

ANNEX 10 – AGREEMENT FOR JOINT MANAGEMENT OF ADVISERS

Agreement for the Joint Management of *Stretem Rod Blong Jastis* (Partnership) Advisers

Stretem Rod Blong Jastis Partnership (Partnership) and the Head of Agency, (insert position) agree to jointly manage the performance of the Long Term Adviser who will be located at (insert agency). The Adviser will be recruited for an initial maximum period of one year (depending on the length of the head contract). There will be a three-month probation period.

1. The Head of Agency will be responsible for the direct supervision of the Adviser on a day-to-day basis ensuring that s/he is providing the support to the staff and agency and capacity development as envisaged by the position description. This may include guiding the Adviser during the first 2-3 months where s/he requires assistance in terms of contextually appropriate approaches.
2. The Adviser will be required to report to the Head of Agency in terms of any absences from the office and applications for leave which will be approved by both the Head of Agency and the Partnership Coordinator.
3. The Partnership Coordinator will meet with the Adviser regularly (more frequently at the start of the contract but no less frequently than monthly) to track progress along result areas and indicators as well as to obtain continual feedback from the Adviser. Any matters raised by the Adviser that are deemed politically controversial or highly sensitive will be raised with the Head of Agency and AusAID via the Partnership Coordinator.
4. The Partnership Coordinator will meet with the Head of Agency monthly to discuss the performance of the adviser.
5. The Partnership Coordinator and the Head of Agency agree that the focus of the work of the adviser is to provide support in an advisory rather than in an in-line capacity. The adviser will only provide in-line support such as appearing in court, providing advice or conducting matters in his/her own name as agreed in the position description which is in *exceptional* circumstances, at the direct request of the Head of Agency. Any in-line support will be explicitly agreed in writing by the Head of Agency and AusAID. AusAID reserves the right to consult with other stakeholders before providing approval.
6. The Adviser will not undertake other in-line work, such as approving, signing or authorising decisions or documents. The Advisor's name will not appear on official policy documents or be used to justify decisions made by the Agency.
7. The Adviser may provide policy or other sensitive advice to the Head of the Agency but any decision made based on that advice will be made by the Head of Agency. If the Adviser feels the issue on which she/he is to advise is possibly or potentially controversial, the Adviser will seek guidance from the Partnership Coordinator before proceeding.
8. The Adviser will not undertake any work that may be considered politically sensitive by the Governments of Vanuatu or Australia, or that either government, for any reason, does not wish the Advisor to undertake. Either government may request in writing for work to cease.
9. Where the Partnership Coordinator and Head of Agency disagree with respect to an aspect of the Advisers performance and / or management and the issue cannot be resolved, the matter will be raised with the Director-General of the Ministry of Justice and Community Services and AusAID for joint discussion with the aim of determining an appropriate resolution to the issue.

Head of Agency

Partnership Coordinator

Dated: _____