

Partnership Arrangement

between

**the Government of Australia
represented by the Australian Agency for
International Development (AusAID)**

and the

Pacific Disability Forum (PDF)

**To support Disabled Person's Organisations in
the Pacific Region**

AusAID agreement number: 63151

1. BACKGROUND

- 1.1 Pacific Islanders with disabilities have made a great deal of effort to promote the rights of people with disabilities, both before and since the development of the UN Convention on the Rights of Persons with Disabilities (CRPD). Pacific Disabled People's Organisations (DPOs) have been critical to this momentum, undertaking a wide range of systemic advocacy efforts to raise awareness, to reduce barriers and to work towards inclusion. While the situation of people with disability in the Pacific is not fully documented and widely understood, there is sufficient evidence to confirm that to achieve the full promotion and protection of the rights of people with disability, considerable changes in attitudes, legislation, policies and programs are required. It is acknowledged that these are long-term processes, which require multiple and sustained interventions and support, preferably led by Pacific Island leaders and supported by donors.
- 1.2 In 2002, DPOs created the Pacific Disability Forum (PDF) as their umbrella regional organization, organized its inaugural meeting in Fiji in 2004, and established its Secretariat in Suva, Fiji in 2007. PDF works closely with the regional Government agency responsible for national disability issues, Pacific Islands Forum Secretariat (PIFS), and with other stakeholders at international and national levels to achieve shared objectives related to the rights of people with disabilities.
- 1.3 PDF plays a significant role in improving the lives of people with disabilities and their families in the Pacific, including through assisting people with disabilities to organise themselves in DPOs and through enabling Pacific governments to develop and implement policies and strategies which aim to include people with disabilities in all aspects of life and development. Through regional and national contributions to member DPOs to support their own organisational capacity development pathways, advocacy systems, and skills and knowledge in thematic areas (e.g. climate change, women's rights, disaster reduction and management, inclusive education), PDF is playing a critical role in the implementation of the CRPD in the region.
- 1.4 Over the period of PDF's Strategic Plan 2007-2010, PDF successfully registered an additional 19 DPO members (to a total of 31 members DPO) from 17 Pacific countries and territories. In 2012 PDF has 50 members comprising of 28 Full members and 22 Associate members. Its ability to contribute to the capacity of persons with disabilities through DPOs provides an enabling environment so they can take a central role in decision making, ensuring that policies and programs are shaped to better take account of their requirements. Guided by the PDF Strategic Plan 2011-2016 and associated Monitoring and Evaluation Plan, PDF seeks to continue to work towards their vision of "an inclusive Pacific society that is responsive, culture sensitive,

gender equitable and ensures the promotion and protection of the rights of persons with disabilities”.

- 1.5 Australia’s role in supporting the inclusion of people with disability in development processes was first defined in *Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014*. This Strategy reflects the Australian Government’s commitment to extending the benefits of development to all, and to promoting the dignity and well-being of people with disability. As one of four initial activities, the Strategy includes capacity development of DPOs as a priority. The Government’s new policy for Australia’s aid program, *An Effective Aid Program for Australia: Making a real difference—Delivering real results (July 2011)* reaffirms its commitment by including the objective “enhancing the lives of people with disabilities” under one of five core strategic goals “promoting opportunities for all.”
- 1.6 Australia has supported PDF since 2009, in the form of grants for activities, and in the 2011-12 financial year, a grant to cover both core and programme costs. As of July 2011 AusAID has replaced NZAID as the major donor partner. GOA and PDF have agreed to continue the Partnership from 2012 to 2016 (4 years), consistent with shared objectives and commitments in support of long-term processes of change in the Pacific relating to the rights of people with disabilities to participate in and benefit from development processes.

2. GENERAL

- 2.1 This Partnership Arrangement sets out the understandings of the Government of Australia (GOA), acting through the Australian Agency for International Development (AusAID), and the Pacific Disability Forum (PDF) concerning their respective responsibilities in relation to the granting of funds by GOA to PDF.
- 2.2 This Partnership Arrangement is not governed by international law and does not constitute or create (and is not intended to create) obligations under international or domestic law and will not give rise to legal process and will not be deemed to constitute or create any legally binding or enforceable obligations (express or implied).

3. DEFINITIONS

- 3.1 For the purposes of this Partnership Arrangement:
- (a) **“Australia’s Core Contribution” (ACC)** means those annual contributions for core organisational costs based on agreed budgeted work programs. Work programs are to be agreed in annual Partnership meetings between PDF and GOA.
 - (b) **“Funding”** refers to ACC and/or PF as provided by GOA.
 - (c) **“Grant Agreements” (GA)** means Agreements issued under this Partnership Arrangement, refer **paragraph 13**.

- (d) **“GOA”** refers to the Government of Australia as represented by AusAID.
- (e) **“Partnership”** refers to this Partnership Arrangement.
- (f) **“PDF”** refers to the Pacific Disability Forum.
- (g) **“Programs”** refers to PDF’s organisational units or activities, for which the GOA will provide ACC and/or Program Funding.
- (h) **“Parties”** refers to both GOA and PDF.
- (i) **“Prior Material”** means all material developed by PDF, GOA or a third party independently from the Program whether before or after commencement of the Program.
- (j) **“Program Funding” (PF)** refers to funding provided by GOA for individual Programs and/or to augment support to priority Programs in line with the strategies priorities of both parties.

