific objectives for the signing of this Cooperation Agreement are:

-To contribute to the strengthening of the capacity of public defenders to effectively meet the demands, needs, problems, and legal complaints of the system's users, women being prosecuted and those deprived of freedom.

-To strengthen the process of changing and incorporating the gender approach as a result of the implementation of the Incidence Project carried out by the INSTITUTE arising from the Diploma Program in Continuous Education in Gender and Women's Rights and the Master's Degree in Women's Rights, Gender, and Access to Justice.

-To develop interinstitutional coordination links with organizations of the justice sector and civil society for the dissemination of best practices and defense strategies for women deprived of freedom.

Third

A strategy for Gender Education shall be developed along with the INSTITUTE in order to train 20 trainers/mentors, who will replicate the methodology for the integration of the gender approach in defense strategies prepared by the defenders. These 20 trainers/mentors shall, for their part, train, with clear and specific tools on this topic, the 150 public defenders of the Institute throughout the country in order to achieve the incorporation of the gender analysis into their defense strategies. Finally, part of the methodology shall also include the monitoring of public defenders and the impact of the processes for the incorporation of the gender approach in defense strategies (through follow-up and analysis of the cases assisted and impacted), as well as the following joint actions based on the development of the process described below:

A. Designing and implementing a strategy for the training of 20 trainers/mentors and 150 public defenders, who will incorporate judicial-analytical tools with a gender approach in the defense of their clients.

B. Training 20 law professionals as trainers in gender and the law, in the topics of gender, legal concepts, and mechanisms for the analysis of the legal framework with a gender approach in the defense and promotion of women's rights. These individuals shall be able to replicate what they have learned and shall have the capacity of analyzing and have sufficient arguments to apply defense strategies with a gender approach to cases of women deprived of freedom.

C. The 20 trainers/mentors shall have the responsibility of socializing the defense strategies with a gender approach among the 150 public defenders through awareness workshops and direct training.

D. Defining and carrying out a monitoring strategy to provide follow-up to the 150 public defenders and to the specific cases in which they have effectively incorporated the gender approach in their defense strategies. In addition, the development of case studies that shall show the achievements made and the lessons learned by public defenders in applying defense strategies for women deprived of freedom. These studies shall be used by public defenders that to be trained in the future.

E. Drafting a report with a final analysis that shall include the achievements and lessons learned resulting from the monitoring specified above.

F. Preparing a calendar with specific deadlines for the process planned, which shall determine the steps to be implemented by the signing institutions with specific roles and responsibilities.

Fourth

THE INSTITUTE assumes the commitment and responsibility of executing, along with the Initiative, the plan for the Training of Trainers/Mentors in Gender and the Law, with the specified curricular contents; and of monitoring, through the Supervision Unit, the follow-up strategies to be defined, according to the Framework of Results and Indicators in which this activity is included. In addition, it shall submit quarterly reports on the execution of activities mentioned above, communications reports, and provide technical assistance. THE INSTITUTE assumes the responsibility of covering the costs of internal coordination that continuous education entails, such as travel expenses and other stipends.

Fifth

THE INSTITUTE assumes the commitment and responsibility of facilitating the achievement of the following specific activities according to the following calendar and under the coordination and supervision of the Initiative:

Signing of the Cooperation Agreement among the Institute, the Initiative, and USAID/Guatemala	NOVEMBER 22, 2005
Design of the Strategy for Gender Education for 20 Trainers/Mentors	NOVEMBER, 2005
Development of the curriculum, drafting of the specific plan containing the programming of contents according to subjects, their respective objectives, evaluation methods, methodology, and techniques; identification of teachers, facilitators, academic approval of the program, drafting of materials	JANUARY 2006
Execution of the Education Program for Trainers/Mentors and the training sessions for public defenders	MARCH-JULY 2006
Implementation of legal defense strategies in the defense of women deprived of freedom	JUNE 2006
Monitoring and evaluation of defense cases in which the gender approach was used	JUNE-SEPTEMBER, 2006
Activities for the dissemination of results among Public Defender's Offices throughout the country, through the socialization and replication of cases	SEPTEMBER-DECEMBER, 2006
Programming and execution of activities based on achievements and lessons learned	JANUARY-SEPTEMBER, 2007

Sixth

The Program shall be supported by the Initiative through the consultants and subcontractors that this entity shall appoint and hire. For this purpose, USAID's guidelines and regulations on this matter shall be followed. This Program shall not include the transfer of funds to the INSTITUTE or the financing of institutional costs.

The Initiative shall hire up to two consultants who shall develop the contents of the subjects with the methodology established in the plan.

For its part, the Initiative assumes the commitment and responsibility of:

1. Actively participating in the design of the Strategy, curricula, and plan to be developed;
2. Coordinating with justice and civil society organizations as needed;
3. Hiring up to two consultants proposed by THE INSTITUTE, who shall be experts in the area. As they are to be hired by the Initiative, they shall follow the contracting guidelines defined by said institution and USAID.
4. Covering the costs of food and materials of the training workshops;
5. Supporting the development of the Training Program for Trainers in Gender and Law and the implementation with the 150 public defenders of the country through the follow-up of the participants' performance.

Seventh

Sustainability and strategies. This Agreement shall guarantee the institutionalization of these efforts and their monitoring at an institutional level. THE INSTITUTE shall develop a sustainability strategy that shall provide for the inclusion of the thematic contents implemented through this process in the curriculum it applies to the training of Public Defenders.

Eighth

Any type of publications or documents (video or any other specific type of communication) shall be made under the terms of agreement of USAID GEW-1-00-02-00016-00-TO1. The opinions expressed in said publications belong to the authors and shall not necessarily represent the opinions of USAID. All documents or materials developed within the terms of this Agreement and all the consultancy services contracted shall be the sole property of USAID and cannot be reproduced in part or in full without the consent and authorization of USAID. In the reproduction of any type of materials expressly authorized by USAID, acknowledgement shall be made of the financing by USAID, as well as of the INSTITUTE. In addition, the corresponding logos of the signing institutions shall be used in this Agreement.

Ninth

For the purposes of this Agreement, THE INSTITUTE shall be represented by the Director General. All official communications by the Initiative shall be addressed to the Director General herself, except in case she appoints another official or employee; in this

case, she shall expressly notify the Initiative. Communications by the INSTITUTE to the Initiative shall be addressed to the Coordinator of the Women's Legal Rights Initiative in Guatemala, and to the Initiative's Supervisor with headquarters in CHEMONICS Washington, D.C.

Tenth

This Cooperation Agreement shall be in effect for two years as of its signing and it can be revised or extended upon termination by notice in writing at least one month prior to termination. In addition, any commitment of funds and support to the program shall be subject to regulations and provisions provided under the terms specified by USAID to CHEMONICS in Agreement No. GEW-1-00-02-00016-00-TO1 and, therefore, such terms and conditions, as applicable, shall govern this agreement.

Guatemala, November 22, 2005.

In agreement with the above clauses, we accept and sign in four (4) originals in Spanish:

For the Institute of the Public Defense

[Illegible signature]
Licda. Blanca Aida Stalling
Director of the Institute of the Public Defense

For the Women's Legal Rights Initiative

[Illegible signature]
Lic. David Vaughn
Director of the Initiative

[Illegible signature]
Lic. Jose Garzon
Chief of Party, Democratic Initiative Office
USAID/Guatemala
Witness of Honor
USAID

[Illegible signature]
Licda. Lelia Mooney, LLM
Supervisor of the Initiative