



Australian Government

AusAID

s 22(1)(a)(ii)

Chief Executive Officer
Scarlet Alliance
P.O. Box 261
Darlinghurst NSW 1300
Australia

15 May 2008

Dear s 22(1)(a)(ii)

Agreement Number 46149: Capacity Development of Friends Frangipani

Thank you for your proposal submitted April 2008 seeking funding under the Annual Implementation Plan for the PNG National Strategic Plan on HIV and AIDS 2006-2010 for the Capacity Development of Friends Frangipani ("the Activity") on behalf of Scarlet Alliance ("the Organisation").

I am pleased to inform you that AusAID has approved up to Australian Dollars 161,667 ("the Funds") as a nine month commitment ending on 31 January 2009, subject to the conditions outlined in this letter, for activities aimed at meeting the following objective(s):

- (a) Support for implementation of the PNG National Strategic Plan on HIV and AIDS 2006-2010

This letter and your acceptance of it will form an Agreement between the Organisation and AusAID.

The specific tasks and budget associated with the Activity are included in the document titled Funding Proposal For The Capacity Development of Friends Frangipani 2008 ("Activity Proposal") dated January 2008 which is attached (Attachment A) and forms part of the Agreement.

1. Reporting

- 1.1 Reporting must be provided against the logframe for the proposal and in the agreed NACS reporting format; and,
- 1.2 The Organisation must provide a progress report every three months throughout the funding period.
- 1.3 The Organisation must submit a final Activity report (Final Report) and overall acquittal within two months of completion of the Activity. The Final Report will be a maximum of ten (10) pages and will inform AusAID of the outcome of the Activity against the Activity's objectives.

2. Funding and Payment

- 2.1 Funding up to a maximum of Australian Dollars \$161,667 referred to as the Funds, will be payable as an acquittable grant by AusAID in tranches divided as follows:

Tranche	Month and year	Australia's contribution
1	May 2008	\$100,000
2	November 2008	\$61,667
Total		\$161,667

- 2.2 Tranche 1 will be payable by AusAID upon your acceptance of this letter. The subsequent tranche will be payable on acceptance by AusAID of a satisfactory acquittal report to AusAID of the previous tranche. The acquittal report shall include:
- (a) a financial statement of funds showing the approved budget, and the actual expenditure incurred against that budget; and
 - (b) a statement signed by the senior official of Scarlet Alliance stating that the funds have been applied for the approved purposes.
- 2.3 Payment of the subsequent tranche will also be subject to expenditure of 75% of the previous tranche against the budget outlined in the Activity Proposal.

3. Grant Conditions

In order that payment can be made, AusAID requires the Organisation to agree to the following provisions:

- 3.1 The Organisation must commence the Activity on the date of your acceptance of this agreement ("Activity Start Date") and conclude the Activity by 31 January 2009.
- 3.2 The Organisation must carry out the Activity in accordance with the attached Activity Proposal.
- 3.3 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 3.4 The Organisation will acknowledge in writing to AusAID receipt of the funds immediately on its receipt.
- 3.5 The Funds and any interest earned must be used diligently and for the sole purpose of the activities outlined above and in accordance with your proposed 2008 budget dated January 2008 in the Activity Proposal, or as otherwise agreed in writing. Interest must only be expended on the Activity. The bank account used by the Organisation must be in the name of the Organisation (not a personal bank account).

- 3.6 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Activity 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 above by AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) preserve the financial records referred to above for a period of seven years from the date of completion of the Activity; and
 - (d) if requested by AusAID, provide an independently audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.
- 3.7 The Organisation must provide a progress report and a certified statement of expenditure every three months from the date of signature of this agreement until 31 January 2009:
- (a) Be no more than ten pages
 - (b) Include an overview and summary; and
 - (c) Include key emerging issues and risks, a brief description and status of activities against each output, and a summary of expenditure and resource usage.
- 3.8 The Final Report and Financial statement must be submitted within two months of completion of the Activity. Both the certified statement of expenditure and the financial statement must acquit the above funds against the budget in the Activity Proposal. Any unspent funds or interest must be repaid to AusAID with the Final Report. Each Fund Acquittal must include details of any interest earned on the Australian Funds.
- 3.9 The financial statements referred to in Clause 3.8 will be certified by an independent auditor. The financial statements will be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation.
- 3.10 Prior to receiving subsequent tranches of the Funds, the Organisation must provide a statement, signed by the Head of the Organisation, indicating the proportion of previous funding tranches that have been expended in accordance with the terms of this Agreement.
- 3.11 Recognising International Education Agency's (IEA) national mandate to coordinate and ensure quality assurance of HIV and AIDS training in Papua New Guinea, the Organisation, in undertaking HIV and AIDS training as part of their activity proposal will register the HIV and AIDS training on the IEA data base, and either
- (a) utilise IEA trainers, or
 - (b) ensure their trainers are registered with the IEA

- 3.12 The Organisation will acknowledge AusAID funding assistance where appropriate and advise AusAID of matters relating to any publicity and media relations.
- 3.13 The Organisation must obtain written approval from AusAID prior to any substantive changes in the activities or expenditure of the projects for which the Funds are to be utilised.
- 3.14 The Organisation must ensure that in its procurement of goods that:
- (a) the goods to be procured are of a satisfactory quality;
 - (b) the goods will be delivered in good order and condition and in accordance with the Activity timetable;
 - (c) the price paid for goods procured represents value for money;
 - (d) there is open and effective competition in the purchasing process to the extent practicable; and
 - (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.
- 3.15 The Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this agreement or supplied by AusAID to the Activity which has a value of \$1,000 or more. In addition non-consumable items of a portable and attractive nature with a value of less than \$1,000 are also to be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets will be as agreed to in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets every twelve months and the results of that reconciliation included in the Final Reports required in Clause 3.8.
- 3.16 The Organisation must, if required by AusAID, permit AusAID to monitor or evaluate the use of the Funds. AusAID will give the Organisation at least two weeks notice of its intentions prior to commencing such a study. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.
- 3.17 The Organisation indemnifies and agrees to keep indemnified the Commonwealth of Australia, its officers, employees and agents from and against any loss, damages or costs arising from any claim, demand, action, suit or proceeding that may arise out of any negligence by The Organisation or its agents in connection with the performance of the purposes for which the grant is made or otherwise.
- 3.18 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.

- 3.19 The title to all Intellectual Property rights in or in relation to material created during the course of the Activity vests in AusAID upon its creation. AusAID will grant to the Organisation a world-wide, irrevocable, royalty-free licence to use the material.
- 3.20 If the Organisation:
- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming, bankrupt or insolvent;
 - (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
 - (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
 - (d) assigns its interest in this Agreement without the consent in writing of AusAID;
or
 - (e) breaches any term of this proposal and such breach has not been remedied within the time stipulated in a written request from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

- 3.21 In addition, either party may terminate this Agreement by giving to the other a Notice of Intention to Terminate in writing stating the reasons for termination. In the event of termination, the Organisation must provide a statement of expenditure of the Funds, signed by the Head of the Organisation, and return any unspent Funds to AusAID within 30 days.
- 3.22 No later than twenty-eight (28) days after receipt of a Notice of Intention to Terminate, the parties shall meet to fully co-operate in a joint determination of the following:
- (a) the date of termination;
 - (b) the appropriate method and manner for effecting the necessary winding-up of the Activity;
 - (c) a reconciliation of the funds supplied by AusAID and an identification of any interest earned thereon as at the date of termination;
 - (d) the extent of AusAID's financial responsibilities, within the amount of the Grant at the date of termination;
 - (e) any issues arising from the termination of concern to AusAID with regard to its relationship with a recipient government; and
 - (f) other matters which arise as a consequence of the termination.

- 3.23 In the event that a Notice of Intention to Terminate is given by either party the Organisation must:
- (a) forthwith do everything possible to prevent or mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall terminate its role in the Activity in a prompt and orderly manner; and
 - (b) if so determined as provided above, refund any uncommitted part of any tranche or funds already paid by AusAID, together with any uncommitted interest, within 30 days of the date of the joint determination.
- 3.24 In the event that a Notice of Intention to Terminate is given by either party AusAID shall:
- (a) if so determined as provided above, provide such funds as may be agreed as necessary to meet existing financial commitments and obligations; and
 - (b) not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to you under this Agreement, together would exceed the amount of the Grant.
- 3.25 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 3.26 The Organisation acknowledges that the Australian Government has adopted a policy and laws consistent with relevant international counter-terrorism treaties and UN Security Council Resolutions 1267 (1999), 1373 (2001) and successor resolutions of not providing direct or indirect support or resources to organisations and individuals associated with terrorism.

The Organisation must ensure that funding provided under this Agreement is expended in a manner consistent with international counter-terrorism treaties, UN Security Council Resolutions on terrorism and related Australian laws. If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed by the United Nations 1267 Committee or the Australian Government as associated with terrorism it must inform AusAID immediately.

- 3.27 For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.
- (a) The Organisation and its Delivery Organisations must not engage in any fraudulent activity. The Organisation is responsible for preventing and detecting fraud.
 - (b) The Organisation must report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving the Services. AusAID may direct the Organisation to investigate the alleged fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
 - (c) Following the conclusion of an investigation, where the investigation finds that a party other than the Organisation, an employee of the Organisation or a

subcontractor of the Organisation, has acted in a fraudulent manner, the Organisation shall, at the Organisation's cost:

- (i) Make every effort to recover any AusAID funds or funded property acquired or distributed through fraudulent activity, including without limitation, one or both of the following:
 - (A) Taking recovery action in accordance with recovery procedures, including civil litigation, available in the relevant country; and/or
 - (B) Referring the matter to the relevant police or other authorities responsible for prosecution of fraudulent activity.
- (ii) If the Organisation considers that after all reasonable action has been taken to recover the funds or funded property and full recovery has not been achieved or recovery has only been achieved in part, the Organisation may seek approval from AusAID that no further recovery action be taken. The Organisation must provide to AusAID all information, records and documents required by AusAID to enable the AusAID delegate to make a decision on whether to approve non-recovery of funds or funded property.

- 3.28 The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and use their best endeavours to ensure that all sub-contractors comply with this provision. Any such practice shall be grounds for immediate termination of this Agreement by notice from AusAID.
- 3.29 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.
- 3.30 Variations of this Agreement shall be made in writing and signed by both parties.
- 3.31 The Organisation must when providing any Services and procuring the Supplies have regard to and comply with, relevant and applicable laws, regulations and policies, both in Australia and in the Partner Country
- 3.32 This Agreement is governed by the laws of the Australian Capital Territory, Australia. Australia and the parties submit to the exclusive jurisdiction of the Courts of the Australian Capital Territory and any court hearing appeals from the Courts.
- 3.33 The grant by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further grant.

If you agree to the above conditions please sign and date the copy of this letter enclosed and return it to me as soon as possible.

In the event of your agreement, please immediately advise details of the account into which the funds should be deposited, through completion of the attached Authority for EFT Direct Credit Payment.

Yours sincerely,

s 22(1)(a)(ii)

*Deputy Program Director, Sanap Wantaim
Section 44 Delegate*

Position No. s 22(1)(a)(ii)

Date: 22/5/08

Scarlet Alliance accepts the above conditions of funding and will carry out the Activity in accordance with the Agreement.

s 22(1)(a)(ii)

Signed by
of *Scarlet Alliance*.

... (Name), CHIEF EXECUTIVE OFFICER (Position) for an on behalf

s 22(1)(a) s 22(1)(a)(ii)
(ii)

Signat

Date: . 15.5.08

Witness: s 22(1)(a)(ii)

Name: ...

Signature:

Attachment A: Funding Proposal For The Capacity Development of Friends Frangipani 2008



Australian Government

AusAID



Phone – 02 9326 9455
Fax – 02 9326 9870
Post - P.O.Box 261,
DARLINGHURST NSW 1300
Email - info@scarletalliance.org.au
Web – www.scarletalliance.org.au

SCARLET ALLIANCE

Funding proposal

**FOR THE CAPACITY DEVELOPMENT OF FRIENDS FRANGIPANI
January, 2008**

Background

In 2005, Scarlet Alliance was funded by AusAID as part of the three year AHAPI (Australian HIV/AIDS Partnership Initiative) to, in partnership with Save the Children in PNG (SCiPNG), enhance the development of a community based sex worker network.

The basis of this project has been –

1. Development and facilitation of a sex worker community network.
2. Facilitation of supportive services network.
3. Training.
4. Resource Development.

Our work has been strongly informed by: peer education strategies; Community Development; Harm reduction; Principles of Empowerment and Participation; Sex worker rights and self determination.

Rather than replicate the services of the Poro Sapot Project already provided by SCiPNG, this project has focused on the development of a sustainable sex worker network, including capacity development of members from PNG sex work communities to develop the skills needed to coordinate their response to the HIV/AIDS pandemic in PNG.

The project activities, particularly in the initial stages of the project, included Outreach Volunteer and Area Facilitator staff of SCiPNG enabling a greater access to sex workers by Scarlet Alliance and skills development and sharing between SCiPNG (PSP) and Scarlet Alliance staff.

The three year project is now in its final (third) year and to date has achieved –

- Consultations and peer education with sex workers across seven provinces.
- Hosting the first National Meeting of PNG sex workers, during which eight people were elected to form the Executive Committee of the network.
- Hosting the National Symposium bringing together sex worker delegates, community organisation representatives, NACS legal staff, Provincial AIDS Council staff, SCiPNG staff, sexual health staff and AusAID staff etc.
- Capacity development with the Executive Committee in developing their roles and responsibilities.
- The Executive Committee's development of a constitution and accompanying Mama Lo Bilong Friends Frangipani organisational document.
- The naming and incorporation of the group, Friends Frangipani.
- The opening of Friends Frangipani's first office base in Port Moresby.
- A participatory community based recruitment process for two part time Co-ordinators of the Friends Frangipani Office.
- The employment of two part-time Coordinators (job sharing), to resource the activities of the organisation.
- The development of Friends Frangipani's management model.
- The development of policies and procedures for the governance of the association.
- Preliminary organisation towards facilitation of the second National Meeting of PNG sex workers, and Friends Frangipani's first AGM.
- Training provided to a range of stakeholders in a number of locations (Goroka, Lae, Madang, Port Moresby, Hagen) focusing on the HAMP act, the impact of discriminatory police approaches, stigma and discrimination by service providers, etc.
- Briefings with parliamentarians in relation to model legislation targeting sex workers.
- Seeking further funding to ensure the autonomous development of the group.

The Scarlet Alliance AHAPI grant activities are to be completed in May 2008

RATIONALE

MISSION STATEMENT

(taken from Mama Lo Bilong Friends Frangipani)

Friends Frangipani aims to establish a foundation to stand together for the rights of FSW and MSW, and to act as a guide for new, existing and past FSW and MSM. We will work to reach those who have not yet come out, and will spread throughout the provinces of PNG establishing provincial offices and reaching out to those FSW and MSW who need us most, especially those not yet confident to come out. We will develop strong relationships with sex worker communities and work to ensure that services are friendlier to FSW and MSW. We will use our office as a vehicle to represent FSW and MSW everywhere, to push for the human rights of FSW and MSW to improve quality of and opportunities in life. Our Executive Committee and membership will be made up of MSW and FSW representation from different provinces. We will work to provide a range of peer educational resources specially designed for FSW and MSW, and our activities will be guided by FSW, MSW and the aims and objectives of Friends Frangipani. Our work will be by, with, and for PNG sex workers. In joining hands and working together we will be strengthened.

Why a sex worker network in PNG?

Enhancing the community's capacity to mobilise a response to HIV/AIDS and human rights abuses is underlined by key principles inherent in Community Development Strategies, including empowerment and self-determination. Key to redressing issues of safety, health, participation, inclusion, and representation is the meaningful involvement of sex workers at all levels, from grassroots community engagement, to participation and influence in relation to policy and legislation that impacts on the lives of sex workers.

The capacity development of communities to enable their mobilisation of their own responses to HIV/AIDS and human rights promotion is paramount to an effective response to HIV and violence against sex workers. The principles of meaningful community participation modelled by the GIPA Principles outline the need for the centrality of affected communities.

A review of the GIPA strategy by Leach, Gooley & Elarripe (Oxfam 2006) identified that increasing vocality is central to increasing meaningful involvement. Friends Frangipani is an association that is driven by and for the sex work communities in PNG. It is a nationally unique vehicle for progressing and including the voices of PNG sex workers on a variety of levels. It offers increased opportunity for sex worker representation, and greater involvement of the sex work community on a range of levels.

The GIPA Principle also recognises that community members bring peer networks and expertise that is irreplaceable by other efforts – that of the lived experience, not only of being affected by the HIV/AIDS pandemic, but in the daily navigation of stigma, discrimination, and violence. The expertise and informal peer networks that are strong within sex worker communities worldwide are of central importance in an effective response to HIV and violence against sex workers. The effects of stigma, discrimination, and violence effectively drives communities underground, elevating the importance of peer networks. Furthermore, the contextualising of HIV responses needs to take into account the cultural norms, values, beliefs, and practices of the targeted community, to ensure relevance of strategies. Often the cultural norms, values, beliefs and practices within marginalised communities are somewhat hidden to outsiders from the community. Peer education and community development harnesses the norms and practices of a community to support HIV prevention efforts.

International best practice recognises that peer and community involvement on all levels of service design and delivery contributes to the effectiveness of HIV prevention strategies. Friends Frangipani is increasingly participating in a range of arena's to influence policy and services that impact on sex workers. These include:

- Peer Education and Community Development activities throughout the year that directly involve the participation and involvement of sex workers, culminating in a National Meeting of PNG sex workers.
- Sensitisation training and education of police and clinical services in collaboration with our partner organisation SCiPNG, and their PSP (Poro Support Project) staff.
- Participation in Tingim Laip.
- Taskforce housed by the Department of Community Development to address issues surrounding sexuality.
- NACS Research Agenda Workshop – setting strategic directions for the next five years. Oct 2007.
- UNIFEM funded Violence Against Women Taskforce through Department of Community Development.
- Seeking peer representation on the NACS Research Advisory Committee.

