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From: Julie Boulton
Sent: Wednesday, 23 May 2012 1:18 PM
To: Chris Tyrrel; Byron Singline
Cc: Simon Flores
Subject: Australian Political Parties for Democracy - we are almost there! [SEC=UNCLASSIFIED]
Attachments: Draft APPDP Agreement sent to parties 9 May.doc

Hi Chris and Byron

We are onto hopefully the last amendments for APPDP before we can send it to you for final clearance. Just to spice it up a bit before that I do have a few (hopefully quick) questions for you both.

Publication

Request from parties to insert the following as a new clause:

“The Commonwealth may periodically provide a summary report of activities undertaken under the program for public release. The Parties to this agreement will have an opportunity to review material to be publicly released prior to publication.”

My view:

Clause 13.1 is broad enough and there is no need to specify “summary report of activities” - we can report any information regarding the agreement which covers everything (and they have not sought to delete this but have sought to add new clause).

Suggest adding new clause 13.2: “The Parties to this Agreement will have an opportunity to review material to be publicly released prior to publication.” This does broaden the scope of review as that is review for everything but we would most likely be doing this as a matter of course anyway.

Guidelines – travel and accommodation

Guidelines, para 3 on travel and accommodation expenses. The issue is that accommodation rates domestically are not high enough when visiting dignitaries are out here as part of the program. Is there a special rate that we can insert for visiting dignitaries or can I word the first sentence differently to say that the combined total of travel and accommodation expenses must not exceed the short term travel rates?

Intellectual Property Rights

There is a request that the licence granted to AusAID (under Clause 9.1) be limited to Reports only.

I am a little confused by this. We would need to define Reports if this was the case. In the current agreement it is defined as “any documents, information or data produced and published by the grantee for the purposes of or in connection with the Nominated Purposes (Nominated Purposes is not defined – what does it mean?)

Proposed agreement refers to Agreement Material which is defined as all material created or require to be developed or created as part of or for the purposes of undertaking the activity, including any documents, equipment, information data, sounds and images stored by any means.

Is there a difference between Agreement Material and Reports?

Reason for wanting the return to former wording is that training programs are not publicly released or circulated because are sensitive political programs. Could we/should we then classify this material as commercial in confidence (and therefore be protected under clause 13) or be protected some other way. Advice please?

I have attached the current agreement we are working from in case you need to refresh your memory.

Thanks for your help

Julie

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