4. **COMMENCEMENT DATE AND TERM**

- 4.1 This Partnership Arrangement comes into effect on the date of its signature. It will remain in effect for an initial period of approximately four (4) years up until **30 June 2016** (the “Partnership End Date”).
- 4.2 The responsibilities of PDF and GOA for activities being carried out pursuant to Grant Agreements begun prior to the Partnership End Date referred to above will continue until completion of such activities as if this Partnership remained in effect in respect of and for the whole duration of such activities.

5. **GUIDING PRINCIPLES**

- 5.1 In entering this Partnership Arrangement, the Parties mutually acknowledge their commitment to:
 - (a) Mutual respect for each partner’s contribution, strategic priorities and responsibilities;
 - (b) Open and effective communication, including the sharing of lessons learned to strengthen the quality and effectiveness of joint and separate activities;
 - (c) A shared focus on the outcomes of the Partnership, with responsibility for implementation of activities resting with PDF;
 - (d) The *PDF Strategic Plan 2011-2016* and its Monitoring and Evaluation Framework as the guiding documents for all PDF activities for the duration of this Partnership;

- (e) Assisting the efforts of Pacific countries to ratify, implement and report on the CRPD as well as progress towards the Millennium Development Goals, inclusive of people with disability;
- (f) The vision of the region as set out in the *Pacific Plan* and the *Pacific Regional Strategy on Disability*;
- (g) Maximizing the active and central role of people with disability through their representative organisations in all development processes;
- (h) Disability-inclusive, gender-sensitive and barrier free development;
- (i) The delivery of effective aid in line with the principles of the Paris Declaration on Aid Effectiveness, the Accra Agenda for Action, the Busan Communique on Aid Effectiveness and the Cairns Compact on strengthening Development Cooperation in the Pacific;
- (j) An open-ness to mutual learning and understanding; and
- (k) A close, strong, accessible, flexible, transparent and equal partnership.

6. IMPLEMENTATION OF PARTNERSHIP

6.1 The Parties will support this strengthened partnership through a variety of mechanisms, including an annual Partnership meeting to:

- (a) review progress on implementation and activities, including achievements against agreed targets;
- (b) review financial acquittals;
- (c) review and discuss risk management;
- (d) review outcomes of the partnership to date;
- (e) discuss priorities for the coming year.

6.2 Such annual Partnership meetings will also provide an opportunity for the Parties to discuss topics such as:

- (a) regional issues and trends;
- (b) strategic issues/updates, including any proposals for future collaboration;
- (c) progress achieved against strategic plan objectives and relevant concerns, risks and opportunities;
- (d) PDF and GOA corporate issues;

- (e) programme priorities and budget requirements for the following year; and
 - (f) any other matter reasonably requested by either party.
- 6.3 Following the annual Partnership meeting Parties will agree on a formal record documenting all agreements reached. The first draft of this will be prepared by PDF.
- 6.4 Agreement on performance indicators and targets, timing of the meetings and broader participation from other stakeholders will be reached by 31 December 2012.
- 6.5 Both Parties are committed to:
- (a) regular informal contact;
 - (b) sharing of all relevant information;
 - (c) sharing of contacts for networking purposes;
 - (d) enhancing aid effectiveness through increased opportunities for PDF to provide input into AusAID's policy development and programming;
 - (e) involving the other party in pertinent activities, in the Pacific and abroad; and
 - (f) raising awareness of each other's functions and activities throughout the region and internationally, as appropriate.

7. RESPONSIBILITIES OF THE PACIFIC DISABILITY FORUM

- 7.1 PDF will maintain a strategic approach to its program planning. Strategic Plans for its programs will continue to be prepared in accordance with its standard corporate format. They will be made available to the GOA and inform an annual Partnership meeting between the partners.
- 7.2 PDF will undertake to disburse the funds provided by GOA in accordance with the terms and conditions of this Partnership Arrangement.
- 7.3 PDF will implement the Programs to the satisfaction of the GOA and in a manner consistent with the decisions of the PDF Board. PDF will take all reasonable steps to keep expenses to a minimum, consistent with sound administrative and financial practices.
- 7.4 PDF will use the ACC and any interest earned thereon for core organisational costs based on agreed budgeted work programs.
- 7.5 PDF will advise the GOA in writing of proposed ACC use by way of an Annual Work Plan prior to the annual Partnership Meeting.

7.6 In addition to the ACC, GOA may allocate additional funds to PDF for specific purposes. Such supplementary allocations, referred to as Program Funding, would be covered by a Grant Agreement under this Partnership Arrangement, with allocations jointly determined by the Parties.

8. RESPONSIBILITIES OF THE GOA

8.1 Subject to **paragraph 8.2**, GOA will make payments to PDF in the amounts and at the times specified in each Grant Agreement.