Through harnessing the peer networks and community networks embedded amongst PNG sex workers, Friends Frangipani is well positioned to inform HIV education and prevention efforts, and to disseminate information and education to sex work communities in line with the PNG National Strategic Plan¹. Not only would this occur through the informal community networks Friends Frangipani Coordinators and Executive Committee members are a part of, but also through the more formal settings including the National Meeting of PNG sex workers, which would effectively be a decision making forum for members of the association.

An outcome of the capacity development of Friends Frangipani is the ability for the group's Executive Committee, staff and volunteers to more effectively inform and support research that has potential long term positive outcomes for sex workers and the potential to inform program directions. Friends Frangipani and Scarlet Alliance have had initial discussions with Angela Mandie-Filer (PNG Australia HIV & AIDS Program) and Annie McPherson (Igat Hope) to promote a peer community representative on the National Research Advisory Committee.

Friends Frangipani is well placed to offer leadership in relation to issues affecting sex workers. As a unique entity embodying the notion of 'sex workers doing it for ourselves,' it draws on the lived experiences of sex workers to represent, inform, debate, and influence issues affecting sex workers from the bottom up. Friends Frangipani occupies a key central position to reach and disseminate information to sex workers, coordinate sex worker participation and representation on a national level, and to act as a crucial partner for many programs targeting sex workers.

Monitoring and evaluation.

Capacity Development with the Friends Frangipani Executive Committee has included training in participatory evaluation strategies, an approach that complements peer education approaches particularly with communities forced underground. The Executive Committee representatives have already trialled evaluation strategies in their own workshops, and with their communities, for example, in collating research relating to flavoured condoms that have reportedly increased clients willingness to engage in safer sex practices. Even this initial research highlights key issues for HIV prevention strategies. Furthermore, Friends Frangipani have embraced a responsive approach in their collaboration and consultations with sex work communities in creating forums and responses to the emergence of issues at any one time.

The relationship developed between Scarlet Alliance, Friends Frangipani, and PNG sex work communities would continue to play an important role in supporting the growth of and development of Friends Frangipani as an autonomous network for PNG sex workers. This relationship has included:

- 4 trips annually to PNG working intensively with PNG sex workers and the elected Friends Frangipani Executive Committee.

¹ National Strategic Plan on HIV/AIDS 2006-2010

- The employment of Project staff with a strong commitment to and experience in cross-cultural work. Further experience resourcing the project includes experience in sex work organisations, peer education, management, finance, community development, crisis & therapeutic counselling, research and advocacy.
- The inclusion of a delegation of PNG sex workers to Scarlet Alliance's National Forum and AGM (Nov 2006).

As an organisation with extensive experience and recognition both locally and internationally in pursuing best practice initiatives by and for sex workers, Scarlet Alliance has a range of expertise to share in the further development of PNG's unique sex work network, Friends Frangipani. As the association grows so does their hopes and dreams to improve the lives, representation, inclusion, and participation of PNG sex workers in all efforts to respond to HIV/AIDS, and human rights abuses.

PROPOSAL OUTLINE/OVERVIEW

This proposal focuses primarily on the next twelve months with Scarlet Alliance undertaking further capacity development work aimed at consolidating the processes, governance, management and infrastructure, of the community based sex worker organisation Friends Frangipani.

The aim of the project is to ensure that Friends Frangipani has the support necessary to take up its role in effectively managing and implementing HIV/AIDS prevention activities and undertaking representation and advocacy roles, contributing to PNG's National Strategic Plan 2006-2010, in the near future. The benefit to the Papua New Guinea community generally of this strengthening of capacity is the resulting well documented and sustained impact on HIV/AIDS prevention when affected communities are effectively engaged and central to the development of their own response to the HIV/AIDS pandemic.

The Executive Committee of Friends Frangipani has identified very clear future directions to build toward a sustainable, strong national network. While this proposal details support needed for a twelve-month period, the proposal also includes a vision for the future directions of Friends Frangipani over a three-year period.

1 July 2008 – 30 June 2009

As detailed below the first twelve months project activities will focus on the capacity development of Friends Frangipani's executive committee and staff to effectively manage and operate it's organisation as well as supporting Friends Frangipani in increasing it's capacity to act as a representative entity on PNG sex work issues.

The organisation will be assisted to develop strong communication, staff management, financial management, planning and evaluation processes. As for any organisation at this stage the systems for the financial management of the organisation including recording, tracking and reporting on the organisations financial expenditure will be a key focus.

Scarlet Alliance participatory processes will ensure Friends Frangipani will be supported where possible to 'learn by doing' developing skills and experience. Scarlet Alliance project staff will provide mentoring, training and skills sharing with the Friends Frangipani executive and staff.

Continued capacity development with Friends Frangipani's Executive Committee	Executive Committee structures and decision making process	3 face to face Executive committee meetings per year including reports by the Management sub-committee (facilitated by Scarlet Alliance) Assistance to continue transparent and ethical decision making and communications process Reading and understanding financial reports
	Management - Delegation of authority, supervision and management of staff	6 face to face meetings between staff and Management sub-committee Training & capacity development on management and supervision of staff Leadership on delegation of authority and shared decision making processes
	Representation role	Support to effectively utilise information from local sex workers/membership Organisation policy development – informed by sex worker input Attendance and reporting back from meetings,

		networks & conferences
	National Meeting & AGM	Decision making in relation to identity and representation by province representatives Engagement of diversity of sex workers Sex worker community engagement and consultation on key sex work issues Conducting an Annual General Meeting
Friends Frangipani staff	Communications/Relations with Executive	Processes for effective phone, email & postal communications Coordination of Executive Committee intra-communications Weekly phone consultations with FF Management 6 face to face meetings per annum with FF Management Reporting to the Executive Committee
	Staff activities & capacity development	Training Office Management Meetings, Representation and Networking Facilitating Executive Committee activities
	Community consultation & participation	Coordination of FF volunteer activities Coordination of community events & participation. Consultation with sex workers and documentation of outcomes Development of ethical involvement of sex workers Confidential Membership Registrar
	National Meeting & AGM	Promotion & Coordination of National Meeting Coordination of delegation of members Organisation of Transport, accommodation, venue, per diems, etc Preparation of Conference kit and resources.
Consolidation of Friends Frangipani Office base	Infrastructure of Office	Development of relationships with professional organisational service providers (IT, Finance, HR) Office Equipment Maintenance and care of office and equipment. Filing and record keeping systems.
	Facilitate the development of Internal structures, policies & procedures	Development, implementation, and evaluation of organisational policies & procedures. Facilitation of in-country mentoring relationship. Exec Committee infrastructure.
	Participation & Representation of Friends Frangipani	Policy on representation Communication agreement between staff and committee Participation and reporting back on meetings, forums, etc Lobbying to gain representation on relevant committees. Eg. Research Advisory Committee.

	Central communications and resource point	Coordination and evaluation of communications processes
National Meeting & AGM	Executive roles & responsibilities	Hosting and Facilitation Compilation of Annual General Meeting minutes Preparation for Elections
	Staff coordination	Communication with Executive Committee Co-ordination of preparations and arrangements Secretariat role
	Community Participation	Workshops & Performances Membership participation.

Three year vision - 1 July 2008 – 30 June 2011

In order to sustain a national network for PNG sex workers, Friends Frangipani has identified the need for provincial representation to be resourced. For elected representatives of Friends Frangipani's Executive Committee to engage in and fulfil their roles, they need a confidential office base in which to resource and progress the activities of the association in local provinces as well as nationally. This would enable on the ground grassroots participation and involvement of sex workers locally, supporting on the ground responses to HIV/AIDS, and human rights abuses, and also bringing meaning to the more formal settings of community participation during the National Meeting of PNG sex workers.

Executive Committee members of Friends Frangipani, and reports from sex work communities continue to highlight and express concerns about the pressing day to day needs of sex workers, which repeatedly relate to homelessness, ultimately rendering sex workers vulnerable targets of violent crimes, including sexual violence, and homicide. Sex workers are commonly ostracised and isolated from community supports, including their wontok systems. The immediate need for shelter to reduce the vulnerability of sex workers to violence, in collaboration with Friends Frangipani's objectives to challenge the underlying causes of violence towards sex workers, namely stigma, criminalisation, and discrimination, is a key feature in providing both short and long term solutions to the links between violence and HIV.

Embedding Friends Frangipani as a community organisation with a tangible presence is crucial to scaffolding grassroots participation to broader representation in enacting GIPA principles with the sex work communities across PNG. The meaningful involvement of sex workers throughout Scarlet Alliance's work in PNG has been a strong theme identified as critical by sex workers. Friends Frangipani can be a vehicle to enact just that, enhancing the capacity of, access to, and engagement of sex work communities within PNG in designing and delivering effective HIV/AIDS prevention strategies and promotion of human rights.

Over the next three years, Friends Frangipani aims to establish a representative presence locally and nationally, through the resourcing of representative's locally as well as nationally. The provision of provincial offices would enable Friends Frangipani to enact the visions of sex worker community participation, meaningful involvement, and representation. The Executive Committee, in consultation with communities have identified key areas of priority for their communities, including the provision of:

- Sex worker safe space (not housed within a non sex work context) where "we can be ourselves".
- Housing, shelter and accommodation services to decrease the risk of violence facing many sex workers in PNG.
- Office to resource Friends Frangipani Executive Committee's activities, including community development activities, and Executive Committee communications.
- Representation of Friends Frangipani at local and national levels as a key activity in voicing the concerns raised by PNG sex workers.
- Provision of training and consultation to redress issues of violence, stigma, and discrimination that underlies much of the violence perpetrated against sex workers, which facilitates vulnerability to HIV.
- Sharing of peer education in a sex worker context that acknowledges the variety of skills, knowledge, and experience that sex workers draw upon in 'going about our business.'
- Facilitation of the National Meeting of PNG sex workers and Friends Frangipani's AGM.
- Needs analysis of executive committee, communication and resource requirements.

Funding this project would build on -

The only autonomous network of sex workers in Papua New Guinea.

- Governed by a strong eight member Executive Committee that has provided leadership and demonstrated commitment to the growth and development of the organisation as well as the involvement and representation of the diversity of Papua New Guinea sex workers.
- Supported by a group developed Constitution and 'Mama Lo Bilong Friends Frangipani' outlining the objectives, mission statement and principles of the organisation.

An office in Port Moresby.

- The basis of a functioning office space.
- Initial bank account and financial management processes.
- Agreed membership approval and documentation processes.
- The initial development of policies and procedures for Friends Frangipani office.

Employment of Staff

- to coordinate the organisation's communication and representation activities.
- who have assisted in the development of the organisations infrastructure and policies and procedures.
- who participate in representation on behalf of Friends Frangipani.
- who will manage future direct HIV prevention project activities.

Profile

- Friends Frangipani is an organisation whose profile is embedded within community, and is increasingly gaining recognition by health and service provider sectors of the Papua New Guinea community.
- Friends Frangipani builds on the peer and community networks that exist between sex workers as a community development strategy that enhances community involvement and participation to support HIV prevention efforts, and the promotion of human rights.

Participation in Tingim Laip activities, World AIDS day, and other community days relevant to sex workers such as International Day against Violence Against Sex Workers.

Links with local organisations and Government Departments-

- SCiPNG, Poro Sapot Project.
- NACS, PACS, DACs,
- Department of Health
- Department of Community Development
- Research (IMR, research consultants).
- Women's organisations
- Other related NGO's such as Igat Hope

Links with other sex worker organisations:

1. Friends Frangipani has sent representatives to Australia to visit Australian sex worker, community based organisations and the Scarlet Alliance annual National Forum & AGM of sex workers in November 2006. The delegates presented at the AGM and during the public National Symposium at Parliament House.
2. Representatives attended the Asia Pacific Network of Sex Workers (APNSW) meeting in Cambodia 2007, building links with sex worker organisations in the region.

Friends Frangipani will be an organisation capable of attracting a range of funding sources. To date Friends Frangipani have developed initial links with UNAIDS, Global Fund, and UNIFEM, and if successful in this application to continue the organisation's capacity development, Friends Frangipani will be highly likely to draw other project funding in the future.

FUNDING AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

SCARLET ALLIANCE- AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATED

ABN 86 612 112 065

FOR

2009 HIV AND AIDS IMPLEMENTATION PLAN - FRIENDS FRANGIPANI

AUSAID AGREEMENT 48559

DEED made this 18th day of December 2008

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development (“AusAID”) of the Department of Foreign Affairs and Trade, ABN 62 921 558 838.

AND

SCARLET ALLIANCE- AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATED of PO Box 261, DARLINGHURST, NSW, 1300 , ABN 86 612 112 065 (the “Organisation”).

RECITALS:

- A. AusAID wishes to provide the Organisation with Funds to undertake an Activity.
- B. The Organisation wishes to accept the Funds subject to the terms and conditions in this Deed.

OPERATIVE:

AusAID and the Organisation promise to carry out and complete their respective obligations in accordance with this Deed including the Deed Conditions, schedules and any annexes contained herein.

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

SIGNED

for and on behalf of the

COMMONWEALTH OF AUSTRALIA

res 22(1)(a)(ii) Australian Agency for International Development (AusAID) by s 22(1)(a)(ii)

*James J. McCallister
AusAID Port Moresby*

Name and Designation
FMA Act s.44 Delegate

Signature

in the presence of -

s 22(1)(a)(ii)

Name of witness

Signature of witness

SIGNED

for and on behalf of

Scarlet Alliance by

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Chief Executive Officer

Name and Designation

By executing this Deed the signatory warrant
behalf of the Organisation.

is duly authorised to execute this Deed on

in the presence of -

s 22(1)(a)(ii)

s 22(1)(a)(ii)

President

Name of Witness

Signature

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“**Activity**” means the 2009 Annual Implementation Plan and Budget for the Implementation of the National Strategic Plan on HIV/AIDS described in the Activity Proposal for which the Funds are provided.

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

“**Agreement**” means this Deed including all Parts and any Schedules and Annexes.

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

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

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

“**Deed**” means this Agreement comprising these Deed Conditions, Schedules and any Annexes.

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

“**Funds**” or “**Funding**” means the amount of money as specified in clause titled Funding and Payment of this Agreement that has been approved as a commitment by AusAID subject to the conditions outlined in this Agreement for the Activity.

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

“**Partner Government**” means the Government of the Partner Country.

“**Partner Country**” means the country or countries in which the Activity is to be undertaken in whole or in part.

“**Party**” means AusAID or the Organisation.

“**Prior Material**” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

“**Relevant List**” means the lists of terrorist organisations 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 of organisations 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 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes, the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the inconsistency.

2. TERM OF THE AGREEMENT

- 2.1 The Organisation must commence the Activity on **1st January 2009** (“Activity Start Date”) and conclude the Activity by **31 December 2009**.
- 2.2 The term of the Agreement concludes when all obligations under it have been satisfied.

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:
- when delivered (if left at that Party’s address);
 - on the third Business Day after posting (if sent by pre-paid mail); or
 - 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:

AusAID

To: **s 22(1)(a)(ii)** Director PNG –Australia HIV and AIDS Program

Postal Address: Australian Agency for International Development
4th Floor Deloitte Tower
Locked Bag 129

Street Address: Waigani, NCD, PNG

Facsimile: (675) 3216445

Organisation:

To: **s 22(1)(a)(ii)** Chief Executive Officer
Scarlet Alliance- Australian Sex workers Association Incorporated,

Postal Address: Po Box 261, DARLINGHURST NSW, 1300

Street Address: Level 3, 154 Albion Street, Darlinghurst 2010

Facsimile:

4. GENERAL CONDITIONS

- 4.1 The Organisation must carry out the Activity in accordance with the Activity Proposal and the terms and conditions of this Deed.
- 4.2 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 4.3 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 4.4 The Funds and any interest earned or exchange rates gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.
- 4.5 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 4.6 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 4.7 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 4.8 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 4.9 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.
- 4.10 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. ACTIVITY SPECIFIC CONDITIONS

- 5.1 The Organisation will register any planned HIV and AIDS training on the National HIV and AIDS Training Unit (NHATU) data base, and utilise trainers accredited with NHATU, as NHATU has the national mandate to coordinate and ensure quality assurance of HIV and AIDS training in Papua New Guinea.
- 5.2 The Organisation will participate in the GoPNG Annual National Strategic Plan planning cycle which is the primary coordinating mechanism for HIV and AIDS activities seeking to support implementation of the PNG National Strategic Plan on HIV and AIDS. This process will be used to confirm GoPNG support for Annual Activity Plans and resource commitments proposed by the Organisation.

6. DEED AMENDMENTS

- 6.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 6.2 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 a Deed of Amendment.

7. PROCUREMENT OF GOODS

- 7.1 The Organisation must not use Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this Clause, the Organisation shall own the assets acquired by the Funding unless specified otherwise in the Activity Proposal.
- 7.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:
- (a) the goods to be procured are of a satisfactory quality;
 - (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
 - (c) the price paid for goods procured represents value for money;
 - (d) there is open and effective competition in the purchasing process to the extent practicable; and
 - (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.
- 7.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or

equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled Reports in this agreement.

