

## Hugh Pennicook

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**From:** Chris Tyrrel  
**Sent:** Thursday, 24 May 2012 11:14 AM  
**To:** Byron Singline; Julie Boulton  
**Subject:** RE: Australian Political Parties for Democracy - we are almost there!  
[SEC=UNCLASSIFIED]

Byron and Julie

I agree, I read para c of 12.2 as relating to the administrative costs for each activity as per the wording copied below:

.... and must directly relate to project activities

Can we say to them that they have to cost admin for each activity as per para c and they do not have an overall extra budget amount?

Chris  
Chris Tyrrel

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**From:** Byron Singline  
**Sent:** Thursday, 24 May 2012 11:05 AM  
**To:** Julie Boulton; Chris Tyrrel  
**Subject:** RE: Australian Political Parties for Democracy - we are almost there! [SEC=UNCLASSIFIED]

Hi Julie...

..cake.. sounds.. good!

Julie,

From reading clause 12.2 – it seems to be relating to administrative costs in running the activities – as specified in the budget for the activity. So I think it refers to these administrative costs which are covered within the budget amount granted to them. Not any “other” administrative costs they suffer themselves in running the program – if there are any.

But I think you should call someone in audit to see what they want. Let me know if they have different opinion!

Chris – What are your thoughts?

Regards,

Byron

Byron Singline

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**From:** Julie Boulton  
**Sent:** Thursday, 24 May 2012 10:34 AM  
**To:** Byron Singline; Chris Tyrrel  
**Subject:** RE: Australian Politcial Parties for Democracy - we are almost there! [SEC=UNCLASSIFIED]

Thanks so much Byron and Chris. We are so close to finalising this I can almost taste the cake that I will have (and share with you both) at the end!!

One LAST question...

One party has raised a query with Clause 12.2(c) – ensure accounts separate administrative costs from project costs. They are after clarification as they say there are two types of admin costs for APPDP: administrative costs directly related to an individual activity (and shown in the activity proposal for that activity) and administrative costs relating to running the program overall (shown in the overall budget summary). Which one should I be after here and how would I best phrase this to ensure that it is all covered???

I promise cake is coming...

jb

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**From:** Byron Singline  
**Sent:** Thursday, 24 May 2012 7:01 AM  
**To:** Chris Tyrrel; Julie Boulton  
**Subject:** RE: Australian Politcial Parties for Democracy - we are almost there! [SEC=UNCLASSIFIED]

Hi Chris,

Thanks for sending this on, I meant to come up see you about it yesterday but got tied up with something else – appreciate your comments.

Agree with all your comments – my bold comments next to yours.

Julie – I think you should check with Travel area about the rates issue. From a practical point of view limiting total costs to what in rates would be reasonable – but would travellers be happy with this? ie. To lose per diems but have higher hotel rates? Why is it that the rate isn't high enough for travelling dignitaries? It may be dependent on level you could approve them to have SES rates, but normal staff to have Non-SES rates – would this assist? Get tickoff on your approach from travel however. I've also seen in some contracts the hotel rate to be "\$250 or as approved by AusAID." – so if hotels booked, and needs to be higher, it can be paid – and a margin left in miscellaneous reimbursable costs to allow this to be spent if needed. Practically we wouldn't want a travelling dignitary to be on the street because rate was \$40 higher a night! ☺

Hope our comments assist you finalising – good luck and hope all well!

Byron

## Byron Singline

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**From:** Chris Tyrrel  
**Sent:** Wednesday, 23 May 2012 5:23 PM  
**To:** Julie Boulton; Byron Singline  
**Subject:** RE: Australian Political Parties for Democracy - we are almost there! [SEC=UNCLASSIFIED]

Byron

I can come down to discuss. My initial comments are set out below each of Julie's questions/ comments.

Chris

## Chris Tyrrel

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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]

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.

Agree with Julie. – **Agree with Julie too!**

### **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?

Byron, I do not know, I think this is one for your area. **Comments above – check with Travel on principle of approach.**

### **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? There could be, 'Agreement Material' is wider than 'Reports'. I am not sure we should limit the licence to Reports only. **Agree it should encompass all material unless specific reason to exclude training materials due to sensitivity.**

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?

We could exclude training program materials from the definition of 'Agreement Material' if we do not want a licence for that material. **Agree**

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

Thanks for your help

Julie

**Julie Boulton**

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