8.2 Payment will be subject to:

- (a) the normal appropriation for each financial year of funds by the Australian Parliament for Australia's Overseas Aid Program;
- (b) the terms and conditions of this Partnership Arrangement; and
- (c) GOA's assessment of PDF's performance against PDF's strategic objectives and management capacity.

9. FINANCIAL RECORDS

9.1 PDF will maintain a sound financial system capable of verifying all financial funds received.

9.2 PDF will, in relation to GOA's funds, keep proper and detailed accounts including clear audit trails and records in relation to expenditure of those funds.

9.3 PDF will afford adequate facilities for audit and inspection of such accounts and records by GOA and its authorised representatives at all reasonable times and will allow copies and extracts to be taken.

9.4 PDF will preserve such accounts and records for a period of seven (7) years following the date of the expenditure of the relevant GOA funds.

9.5 In respect to Programs funded with ACC or PF funds, PDF will submit financial acquittal statements, as outlined in the relevant Grant Agreement.

9.6 PDF agrees to provide GOA with copies of PDF's Annual Reports, Annual Accounts and Audit Report as soon as they become available.

10. REPORTING

10.1 In respect to measuring the progress of the Partnership, GOA will rely principally on mechanisms set out in **paragraph 6** above and PDF's own monitoring and evaluation systems, in particular, PDF's six (6) monthly Progress and Annual Reports against the PDF Strategic Plan 2011-2016. As applicable, PDF will provide to GOA, PDF Board reports and publications of PDF led research and enquiry.

10.2 PDF will provide annual reports, which align with annually agreed Work Plans and budgets, to report on progress of all Programs funded by ACC and PF funds.

10.3 Where additional reporting is required, the nature and scope of the reporting will be agreed with PDF and outlined under Grant Agreements.

11. EVALUATION

11.1 PDF's effectiveness will be assessed primarily against agreed key performance indicators and targets, which will be established by GOA and PDF jointly in Partnership meetings as set out in **paragraph 6** following the signing of this Partnership Arrangement.

11.2 GOA, in consultation with PDF, may commission an independent mid-term and completion review of this Partnership to determine its value and impact, in accordance with GOA's quality processes and requirements. One or both of these may be undertaken jointly with other PDF partners as agreed by all Parties.

12. COMMUNICATION AND COORDINATION OF ACTIVITIES

12.1 The Parties will work in a collegiate and collaborative manner and will resolve any differences in relation to this Partnership Arrangement through a consultative process.

12.2 PDF will inform GOA of programs and projects that are supported by other donors, in particular, in those sectors for which the use of Australian funds (ACC or SA) are proposed.

12.3 GOA will advise PDF of planned GOA supported activities in the region that are likely to be of relevance to the work programs of PDF.

13. PROGRAM SPECIFIC ARRANGEMENTS

13.1 All funding contributions will be provided through the use of a Grant Agreement in the form at **Annex A** to this Partnership Arrangement.

13.2 GOA will issue a Grant Agreement which will contain the information specified in **paragraph 13.4** below. Prior to issuing a Grant Agreement, GOA will establish that PDF is available to undertake the task and reach agreement with PDF on the terms of reference/scope of work, the duration, reporting and overall cost of the proposed Program.

13.3 The Grant Agreement issued will be implemented in accordance with the terms and conditions described in this Partnership Arrangement.

13.4 The Grant Agreement will be substantially in the form set out in **Annex A** and contain the following information:

- (a) a description of the Program to be undertaken;

- (b) the date of commencement of the Program;
- (c) the period in which the Program will be undertaken; and
- (d) the total amount payable.

13.5 The Parties acknowledge that some paragraphs of this Partnership Arrangement may appear in the Grant Agreement at **Annex A**. If there is any difference between a paragraph of this Partnership Arrangement and a Clause of a Grant Agreement, the Clause of the Grant Agreement will prevail.

14. **DISPUTE RESOLUTION**

14.1 Any disputes arising over the interpretation or application of this Partnership Arrangement will be resolved through mutual discussion and conciliation.

15. **INDEMNITY AND INSURANCE**

15.1 PDF will indemnify GOA at all times against any actions, claims, liabilities, damages or expenses suffered or incurred by PDF as a result of, or arising from, the implementation of this Partnership.

15.2 PDF will be responsible for insurance cover against loss of life, personal accident and illness, loss, theft and damage to personal effects and Program supplies and assets and all Program activities and Program personnel engaged directly by PDF. GOA will have no responsibility for any insurance cover for PDF personnel, property, assets and supplies or actions.

16. **FRAUD**

16.1 For the purposes of this paragraph the words 'fraudulent activity', 'fraud' or 'fraudulent' mean: Dishonestly obtaining a benefit by deception or other means.

16.2 PDF is responsible for:

- (a) preventing and detecting fraud including fraud within those functions outsourced to / performed by a sub-contractor or under any other arrangement relating to the management or administration of the Program; and
- (b) ensuring that its staff and its subcontractors' staff are responsible and accountable for preventing and reporting any fraud or suspected fraud as part of their routine responsibilities.

