

February 19, 2019

MR./Mrs. Anny Belinda Ochoa Medran  
Col. 15 de Septiembre,  
Comayagua, M.D.C.  
Colegio de Abogados de Honduras  
Honduras C.A.

SUBJECT: Grant No. 19-HFA001-03

Dear Mr./Mrs. Ochoa:

In response to your request for assistance dated June 2018, I am pleased to award to the Colegio de Abogados de Honduras (CAH) this grant in the amount not to exceed \$15,000 as a contribution to your program to contribute to the protection of lawyers who are victims of attack or abuse in Honduras during the period from February 19, 2019 to June 19, 2019. We understand that Colegio de Abogados de Honduras will contribute goods and services valued at approximately \$15,000 to the program.

**I. PROJECT OBJECTIVE:**

Contribute to the protection of lawyers who are victims of attack or abuse; Promote collaboration and coordination with the National Protection Mechanism, the Council, and CAH to facilitate effective protection for lawyers; Encourage discussions on how to influence public policy around protecting lawyers; Indirectly contribute to the prevention of threats and attacks through the promotion of the Security Protocol on a national level.

For a detailed project description, please refer to Appendix A for the Colegio de Abogados de Honduras Grant Proposal.

**II. MILESTONES & DISBURSEMENT SCHEDULE:**

(a) MILESTONES:

The accomplishment of each fixed obligation grant objective will be based on the completion of the tasks and successful submittal or completion of the milestones indicated.

**MILESTONE 1**

**ACTIVITIES**

1. Sign agreement
2. Design the preliminary draft of the Security Protocol.

**DELIVERABLES**

1. One signed agreement
2. Copy of the preliminary draft of the Security Protocol.

**MILESTONE 2**

**ACTIVITIES**

1. Print 300 hundred copies of the Security Protocol to be distributed during the trainings.

2. Create and install the Protection Unit for the lawyers within the CAH and strengthen the capacity of a technician in protection and analysis within the CAH and the application of the Security Protocol and the Protection Law.
3. Hire training facilitator to develop training materials

#### DELIVERABLES

3. Receipt of printing work for the 300 copies of the Security Protocol.
4. Copy of the work plan and methodology of the Protection Unit for the lawyers within the CAH.
5. Copy of individual training strategy and agenda.
6. Training facilitator hired; copy of training facilitator receipt or quote, training agenda and training materials.

#### MILESTONE 3

#### ACTIVITIES

1. Conduct final revision and publish the Security Protocol in La Gaceta so that it comes into force.
2. Carry out 10 trainings (Tegucigalpa, San Pedro Sula, Santa Rosa de Copan, Choluteca, Comayagua, La Ceiba, Juticalpa, Danli, Puerto Cortes, Tocoa) to publicize the Security Protocol as well as increase knowledge on the Protection Mechanism.
3. Develop a strategic plan with strategies to achieve increased funding for the Protection Mechanism.
  4. Draft and submit final report to Freedom House.

#### DELIVERABLES

7. Copy of article of the Security Protocol in *La Gaceta*.
8. Copy of attendance sheets and pre and post training surveys
9. Copy of Strategic Plan.
10. Copy of Final Report

Freedom House will transfer grant payments in U.S. dollars directly to Colegio de Abogados de Honduras's bank account as designated in the submitted wire transfer form. The bank receiving the funds will determine the rate of currency conversion. Freedom House is not responsible for any fluctuations in currency. *Refer to Appendix B for Freedom House Sub-Recipient Wire Transfer Form*

#### (b) DISBURSEMENT SCHEDULE:

##### PAYMENT 1

Upon receipt of a final Grant Agreement signed by Anny Belinda Ochoa Medran Freedom House will issue the first payment of \$11,308 for project start up and the costs associated with Milestone 2.

##### PAYMENT 2

Upon successful completion of Milestone 2 activities, receipt of deliverables 3, 4, 5, and 6, as well as approval of the Narrative Report, Freedom House will issue a second payment of \$2,521 for the costs associated with Milestone 3. This payment will also be contingent upon receipt of Attendance sheets, photos, surveys, and monthly report by CAH.

##### PAYMENT 3

Upon successful completion of all project milestones, deliverables and acceptance of all milestone narrative reports, Freedom House shall issues a final payment equal to \$1,171.





Should CAH be unable to complete all of the activities described in each milestone, Freedom House will work with CAH to come to reasonable reimbursement for activities completed, and any additional funds in excess of the determined amount shall be returned to Freedom House.