8. MONITORING AND EVALUATION

- 8.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

9. INDEMNITY

- 9.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's personnel in connection with this Agreement.
- 9.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 8.1** above for the benefit of each of such persons in the name of AusAID or of such persons.
- 9.3 The indemnity in this **Clause 8** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.
- 9.4 This indemnity shall survive termination or expiration of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation a world-wide, revocable, royalty-free licence to use the material.
- 10.2 **Clause 9.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 9.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

11. COMPLIANCE WITH LAWS AND POLICIES

- 11.1 The Organisation must have regard to and comply with, relevant and applicable laws, regulations and policies, including those in Australia and in the Partner Country.
- 11.2 The Organisation must use its best endeavours to ensure:
- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and 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 organisations and individuals associated with terrorism.
- 11.3 If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed in a Relevant List it must inform AusAID immediately.
- 11.4 The Organisation agrees that:
- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
 - (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
 - (c) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Fund amounts misappropriated by the Organisation, its agents, representatives or subcontractors.
 - (d) The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and shall ensure that its delivery organisations comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

12. TERMINATION

12.1 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List or Similar List; or
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

12.2 In addition, either Party may terminate this Agreement by giving to the other a Notice to Terminate in writing stating the reasons for termination.

12.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 10**.

12.4 In the event of any termination, the Organisation 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 Organisation, and return any uncommitted unspent Funds to AusAID.

12.5 In the event that a notice to terminate is given by either Party the Organisation must:

- (a) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
- (b) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the Notice to Terminate.

12.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the Funds.

13. ACCOUNTS AND RECORDS

- 13.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 13.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Activity 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 AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.
 - (d) if requested by AusAID, provide an acquittal, certified by the senior financial officer in the Organisation, of funds spent to date against the budget in the Activity Proposal and;
 - (e) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

14. REPORTS

- 14.1 Reporting must be provided against the work plan and budget for the activity and is based on a calendar year cycle in accordance with the PNG Australia HIV/AIDS Program and its alignment with the PNG National Strategic Plan implementation process.
- 14.2 Reporting will be provided to both Aus AID and the National AIDS Council which is the mandated PNG national coordinating authority for the PNG national HIV and AIDS response.
- 14.3 The Organisation must provide a progress report every three months based on the reporting template provided by the AusAID HIV and AIDS program and include:
- (a) an overview and summary; and
 - (b) a brief description and status of activities against each output; and
 - (c) include key emerging issues and risks,
 - (d) a summary of expenditure and resource usage.
- 14.4 The Organisation must submit an end of year report each January which includes a consolidated status report for the previous year up to and including December, or part thereof, together with an updated activity plan for the subsequent year where further funding has been agreed.

- 14.5 An annual audited financial statement will be provided by the organisation in line with the organisation's financial reporting cycle or at an annual point as agreed with AusAID.
- 14.6 At the completion of the activity, and if the organisation does not seek extended funding from the National Strategic Plan planning and budget process, a Final Activity Report will be provided and will inform AusAID of the outcome of the Activity against the Activity's objectives, development impact, sustainability and lessons learned and will be provided within one month of the completion date for the activity. The Final Activity Report will seek AusAID agreement for management and disposal of assets funded by AusAID.
- 14.7 Attached to the Final Activity Report will be a statement acquitting all Funds. The statement must acquit the Funds against the budget referred to in the Activity Proposal. Any unspent Funds, GST reimbursements, interest earned or exchange rate gains must be repaid to AusAID with the Final Activity Report and final Funds acquittal. The final Funds acquittal must include details of any interest earned or exchange rate gains on the Funds. The final statement acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be certified by an independent external auditor. The cost of an independent external audit required through this clause may be payable from the Funds.
- 14.8 The Final Activity Report and attached statement acquitting all Funds should be sent to the Program Director, PNG-Australia HIV and AIDS Program in the following format:
- (a) one bound hard copy; and
 - (b) one electronic version in Microsoft Word.

15. FUNDING AND PAYMENT

- 15.1 Funding up to a maximum of **AUS \$ 300,000.00** hereafter referred to as the Funds, shall be payable as an acquittable grant by AusAID in tranches divided as follows:

Date	Tranche Number	Amount of Funds
January 2009	1	150,000.00
July 2009	2	150,000.00
Total		300,000.00

- 15.2 Tranche 1 shall be payable by AusAID within thirty (30) days of the date of this Agreement
- 15.3 Subsequent tranches will be payable subject to the satisfactory progress of the activity plan, including agreed reporting, and satisfactory organisation management performance.
- 15.4 Calendar year tranche arrangements will be subject to satisfactory expenditure, annual audited financial statements, and subject to the organisation's updated Annual Activity Plan

and budget submitted in line with the annual GoPNG National Strategic Planning (NSP) process.

- 15.5 Where funds remain unspent from a previous calendar year Annual Activity Plan, in agreement with AusAID, these funds can be incorporated into the updated Annual Activity Plan for a subsequent calendar year.
- 15.6 The statement must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.

**SCHEDULE 1 – ACTIVITY PROPOSAL
TO FUNDING AGREEMENT DEED NUMBER 48559**

*2009 ANNUAL IMPLEMENTATION PLAN AND BUDGET
For the Implementation of the National Strategic Plan on HIV/AIDS
(as attached)*

FUNDING AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

**SCARLETT ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION
INCORPORATION**

ABN 86 612 112 065

FOR

**2010 Annual Activity Plan and budget for the Implementation of the National HIV and AIDS
Strategic Plan**

AUSAID AGREEMENT 53162

DEED made 01st day of January [2010]

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development (“AusAID”) ABN 62 921 558 838 of the Department of Foreign Affairs and Trade

AND

Scarlett Alliance – Australian Sex Workers Association Incorporation ABN 86 612 112 065 of Level 3, 154, Albion Street, Darlinghurst 2010, P O Box 261, Darlinghurst, NSW, 2600 (the “Organisation”).

RECITALS:

- A. AusAID wishes to provide the Organisation with Funds to undertake an Activity.
- B. The Organisation wishes to accept the Funds subject to the terms and conditions in this Deed.

OPERATIVE:

AusAID and the Organisation promise to carry out and complete their respective obligations in accordance with this Deed including the Deed Conditions, schedules and any annexes contained herein.

Agreement 53162

IN WITNESS whereof this Deed has been executed by the Commonwealth, by an authorised officer, and has been executed by the Organisation 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:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Sign _____ egate

Si.....ss

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name

Na.....

(Print)

AL Program Director

Position, Section

SIGNED for and on behalf of Scarlett Alliance - Australian Sex Workers Association I

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name and Position *CHIEF EXECUTIVE OFFICER*
(Print)

By executing this Deed the signatory warrants that h _____ duly authorised to execute this Funding Agreement Deed on behalf of the Organisation.

in the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of witness
(Print)

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“**Activity**” means the activity **2010 Annual Activity Plan and budget for the Implementation of the National HIV and AIDS Strategic Plan** described in the Activity Proposal for which the Funds are provided.

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

“**Agreement**” means this Deed including all Parts and any schedules and annexes.

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

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

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

“**Deed**” means this Agreement comprising these Deed Conditions, schedules and any annexes.

“**Fraudulent Activity**”, “**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 AusAID and paid to the Organisation subject to the conditions outlined in this Agreement for the Activity.

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

“**Partner Government**” means the Government of the Partner Country.

“**Partner Country**” means the country or countries in which the Activity is to be undertaken in whole or in part.

“**Party**” means AusAID or the Organisation.

“**Personnel**” means including Personnel, whether employed by the Organisation or engaged by the Organisation on a sub-contract basis or agents or volunteers of the Organisation, engaged in the provision of the Activity.

“Prior Material” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

“Relevant List” means the lists of terrorist organisations 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 of organisations 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 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes, the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the 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 Organisation must commence the Activity on 01 January 2010 and must complete the Activity by December 31 2010.

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:

AusAID:

To: **s 22(1)(a)(ii)**
 Program Director, PNG-Australia HIV and AIDS Program

Postal Address: Australian Agency for International Development
 Australian High Commission
 Locked Bag 129, Waigani

Street Address: 2 Floor, Muruk Haus
 Waigani, NCD

Facsimile: 675 – 323 4763

Organisation:

To: **s 22(1)(a)(ii)** Chief Executive Officer

Postal Address: P O Box 261, DARLINGHURST, NSW, 2600

Street Address: Level 3, 154, Albion Street, Darlinghurst 2010

Facsimile: ...

4. GENERAL CONDITIONS

- I. The Organisation must carry out the Activity in accordance with the Activity Proposal and the terms and conditions of this Deed.
- 4.1 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 4.2 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 4.3 The Funds and any interest earned or exchange rate gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.
- 4.4 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 4.5 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.

- 4.6 The Organisation must not represent itself and must ensure that its Personnel participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 4.7 The Organisation will use its best endeavours to ensure that in its performance of the Activity all Personnel and their dependents, while in the recipient country, respect the laws and regulations in force in the recipient country.
- 4.8 The Organisation is responsible for the security of all of its Personnel and for taking-out and maintaining all appropriate insurances.
- 4.9 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 4.10 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.
- 4.11 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. ACTIVITY SPECIFIC CONDITIONS

- 5.1 The Organisation will register any planned HIV and AIDS training on the National HIV and AIDS Training Unit (NHATU) database, and utilise trainers accredited with NHATU, as NHATU has the national mandate to coordinate and ensure quality assurance of HIV and AIDS training in Papua New Guinea.
- 5.2 The Organisation will participate in the GoPNG Annual NSP planning cycle which is the primary coordinating mechanism for HIV and AIDS activities seeking to support implementation of the PNG National Strategic Plan on HIV and AIDS. This process will be used to confirm GoPNG support for Annual Activity Plans and resource commitments proposed by the Organisation.

6. DEED AMENDMENTS

- 6.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 6.2 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 a Deed of Amendment.

7. PROCUREMENT OF GOODS

- 7.1 The Organisation must not use the Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this clause, the Organisation shall own the assets acquired with the Funds unless specified otherwise in the Activity Proposal.
- 7.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:

- (a) the goods to be procured are of a satisfactory quality;
- (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
- (c) the price paid for goods procured represents value for money;
- (d) there is open and effective competition in the purchasing process to the extent practicable; and
- (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.

7.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled 'Reports' in this agreement.

8. MONITORING AND EVALUATION

8.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two (2) weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

8.2 The Organisation must develop a Monitoring and Evaluation Framework.

9. INDEMNITY

9.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's Personnel in connection with this Agreement.

9.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 9.1** above for the benefit of each of such persons in the name of AusAID or of such persons.

9.3 The indemnity in this **Clause** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.

9.4 This indemnity shall survive termination or expiration of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation a world-wide, revocable, non-exclusive, royalty-free licence to use the material.

10.2 **Clause 10.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this Clause 10.2 includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

11. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

11.1 The Organisation 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 Partner 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.ausaid.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 Organisation from complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.

11.2 The Organisation must have regard to and comply with the Statement of International Development Practice Principles located at **Schedule 2** to this Agreement.

11.3 The Organisation must comply with:

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

(g) The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014' (<http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID%20Disability%20for%20All.pdf>), and in particular the strategy's six guiding principles.

11.4 The Organisation must use its best endeavours to ensure:

- (h) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism; and
 - (i) that Funds provided under this Agreement are not used in any way to provide direct or indirect support or resources to organisations and individuals associated with terrorism.
- 11.5 The Organisation must have regard to the Australian Government guidance "Safeguarding your organisation against terrorism financing: a guidance for non-profit organisations," available at <http://www.nationalsecurity.gov.au/npo>.
- 11.6 If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed on a Relevant List it must inform AusAID immediately.
- 11.7 If, during the course of this Agreement, the Organisation is listed on a World Bank List or Similar List it must inform AusAID immediately.
- 11.8 The Organisation agrees that:
- (j) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
 - (k) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
 - (l) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall:
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Funds amounts misappropriated by the Organisation, its agents, representatives or subcontractors.
 - (m) The obligations of the Organisation under paragraphs (b) and (c) above shall survive the expiration of this Agreement.
 - (n) The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and shall ensure that its delivery organisations comply

with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

12. TERMINATION

12.1 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List; or
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

12.2 In addition, either Party may terminate this Agreement by giving to the other a notice to terminate in writing stating the reasons for termination.

12.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 11**.

12.4 In the event of any termination, the Organisation 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 Organisation, and return any uncommitted unspent Funds to AusAID.

12.5 In the event that a notice to terminate is given by either Party the Organisation must:

- (o) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
- (p) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.

12.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming

due to the Organisation under this Agreement, together would exceed the amount of the total financial limitation of this Agreement, as specified in clause headed 'Funds and Payment'.

13. ACCOUNTS AND RECORDS

- 13.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 13.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
- (q) keep proper and detailed accounts, records and assets registers along with adequate Activity management records providing clear audit trails in relation to expenditure under this Agreement;
 - (r) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (s) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement;
 - (t) if requested by AusAID, provide an acquittal, certified by the senior financial officer or the head of the Organisation, of Funds spent to date against the budget in the Activity Proposal; and
 - (u) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

14. AusAID USE OF AGREEMENT INFORMATION

- 14.1 AusAID 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, AusAID may publicly report information regarding this Agreement. This clause shall survive termination or expiration of this Agreement

15. REPORTS

- 15.1 Reporting must be provided against the work plan and budget for the activity and is based on a calendar year cycle in accordance with the PNG Australia HIV/AIDS Program and its alignment with the PNG National Strategic Plan implementation process.
- 15.2 Reporting will be provided to both Aus AID and the National AIDS Council which is the mandated PNG national coordinating authority for the PNG national HIV and AIDS response.
- 15.3 The Organisation must provide two progress report a year based on the reporting template provided by the AusAID HIV and AIDS program.

- 15.4 The Organisation must submit an end of year report each January which includes a consolidated status report for the previous year up to and including December, or part thereof, together with an updated activity plan for the subsequent year where further funding has been agreed.
- 15.5 An annual audited financial statement will be provided by the organisation in line with the organisation's financial reporting cycle or at an annual point as agreed with AusAID.
- 15.6 At the completion of the activity, and if the organisation does not seek extended funding from the National Strategic Plan planning and budget process, a Final Activity Report will be provided and will inform AusAID of the outcome of the Activity against the Activity's objectives, development impact, sustainability and lessons learned and will be provided within one month of the completion date for the activity. The Final Activity Report will seek AusAID agreement for management and disposal of assets funded by AusAID.
- 15.7 Within thirty (30) days of completion of the Activity the Organisation shall submit a final report which provides an outline of the completed Activity and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned.
- 15.8 Attached to the final report will be a statement acquitting all of the Funds ('final Funds acquittal'). The statement must acquit the Funds against the budget referred to in the Activity Proposal and must be signed by the senior financial officer or the head of the Organisation, indicating that the Funds have been spent in accordance with the terms of this Agreement. Any unspent Funds, interest earned or exchange rate gains must be repaid to AusAID with the final report and final Funds acquittal. The final Funds acquittal must include details of any interest earned or exchange rate gains on the Funds. The final Funds acquittal acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be Independently Audited and certified. The cost of an independent external audit required by this clause may be payable from the Funds.
- 15.8a GST refunds from GoPNG must be re-funded to the program activities after consultation with AusAID.
- 15.9 The annual report and final report with attached statement acquitting all Funds should be sent to

s 22(1)(a)(ii)

Program Director, PNG-Australia HIV and AIDS Program
Australian Agency for International Development
Locked Bag 129
Waigani
Email: s 22(1)(a)(ii) @ausaid.gov.au

in the following format:

- (v) one bound hard copy; and
- (w) one electronic version in PDF (Portable Document Format).

16. FUNDS AND PAYMENT

16.1 Funds up to a maximum of \$300, 000 shall be payable as an acquittable grant by AusAID in tranches divided as follow;

16.2

Indicative Date	Tranche Number	Amount of Funds
February	1	\$150,000
June/July 2010	2	\$150,000

16.3 Tranche 1 shall be payable by AusAID within thirty (30) days of the date of this Agreement and receipt of a valid invoice. Subsequent tranches shall be payable subject to the provision of a statement of acquittal against the budget in the Activity Proposal, of 75% of the previous tranche, a valid invoice and subject to satisfactory progress as determined by AusAID. The statement of acquittal must be signed by the senior financial officer or the head of the Organisation indicating that the Funds being acquitted have been expended, in accordance with the terms of this Agreement.

16.4 Where funds remain unspent from a previous calendar year Activity Plan, in agreement with AusAID, these funds can be incorporated into an updated Annual Activity Plan for a subsequent calendar year.

17. CLAIMS FOR PAYMENT

17.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and Agreement number **53162**. Invoices must also contain the Payment Event number(s) notified by AusAID.

17.2 All invoices must be **made** to:

Chief Finance Officer
 Australian Agency for International Development
 GPO Box 887
 CANBERRA ACT 2601 AUSTRALIA

17.3 Invoices should be sent to the above address. Alternatively AusAID will accept electronic invoices. These can be sent to **s 22(1)(a)(ii)** @ausaid.gov.au

17.4 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 organisations. 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 – ACTIVITY PROPOSAL
TO FUNDING AGREEMENT DEED NUMBER 53162**

(Scarlett Alliance- Australian Sex Workers Association Incorporation 2010 Proposal)

SCARLET ALLIANCE:
capacity development
with Friends Frangipani

**2010 ANNUAL
IMPLEMENTATION PLAN
AND BUDGET**

**For the Implementation of the National Strategic Plan on
HIV and AIDS**

Contents

Foreword.....	1
Abbreviations.....	2
Executive Summary.....	3
Section 1:Introduction	5
Section 2:Overview of HIV and AIDS Situation	7
Section 3:Review of HIV and AIDS Response	10
Section 4: Review of last year’s performance.....	14
Section 5: Priority Activities	16
Section 6:Summary of Budget	18
Section 7: Implementation arrangements.....	20
Section 8: Monitoring and Evaluation	21
Section 9: Risk Management	22
Section 10: Detailed work plan and budget.....	24
Appendix one -	28

Foreword

This is a brief statement by the head of the organization introducing the plan, its importance, why it has been developed calling upon all stakeholders to rally behind its implementation.