16.3 PDF must report in writing within five (5) working days to the GOA any detected, suspected, or attempted fraudulent activity involving the implementation of funds under this Partnership Arrangement.

16.4 In the event of detected, suspected or attempted fraud and in consultation with the GOA, PDF must develop and implement a strategy to investigate,

suspected cases of fraud. Further detail on how to manage such matters is provided in Grant Agreements.

17. ANTI-CORRUPTION

- 17.1 PDF and GOA are committed to preventing and detecting corruption and bribery. The PDF through its employees, agents or representatives will not make or cause to be made, nor will they receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Partnership Arrangement or any arrangement or provision of funds in relation to the Program. The PDF will use its best endeavours to ensure that any employee, agent, representative or other entity involved in the Program will also adhere to this provision.
- 17.2 For the purposes of this paragraph (Anti-Corruption), the term “corrupt” includes (but is not limited to) any action or practice which would warrant disciplinary procedures being taken against an individual under applicable laws.

18. PROCUREMENT

- 18.1 The PDF will use its best endeavours to ensure that any procurement undertaken using the GOA financial contribution(s):
- (a) is undertaken in a manner that achieves value for money;
 - (b) promotes the use of resources in an efficient, effective and ethical manner; and
 - (c) is undertaken in accordance with the PDF procurement guidelines.

19. COUNTER-TERRORISM

- 19.1 PDF will use its best endeavours to ensure that funds provided by GOA under this Agreement, do not provide direct or indirect support or resources to organisations and individuals associated with terrorism or listed on a ‘Relevant List’.
- 19.2 If, during the course of this Partnership Arrangement, PDF discovers that an organisation or individual involved in a Program is listed on a ‘Relevant List’ or has any link whatsoever with any organisation or individual associated with terrorism it will inform GOA immediately.
- 19.3 GOA may terminate this Partnership immediately by notice in writing to PDF if PDF breaches any of its obligations under this **paragraph 19** (Counter-Terrorism).
- 19.4 Notwithstanding GOA’s right to terminate this Partnership under **paragraph 19.3** in the event of a breach of this **paragraph 19** (Counter-Terrorism), PDF will use its best endeavours to recover an amount equivalent to the relevant

funds which are found to have been paid to organisations and individuals associated with terrorism and refund that amount to GOA.

- 19.5 For the purposes of this **paragraph 19** (Counter-Terrorism), 'Relevant List' means the lists of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of the UN Act 1945* (Cth) posted at:
<http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF30CA256FAB001F7FBD?OpenDocument> and
http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3

20. CHILD PROTECTION

- 20.1 PDF will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. PDF will be responsible for protecting children from abuse of all kinds in the delivery of aid activities.

- 20.2 The PDF and its Personnel must comply with:

- (a) AusAID's *Child protection policy*.
(<http://www.aid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. GOA may audit the PDF's compliance with AusAID's *Child protection policy* and child protection compliance standards. The PDF must participate cooperatively in any reviews conducted by GOA.

21. TRANSPARENCY

- 21.1 The Parties are committed to principles of transparency consistent with AusAID's Transparency Charter. The Parties will apply these principles of transparency to information relating to Australian funding of PDF's program of assistance. GOA will periodically publish detailed information about work under the Partnership Arrangement on the AusAID website. This will include information about PDF's policies, plans, processes, the results of PDF's aid activities and our evaluations of PDF's performance. The Parties will consult prior to publication or release of information regarded as sensitive (for example, fraud or corruption matters).

22. INTELLECTUAL PROPERTY

- 22.1 PDF and GOA will retain all Intellectual Property rights held in their respective prior material provided as part of activities undertaken under this Partnership Arrangement.
- 22.2 Any Intellectual Property rights arising in relation to this Partnership Arrangement will vest in the PDF upon its creation. The PDF grants to the GOA a world-wide, irrevocable, royalty-free licence to use any materials with Intellectual Property rights arising in relation to Programs undertaken under this Partnership Arrangement.

22.3 In the absence of any other arrangement between the Parties defining the term “Intellectual Property” in the context of development assistance, in this Agreement “Intellectual Property” will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.

23. **AUDIT**

23.1 PDF is responsible for ensuring that GOA funding is audited on an annual basis.

23.2 The Annual audit of funding will be undertaken by an independent auditor.

23.3 The annual audit report will include formal advice detailing any weaknesses in the Program’s internal controls and recommendations for strengthening identified weaknesses.

23.4 The annual audit report will be provided to both Parties and be included as an agenda item at the annual consultation meeting at the earliest opportunity.

23.5 The annual audit will, if requested by GOA, also examine (i) procurement decisions and /or related contracts; and (ii) compliance with PDF procedures and regulations where GOA funds are utilised for the procurement of goods and/or services.

23.6 PDF agrees that GOA may commission independent audits, including financial, compliance and/or performance audits, of the Program and PDF acknowledges that it will cooperate fully with any such audits.

23.7 The arrangements, including the terms of reference, selection method and costs, for the engagement of an independent auditor will be agreed between the Parties.