Freedom House will transfer grant payments in U.S. dollars directly to CAH's bank account as designated in the submitted wire transfer form. The bank receiving the funds will determine the rate of currency conversion. Freedom House is not responsible for any fluctuations in currency. Refer to Appendix D for Freedom House Sub-Recipient Wire Transfer Form.

### III. NARRATIVE REPORTING AND FINANCIAL ACCOUNTING:

1. Financial Accounting: The grantee shall maintain records that document and substantiate the expenditure of Freedom House grant funds. All funds shall be spent in accordance with the approved grantee application and line item budget. Accounting records must, at a minimum, include documentation in the form of receipts, invoices, purchase orders, contracts, shipping/receiving documents etc. to confirm all expenses paid by Freedom House grant funds. These records shall be retained for a period of at least three years from the completion of the funded activities and may be audited by Freedom House or its representatives.
2. The Grantee shall comply with all laws, rules, procedures and regulations concerning Federal grant agreements as they may relate to the administration of this Agreement, including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR Part 200, 2 CFR 700 as well as USAID's Mandatory and Reserved as Applicable Provisions and Assurances found in Appendix B.
3. The grantee shall provide Freedom House with narrative reports within 10 days after completion of each milestone and the final narrative report no later than June 19, 2019.
  - a. Narrative reports shall describe activities realized in the past month including the number of participants at the trainings, training topics, results of any surveys provided, and recommendations developed for the Protection Mechanism.
  - b. Narrative reports shall be submitted by email directly to Ricardo Gonzalez, and shall include a certification memo on letterhead signed by the CAH Director.
4. The grantee shall provide Freedom House with copies of any promotional literature, photographs, recorded material (video or audio) and any other material records produced for or created during the activities.
5. All reporting must be provided in English.
6. The budget and reporting currency is USD.

### IV. GENERAL CONDITIONS:

Freedom House does not assume liability for any third party claims for damages arising out of this grant. Freedom House may terminate this grant upon 30 days written notice. Also, the grant may be suspended or terminated by Freedom House, if Freedom House has notice of or has reasonable cause to believe that the grantee is unable to pay its obligations in the ordinary course of business. Any dispute under or relating to this grant shall be decided by Freedom House in Washington D.C. The Freedom House in Washington D.C. shall furnish the recipient a written copy of the decision.



By accepting this grant Colegio de Abogados de Honduras's agrees to:

1. Document that reasonable steps were taken to ensure that all purchases charged to the grant are at reasonable prices and from responsible sources;
2. Maintain complete records of all costs charged to the grant for a period of three years after the expiration of the grant and make such records available to Freedom House or its representatives for review at any time; and
3. At Freedom House request, refund to Freedom House any funds received from Freedom House that represent reimbursement for any costs determined by Freedom House not to meet the terms and conditions of this grant.

Please sign the original and each copy of this letter to acknowledge your receipt of this grant and return the original to Freedom House Senior Program Manager.

Sincerely yours,

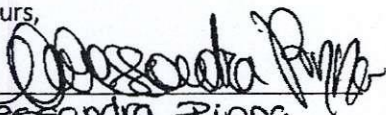
Signature:

Name:

Title:

Organization:

Date:

  
Alessandra Pinna  
Senior Program Manager, LAC  
Freedom House  
2/21/2019

On behalf of the Colegio de Abogados de Honduras's

I certify that (check the applicable one):

I am an authorized representative of a U.S. registered company or affiliate. A completed and signed W-9 form is attached.

I am an authorized representative of a non-U.S. registered company or affiliate.

I acknowledge that we have received and retained a copy of this agreement. We will comply with the terms and conditions set herein.

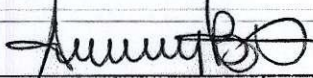
Signature:

Name:

Title:

Organization:

Date:

  
Anny Belinda Ochoa  
presidenta Colegio de Abogados  
6/3/2019

Enclosed:

Appendix A – Grant Proposal and Project Budget

Appendix B – Appendix B – USAID Standard Provisions and Assurances

Appendix C – Representations and Certification

Appendix D – Subrecipient Wire Transfer Form

Appendix E – Narrative Reporting Template

Appendix F – Survey on Ensuring Equal Opportunity for Applicants

Appendix G – FH Standard Provisions

A handwritten signature in black ink, appearing to be 'Abo' followed by a stylized flourish.