Sex workers are important partners in the reduction of HIV transmission in Papua New Guinea. Friends Frangipani is the only organisation of its kind in PNG, a national organisation representing Papua New Guinea sex workers' interests and rights. Whilst Friends Frangipani is in a development phase, Scarlet Alliance strongly believes that the dedication and commitment of the organisation's Executive Committee, staff, provincial Sub-Committees and membership demonstrates that the organisation, if supported, will grow to become a strong partner in Papua New Guinea's response to HIV and AIDS. The involvement of a strong sex worker community organisation is an imperative in any country's effective response to HIV/AIDS. The centrality of a community affected by HIV/AIDS will bring many long-term sustained outcomes not achieved by other services. Papua New Guinea has the opportunity to support the capacity development of Friends Frangipani, as one of the building blocks in the foundation of a sustained national approach to HIV and AIDS.

This plan will extend the work by Scarlet Alliance for the capacity development of Friends Frangipani, supporting their ongoing growth, ensuring their leadership is strong, skilled and able to engage with the HIV national response in PNG, that their internal structures are robust, and that their staff are equally and appropriately empowered within the PNG HIV sector.

This period (2010) will focus particularly on Friends Frangipani strengthening its capacity and demonstrating its ability to be an independent organisation that ultimately obtains and manages funding directly and goes on to implement the organisation's clear vision for strong sex worker community bases throughout Papua New Guinea as well as taking up its role as a key partner in the country's work to prevent HIV and AIDS and to provide effective testing, treatment, care and support of People Living With HIV/AIDS.

Scarlet Alliance is committed to supporting the continued development of Friends Frangipani through the activities outlined in the proposal and we are dedicated to working towards Friends Frangipani's independence and a time when Scarlet Alliance will play a back seat role that is determined by Friends Frangipani.

s 22(1)(a)(ii)

Janelle Fawkes, Chief Executive Officer, Scarlet Alliance, s 22(1)(a)(ii)

@scarletalliance.org.au

Abbreviations

All abbreviations used in the content of the plan should be listed alphabetically and written in full. When used for the first time in the document, it should be spelt out in full and then abbreviated from thereafter.

APNSW - Asia Pacific Network of Sex Workers

EVAW - Ending Violence Against Women

FF - Friends Frangipani

FSW - Female sex worker

GIPA Principle - Greater Involvement of People Living with HIV

HAMP - HIV/AIDS Management and Prevention Act

MSW - Male sex worker

NAC – National AIDS Council

NACS – National AIDS Council Secretariat

PSP - Poro Sapot Project

RAC - Research Advisory Committee

SA - Scarlet Alliance

SCiPNG - Save The Children in PNG

STI – Sexually Transmissible Infection

Executive Summary

This provides a summary of the plan in not more than two (2) pages covering HIV and AIDS challenges in the area you propose to work, key drivers, gaps in the response and proposed objectives and strategies for implementation. The summary must also include a budget summary that shows what funding is being sought.

This plan will support and progress activities within a number of areas of the National Strategic Plan but specifically Focus Area 2. Rather than replicate the service delivery of the Poro Sapot Project (PSP) already provided by SCiPNG and other NGOs, this project focuses on strengthening the capacity of Friends Frangipani, as a unique, completely community owned and driven, expanding sex worker network. By enhancing and strengthening the growth of Friends Frangipani this plan meets a gap in current NSP activities and will value-add to Papua New Guineas coordinated response to HIV and AIDS.

- 1) HIV and AIDS Challenges for the target group in Papua New Guinea:
 - An HIV epidemic often referred to as an accelerating generalized epidemic
 - Discrimination against sex workers and other affected communities
 - Lack of access to services
 - A national response that is in need of input by affected communities, including sex workers,
 - Violence perpetrated against the affected communities, including sex workers, creating vulnerabilities
- 2) Key Drivers of the epidemic:
 - Heterosexual transmission and to a lesser degree men who have sex with men (which includes male sex workers)
- 3) Gaps in the Response:
 - Civil society infrastructure to support a community led response
 - Greater Involvement of People Living With HIV and AIDS (GIPA) including sex workers
 - Sustainable ongoing support for affected communities' organisations
 - Sex workers' voices recognised in policy and at a national level
 - Sex worker representation on decision-making committees and boards relating to HIV and AIDS
- 4) Proposed Objectives of the Project:
 - To strengthen the capacity of Friends Frangipani, representing the interests and rights of Papua New Guinea sex workers,
 - To improve the capacity of the Friends Frangipani Executive to effectively govern the organisation,
 - To enhance community participation, consultation and networks through the consolidation of provincial sub-committee groups.
- 5) Proposed Goals of the Project:
 - To strengthen the capacity of Friends Frangipani; to grow to support Papua New Guinea sex workers in mobilising community based responses to HIV, minimising transmission; to build strength to advocate on behalf of sex workers, informing policy, prevention and education program development, implementation and evaluation; to develop into a strong partner, implementing effective peer education and prevention programs with sex workers throughout Papua New Guinea.
- 6) Strategies for Implementation of the Project:
 - Training and capacity development with Friends Frangipani Executive Committee and staff
 - Development and consolidation of Friends Frangipani organisational capacity and governance

- Mentoring Friends Frangipani to effectively consult with and engage PNG sex workers, particularly through the coordination and development of Friends Frangipani provincial Sub-Committees.
- Support Friends Frangipani's involvement (as Scarlet Alliance's partner) in the NSP development process
- To effectively evaluate and monitor project activities

BUDGET SUMMARY

Total Budget 2010 – AU\$300,000

Section 1: Introduction

In this section, provide a brief write up of your strategy for dealing with the HIV and AIDS challenges in your proposed area of focus, including the purpose of this plan, why and how (process) it was developed.

HIV and AIDS challenges specific to this area of work in Papua New Guinea include: an accelerating generalised HIV epidemic, systemic discrimination against sex workers and other affected communities, lack of access to services, few resources, a lack of affected communities involvement in the national response, and violence perpetrated against the affected communities, creating vulnerabilities.

The key strategy within this project for addressing these HIV and AIDS challenges is to strengthen the capacity of Friends Frangipani, the Papua New Guinea sex worker organisation, to be a strong, independent organisation that: effectively involves sex workers; facilitates the meaningful involvement of sex workers in the PNG National Response to HIV and AIDS; represents sex workers ensuring the needs of sex workers are understood in relation to research, service provision, program development, and strategic approaches; leads sex worker advocacy against discrimination, violence and other human rights abuses against sex workers; is an active partner in Papua New Guinea's response to HIV and AIDS working alongside and value-adding to the work of other partners.

This plan builds on the extensive work of Scarlet Alliance and Friends Frangipani between May 2005 and June 2009.

In 2005, Scarlet Alliance was funded by AusAID as part of the three year AHAPI (Australian HIV/AIDS Partnership Initiative) in partnership with Save the Children in PNG (SCiPNG), to facilitate the development of a community based sex worker network in order to mobilise a community based response to HIV/AIDS and human rights violations of sex workers in PNG.

This project included extensive project activities (outlined in detail in Section 4) and two national meetings of Papua New Guinea sex workers, the incorporation of Friends Frangipani, and the opening of an office based in Port Moresby, employment of two staff to coordinate the activities of Friends Frangipani's Executive Committee, and the development of the organisation's constitution and guiding documents.

The project was strongly informed by best practice HIV/AIDS strategies that are highlighted within the Scarlet Alliance strategic plan: Peer Education strategies; Community Development; Harm reduction; Principles of Empowerment and Participation; Sex worker rights and self determination as key components in an appropriate and effective response to HIV/AIDS with affected communities.

Further interim funding by AusAID supported the continuation of the capacity development of Friends Frangipani between May and December 2008, with a focus on the initial recruitment and employment of management and finance officer staff and the initial implementation of organisational management and financial systems within the organisation.

Scarlet Alliance continued capacity development work with Friends Frangipani during 2008-2009 with further funding from PNG's Australia HIV/AIDS Program (AusAID). This period saw the growth of the organisation to incorporate stronger management and financial governance and infrastructure, while expanding

the capacity of the Executive, staff and membership to undertake Community Development activities (through the introduction of provincial Sub-Committees). During this period, Friends Frangipani also gained invaluable experience in Project Management, with two small scale projects funded by Tingim Yut Kompetisen: World Bank. Both of these projects involved the provision of unique empowerment based peer education training designed by sex workers for sex workers.

The purpose of this plan is to support and resource the sex worker organisation, Friends Frangipani, to lead a community based sex worker response to HIV in Papua New Guinea. This includes capacity development to ensure that this community is able to engage, participate in and benefit from the HIV national response in Papua New Guinea.

This project plan is informed by the in-depth ongoing work of sex worker communities and leaders in Papua New Guinea, endorsement of their work by the 'Supportive Services Network' of related services and policy makers, and the projected opportunities that a functioning infrastructure will grant this community. The evaluation work by Jenny Gamble for Scarlet Alliance recommended ongoing infrastructure support would be needed by Friends Frangipani. Most importantly, the sex worker community represented by the Friends Frangipani Executive Committee has expressed their desire for this project to receive further funding support from AusAID.

The evaluation of the Scarlet Alliance Papua New Guinea project 2005 – 2008, and needs expressed by Friends Frangipani at Friends Frangipani's first AGM and the second National Meeting of Papua New Guinea sex workers, and the past years outcomes have informed the particular activities. Ongoing participatory evaluation strategies throughout the duration of Scarlet Alliance project activities with Friends Frangipani source the input of members, staff and Executive Committee alike in the continued pursuit of Friends Frangipani directions and growth. The timelines are informed by the ongoing work of Scarlet Alliance with Friends Frangipani in Papua New Guinea.

Section 2: Overview of HIV and AIDS Situation

In this section provide a brief update on the levels and trends of HIV and AIDS situation in the area (province/region) you are addressing; who is most affected, areas most affected and any special features of the epidemic. Also provide a description of the main modes of transmission and key driving factors

PNG has an escalating epidemic and the country rates as the 4th highest prevalence of HIV in Asia Pacific and the highest HIV prevalence of all Pacific Island nations (WHO, 1999)¹ NACs and the Ministry of Health reported in the 2007 Estimation Report that at the end of December 2006, a cumulative total of 18,484 people have been diagnosed with HIV infection; with transmission being across all provinces. Whilst mode of transmission was not captured in the majority of surveillance data captured, it is generally understood that heterosexual transmission is most common with homosexual and perinatal transmission being the next highest transmission modes. Rates of STIs are also high in PNG (WHO, 1999)².

PNG sex workers experience discrimination in accessing HIV and sexual health services, which compounds their situation, and impacts on their ability to reduce the risk of transmission. 'Access to condoms and objection from partners' are identified as barriers to condom use (NACS, 2007). Although there are clear indications that PNG sex workers have increased the implementation of condom use into sex work interactions in settings where services are available, consistency of condom use remains an issue. Rates of HIV and STIs still remain high amongst sex workers.

The many issues that impact on HIV positive people in Papua New Guinea are also experienced by sex workers living with HIV or AIDS and in many cases there are greater barriers to accessing HIV treatment and care, leaving HIV positive sex workers exposed to other infections, and exposed to greater risk of violence.

Sex workers in Papua New Guinea remain the targets of significant rates of violence stemming from the stigma and discrimination surrounding sex work, HIV/AIDS and communities perceived to be at high risk. Gender targeted violence has been noted to contribute to an increasing 'feminisation' of HIV/AIDS in PNG.³

The NAC's 2007 estimation report states –

It was found that most female sex workers [in PNG] had primary school education or less, or no schooling at all, and were responsible for financially supporting large numbers of relatives and children. Two-thirds of sex workers had been married; most sex workers who were married became separated or divorced, and started selling sex after their marriage ended between the ages of seventeen and twenty. The majority of women interviewed reported being victims of sexual and physical violence over the past year, and that they had experienced stigma and discrimination (NAC's, 2007).⁴

Particular attention is given to stigma and discrimination in Australia's Strategy as follows⁵:

¹ *Status and Trends of STI, HIV and AIDS at the end of the Millennium. Western Pacific Region. Geneva. WHO 1999.*

² *Ibid, WHO 1999.*

³ *Country Progress Report, PNG NACS & Partners, UNGASS 2008 (http://data.unaids.org/pub/Report/2008/papua_new_guinea_2008_country_progress_report_en.pdf)*

⁴ *The 2007 Estimation Report on the HIV Epidemic in PNG, National AIDS Council and the National Department of Health, 2007*

⁵ *Meeting the Challenge: Australia's International HIV/AIDS Strategy 2004, Commonwealth of Australia 2004*

Stigma and discrimination directed against people living with HIV/AIDS and vulnerable groups can severely hamper the success of HIV/AIDS programs and increase the vulnerability of high-risk groups. Discrimination inhibits open communication about HIV/AIDS issues and the active involvement of community-based groups. It can have implications for equitable access to treatment, care and other support services, for confidentiality, and for access to voluntary counseling and testing.

The HIV Analytical paper⁶ states:

“In the prevention field, achieving and sustaining behaviour change remains a daunting challenge. However certain approaches, such as well targeted community-based peer education and harm reduction, can be highly effective in preventing HIV. In addition to interventions aimed at individual behaviour change, a greater focus on addressing the social determinants of vulnerability—such as stigma, gender inequalities and the social exclusion of marginalised populations—will support more effective prevention.

*A key current constraint on effectiveness of prevention is the low level of national coverage of programs for the most vulnerable populations, particularly injecting drug users, sex workers, men who have sex with men, and mobile populations. Only ...19 per cent of sex workers were covered by HIV prevention services in 16 Asia Pacific countries surveyed in 2003”.*⁷

Within the Papua New Guinea crisis of HIV and AIDS, communities engaged in sex work are both at risk of contracting HIV, and are also highly targeted as responsible for the spread of AIDS. Violence against sex work communities in Papua New Guinea is high, and groups that are further marginalised because they are HIV positive are more susceptible and are considered by police (and in many health and service providers) to ‘deserve it’. Sex workers in PNG report a continuum of violence directly resulting from the stigma attached to possibly living with HIV/AIDS. Some community members begin sex work after being ousted from their communities following a diagnosis of HIV. Sex workers face severe ostracism from community and community rites, with effects such as being denied the right to a burial.

Violence and brutality against sex workers includes: blaming and shaming in public; gang rape and sexual assault; and homicide. Anecdotal reports include accounts of excessive violence against sex workers. Other reports describe sex workers being forced to blow up and swallow condoms, or being paraded publicly by the police (Three Mile Guesthouse Raid, 2004)⁸, being accused of sorcery, humiliated and murdered.

Institutionalised violence ranges from media blaming and shaming, police brutality, and shunning by services. The prevalence of police brutality, gang rape and sexual assaults of sex workers by service providers (including medical and support services) needs to be addressed. Sex workers are described as “the problem”, whereas, in fact, they can be a significant player in “the solution”. They are stigmatised as they are believed to engage in risk behaviours for HIV transmission, or “outed’ as HIV positive. Sex workers face further stigma and discrimination as they are blamed for the rising rates of HIV/AIDS in PNG.

For an example of how this occurs, please see the following 2007 media report
10/9/07

⁶ *HIV/AIDS in the Asia Pacific Region. An analytical report for the white paper on Australia’s aid program*, O’Keefe, Godwin and Moodie, 2005

⁷ *A Scaled up Response to AIDS in Asia and the Pacific.*, UNAIDS, 2005, p. 20.

⁸ “Kidu: Probe Raid on City Brothel,” *PNG Post-Courier*, 18 March 2004

Some confirmed female HIV/AIDS patients have turned into sex workers in the Western Highlands Province, the provincial Catholic Church's HIV/AIDS office has alleged. A staff member from the office in Rebiamal last week said he was aware some women who sought counseling from them roaming the streets of Mt Hagen as sex workers.

The officer who requested anonymity said most of these females were well known for their trade and operated near the police station, theatre and between Brian Bell and the former public library in the city during the evening and night hours. The Post-Courier identified 10 sex workers in these locations and in separate individual interviews was able to verify that some of them were HIV/AIDS positive, confirming the reports by the Church's HIV/AIDS office.

See; <http://www.postcourier.com.pg/20070910/mohome.htm>

The current social position of sex workers means that violence is often endorsed or supported by the community. Systemic discrimination deems the individual unlikely to report crime and unlikely to receive equitable access to Justice. Sex workers in PNG experience significant barriers to accessing services and reporting violence, due to the attitudes and values of key service providers, including the police, who are commonly the perpetrators of violence against female, transgendered and male sex workers.

Sex workers position in society generally means that opportunities for skills development, training and capacity development are low. The social and cultural 'lens' ensures there is often little support for the facilitation of sex worker capacity development into the upper echelons of service provision and policy development in relation to sex work.

A key strategy to engage 'underground' communities is that of community development and peer education. Friends Frangipani is uniquely positioned to ensure the engagement and development of a sex worker designed and delivered response to HIV and AIDS and violence against sex workers, allowing a vehicle for sex worker autonomy, participation, and involvement in issues affecting sex workers.

Section 3: Review of HIV and AIDS Response

In this section, describe the main initiatives that are in the area to address HIV and AIDS. Also describe the main partners and what they are doing, gaps in the current response and the opportunities that could be seized to improve the response.