23.8 GOA agrees to provide PDF with copies of any independent audit reports that they may commission.

24. **PUBLICITY**

24.1 PDF should use the Australian Aid identifier to denote association with Australia, the Australian Government or AusAID in any publicity or other program related materials. PDF must comply with the AusAID Guidelines for on the use of logos and other forms of acknowledgement at all times. The Guidelines are available from the AusAID website.

24.2 PDF shall, where appropriate, erect a sign at each Program site that acknowledges the funding of the Program. Where GOA is the major funder, signage will comply with AusAID’s branding requirements. Such signs shall in all cases be discussed and agreed between GOA and PDF. Signs should use the Australian Aid identifier.

24.3 Wherever Australia provides financial, and/or policy and practical support for activities led by PDF, that support will receive substantial recognition in all associated PDF documents and publications, both hard copy and electronic, media, speeches and other announcements. This includes concept papers, board approval documents, media releases, speeches, brochures and publicity materials, signs, web pages and formal correspondence, including and especially with the partner country concerned.

25. AMENDMENTS AND DOCUMENTATION

25.1 This Partnership Arrangement may be amended at any time by an exchange of letters between the GOA and PDF.

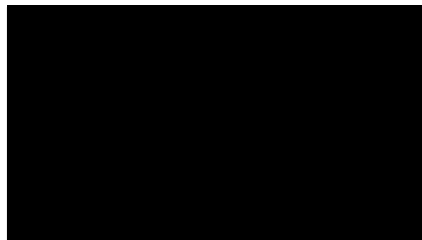
25.2 This Partnership Arrangement complements the commitments of GOA under relevant decisions of PDF's governing board, in particular those that relate to the core funding of PDF.

26. NOTICES

26.1 Any notice, document, or other communication to be given or served by the GOA on the PDF under this Partnership Arrangement will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of the GOA and is:

(a) Delivered by hand to PDF; or

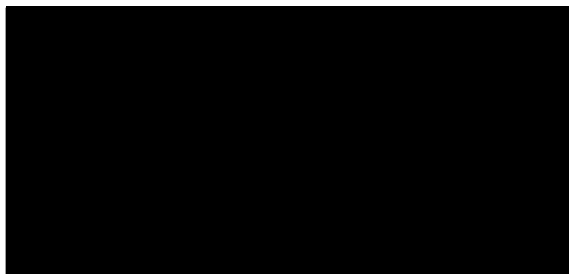
(b) Sent to:



26.2 Any notice, document, or other communication to be given or served by PDF on the GOA under this Partnership Arrangement will, unless the contrary intention appears, be deemed to have been duly given or served if it is in writing and is signed on behalf of PDF and is:

(a) Delivered by hand to AusAID; or

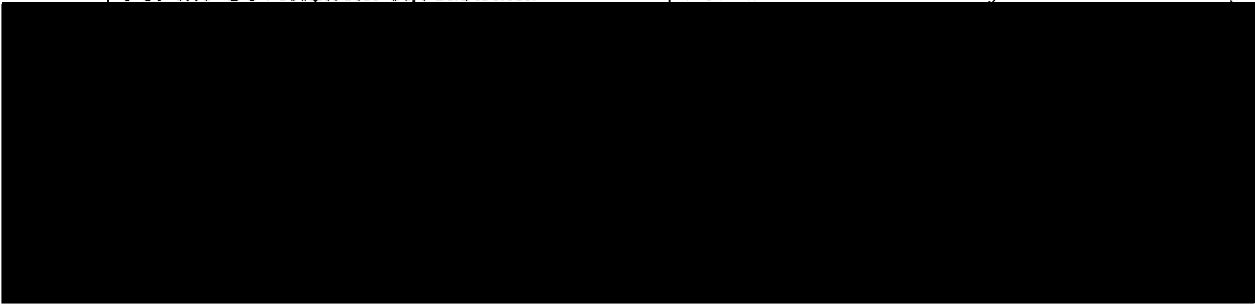
(b) Sent to:



Signed in *PDF office* on *25th* day of *May* 2012

For the Government of Australia

For the Pacific Disability Forum



Annex A

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GRANT AGREEMENT

BETWEEN

|

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

[PACIFIC DISABILITY FORUM (PDF) |

FOR

[Insert name of Program |

AUSAID AGREEMENT NUMBER: (63151/XX |

[Agreement No. 63151/XX]

IN WITNESS whereof this Agreement has been executed by the Commonwealth, by an authorised officer, and has been executed by the PDF by its authorised officer.

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by the Australian Agency
for International Development by:

in the presence of:

Signature of FMA Act s44 Delegate

[insert name]

Name

[insert position]

Position, Section

Signature of witness

Name of witness
(Print)

SIGNED for and on behalf of
Pacific Disability Forum:

Name and Position
(Print)

Signature

By executing this Agreement the signatory warrants that he/she is duly authorised to execute this Grant Agreement on behalf of the PDF.

in the presence of:

Name of witness
(Print)

Signature of witness

AGREEMENT CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals unless the context otherwise requires:

“Program” means the Program [insert Program name] described in the Proposal for which the Funds are provided.

“Proposal” means the specific tasks and budget associated with the Program included as Schedule 1 to this Agreement.

