



USAID
FROM THE AMERICAN PEOPLE

THE WOMEN'S LEGAL RIGHTS INITIATIVE

MEMORANDA OF UNDERSTANDING BETWEEN GUATEMALA'S SCHOOL OF JUDICIAL AND SOCIAL SCIENCES OF SAN CARLOS UNIVERSITY, 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 SCHOOL OF JUDICIAL AND SOCIAL SCIENCES OF SAN CARLOS UNIVERSITY OF GUATEMALA (hereinafter referred to as THE SCHOOL), represented by its Dean, Licenciado [T.N.: Degree corresponding to five years of university studies] CARLOS ESTUARDO GALVEZ BARRIOS. They hereby

AGREE:

First

To sign this Cooperation Agreement that will become the general framework for cooperation and exchange, through which THE SCHOOL and CHEMONICS will conduct cooperation activities in strategic areas of the educational process and the promotion of rights with a gender approach in order to strengthen access to justice for women and, especially, indigenous women; improve the capacity of institutions in the justice sector to apply prompt and fair justice; and contribute to the strengthening of organizations in the civil society.

Second

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 dimensions of life."

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

- To develop a studies program for continuous education that will integrate judicial-analytical tools with a gender approach;
- To strengthen the capacity of THE SCHOOL for the teaching of Law with a gender approach;
- To contribute to strengthen the capacity of institutions in the justice sector and the civil society in order to effectively meet the demands, needs, problems, and legal complaints of users.

Third

The PROGRAM shall be supported 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. This PROGRAM shall not include the transfer of funds to the SCHOOL or the financing of institutional costs.

Fourth

The SCHOOL assumes the commitment and responsibility that the Board of Directors of the School of Law and the Board of the School of Postgraduate Studies shall accept and approve the Studies Program for Continuous Education in Gender and the Law with curricular contents developed on the following three modules:

- Legal analysis in gender and the law
- Education of adults in gender and the law, and
- Development of skills for advocacy and promotion of women's rights.

Fifth

The SCHOOL assumes the responsibility of granting the respective acknowledgements for the Continuous Education Studies in Gender and the Law, through its Board of Directors, and make the necessary arrangements so that the Board of the School of Postgraduate Studies approves the creation of a Master's Degree in Gender and the Law, including mainly curricula developed for these continuous education studies and all the requirements of the School of Postgraduate Studies.

Sixth

The Continuous Education Program in Gender and the Law shall be coordinated by the School of Postgraduate Studies with presential classes of theoretical-practical nature; participants shall be male and female, ethnic diversity shall be respected, and graduation requirement shall be the preparation of an individual project, effectively implemented in an institution, supervised and evaluated as a practical phase.

Seventh

The financing of the diploma program shall be combined. On the one hand, CHEMONICS shall hire a pool of up to four teachers (who shall be awarded an emolument according to the hours dedicated to teaching the continuous education program), who will develop the programmatic contents with the methodology established in the plan. On the other hand, the SCHOOL assumes the responsibility of covering the costs of academic coordination that the continuous education program entails. Thus, the maximum amount of partially subsidized matriculation shall be one thousand quetzals (Q.1,000.00), which every student shall pay each semester. There shall be no fees for registration or additional charges to those specified herein.

Eighth

The SCHOOL pledges and assumes the responsibility of facilitating the following specific activities according to this calendar and under the coordination and supervision of CHEMONICS:

- Preparatory Actions: JANUARY 2004 – MARCH 2004
(Curriculum development, drafting of a specific plan containing programming, thematic contents with cognitive and affective objectives, evaluation methods, methodology and techniques; identification of professors; academic approval of the Continuous Education Program in Gender and the Law by the SCHOOL's Board of Directors and by the directorate of the School of Postgraduate Studies; offer and drafting of materials; facilitation of contacts and cooperation work between Chemonics and the Directorate of the School of Postgraduate Studies).
- Presential Teaching: APRIL-AUGUST 2004
- Design of legal defense strategies and incidence on public policy: SEPTEMBER-OCTOBER 2004
- Implementation and monitoring of strategies: NOVEMBER-DECEMBER 2004
- Technical assistance and training seminar: JANUARY-MARCH 2005
- Graduations and activities for the dissemination of results: APRIL-SEPTEMBER 2005

Ninth

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

1. Actively participating in the design and academic content of the curricula and plan to be developed;
2. Working in the design of the profile, call for nominations, and selection of participants of the Continuous Education Program in Gender and the Law, and defining graduation requirements along with THE SCHOOL.
3. Coordinating with the Public Defender's Office for Indigenous Women, the Public Prosecutor's Office, the Ombudsman's Office for Women's Defense, the School of Judicial Studies and organizations of the civil society in all aspects needed;
4. Supporting the preparation and training of professors appointed by THE SCHOOL through a course on Gender and Law and Teaching of Law with a Gender Approach prior to the beginning of the Continuous Education Program for a maximum of thirty professors. From this training, up to four teachers will be selected to participate in the teaching of the Continuous Education Program in Gender and the Law, which will be supported according to the provisions contained in the seventh clause of this agreement. The School, through its Board of Directors, pledges to grant trained professors that have complied with the requirements, the credit for their corresponding academic merits.

5. CHEMONICS shall hire up to two consultants proposed by THE SCHOOL, one (a) to be an expert in the area of Human Rights and the other (b) an expert in academic curriculum planning and design in the area of Gender and the Law, who shall contribute to the drafting of the curriculum that will be used to implement the Diploma Program. As they are to be hired by CHEMONICS, they shall follow the contracting guidelines defined by said institution and USAID.

6. Supporting the development of the Diploma Program by providing follow up and supporting the work of participants, as well as through the identification and selection of national and international faculty that CHEMONICS shall identify along with the SCHOOL;

7. Providing a minimum of materials to the students of the Continuous Education Program in Gender and the Law in order to support their educational process;

8. Facilitating the participation of USAC academicians in exchange programs with similar organizations in the United States.

Tenth

All types of documents or materials developed within the terms of this Agreement and consultancies to be hired shall be of the exclusive property of Chemonics International, Inc. and of USAID and shall not be reproduced in whole or in part without the express consent and authorization by 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 USAID's financing and the intellectual property of Chemonics International, Inc., as well as acknowledgement of the School.

Eleventh

For the effects of this agreement, THE SCHOOL shall be represented by its Dean. All official communications by CHEMONICS shall be addressed to the Dean of THE SCHOOL, except in cases in which he shall delegate a specific activity to another official or employee of San Carlos University of Guatemala. For this purpose, he shall expressly notify CHEMONICS in writing. Communications by the SCHOOL to CHEMONICS shall be addressed to the Coordinator of the Women's Legal Rights Initiative in Guatemala and the Initiative's Supervisor based in CHEMONICS, Washington, D.C.

Twelfth

This Cooperation Agreement shall be in effect for two years as of its signing and 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.....2004.

FOR THE SCHOOL OF JUDICIAL AND SOCIAL SCIENCES OF SAN CARLOS
UNIVERSITY OF GUATEMALA

[Illegible signature]

Lic. Carlos Estuardo Galvez Barrios
DEAN

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

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.....2004.

FOR USAID, AS WITNESS OF HONOR:

Todd Amani
Chief of Party, Democratic Initiatives Office
USAID/G-CAP