The 2008 UNGASS Country Progress report compiled by NAC's⁹ gives a good overview of the current services, approaches and the coordinated response to HIV and AIDS in Papua New Guinea. Within the report, services for sex workers are identified including those valuable services provided by SCiPNG's PSP project. Whilst these services are crucial they are only within some provinces leaving many provinces without direct services for sex workers, resulting in identifiable geographic gaps in services for sex workers.

Equally, our anecdotal evidence from sex workers shows that there is much work to do in addressing stigma and discrimination experienced by sex workers accessing testing, treatment and care services. These barriers to testing point to a gap in the take up of the HAMP Act anti-discrimination components.

The UNGASS report recognises Friends Frangipani¹⁰ as a national network of sex workers, and identifies a number of important issues pertaining to access to services, condoms, education and prevention for sex workers.

NSP Focus Area 2: Education and Prevention

2. To target interventions to groups at particular risk, using culturally acceptable methods, to keep HIV prevalence in these groups below 5 per cent by 2008.
3. To increase safer sexual practices amongst the sexually active population, in particular the youth population

In accordance with NSP Focus Area 2, Education and Prevention, and specifically Strategic Objectives 2 and 3, this proposal to strengthen the capacity of Friends Frangipani aims to assist the network to take up its role in Education and Prevention efforts. However, it should be noted that rather than replicate the services provided by PSP and others, Friends Frangipani will achieve this as a registered CBO national network of sex workers meeting a major gap currently existing in Papua New Guinea's response to HIV and AIDS.

The gap that Friends Frangipani will fill is the important role of being a representative body for sex workers, providing a voice for sex workers in identifying the needs of sex workers, informing education and prevention program design, implementation and evaluation and working in partnership with other services working with sex workers, providing training to address stigma and discrimination amongst service providers and community, and to be an effective civil society organisation beside Igat Hope (NGO for People Living with HIV and AIDS).

Why a sex worker network in Papua New Guinea?

⁹ *Country Progress Report, PNG NACS & Partners*, UNGASS 2008 (http://data.unaids.org/pub/Report/2008/papua_new_guinea_2008_country_progress_report_en.pdf)

¹⁰ P. 48 Section 4.3

Even in well established service provision to sex work communities, sex workers consistently report experiencing significant human rights abuses, violence, stigma and discrimination. Furthermore, sex workers consistently request for service provision to embrace broader HIV prevention principles than current models provide, and for Friends Frangipani and a sex worker representative group to provide community representation in a way that other service providers are unable to do. The UNGASS report noted that Friends Frangipani was 'a key community group' during consultations for the National Research Agenda, and representation on the Research Advisory Committee and other priority areas of the NSP is seen to be a priority by Friends Frangipani.

FRIENDS FRANGIPANI MISSION STATEMENT

(taken from Mama Lo Bilong Friends Frangipani)

Friends Frangipani aims to establish a foundation to stand together for the rights of FSW and MSW, and to act as a guide for new, existing and past FSW and MSM. We will work to reach those who have not yet come out, and will spread throughout the provinces of PNG establishing provincial offices and reaching out to those FSW and MSW who need us most, especially those not yet confident to come out. We will develop strong relationships with sex worker communities and work to ensure that services are friendlier to FSW and MSW. We will use our office as a vehicle to represent FSW and MSW everywhere, to push for the human rights of FSW and MSW to improve quality of and opportunities in life. Our Executive Committee and membership will be made up of MSW and FSW representation from different provinces. We will work to provide a range of peer educational resources specially designed for FSW and MSW, and our activities will be guided by FSW, MSW and the aims and objectives of Friends Frangipani. Our work will be by, with, and for PNG sex workers. In joining hands and working together we will be strengthened.

Enhancing community capacity to mobilise a response to HIV and AIDS as well as addressing human rights abuses is underlined by key principles inherent in Community Development Strategies, including empowerment and self-determination. Key to redressing issues of safety, health, participation, inclusion, and representation is the meaningful involvement of sex workers at all levels, from grassroots community engagement, to participation and influence in relation to policy and legislation that impact on the lives of sex workers.

Friends Frangipani is already playing a key role in disseminating information and increasing participation with sex workers at local, national and international levels. Following consultation and requests from sex workers around Papua New Guinea, Friends Frangipani has worked to establish provincial sub-committees which meet every two months, Friends Frangipani aims for these committees to grow in their capacity act as a vehicle for collaborative community work with sex workers, networking and consultation, a site for capacity development and participation, and an important vehicle for dissemination of information and education relevant for sex workers. These committees will also give opportunities for crucial consultation with sex workers, directly through peer networks, in relation to new strategic directions.

The capacity development of communities to enable their mobilisation of their own responses to HIV/AIDS and human rights promotion is paramount to an effective response to HIV and violence against sex workers. The principles of meaningful community participation modelled by the GIPA Principles outline the need for the centrality of affected communities.

A review of the GIPA strategy by Leach, Gooley & Elaripe¹¹ (Oxfam 2006) identified that increasing vocality is central to increasing meaningful involvement. Friends Frangipani is an association that is driven by and for sex work communities in Papua New Guinea. It is a nationally unique vehicle for progressing and including the voices of sex workers on a variety of levels. It offers increased opportunity for sex worker representation, and greater involvement of the sex work community.

The GIPA Principle also recognises that community members bring peer networks and expertise that is irreplaceable by other efforts – that of the lived experience in being affected by HIV/AIDS, by stigma, discrimination, and violence. The expertise and informal peer networks that are strong within sex worker communities worldwide are of central importance in an effective response to HIV and violence against sex workers. Stigma, discrimination, and violence effectively drives communities underground, elevating the importance of peer networks. To ensure relevance of HIV strategies & responses, approaches need to be contextualised by the cultural norms, values, beliefs, and practices of the targeted community. Often the cultural norms, values, beliefs and practices within marginalised communities are somewhat hidden to outsiders from the community. Peer education and community development harnesses the norms and practices of a community to support HIV prevention efforts.

International best practice recognises that peer and community involvement on all levels of service design and delivery contributes to the effectiveness of HIV prevention strategies. Friends Frangipani is increasingly participating in a range of arenas to influence policy and services that impact on sex workers. These include:

- Peer Education and Community Development activities throughout the year that directly involve the participation and involvement of sex workers, culminating in a National Meeting of PNG sex workers.
- Coordination of two-monthly sub-committee provincial meetings designed to harness community networks, increase participation, disseminate information and education, and provide a direct vehicle for meaningful consultation with sex workers.
- Sensitisation training and education of service providers, often in collaboration with SCiPNG, our partner organization, throughout the duration of the AHAPI grant, and their PSP (Poro Sapot Project) staff.
- Participation in Tingim Laip workshops.
- Taskforce housed by the Department of Community Development to address issues surrounding sexuality.
- NACS Research Agenda Workshop – setting strategic directions for the next five years. Oct 2007.
- To provide peer review for research proposals in partnership with NACS Research Agenda Committee.
- Seeking peer representation on the NACS Research Advisory Committee.
- Small community projects funded by World Bank to undertake peer education activities informed by HIV/AIDS prevention strategies and community development principles.

¹¹ *The Involvement of People with HIV in PNG's HIV Response*, Leach et al, OXFAM 2006

Through harnessing the peer networks and community networks embedded amongst PNG sex workers, Friends Frangipani is well positioned to inform HIV education and prevention efforts, and to disseminate information and education to sex work communities in line with the PNG National Strategic Plan¹². Not only would this occur through the informal community networks Friends Frangipani Coordinators and Executive Committee members are a part of, but also through the more formal settings including the National Meeting of PNG sex workers, which would effectively be a decision making forum for members of the association.

A longer term outcome of the capacity development of Friends Frangipani is the ability for the group's Executive Committee, staff and volunteers to more effectively inform and support research that has potential long term positive outcomes for sex workers and the potential to inform program directions and support the NSP Goal of focus area 4¹³. Friends Frangipani and Scarlet Alliance have in discussion with Mr Tony Lupia (Senior Research Officer, Research Coordination Unit, NACS) progressed an agreement for Friends Frangipani to provide peer review of research proposals affecting sex workers, along with a request (pending) for representation on the Research Agenda Committee.

Friends Frangipani is well placed to offer leadership in relation to issues affecting sex workers. As a unique entity embodying the notion of 'sex workers doing it for ourselves', it draws on the lived experiences of sex workers to represent, inform debate, and advocate on issues affecting sex workers from the bottom up. Friends Frangipani occupies a key central position to reach and disseminate information to sex workers, coordinate sex worker participation and representation on a national level, and to act as a crucial partner for many education and prevention and research programs targeting sex workers.

¹² Papua New Guinea National Strategic Plan on HIV/AIDS 2006-2010

¹³ Focus Area 4. Social and Behavioural Change Research, NSP Goal: To improve social behaviour research in PNG so that it complements epidemiological and other information and informs the development of strategies for behaviour change.

Section 4: Review of last year's performance

Scarlet Alliance and Friends Frangipani have not received funding as part of the NSP process previously. However, we have included here important information that outlines our current work in Papua New Guinea.

Between May 2005 and May 2008 Scarlet Alliance worked in partnership with Save the Children's (SciPNG), Poro Sapot Project (PSP) to facilitate the development of a third group, a sex worker network that would lead the community led response to HIV and AIDS.

During the three year period, there were many achievements. Some of these included –

- Consultations and peer education with sex workers across seven provinces.
- Hosting of the first National Meeting of PNG sex workers April 2006, during which eight people were elected to form the Executive Committee of the network, 'Friends Frangipani.'
- Hosting the National Symposium April 2006 bringing together sex worker delegates, community organisation representatives, NACS legal staff, Provincial AIDS Council staff, SciPNG staff, sexual health staff and AusAID staff etc.
- Capacity development with the Executive Committee in developing their roles and responsibilities and decision making structures.
- Presentations to the NHASP HRSS meeting in Port Moresby and the Tingim Laip meeting in Lae.
- The Executive Committee's development of a constitution and accompanying Mama Lo Bilong Friends Frangipani organisational document.
- The naming and incorporation of the group, Friends Frangipani.
- The opening of Friends Frangipani's first office base in Port Moresby.
- A participatory community based recruitment process for two part time Co-ordinators of the Friends Frangipani Office.
- The employment of two part-time Coordinators (job sharing), to resource the activities of the organisation.
- The development of Friends Frangipani's Management Committee.
- The development of policies and procedures for the governance of the association.
- Facilitation of the second National Meeting of PNG sex workers, and Friends Frangipani's first AGM, April 2008.
- Training provided to a range of stakeholders in a number of locations (Goroka, Lae, Madang, Port Moresby, Hagen) focusing on the HAMP act, the impact of discriminatory police approaches, stigma and discrimination by service providers, etc.
- Briefings with parliamentarians in relation to model legislation targeting sex workers.
- Seeking further funding to ensure the autonomous development of the group.
- The second National Meeting of PNG Sex Workers was held in May 2008, and included Friends Frangipani's first AGM as a legally incorporated organisation. A new Executive Committee was elected during the meeting, as per the rules of their constitution. This committee for 2008 included a combination of four previous Executive Committee members, and four newly elected members. Thus a high degree of knowledge was maintained as well as new enthusiastic members coming onto the committee.

The project activities, particularly in the first half of the project, included Outreach Volunteer and Area Facilitator staff of SciPNG enabling a greater access to sex workers by Scarlet Alliance staff and skills development and sharing between SciPNG (PSP) peer and Scarlet Alliance staff.

Project Evaluation

The project evaluation encompassed the three years of the project, and reflected upon the strategies, achievements, challenges and barriers overcome during that time. The evaluation officer carried out the evaluation, working closely with Friends Frangipani staff, Save the Children staff, Poro Sapot Project staff, Scarlet Alliance staff, and members of other organisations. The Evaluation sought to identify the ongoing barriers faced by sex workers, Friends Frangipani and Scarlet Alliance in our capacity development work. One of the key outcomes was the recognition of the need for further capacity development support for Friends Frangipani, in particular in relation to their accountability structures, office and finance structures, and their ability to create a sustainable future for their organisation.

May 2008 – June 2009 has seen a concentrated effort on Friends Frangipani's organisational infrastructure, governance capacity, alongside community development activities and project management, and have included development of:

- Continued mentoring, training and facilitation of Executive Committee capacity development, including face to face meetings, and facilitating Executive Consultations in between face to face meetings.
- Recruitment and Employment of Manager, Finance Officer, and a restructuring of existing positions within the office to include a Project Officer (Co-ordinating provincial sub-committees) and a Communications Officer.
- Recruitment of Management & Finance Officer mentors .
- Supervision and mentoring of Friends Frangipani staff.
- Provision of further study and training opportunities for staff and Executive capacity development (Management/Human Resources, Public Speaking, Finance, Computer).
- Continued facilitation of the development of organizational policies, procedures and practices, including governance practices, delegation of authority, strategic plan, membership complaints policy, communication protocols, and professional code of conduct Organisational Management (office establishment and protocols with related services (ie bank, Telikom, PNG Power, Post Offices).
- Mentoring of Friends Frangipani Management Committee
- Mentoring and practical support for implementation and management of Friends Frangipani's two small scale projects funded through 'Tingim Yut Kompetisen,' World Bank 2008; Friends Frangipani Chimbu Outreach Project and Friends Frangipani Mt Hagen Drop-In & Training Centre.
- Establishment of seven provincial sub-committees engaging representation and participation of sex workers from local sites.
- Community development, peer education and capacity development activities with sex work communities.
- Resource Development (Sub-Committee fliers, Membership & Complaints Information flier, Decriminalisation/legalization/criminalization fliers, toksaves, 'wet gris' (lubricant) surveys).
- Development of Friends Frangipani 'Tok Piksa' presentations and a unique peer education training resource; 'Working with sex workers in empowering ways,' utilised within training programs provided by Friends Frangipani Chimbu and Mt Hagen projects.
- Consultation and networking with other service providers, policy makers, and community.
- Advocacy with and on behalf of Friends Frangipani from local to international levels including seeking sponsorship for international participation
- International media response to violence against Papua New Guinea sex workers.

Section 5: Priority Activities

In this section, outline your objectives, strategies and activities for implementing over the next 12 months.

Objectives:

1. To strengthen the capacity of Friends Frangipani, the PNG sex worker network.
2. To improve the capacity of the Friends Frangipani executive to effectively govern the organisation.

Strategies:

- 1) Mentoring, Training and capacity development with Friends Frangipani Executive Committee and staff
- 2) Development and consolidation of Friends Frangipani organisational capacity
- 3) Mentoring Friends Frangipani to effectively consult with and engage PNG sex workers
- 4) Support Friends Frangipani's involvement (as Scarlet Alliance's partner) in the NSP development process
- 5) To effectively evaluate and monitor project activities

Activities for implementation over the next 12 months (2010) which will include – **(see also section 10)**

Capacity development of Executive committee to govern

- face to face meetings of the Executive Committee (facilitated by Scarlet Alliance staff)
- Management Committee meetings with Staff (mentoring by Scarlet Alliance staff)
- Training program implemented (coordinated by Scarlet Alliance staff)

Building upon Friends Frangipani's representative & advocacy capacity through:

- PNG Australia HIV/AIDS Program (AusAID) Quarterly Networking Meetings
- Building on partnership between Friends Frangipani and Research Advisory Committee
- Department Community Development – Taskforce reviewing legislation affecting sex work and homosexuality.
- Seeking National and Provincial representation on Condom Advisory Committees (Department of Health).

Capacity Development with Friends Frangipani Staff and Office

- Facilitation of Manager (in training) role.
- Facilitation of Finance Officer role.
- Facilitation of Project Officer's' role.
- Facilitation of Communication Officer's' role.

- Supervision of all staff (role modeled with Scarlet Alliance staff)
- Sourcing local mentorship for staff, particularly Finance Officer
- Systems implementation & review.
- Office venue – lease, insurance, equipment.
- Implementation and review of financial management system
- Advise and assist FF staff on negotiation of new lease agreements, Insurance and office infrastructure/systems
- Development of Strategic Plan
- Continued development of Policies, Procedures & Practices 'kit'.
- Resources designed, delivered and reviewed with active participation by membership.
- Continued development of locally based mentoring relationships.

Mentor Friends Frangipani to ensure effective consultation and engagement with membership (sex workers)

- Coordination of sub-committee meetings – and utilizing this as a vehicle for community development, capacity development, information & education dissemination and consultation opportunities.
- Community Development & Peer Education Activities (including important events e.g. World AIDS Day, and International sex worker rights activities (in-country)

Evaluation and Monitoring Activities.

- Participatory Evaluation strategies implemented throughout the year
- Quarterly reviews
- Monitor work-plan against timeline and milestones
- Use evaluation outcomes to inform project planning

Section 6: Summary of Budget

In this section provide a summary of budget for implementing proposed activities covering the following aspects:

- *Show total amount of money you expect to receive from all sources that would go towards funding your programs/activities including your own sources broken down by source;*
- *Any anticipated unspent balance from this year and this should be broken down by source; and*
- *Show how you intend to spend the money by program area.*

Scarlet Alliance staffing costs

Project Officer (includes on costs)	\$AU57,000
Project Management (includes on costs)	20,000
Finance Officer (includes on costs)	10,000

Friends Frangipani Staffing costs

part-time Project Management (includes on costs)	18,000
2 x 0.5 Project Officers (includes on costs)	9,500
1 x .4 Finance Officer (includes on costs)	7,500
Friends Frangipani staff Training	
2 Mentor roles -	
In-country project management mentor	7,275
In-country financial management mentor system implementation, tracking, assistance	5,275

Friends Frangipani Office costs

Rent, Electricity, Phones, Insurance, etc and Communications, phone calls, postage, post box, internet	30,000
---	--------

Capacity Development activities

Friends Frangipani Executive Committee meetings, workshops/training

travel, accommodation, catering, per diems	30,000
phone cards/communication	4,000
training	5,000

Suc committee meetings	15,000
Friends frangipani representation role	
Community development activities	4,200
Scarlet Alliance travel costs (economy travel)	
International flights, domestic flights, accommodation, per diems, travel insurance	23,250
Scarlet Alliance communication costs	
Scarlet Alliance international communication costs	8,000
includes regular support communication with Friends Frangipani Executive and staff	
Evaluation	
Monitoring and evaluation meetings and activities	1,000
Administration	
Project / financial mgt / coordination / administration/insurances	45,000
Total	\$300,000

Total funds are requested from this funding source

Section 7: Implementation arrangements

In this section, describe roles and responsibilities of different actors in the implementation of the Annual Activity Plan including any partnerships.