“Agreement” means this Agreement including all Parts and any schedules and annexes as issued under the terms and conditions of the Partnership Arrangement.

“Agreement Material” means all material created or required to be developed or created as part of, or for the purpose of undertaking the Program, including documents, equipment, information data, sounds and images stored by any means.

“Business Day” means a day on which GOA is open for business.

“Commonwealth” or **“Government of Australia”** means Commonwealth of Australia or AusAID, as appropriate.

“Fraudulent Program”, **“Fraud”** or **“Fraudulent”** means dishonestly obtaining a benefit by deception or other means.

“Funds” means the amount of money as specified in clause titled ‘Funds and Payment’ of this Agreement that has been approved by GOA and paid to the PDF subject to the conditions outlined in this Agreement.

“Independently Audited” means financial records audited by a certified financial professional that is in no way linked or associated with the Program or the Parties to this Agreement.

“Partnership Arrangement” refers to the overarching agreement between the Parties signed in May 2012.

“Party” means GOA or the PDF.

“Parties” refers collectively to both GOA and PDF.

“Personnel” means including Personnel, whether employed by the PDF or engaged by the PDF on a sub-contract basis or agents or volunteers of PDF, engaged in the provision of the Program

“Prior Material” means all material developed by PDF, GOA or a third party independently from the Program whether before or after commencement of the Program.

“**Relevant List**” means the lists of terrorist made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of the United Nations Act 1945* (Cth) posted at:<http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF30CA256FAB001F7FBD?OpenDocument> and http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3

“**Similar List**” means any similar list to the World Bank List maintained by any other donor of development funding.

“**World Bank List**” means a list maintained by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at: <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

1.2 Agreement prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Grant Agreement or otherwise) between the provisions of the Grant Agreement Conditions and the Partnership Arrangement the Partnership Arrangement is to be read subject to the Grant Agreement and the provisions of the Grant Agreement prevail to the extent of any inconsistency.

2. **TERM OF THE AGREEMENT**

- 2.1 The term of this Agreement commences upon execution by both Parties being the date indicated at the front of this Agreement and continues until all obligations have been fulfilled under this Agreement, unless terminated earlier in accordance with this Agreement.
- 2.2 The PDF must commence the Program no later than [insert date] (Agreement Start Date) and must complete the Program by [insert date] (Agreement End Date). |

3. **NOTICES**

- 3.1 For the purpose of serving notices to either Party of this Agreement, a notice must be in writing and shall be treated as having been duly given and received:
- (a) when delivered (if left at that Party’s address);
 - (b) on the third Business Day after posting (if sent by pre-paid mail); or
 - (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).

3.2 For the purposes of this Agreement, the address of a Party is the address set out below or another address of which that Party may give notice in writing to the other Party:

GOA:

To:

Postal Address:

Street Address:

Facsimile:

PDF:

To: Setareki S. Macanawai, Chief Executive Officer

Postal Address: Chief Executive Officer

Pacific Disability Forum

24 Des Voeux Road

Suva, FIJI ISLANDS

Street Address: 24 Des Voeux Road, Suva, FIJI ISLANDS

Facsimile: +679-3310469

4. GENERAL CONDITIONS

- 4.1 The PDF must carry out the Program in accordance with the Program Proposal and the terms and conditions of this Agreement and Partnership Arrangement.
- 4.2 The PDF must advise GOA immediately of any difficulties or delays in implementation of the Program.
- 4.3 The PDF shall acknowledge in writing to GOA receipt of the Funds immediately on its receipt.
- 4.4 The Funds and any interest earned or exchange rate gains must be used diligently and for the sole purpose of the Program outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Program.
- 4.5 The PDF acknowledges that Funds provided by GOA to the PDF for this Program does not entitle the PDF to any other or further funding.

- 4.6 The PDF shall acknowledge GOA funding assistance provided under this Agreement where appropriate and advise GOA of matters relating to any publicity and media relations, prior to any publication or media release.
- 4.7 The PDF must not represent itself and must ensure that its Personnel participating in the Program do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 4.8 The PDF will use its best endeavours to ensure that in its performance of the Program all Personnel and their dependents, while in a recipient country, respect the laws and regulations in force in the recipient country.
- 4.9 The PDF is responsible for the security of all of its Personnel and for taking-out and maintaining all appropriate insurances.
- 4.10 The PDF must not assign its interest in this Agreement without first obtaining the consent in writing of GOA.
- 4.11 No delay, neglect or forbearance by either Party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that Party.
- 4.12 This Agreement is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

5. AGREEMENT AMENDMENTS

- 5.1 Either Party may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Program, the efficiency, cost-effectiveness and development impact of the Program.
- 5.2 Changes to this Agreement (including to **Schedule 1** and any annexes) shall only be effected if agreed in writing and signed by both Parties in the form of an Exchange of Letters.

6. PROCUREMENT OF GOODS

- 6.1 Procurement under this Agreement will be in accordance with the Partnership Arrangement.

7. MONITORING AND EVALUATION

- 7.1 Monitoring and Evaluation of the Services provided under this Agreement will be in accordance with the Partnership Arrangement.

8. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

- 8.1 The PDF and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the recipient country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on the AusAID website: <http://www.aisaid.gov.au/business/contracting.cfm>. This list is not exhaustive and is provided for information only. The provision of this list does not relieve the PDF from

complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.

8.2 The PDF and its Personnel must comply with:

- (a) Gender and Development;
- (b) AusAID's *Child protection policy*. (<http://www.usaid.gov/press/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. GOA may audit the PDF's compliance with AusAID's *Child protection policy* and child protection compliance standards. The PDF must participate cooperatively in any reviews conducted by GOA;
- (c) The strategy '*Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014*' (<http://www.usaid.gov/press/pubs.cfm?Type=PubPolicyDocuments>), and in particular the strategy's six guiding principles; and
- (d) *Family Planning and the Aid Program: Guiding Principles* (August 2009), accessible on AusAID's website (<http://www.usaid.gov/press/pubs.cfm?Type=PubPolicyDocuments>).

8.3 The PDF must use its best endeavours to ensure:

- (a) that individuals PDF involved in implementing the Program are in no way linked, directly or indirectly, to individuals associated with terrorism; and
- (b) that Funds provided under this Agreement are not used in any way to provide direct or indirect support or resources to individuals associated with terrorism.

8.4 The PDF must have regard to the Australian Government guidance "Safeguarding against terrorism financing: a guidance for non-profit NPOs," available at <http://www.nationalsecurity.gov.au/npo>.

8.5 If, during the course of this Agreement, the PDF discovers any link whatsoever with any PDF or individual listed on a Relevant List it must inform GOA immediately.

8.6 If, during the course of this Agreement, the PDF is listed on a World Bank List or Similar List it must inform GOA immediately.

8.7 PDF is responsible for:

- (a) preventing and detecting fraud including fraud within those functions outsourced to / performed by a sub-contractor or under any other arrangement relating to the management or administration of the Program; and
- (b) ensuring that its staff and its subcontractors' staff are responsible and accountable for preventing and reporting any fraud or suspected fraud as part of their routine responsibilities.

8.8 The PDF agrees that:

- (a) The PDF and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent activities. The PDF is responsible for preventing and detecting Fraud.
- (b) The PDF must report in writing within five (5) working days to GOA any detected, suspected, or attempted Fraudulent Program involving the Program, GOA may direct the PDF to investigate the alleged Fraud and the PDF must undertake an investigation at the PDF's cost and in accordance with any directions or standards required by GOA.
- (c) Following the conclusion of an investigation, where the investigation finds that an employee or sub-contractor of PDF has acted in a fraudulent manner, PDF will make every effort to recover the GOA financial contribution(s) or property acquired with the GOA financial contribution(s) through fraudulent activity, including:
 - (i) taking recovery action in accordance with recovery procedures, including, if appropriate, civil litigation, as available; and
 - (ii) referring the matter to the police or other relevant authorities responsible for prosecution of fraudulent activity; or
 - (iii) in the case of a PDF employee, taking the relevant disciplinary procedures in accordance with relevant Code of Conduct or similar PDF provisions where these exist.
- (d) The obligations of the PDF under **Clauses 8.7(b) and 8.7(c)** shall survive the termination or expiration of this Agreement.]
- (e) The PDF warrants that the PDF shall not make or cause to be made, nor shall the PDF receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement. In addition, the PDF shall not bribe public officials and shall ensure that its delivery contractor's comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from GOA.

9. TERMINATION

- 9.1 This Agreement can be terminated by mutual agreement between both Parties subject to written notice given three (3) months in advance.
- 9.2 In the event of any termination, the PDF must provide an Independently Audited statement of expenditure of the Funds within thirty (30) days of the date of the notice to terminate, signed by the head of the PDF, and return any uncommitted unspent Funds to GOA.
- 9.3 In the event that a notice to terminate is given by either party GOA shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the PDF under this Agreement, together would exceed the amount of the total financial limitation of this Agreement.

10. ACCOUNTS AND RECORDS

- 10.1 The bank account used by PDF must be in the name of the PDF and must not be a personal bank account.
- 10.2 The PDF must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the PDF must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Program management records providing clear audit trails in relation to expenditure under this Agreement;
 - (b) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by GOA and its authorised representatives at all reasonable times and allow copies and extracts to be taken; and
 - (c) if requested by GOA, provide an acquittal, certified by the senior financial officer or the Chief Executive Officer of the PDF, of Funds spent to date against the budget in the Program Proposal.

11. GOA USE OF AGREEMENT INFORMATION

- 11.1 GOA may disclose matters relating to this Agreement, including this Agreement, and other relevant information, except where such information may breach the *Privacy Act 1988* (Cth), to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries. In addition, GOA may publicly report information regarding this Agreement. This clause shall survive termination or expiration of this Agreement

12. REPORTS

[If this Program is 12 months in duration or less insert the following clauses. If over please delete these clauses and use the ones below]

- 12.1 Thirty (30) days prior to the Agreement End Date, PDF must submit to GOA:
- (a) a final report of XX pages which provides a brief outline of the Program and in more detail cover key outcomes compared with objectives, development impact, sustainability and lessons learned; and
 - (b) a final Acquittal Statement.
- 12.2 The final Acquittal Statement must:
- (a) include details of any interest earned on the Funds;
 - (b) be prepared in accordance with the internal and external auditing procedures laid down in the rules and regulations applicable to the PDF;
 - (c) be Independently Audited and certified (The cost of this audit may be payable from the Funds); and

- (d) be signed by the senior financial officer or the head of the PDF, indicating that the Funds have been spent in accordance with the terms of this Agreement.