The relationship developed between Scarlet Alliance, Friends Frangipani, and PNG sex work communities will continue to play an important role in supporting the growth of and development of Friends Frangipani as an autonomous network for PNG sex workers.

Scarlet Alliance staff will:

- Provide capacity development training with Friends Frangipani Executive Committee (roles, responsibilities, guiding documents, governance/management)
- Provide advice and supervision on office systems development, implementation and evaluation to Manager (in training), Project Officer, Communications Officer, Finance Officer and Executive Committee.
- Assist the Friends Frangipani Executive Committee & Management Committee, Manager (in training), Project Officer, Communications Officer, and Finance Officer to further implement, review and refine an efficient and effective financial management system which tracks expenditure and income and enables reporting to demonstrate to the Friends Frangipani Executive and Scarlet Alliance the financial position of the organisation.
- Provide or coordinate training for the Management Committee (subcommittee of executive), followed by ongoing mentoring in regard to staff management and supervision
- Role-model and resource staff supervision (engaging and supporting the Management Committee)
- Facilitate learning, sharing and information exchange within all levels of Friends Frangipani
- Assist identification of skills gaps and coordinate skills development opportunities for Friends Frangipani Executive Committee and Project Staff.
- Assist staff and Executive Committee members to problem solve process and communications system issues
- Support Friends Frangipani to establish strong partnerships with other Papua New Guinea CBO's, NGOs, FBOs, NACS, and PACS
- Facilitate Friends Frangipani's capacity to network internationally with regional sex worker groups.
- Support the continued evaluation of Friends Frangipani activities.
- Support Friends Frangipani (as the Scarlet Alliance partner) to participate in the NSP Activity Planning process.

As an organisation with extensive experience and recognition both locally and internationally in pursuing best practice initiatives by and for sex workers, Scarlet Alliance has a range of expertise to share in the further development of PNG's unique sex work network, Friends Frangipani. As the association grows so does their hopes and dreams to improve the lives, representation, inclusion, and participation of PNG sex workers in all efforts to respond to HIV/AIDS, and human rights abuses.

Section 8: Monitoring and Evaluation

In this section, outline your approach to assessing the quality and impact of your activities, describe how you will monitor the plan, by whom and when?

Scarlet Alliance is committed to utilising a range of Monitoring and Evaluation components throughout the plan (2010). Our participatory evaluation approach actively engages Friends Frangipani members to implement their own 'skelim (evaluation)' strategies throughout their activities.

The project activities and implementation will be tracked throughout 2010. Work-plans, planning meetings, reports, supervision, milestones progress meetings and both formal and informal evaluation mechanisms.

The tracking of the plan against the timeline and milestones and evaluation of all project activities will be managed by the Scarlet Alliance Project Officer in collaboration with the Chief Executive Officer and implemented by all staff.

Scarlet Alliances utilises a participatory evaluation framework, an approach that aligns with the underlying principles in community development and peer education approaches particularly with communities forced underground, providing a reflexive cyclical approach in which ongoing evaluation feeds back into project design and delivery.

In line with this participatory model, all staff (Scarlet Alliance and Friends Frangipani) on the project as well as the Scarlet Alliance Chief Executive Officer, the Friends Frangipani Manager and the Executive Committees (Scarlet Alliance and Friends Frangipani) will play a role in this process as will input from sex workers in Papua New Guinea.

Capacity Development with the Friends Frangipani Executive Committee has included training in participatory evaluation strategies and Executive Committee representatives have already trialed evaluation strategies in their own workshops, and with their communities, for example, in collating research relating to flavoured condoms that have reportedly increased clients' willingness to engage in safer sex practices. A current small scale research activity is seeking the evaluation of 'wet gris' (lubricant) products by sex workers. These initial research activities highlight key issues for HIV prevention strategies. Furthermore, Friends Frangipani have embraced a responsive approach in their collaboration and consultations with sex work communities in creating forums and responses to the emergence of issues at any one time.

Section 9: Risk Management

In this section, identify and describe possible risks that might affect implementation of your plan and possible measure to mitigate the risks

Risk Event	Source of Risk	Impact	L	C	Management strategy	Responsible
Absorptive capacity of partner group	Friends Frangipani's capacity	Low ability to participate in activities or implement activities	3	3-4	Follow best practice – working at partners pace, tracking progress against timelines and milestones	Project Management and Project Staff
Political or security crisis	Political unrest	Project interruption	3	4	Liaison with NACs, Friends Frangipani Monitoring of DFAT's advice,	Project Management and Executive
Socio-economic impacts	Downscaling of project capacity	Project interruption	3	4	Liason with AusAID and NACs, Friends Frangipani	Project Management, Executive & staff.
Personal safety and security	Social unrest and socio-economic factors	Restricted activities, reduced capacity Theft or loss of goods/money	3	3	Policies and procedures, flexibility in implementation Insurance Systems to reduce vulnerability	Scarlet Alliance with Friends Frangipani staff
Cultural barriers	Language and cultural differences	Reduce effective network development	5	3	Use of translators, effective listening and ensure approaches are informed by partner	Project Management and staff

L = Likelihood (5=almost certain, 4= likely, 3= possible, 2=unlikely, 1=rare)

C = Consequences (5=severe, 4=major, 3=moderate, 2=minor, 1=negligible)

Section 10: Detailed work plan and budget

Attach detailed work plan and budget using the template provided.

Annual Implementation Plan and Budget

Priority Area Relating to NSP: Focus Area 2 – Education & Prevention -To facilitate and sustain behaviour change to minimize HIV and STI transmission in specific populations and to increase awareness about prevention in the general population.

Goal: To strengthen the capacity of Friends Frangipani, the sex worker network of PNG, in order for the group: to grow to support Papua New Guinea sex workers to develop their own response to HIV, minimising transmission; to build strength to advocate on behalf of sex workers, informing policy and prevention and education program development, implementation and evaluation; to develop into a strong partner implementing effective peer education and prevention programs to sex workers.

Objectives:

1. To strengthen the capacity of Friends Frangipani, the PNG sex worker network.
2. To improve the capacity of the Friends Frangipani executive to effectively govern the organisation.

Strategies:

1. Mentoring, training and capacity development with Friends Frangipani executive and staff
2. Development and consolidation of Friends Frangipani organisational capacity
3. Mentoring Friends Frangipani to effectively consult with and engage PNG sex workers
4. Support Friends Frangipani's involvement (as Scarlet Alliance's partner) in the NSP development process
5. To effectively evaluate and monitor project activities

Activities relating to strategies	Expected Output	Performance Indicators	2010												Estimated Budget	Funding Source	
			Q1			Q2			Q3			Q4					
			J	F	M	A	M	J	J	A	S	O	N	D			
1.1 Training and capacity development with Executive Committee	- Improved governance through increased skills and knowledge	Executive Committee Meetings			✓	✓										30,000	NSP
	- Improved communication and decision making through facilitated	Management Committee meetings, ongoing communication Mentoring, Training & development Conference attendance	✓				✓						✓		✓	4,000	

	meetings - improved transparency																	5,000	
1.2 Training and capacity development with PNG Staff	- Skilled staff able to undertake roles and implement activities - effectively supervised staff - staff implementing work plans tracked against timelines and milestones	PNG Manager (in training) role PNG Communications/ project Officer role PNG Finance & Administration Officer PNG Mentoring management PNG Mentoring finance and admin																18,000	NSP
Scarlet Alliance staffing costs		SA Project Manager SA Project Officer SA Finance Officer																57,000 20,000 10,000	
Scarlet Alliance communications and admin		SA Travel costs SA Communication costs SA Administration costs																23,250 8,000 45,000	

2. Development & consolidation of organisational capacity.	Improved capacity to manage and implement the work of the organisation	Lease & rental agreements	✓					✓								20,400	NSP	
		Insurance																
	Strengthened infrastructure to effectively implement work	Office equipment/ and systems	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			9,600
		Phone calls, fax, mobile calls, internet, postage	✓															
	Improved rigour of financial management system	Development of Strategic Plan	✓			✓			✓			✓						
		Development of Policies & Procedures & Practices 'kit'	✓			✓			✓			✓						
		Local Mentoring Relationship Activities	✓															
		Financial systems implemented and reviewed						✓						✓				

<p>3. Community Development & Peer Education activities with community</p>		<p>Sub-Committee meetings (seven provinces)</p> <p>Community Development activities eg: International Sex Worker Rights & World AIDS Day activities</p> <p>Consultation meetings with PNG sex workers and</p>		✓		✓		✓		✓		✓		✓	<p>15,000</p> <p>4,200</p>	NSP
<p>4. Support Friends Frangipani's involvement (as Scarlet Alliance's partner) in the NSP development process</p>	<p>Funding proposal that is informed by the Friends Frangipani membership (Papua New Guinea sex workers)</p>	<p>Workshop development with Friends Frangipani Committee</p> <p>Consultations with PNG sex work communities</p> <p>Collaborative development and review with Friends Frangipani</p> <p>NSP application finalised</p>	✓		✓	✓	✓							<p>Costs included in core staffing and consultation activities within other sections of this budget.</p>	NSP	
<p>5. Evaluation & Monitoring Activities</p>	<p>Work plan and approaches informed by evaluation</p> <p>Work plan and activities monitored</p>	<p>Ongoing Participatory Evaluation</p> <p>Quarterly reviews</p>	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	<p>1,000</p>	NSP	

Appendix one -

Funding this project would build on -

The only autonomous network of sex workers in Papua New Guinea

- Governed by a strong eight member Executive Committee that has provided leadership and demonstrated commitment to the growth and development of the organisation as well as the involvement and representation of the diversity of Papua New Guinea sex workers.
- Supported by Friends Frangipani's Constitution and 'Mama Lo Bilong Friends Frangipani' outlining the objectives, mission statement and principles of the organisation.

An office in Port Moresby

- The basis of a functioning office space.
- Initial bank account and financial management processes.
- Agreed membership approval and documentation processes.
- Further development of policies and procedures for Friends Frangipani office.

Resourcing of Executive Committee communications capacity

- Establishment of communications infra-structure to enable effective governance by Executive.
- Provision of ongoing training with Executive Committee.

Employment of Staff

- To coordinate the organisation's communication and representation activities.
- Who have assisted in the development of the organisation's infrastructure, policies and procedures.
- Who participate in representation on behalf of Friends Frangipani.
- Who will manage future direct HIV prevention project activities.

Profile

- Friends Frangipani is an organisation whose profile is embedded within community, and is increasingly gaining recognition by health and service provider sectors of the Papua New Guinea community.
- Friends Frangipani builds on the peer and community networks that exist between sex workers as a community development strategy that enhances community involvement and participation to support HIV prevention efforts, and the promotion of human rights.
- Participation in Tingim Laip activities, World AIDS day, and other community days relevant to sex workers such as International Day against Violence Against Sex Workers.

Links with local organisations and Government Departments

- Peer based community organisations such as Igat Hope.
- SCiPNG, Poro Sapot Project.
- NACS, PACS, DACS.
- Department of Health.
- Department of Community Development.
- Research (IMR, research consultants).
- World bank.
- Women's organizations.
- Other related NGO's such as Family Health International, World Vision.

Links with other sex worker organisations:

1. Friends Frangipani has sent representatives to Australia to visit Australian sex worker, community based organisations and the Scarlet Alliance annual National Forum & AGM of sex workers in November 2006. The delegates presented at the AGM and during the public National Symposium at Parliament House.
2. Representatives attended the Asia Pacific Network of Sex Workers (APNSW) meeting in Cambodia 2007, building links with sex worker organisations in the region.
3. A satellite meeting in Cambodia, 2007, of Pacific sex worker organisations; the New Zealand Prostitutes Collective, representatives from Fiji, Scarlet Alliance and two delegates from Friends Frangipani.
4. Friends Frangipani will be attending ICAAP 2009 (International Congress AIDS Associations Pacific) August 2009.

Friends Frangipani will be an organisation capable of attracting a range of funding sources. If successful in this application to continue the organisation's capacity development, Scarlet Alliance's work with Friends Frangipani will support the capacity of Friends Frangipani in being highly likely to draw other project funding in the future.



Australian Government
AusAID

Schedule 2
Statement of International Development Practice Principles

Engaging Not-for-Profit Organisations: Statement of International Development Practice Principles

June 2009

A Basic Standard for Engagement with Not-For-Profit Organisations

The Statement of International Development Practice Principles (Attached) has been developed in consultation with the Australian Council for International Development (ACFID). It is **founded on the good development practice and experience of accredited Australian Non-Government Organisations (NGOs)** and other international development agencies over the last three decades.

The Statement takes account of the Accra Action Agenda on Aid Effectiveness, and in particular, encourages a participatory approach to development. 'Not for profit' organisations are strongly encouraged to work in partnership with others thereby reducing the burden on communities and governments with whom they work. The Statement seeks to articulate the minimum standards and commitment that AusAID expects from all 'not-for-profit' organisations that it funds. It will form an annex to funding agreements with not-for-profit organisations that are not accredited with AusAID.

The Principles are **not aimed at accredited Australian NGOs** which have already undergone a rigorous accreditation process.

Statement of International Development Practice Principles

This Statement of International Development Practice Principles (The Principles) promotes the active commitment of **all non-accredited, not-for-profit organisations funded by AusAID** to the fundamentals of good development practice, and to conducting their activities with integrity, transparency and accountability.

The Principles are founded on a premise of **'do no harm'** and drawn from good practice principles in the international development not-for-profit sector and international development community more broadly. In line with Aid Effectiveness principles, when planning interventions, not-for-profit organisations are encouraged to consider: what other agencies are doing in the chosen area of focus; where their organisation can add value; and how they can join with others to increase the impact and sustainability of their activities.

Where relevant, AusAID encourages eligible Australian organisations to work towards becoming Australian Council for International Development (ACFID) Code of Conduct signatories.

International Development Principles

Lessons drawn from best practice NGO and civil society programs recognise the importance of working in partnerships, building creative and trusting relationships with people of developing countries and supporting basic program standards which:

- > give priority to the needs and interests of the people they serve and involve beneficiary groups to the maximum extent possible in the design, implementation and evaluation;
- > promote an approach that includes all people in a community and ensures the most vulnerable, including people with disability, women and children, are able to access, and benefit equally, from, international development assistance;
- > encourage self help and self-reliance among beneficiaries;
- > avoid creating dependency through the facilitation of active participation and contributions (as appropriate) by the most vulnerable;
- > respect and foster all universally agreed international human rights, including social, economic, cultural, civil and political rights;
- > are culturally appropriate and accessible;
- > seek to enhance gender equality;
- > recognise and put in place processes to mitigate against the vulnerability of not for profit organisations to potential exploitation by organised crime and terrorist organisations;
- > have appropriate mechanisms in place to actively prevent, and protect children from harm and abuse;
- > integrate environmental considerations and mitigate against adverse environmental impacts; and
- > promote collaborative approaches to development challenges including through working in partnerships and avoiding duplication of effort.

All non-accredited, not for profit organisations receiving funding from AusAID commit to apply these principles of good development practice, and adhere to the organisational integrity and accountability standards set out on the following page.

Organisational Integrity and Accountability for Development

AusAID funds and resources are designated for the purposes of international aid and development (including development awareness). They can not be used to promote a particular religious adherence, missionary activity or evangelism, or to support partisan political objectives, or an individual candidate or organisation affiliated to a particular political movement. AusAID reserves the right to undertake an independent audit of an organisation's accounts, records and assets related to a funded activity, at all reasonable times.

In all of its activities and particularly in its communications to the public, AusAID expects not-for-profit organisations it works with to accord due respect to the dignity, values, history, religion, and culture of the people it supports and serves, consistent with principles of basic human rights.

Not-for-profit organisations working with AusAID should:

- > not be a willing party to wrongdoing, corruption, bribery, or other financial impropriety in any way in any of its activities;
- > take prompt and firm corrective action whenever and wherever wrongdoing is found among its Governing Body, paid staff, contractors, volunteers and partner organisations;
- > have internal control procedures which minimise the risk of misuse of funds and processes and systems that ensure funds are used effectively to maximise development results;
- > establish reporting mechanisms that facilitate accountability to members, donors and the public;
- > have adequate procedures for the review and monitoring of income and expenditure and for assessing and reporting on the effectiveness of their aid;
- > have a policy to enable staff confidentially to bring to the attention of the Governing Body evidence of misconduct on the part of anyone associated with the Organisation, including misconduct related to the harm and abuse of children;
- > be aware of terrorism-related issues and use their best endeavours to ensure that funds do not provide direct or indirect support or resources to organisations and individuals associated with terrorism and/or organised crime; and
- > ensure that individuals or organisations involved in implementing activities on behalf of the Organisation are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism and/or organised crime.

AusAID Funding Agreement Requirements

Each AusAID funding agreement also comes with obligations for both AusAID and the Organisation being funded. These are spelt out in detail in the funding agreement. The Principles will not affect or diminish the obligations or liabilities of the Organisation under the funding agreement as outlined in the funding agreement conditions.

Broadly speaking, any Organisation funded by the Australian Government, through AusAID, is required to comply with relevant and applicable laws, regulations and policies, including those in Australia and in the country/ countries in which they are operating. In particular, the Organisation needs to observe the contractual requirements regarding Child Protection and Counter Terrorism.

Additional Information and Related Links

Further information on AusAID's Child Protection Policy, Counter Terrorism and other applicable laws and policies can be found on AusAID's website at:

http://www.ausaid.gov.au/business/pdf/Lists_of_Laws_and_Guidelines_for_Contractors.pdf
http://www.ausaid.gov.au/publications/pdf/child_protection.pdf

Further information on terrorist organisations listed under Division 102 of the Criminal Code Act 1995 (Cth) and the DFAT Consolidated List of persons and entities subject to UN sanctions regimes maintained in accordance with the Charter of the United Nations Act 1945 (Cth) can be found at:

http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3
<http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF30CA256FAB001F7FBD?OpenDocument>

Further information on AusAID Accreditation and the ACFID Code of Conduct can also be found at:

<http://www.ausaid.gov.au/ngos/accreditation.cfm>
<http://www.acfid.asn.au/code-of-conduct>

Further information on Aid Effectiveness can be found at:

http://www.oecd.org/department/0,3355,en_2649_3236398_1_1_1_1_1,00.html
http://www.oecd.org/document/18/0,3343,en_2649_3236398_35401554_1_1_1_1,00.html

Please attach the appropriate EFT Direct Credit Payment Form to the end of the Funding Agreement

Domestic/International EFT Forms are available at <http://intranet/C19/Forms/default.aspx>

DEED OF AMENDMENT

between

COMMONWEALTH OF AUSTRALIA

represented by

The Australian Agency for International Development (AusAID)

ABN 62 921 558 838

and

**SCARLETT ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION
INCORPORATION**

ABN 86 612 112 065

in relation to

**2010 ANNUAL ACTIVITY PLAN AND BUDGET FOR THE
IMPLEMENTATION OF NATIONAL HIV AND AIDS STRATEGIC PLAN
AGREEMENT NO. 53162**

THIS DEED OF AMENDMENT is made this _____ day of _____ 20

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, acting through the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 ("the Commonwealth")

AND

SCARLETT ALLIANCE –AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATION Level 3, 154, Albion Street, Darlinhurst 2010, P O Box 261, Darlinhurst, NSW, 2600 ABN 86 612 112 065 ("the Contractor").

RECITALS:

- A. On 01 January 2010, the Commonwealth and the Contractor entered into Agreement no. 53162 for the provision of services described in the Agreement 53162.
- B. The parties have now agreed to amend the duration for the services provided by the Contractor as set out in this Deed.

OPERATIVE PROVISIONS:

- In this Deed, unless the contrary intention appears, a reference to "the Agreement" is to the Agreement referred to in Recital A.
- The Agreement is amended as set out below:

Clause 2.2	Delete existing Clause 2.2 and replace with new Clause 2.2 as follows: "2.2 The Organisation must commence Activity no later than 01 January 2010 and must complete the Activity by 31 March 2011."												
Clause 16.1	Delete existing Clause 16.1 and replace with new Clause 16.1 as follows: "16.1 Funds up to a maximum of \$400,000 shall be paid as aquittable by AusAID in tranches divided as follows"												
Clause 16.2	Delete existing Clause 16.2 and replace with new Clause 16.2 as follows: "16.2 <table border="1" data-bbox="612 1783 1305 1986"> <thead> <tr> <th>Indicate tranche</th> <th>Tranche no.</th> <th>Amount of Funds</th> </tr> </thead> <tbody> <tr> <td>February 2010</td> <td>1</td> <td>\$150,000</td> </tr> <tr> <td>June/July 2010</td> <td>2</td> <td>\$150,000</td> </tr> <tr> <td>January 2011</td> <td>3</td> <td>\$100,000</td> </tr> </tbody> </table>	Indicate tranche	Tranche no.	Amount of Funds	February 2010	1	\$150,000	June/July 2010	2	\$150,000	January 2011	3	\$100,000
Indicate tranche	Tranche no.	Amount of Funds											
February 2010	1	\$150,000											
June/July 2010	2	\$150,000											
January 2011	3	\$100,000											

- 3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
- 4. In all other respects the parties confirm the Agreement no. 53162

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA by

s 22(1)(a)(ii)

s 22(1)(a)(ii)

A/g Program Director
FMA Act s.44 Delegate

Signature

in the presence of -

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Signature of Witness

SIGNED for and on behalf of
Scarlett Alliance – Australian Association Sex Work

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....
Si; of Director *CHIEF EXECUTIVE OFFICER*

.....
Signature of director / Company Secretary
President

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....
Name of director *CHIEF EXECUTIVE OFFICER*

.....
Name of director/company secretary
President

AMENDMENT SUMMARY SHEET

The Contract/Services Order has been varied in accordance with Standard Conditions clause headed **Contract Amendment** of the Contract/Period Offer on the following dates relating to:

Amendme nt #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit	Adjusted Financial Limit
1	/12/10	Extension of agreement date and increase in value	Increase of \$100,000	\$400,000

DEED OF AMENDMENT

between

COMMONWEALTH OF AUSTRALIA

represented by

The Australian Agency for International Development (AusAID)

ABN 62 921 558 838

and

**SCARLET ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION
INCORPORATED**

ABN 86 612 112 065

in relation to

**2010 ANNUAL ACTIVITY PLAN AND BUDGET FOR THE
IMPLEMENTATION OF NATIONAL HIV AND AIDS STRATEGIC PLAN
AGREEMENT NO. 53162**

Agreement 53162

Amendment No. 02

THIS DEED OF AMENDMENT is made this day of 20

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, acting through the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 ("the Commonwealth")

AND

SCARLET ALLIANCE, AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATED Suite 9, 245 Chalmers Street, Redfern NSW, 2016 ABN 86 612 112 065 ("the Contractor").

RECITALS:

- A. On 01 January 2010, the Commonwealth and the Contractor entered into Funding Agreement no. 53162 in writing for the funding of the Activity described in the Agreement. The agreement has been varied on 16 February 2011
- B. The parties have now agreed to alter the Funding Agreement as set out in this Deed.

OPERATIVE PROVISIONS:

1. In this Deed, unless the contrary intention appears, a reference to "the Agreement" is to the Agreement referred to in Recital A.
2. The Agreement is amended as set out below:

Clause 2.2	Delete existing Clause 2.2 and replace with new Clause 2.2 as follows: "2.2 The Organisation must commence Activity no later than 01 January 2010 and must complete the Activity by June 30 2011."
Clause 16.1	Delete existing Clause 16.1 and replace with new Clause 16.1 as follows: "16.1 Funds up to a maximum of \$500,000 shall be paid as an aquittable grant by AusAID in tranches divided as follows"

Clause 16.2	Delete existing Clause 16.2 and replace with new Clause 16.2 as follows:		
	"16.2		
		Indicate	Tranche no.
		Amount of Funds	
		February 2010	1
			\$150,000
		June/July 2010	2
			\$150,000
		January 2011	3
			\$100,000
		June 2011	4
			\$100,000
		TOTAL	\$500,000

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
4. In all other respects the parties confirm the Agreement.

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

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

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....

 Signature

Program Director
AusAID Port Moresby
FMA Act s.44 Delegate

in the presence of -

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....

 Signature of Witness

Witness

Agreement 53162
Amendment No. 02

SIGNED for and on behalf of
Scarlet Alliance, Australian Sex Workers Association

^{by}
s 22(1)(a)(ii)

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Signature of director

.....
tary
PRESIDENT

s 22(1)(a)(ii)

.....
Name of director *Chief Executive Officer*

.....
Name of director/company secretary *PRESIDENT*

AMENDMENT SUMMARY SHEET

The Contract/Services Order has been varied in accordance with Standard Conditions clause headed **Contract Amendment** of the Contract/Period Offer on the following dates relating to:

Amendme nt #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit	Adjusted Financial Limit
1	16/02/11	Extension of agreement date and increase in value	Increase of \$100,000	\$400,000
2	09/05/11	Extension of agreement date and increase values	Increase of \$100,000	\$500, 000

Agreement 53162

Amendment No. 3

DEED OF AMENDMENT

between

COMMONWEALTH OF AUSTRALIA

represented by

The Australian Agency for International Development (AusAID)

ABN 62 921 558 838

and

SCARLET ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION

INCORPORATED

ABN 86 612 112 065

in relation to

**2010 ANNUAL ACTIVITY PLAN AND BUDGET FOR THE
IMPLEMENTATION OF NATIONAL HIV AND AIDS STRATEGIC PLAN
AGREEMENT NUMBER 53162**

Agreement 53162

Amendment No. 3

THIS DEED OF AMENDMENT is made this 7th day of September 2011

BETWEEN:

The COMMONWEALTH OF AUSTRALIA, acting through the AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT, ABN 62 921 558 838 ("the Commonwealth")

AND

SCARLET ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATED of SUITE 9, 245 Chalmers Street, Redfern NSW, 2016, ABN 86 612 112 065 ("the Organisation").

RECITALS:

- A. On 1 January 2010 the Commonwealth and the Organisation entered into Funding Agreement 53162 in writing for the funding of the Activity described in the Agreement.

The Agreement has been varied in writing on 16 February 2011 and 9 May 2011.

- B. The parties have now agreed to amend the Funding Agreement end date and value as set out in this Deed.

OPERATIVE PROVISIONS:

- In this Deed, unless the contrary intention appears, a reference to "the Agreement" is to the Agreement referred to in Recital A.
- The Agreement is amended as set out below:

Clause 2.2	Delete existing Clause 2.2 and replace with new Clause 2.2 as follows: 2.2 The Organisation must commence Activity no later than 1 January 2010 and must complete the Activity by March 31 2012.									
Clause 16.1	Delete existing Clause 16.1 and replace with new Clause 16.1 as follows: Funds of up to a maximum of \$787, 480 shall be paid as an aquittable grant by AusAID in tranches as follows:									
	<table border="1"> <thead> <tr> <th>Indicative Date</th> <th>Tranche Number</th> <th>Amount of Funds</th> </tr> </thead> <tbody> <tr> <td>February 2010</td> <td>1</td> <td>\$150,000</td> </tr> <tr> <td>June/July 2010</td> <td>2</td> <td>\$150,000</td> </tr> </tbody> </table>	Indicative Date	Tranche Number	Amount of Funds	February 2010	1	\$150,000	June/July 2010	2	\$150,000
Indicative Date	Tranche Number	Amount of Funds								
February 2010	1	\$150,000								
June/July 2010	2	\$150,000								

Agreement 53162

Amendment No. 3

	January 2011	3	\$100,000
	June 2011	4	\$100,000
	August 2011	5	\$ 287, 480
		TOTAL	\$ 787, 480

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
4. In all other respects the parties confirm the Agreement.

Agreement 53162

Amendment No. 3

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA by

in the presence of s 22(1)(a)(ii)

s 22(1)(a)(ii)

Signature of FMA Act s44 Delegate

Signature of witness

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name (Print)

Name of witness (Print)

PROGRAM DIRECTOR, HIV & AIDS PROGRAM
Position. Section

SIGNED for and on behalf of Scarlet Alliance, Australian Sex Workers Association s 22(1)(a)(ii)

s 22(1)(a)(ii)

director CEO

Signature of director/company secretary PRESIDENT

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of director (Print)

Name of director/company secretary PRESIDENT (Print)

Agreement 53162

Amendment No. 3

AMENDMENT SUMMARY SHEET

The Funding Agreement has been varied in accordance with the clause headed **Agreements Amendments** of the Funding Agreement on the following dates relating to:

Amendme nt #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit (AUD)	Adjusted Financial Limit (AUD)
1	16 Feb 2011	Extension of agreement end date and increase in value	100,000	400,000
2	9 May 2011	Extension of agreement end date and increase in value	100,000	500,000
3	Aug 11	Extension of agreement date and increase in value	287,480	787,480

Agreement 53162
Amendment No. 04

DEED OF AMENDMENT

between

COMMONWEALTH OF AUSTRALIA

represented by

**The Australian Agency for International Development (AusAID)
ABN 62 921 558 838**

and

**SCARLET ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION
INCORPORATED
ABN 86 612 112 065**

in relation to

**2010 ANNUAL ACTIVITY PLAN AND BUDGET FOR THE
IMPLEMENTATION OF THE NATIONAL STRATEGIC PLAN
AGREEMENT NO. 53162**

Agreement 53162

Amendment No. 04

THIS DEED OF AMENDMENT is made this 28 day of March 20 12

BETWEEN:

The COMMONWEALTH OF AUSTRALIA, acting through the AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT, ABN 62 921 558 838 ("the Commonwealth")

AND

SCARLET ALLIANCE – AUSTRALIAN SEX WORKERS ASSOCIATION INCORPORATED, SUITE 9, 245 Chalmers Street, Redfern NSW, 2016, ABN 86 612 112 065 ("the Organisation").

RECITALS:

A. On 01 January 2010, the Commonwealth and the Contractor entered into Funding Agreement No. 53162 for the provision of services described in the Agreement.

The Agreement has been varied in writing on 16 February 2011, 09th May 2011 and 7th September 2011.

B. The parties have now agreed to amend the Funding Agreement as set out in this Deed.

OPERATIVE PROVISIONS:

1. In this Deed, unless the contrary intention appears, a reference to "the Agreement" is to the Agreement referred to in Recital A.

2. The Agreement is amended as set out below:

Clause 2.2	Delete existing Clause 2.2 and replace with new Clause 2.2 as follows: " 2.2 The Organisation must commence Activity no later than 01 January 2010 and must complete the Activity by 30 June 2012."									
Clause 16.1	Delete existing Clause 16.1 and replace with new Clause 16.1 as follows: "Funds up to maximum of \$845,581 shall be paid as an aquittable grant by AusAID in tranches divided as follows"									
	<table border="1"> <thead> <tr> <th>Indicate</th> <th>Tranche no.</th> <th>Amount of Funds</th> </tr> </thead> <tbody> <tr> <td>February 2010</td> <td>1</td> <td>\$150,000</td> </tr> <tr> <td>June/July 2010</td> <td>2</td> <td>\$150,000</td> </tr> </tbody> </table>	Indicate	Tranche no.	Amount of Funds	February 2010	1	\$150,000	June/July 2010	2	\$150,000
Indicate	Tranche no.	Amount of Funds								
February 2010	1	\$150,000								
June/July 2010	2	\$150,000								

Agreement 53162
Amendment No. 04

	January 2011	3	\$100,000
	June 2011	4	\$100,000
	August 2011	5	\$287,480
	April 2012	6	\$ 58,101
	TOTAL		\$845,581

- The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
- In all other respects the parties confirm the Agreement.

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Contractor by its authorised officer(s).

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA by

s 22(1)(a)(ii)

Program Director
AusAID Port Moresby
FMA Act s.44 Delegate

in the presence of -

s 22(1)(a)(ii)

Name of Witness

Signature

s 22(1)(a)(ii)

Signature of Witness

SIGNED for and on behalf of

Scarlet Australia Sea Workers Association by s 22(1)(a)(ii)
s 22(1)(a)(ii)

Signature of President

s 22(1)(a)(ii)

Name of President

(Print)

Agreement 53162
 Amendment No. 04

AMENDMENT SUMMARY SHEET

The Funding Agreement has been varied in accordance with the clause headed **Agreements Amendments** of the Funding Agreement on the following dates relating to:

Amendment #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit	Adjusted Financial Limit
1	16/02/11	Extension of agreement end date and increase in value	\$100,000	\$400,000
2	09/05/11	Extension of agreement end date and increase in value	\$100, 000	\$500,000
3	07/09/11	Extension of agreement end date and increase in value	\$287,480	\$787,480
4	Mar 12	Extension of agreement end date and increase in value	\$ 58,101	\$ 845,581

FUNDING AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

AUSTRALASIAN SOCIETY FOR HIV MEDICINE INC.

ABN 48 564 545 457

FOR

REGIONAL HIV CAPACITY BUILDING PROGRAM

AUSAID AGREEMENT NUMBER 46806

DEED made 20th day of JULY 2008

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development (“AusAID”) of the Department of Foreign Affairs and Trade, ABN 62 921 558 838

AND

Australasian Society for HIV Medicine Inc. ABN 48 264 545 457 of Level 7, 45-56 Kippax Street, Surry Hills NSW 2010 (the “Organisation”).

RECITALS:

- A. AusAID wishes to provide the Organisation with Funds to undertake an Activity.
- B. The Organisation wishes to accept the Funds subject to the terms and conditions in this Deed.

OPERATIVE:

AusAID and the Organisation promise to carry out and complete their respective obligations in accordance with this Deed including the Deed Conditions, schedules and any annexes contained herein.

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

SIGNED

for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development (AusAID) by

s 22(1)(a)(ii)

s 22(1)(a)(ii)

DIRECTOR GENERAL AusAID

Name and Designation
FMA Act s.44 Delegate

Signature

in the presence of -

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of Witness

Signature of Witness

SIGNED

for and on behalf of

Australasian Society for HIV Medicine Inc. by s 22(1)(a)(ii)

s 22(1)(a)(ii)

CEO

Name and Designation

Signature

By executing this Deed the signatory warrants that he/she is duly authorised to execute this Deed on behalf of the Organisation.

in the presence of -

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of Witness

Signature of Witness

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“**Activity**” means the activity Regional HIV Capacity Building Program described in the Activity Proposal for which the Funds are provided.

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

“**Agreement**” means this Deed including all Parts and any Schedules and Annexes.

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

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

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

“**Deed**” means this Agreement comprising these Deed Conditions, Schedules and any Annexes.