12.3 PDF must repay to GOA any unspent funds or interest with the final report and Acquittal Statement.

12.4 The annual report and final report with attached statement acquitting all Funds should be sent to

[insert name]
[insert title]
[insert postal address]
[email address]

in the following format:

- (a) one bound hard copy; and
- (b) one electronic version in Word Format

[If this Program is more than 12 months in duration insert the following clauses. If it is less please delete the following clauses]:

12.5 PDF must submit an annual report, on the anniversary of the Agreement Start Date, which should not exceed five (5) pages and which has two basic parts:

- (a) A review of implementation progress to date; and
- (b) An work program for the coming period that:
 - (i) incorporates any lessons from the assessment of Program progress;
 - (ii) outlines the expected outputs and development results of the proposed program of work; and
 - (iii) describes the inputs, work and outputs of both the PDF and any other key stakeholders.

12.6 Thirty (30) days prior to the Agreement End Date, PDF must submit to GOA:

- (a) a final report which provides a brief outline of the Program and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned; and
- (b) a final Acquittal Statement.

12.7 The final Acquittal Statement must:

- (a) include details of any interest earned on the Grant;
- (b) be prepared in accordance with the internal and external auditing procedures laid down in the rules and regulations applicable to the PDF;

- (c) be Independently Audited and certified (The cost of this audit may be payable from the Grant); and
- (d) be signed by the senior financial officer or the Chief executive Officer of the PDF, indicating that the Grant has been spent in accordance with the terms of this Agreement.

12.8 The Organisation must repay to GOA any unspent Grant funds or interest with the final report and Acquittal Statement.

12.9 The annual report, final report and Acquittal Statement must be sent to:

Name
 Position, Section
 Australian Agency for International Development

 GPO Box 887

 CANBERRA ACT 2601 AUSTRALIA
 Email

Comment [A1]:

[A1] in the following format:

- (a) one bound hard copy; and
- (b) one electronic version in Word Format.

13. FUNDS AND PAYMENT

13.1 GOA will pay PDF up to a maximum of [AUD insert value] in acquittable tranches as follows:

Indicative Date	Tranche Number	Amount of Grant Funds (AUD)
Insert Date Refer to Clause 13.2 below	1	x
Insert Date (Refer to Clause 13.3 below)	2	x
Insert Date (Refer to Clause 13.3 below)	3	x

- 13.2 GOA will pay Tranche 1 within thirty (30) days of the date of this Agreement and subject to receipt of a valid invoice.
- 13.3 GOA will pay subsequent tranches at the date indicated above subject to PDF:
- (a) providing an Acquittal Statement of 70% of the previous tranche, signed by the Senior Financial Manager or the Chief Executive Officer head of PDF indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement;
 - (b) submitting a valid invoice; and
 - (c) making satisfactory progress with the Activity as determined by GOA. |

14. CLAIMS FOR PAYMENT

- 14.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and **Agreement number [insert number]**. Invoices must also contain the Payment Event number(s) notified by GOA.
- 14.2 All invoices must be **made to:**
- Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA
- 14.3 Invoices should be sent to the above address. Alternatively GOA will accept electronic invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 14.4 Where Australian GST applies to this Agreement all invoices must be in the form of a valid tax invoice. Invalid tax invoices will be returned to PDFs. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

SCHEDULE 1

Attach Program Proposal here and delete the following guidance note.

As a guide, and at a minimum, the Program Proposal should provide the following:

PROGRAM NAME: *[insert title of Program]*

BACKGROUND

[An overview of the context in which the Program will be implemented.]

OBJECTIVE

[Briefly outline the Program objective.

- An objective is defined as “a specific statement setting out what a Program is expected to achieve by a given time”, and provides the primary basis for judging the success of the Program.*
- the number of objectives should be limited to ensure focus on the priority outcomes to be achieved.]*

TASKS

[Provide a brief, clear description of the Program, and any related sub-activities, assuming the reader has no prior knowledge. This includes clear indication of the approach(es) taken and modality(ies) by which it is being delivered.]

PERFORMANCE INDICATORS

<i>Outcome</i>	<i>Verifiable Indicators</i>	<i>Means of Verification</i>	<i>Responsibility</i>	<i>Data Source</i>

DETAILED BUDGET

[Provide a detailed budget for the Program. Ensure that the total amount of the budget does not exceed the total amount of the financial contribution that will be provided by the GoA under this Agreement]

RISK MANAGEMENT

[Where the Activity involves significant procurement or is complex in nature, identify risks to the achievement of outcomes and the approach to managing those risks]