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

“**Funds**” or “**Funding**” means the amount of money as specified in clause titled Funding and Payment of this Agreement that has been approved as a commitment by AusAID subject to the conditions outlined in this Agreement for the Activity.

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

“**Partner Government**” means the Government of the Partner Country.

“**Partner Country**” means the country or countries in which the Activity is to be undertaken in whole or in part.

“**Party**” means AusAID or the Organisation.

“**Prior Material**” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

“**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

“**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 of organisations 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 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the inconsistency.

2. TERM OF THE AGREEMENT

- 2.1 The Organisation must commence the Activity on **25 July 2008** (“Activity Start Date”) and conclude the Activity by **30 June 2011**.
- 2.2 The term of the Agreement concludes when all obligations under it have been satisfied.

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:

AusAID

To: Regional HIV Capacity Building Program Manager
Health and HIV/AIDS Thematic Group

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

Street Address: 255 London Cct
CANBERRA ACT 2601

Facsimile: +61 2 62064634

Organisation:

To: s 22(1)(a)(ii)

Postal Address: Locked Mail Bag 5057, Darlinghurst NSW 2010

Street Address: Level 7, 45-56 Kippax Street, Surry Hills NSW 2010

Facsimile: +61 2 9212 2382

4. BACKGROUND

4.1 In 2006 AusAID developed a *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* with four components:

- (a) Integrating HIV capacity building into bilateral and regional programs;
- (b) Strengthening regional advocacy;
- (c) Facilitating 'south-south' collaboration; and
- (d) Linking Australian HIV organisations with in-country counterparts.

4.2 The Regional HIV/AIDS Capacity Building Program, "the Program" (Annex 1), implements the last of these components. The Program will provide a flexible mechanism to address HIV capacity building needs in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.

4.3 As requested by AusAID on 19 September 2007, a consortium of organisations combined for the purposes of implementing the program and nominated the Australasian Society for HIV Medicine (ASHM) to host the consortium secretariat. The Consortium members include:

- (a) Albion Street Centre (ASC)
- (b) Australasian Society for HIV Medicine (ASHM)
- (c) Australian Federation of AIDS Organisations (AFAO)
- (d) Australian Injecting and Illicit Drug Users League (AIVL)
- (e) Australian Research Centre in Sex, Health and Society (ARCSHS)
- (f) National Serology Reference Laboratory (NRL)
- (g) National Centre in HIV Epidemiology and Clinical Research (NCHECR)

- (h) National Centre in HIV Social Research (NCHSR)
- (i) Scarlet Alliance (Australian Sex Workers Association)

4.4 AusAID entered an initial six month agreement with the Organisation to establish the secretariat and coordinate the development of a three (3) year work plan for the implementation of the Program. The initial agreement ended on 30 June 2008.

5. PROGRAM IMPLEMENTATION

5.1 The Organisation will undertake the following activities:

- (a) Manage the Consortium Secretariat Staff, operations and finances in accordance with the role and responsibilities outlined in Clause 5.2 below and the clauses contained in this Agreement.
- (b) Coordinate the implementation of the Regional HIV Capacity Building 2008-2011 Program, in accordance with the Regional HIV/AIDS Capacity Building Program Design Document (Annex 1), the Consortium Work Plan 2008-2011- Implementation phase of AusAID's Regional HIV Capacity Building Program and the approved annual work plans (Schedule 1 including Year one Annual Plan).

5.2 The Secretariat's responsibilities will include:

- (a) coordination and provision of administrative support to the Program Coordination Committee (PCC);
- (b) administrative support to meetings of the Consortium Members;
- (c) development of policies and procedures related to the functioning and operations of the Consortium and the implementation of the Program;
- (d) contracting the provision of independent financial management services for the program by a Financial Manager;
- (e) devising with the Financial Manager clear guidelines about those charges which can be applied to the Program by any consortium member (see also clause 18);
- (f) negotiation, monitoring and management of contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver agreed activities;
- (g) record maintenance for the Program including: number, type and location of activities funded; outputs and outcomes for each activity; problems faced and how they have been resolved; sex disaggregated data where relevant; and financial expenditure by activity, type and location.
- (h) working with the Consortium members, develop a three year program work plan and annual plans with associated budgets for submission to the PCC for endorsement;
- (i) ensure consultation with AusAID (Advisers, Canberra Program Manager, Country Posts) and other stakeholders on work plan development;

- (j) cooperation with the Technical Advisory Group (TAG), including ensuring that the draft annual work plans, budgets and other relevant reports are provided in a timely fashion to the TAG;
- (k) working with the Consortium members to consider and respond to TAG and PCC recommendations;
- (l) prepare Program progress and annual reports (including financial reports) to be submitted to the PCC for endorsement;
- (m) support to resolve problems and maximise effective collaboration between among Consortium members; and
- (n) monitor and report on changes to the risk environment and the Consortium's proposed responses to identified risks as part of the annual planning process.

5.3 Annually, the outputs summarised below and detailed in clause 16 are required:

- (a) A six monthly narrative and financial progress report.
- (b) An annual work plan and budget for submission to the TAG and for approval by the PCC.
- (c) A June expenditure report and year to date financial acquittal certified by the Independent Financial Manager which will be required prior to new annual funding being released.
- (d) A consolidated annual report and financial acquittal.

6. **PROGRAM COORDINATION COMMITTEE and TECHNICAL ADVISORY GROUP**

- 6.1 A Program Coordination Committee (the "PCC") and a Technical Advisory Group (the "TAG") have been convened by AusAID for the purposes described below.
- 6.2 PCC – The PCC will provide strategic oversight of the Program and approve work plans and associated budgets. It will provide guidance to the Consortium members and the Secretariat, advice on emerging priorities and issues, agree work plans having regard to Program goal, purpose and objectives, and endorse performance reports and financial reports to be submitted to AusAID. The PCC will meet at least annually so as to approve each year's annual plan, and more often if required. For the full PCC Terms of Reference refer to Annex 2.
- 6.3 TAG – The TAG is to provide AusAID and the PCC with independent technical and other advice on any aspects of the Program and to assist AusAID and the PCC to assess the performance of the Services. For the full TAG Terms of Reference refer to Annex 3.
- 6.4 The Organisation through the Consortium Secretariat will organise PCC meetings and pay for all expenses associated with the functioning of the PCC including meeting expenses and Member participation expenses. AusAID will pay for all expenses related to the functioning of the TAG.

- 6.5 The Organisation must:
- (a) attend and participate in the TAG and PCC meetings which AusAID directs it in writing to attend;
 - (b) when required by AusAID, consult with the TAG and PCC on matters related to the Program including:
 - (i) progress and performance of the Program;
 - (ii) any matters, circumstances or events which may be affecting or impacting upon the Organisation's relationship with the partner country, stakeholders, AusAID or the TAG or PCC and suggest actions to avoid or counteract any adverse effects on the relationships;
 - (iii) any matters, circumstances or events which may affect the Program and if there are anticipated or contingent problems or difficulties, suggestions to avoid or counteract those problems or difficulties;
 - (c) co-operate with and assist in any way requested by the TAG and PCC in the performance of its monitoring and review functions;
 - (d) co-operate with and assist the TAG and PCC by providing all necessary information and secretariat personnel and by ensuring secretariat personnel are available and willing to assist in answering inquiries or requests for information in respect of the performance of the Program implementation and management; and
 - (e) provide to the TAG and PCC copies of all reports, notices, information or other Program material which the TAG and PCC reasonably requires to fully and efficiently perform monitoring and review functions as soon as practicable after such material is produced or received by the consortium members or the Organisation.

7. MANAGEMENT ARRANGEMENTS

- 7.1 The Organisation is responsible for managing the Consortium through the secretariat. The Organisation is responsible for the employment of the staff of the consortium secretariat and retaining any agents of the secretariat.
- 7.2 The role of the consortium secretariat is to provide a central coordination point for the Program, enter contracts for implementation of activities, monitor progress and to ensure that the PCC and the consortium members are supported in their work.
- 7.3 The secretariat will be based within the Organisation and will be managed by a Program Director/s. The Program Director/s will lead the secretariat in its duties and other secretariat staff will report to the Program Director/s in the first instance.
- 7.4 The secretariat will liaise with the AusAID Program Manager in Canberra, on behalf of the Consortium, in relation to all aspects of the program and will coordinate Consortium Member communication with AusAID staff in-country.
- 7.5 The secretariat will work with all Program stakeholders to plan and coordinate a mid-term review of the Program for the period November 2009 – February 2010.

- 7.6 The Organisation shall engage an independent financial manager to ensure that the Program meets AusAID financial and project management requirements. The Financial Manager will be contracted by the Organisation and will work with the secretariat and report to the PCC on program financial matters.
- 7.7 The purpose of the Financial Manager will be to oversee the financial accountability of the Secretariat, to monitor all contracting arrangements of the Program and to provide certified financial reports for the program. The Financial Managers responsibilities include:
- (a) Monitoring all contracting arrangements for the Program to ensure financial accountability and transparency, and to ensure that arrangements fulfil the Australian Government requirements detailed in this agreement;
 - (b) Providing financial auditing of the Program overall and to assess and approve Secretariat financial reports and the financial reports received from the Consortium members on their activities; and
 - (c) Conducting independent financial investigations if directed by either the Secretariat or the PCC.

8. GENERAL CONDITIONS

- 8.1 The Organisation must carry out the Activity in accordance with the Activity Proposal, the Regional HIV/AIDS Capacity Building Program Design Document (Annex 1), related documents that are submitted to and approved by the PCC and the terms and conditions of this Deed.
- 8.2 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 8.3 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 8.4 The Funds and any interest earned or exchange rates gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.
- 8.5 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 8.6 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 8.7 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 8.8 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.

- 8.9 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.
- 8.10 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.
9. **DEED AMENDMENTS**
- 9.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 9.2 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 a Deed of Amendment.
10. **PROCUREMENT OF GOODS**
- 10.1 The Organisation must not use Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this Clause, the Organisation shall own the assets acquired by the Funding unless specified otherwise in the Activity Proposal.
- 10.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:
- (a) the goods to be procured are of a satisfactory quality;
 - (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
 - (c) the price paid for goods procured represents value for money;
 - (d) there is open and effective competition in the purchasing process to the extent practicable; and
 - (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.
- 10.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every

twelve months and the results of that reconciliation included in the Annual Reports required in clause titled Reports in this agreement.

11. MONITORING AND EVALUATION

- 11.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

12. INDEMNITY

- 12.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's personnel in connection with this Agreement.
- 12.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 12.1** above for the benefit of each of such persons in the name of AusAID or of such persons.
- 12.3 The indemnity in this **Clause 12** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.
- 12.4 This indemnity shall survive termination or expiration of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation, as well as to the Consortium Members from which the material is derived, a world-wide, revocable, royalty-free licence to use the material.
- 13.2 **Clause 13.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 13.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

14. TERMINATION

14.1 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List or Similar List; or
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

14.2 In addition, either Party may terminate this Agreement by giving to the other a Notice to Terminate in writing stating the reasons for termination.

14.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 14**.

14.4 In the event of any termination, the Organisation 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 Organisation, and return any uncommitted unspent Funds to AusAID.

14.5 In the event that a notice to terminate is given by either Party the Organisation must:

- (a) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
- (b) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the Notice to Terminate.

14.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the Funds.

15. ACCOUNTS AND RECORDS

- 15.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 15.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Activity 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 AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.
 - (d) if requested by AusAID, provide an acquittal, certified by the senior financial officer in the Organisation, of funds spent to date against the budget in the Activity Proposal and;
 - (e) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

16. REPORTS

- 16.1 The Organisation must provide the following reports by the date as indicated:

NO.	DELIVERABLE	DUE DATE
1	Year 1 (2008-2009) six month narrative and financial progress report.	30 January 2009
2	PCC approved year 2 secretariat budget and the annual work plan and budget (2009-2010).	15 June 2009
3	Year 1 (2008-2009) expenditure report and year to date financial acquittal, including year to date acquittals from Consortium Members (against approved project proposals budget total).	15 June 2009
4	Year 1 (2008-2009) annual narrative report and certified statement of expenditure.	30 September 2009
5	Year 2 (2009-2010) six month narrative and financial progress report.	30 January 2010
6	PCC approved year 3 secretariat budget and annual work plan and budget (2010-2011).	15 June 2010
7	Year 2 (2009-2010) expenditure report and year to date financial acquittal, including year to date acquittals from Consortium Members (against approved project proposals budget total).	15 June 2010
8	Year 2 (2009-2010) annual narrative report and certified	30 September 2010

	statement of expenditure.	
9	Year 3 six month narrative and financial progress report.	15 January 2011
10	Final report - narrative report and financial acquittal (2008-2011).	30 September 2011

- 16.2 The Organisation shall submit six month progress and annual narrative reports that:
- (a) review implementation progress to date, providing details of key results and outcomes from activities approved under the annual work plan and with reference to the Program objectives;
 - (b) highlight learning (thematic and operational), management issues (including finance and risk management) and resultant recommendations/implications for the work plan, budgets and Program stakeholders; and
 - (c) outline any changes to the activities or budgets approved by the PCC in the annual work plan.
- 16.3 Within three (3) months of completion of the Activity the Organisation shall submit a final report which provides an outline of the completed Activity and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned.
- 16.4 Attached to the final report will be a statement acquitting all Funds. The statement must acquit the Funds against the Year one budget referred to in the Activity Proposal and the budgets for years 2 and 3 as approved by the PCC. Any unspent Funds, interest earned or exchange rate gains must be repaid to AusAID with the final report and final Fund acquittal. The final Funds acquittal must include details of any interest earned or exchange rate gains on the Funds. The final statement acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be certified by an independent external auditor. The cost of an independent external audit required through this clause may be payable from the Funds.
- 16.5 The final report and attached statement acquitting all Funds should be sent to AusAID Regional Capacity Building Manager, Health and HIV/AIDS Thematic Group, in the following format:
- (a) one bound hard copy; and
 - (b) one electronic version in Microsoft Word.
17. **COMPLIANCE WITH LAWS AND POLICIES**
- 17.1 The Organisation must have regard to and comply with, relevant and applicable laws, regulations and policies, including those in the Partner Country.
- 17.2 The Organisation must use its best endeavours to ensure:
- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and 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 organisations and individuals associated with terrorism.

17.3 If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed in a Relevant List it must inform AusAID immediately.

17.4 The Organisation agrees that:

- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
- (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
- (c) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Fund amounts misappropriated by the Organisation, its agents, representatives or subcontractors.
- (d) The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and shall ensure that its delivery organisations comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

17.5 The Organisation will work with consortium member non-governmental organisations to ensure they are compliant with the Australian Council for International Development (ACFID) code of conduct, as required by AusAID, within 12 months of the execution of this Agreement.

18. FUNDING AND PAYMENT

18.1 Funding up to a maximum of AUD12,201,500 plus GST if any up to a maximum amount of AUD1,220,150 hereafter referred to as the Funds, shall be payable as an acquittable grant by AusAID in annual tranches divided as follows:

Date	Tranche Number	Amount of Funds
1 August 2008	1	AUD4,034,730
1 July 2009	2	Exact amount (AUD) to be specified based on annual plans
1 July 2010	3	Exact amount (AUD) to be specified based on annual plans

- 18.2 Tranche 1 shall be payable by AusAID within thirty (30) days of execution of this Agreement. Subsequent tranches shall be payable subject to PCC approval of the years 2 and 3 work plans and budgets, the provision of a statement of acquittal, against the budget in the Activity Proposal, of 80 % of the previous tranche and subject to satisfactory progress. The statement must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.
- 18.3 Use of funds – The above mentioned funds are not to be used to meet university surcharges. Only legitimate on-costs such as statutory superannuation, worker compensation, insurance and leave loading will be allowable. The Organisation agrees to include this use of funds policy in any agreements between the Organisation and Consortium Members.

Schedule 1

Schedule 1 includes the following documents:

1. Consortium Workplan 2008-2011 – Implementation Phase of AusAID's Regional Capacity Building Program
2. Year One Annual Plan
3. Year One Budget (2008-2009)

Annex 1

AusAID Regional HIV/AIDS Capacity Building Program 2007-2011
Program Design, dated September 2007

**AUSAID REGIONAL
HIV/AIDS CAPACITY BUILDING
PROGRAM 2007-2011**

PROGRAM DESIGN

FINAL

September 2007

Contents

- 1 Program origin and context**
- 2 Situation analysis**
 - 2.1 Rationale for a focus on HIV capacity building
 - 2.2 Targeting of the program to address needs
 - Indonesia
 - Pacific region
 - Greater Mekong region and the Philippines
 - East Timor
 - PNG
 - Technical Support Facility for South East Asia and the Pacific
 - 2.3 Lessons learned
 - 2.4 Options considered and rationale for Consortium model
- 3 The Program**
 - 3.1 Principles
 - 3.2 Goal, purpose and objectives
 - 3.3 Program management
 - 3.4 Monitoring and evaluation
 - 3.5 Resource requirements
- 4 Feasibility, sustainability and risk management**
 - 4.1 Overall feasibility
 - 4.2 Manageability
 - 4.3 Technical feasibility
 - 4.4 Financial and economic feasibility
 - 4.5 Gender
 - 4.6 Factors to promote sustainability
 - 4.7 Risk management

Appendices:

- 1 Draft M&E Framework
- 2 Risk Management Matrix
- 3 AHAPI Projects 2004-2008
- 4 AusAID Regional HIV/AIDS Workforce Capacity Development Strategy
- 5 Capacity Building Activities: Implementation Approach
- 6 Secretariat – Role Description
- 7 Financial Manager – Role Description
- 8 Organisations to be invited to be founding members of Consortium

ACRONYMS

ACFID	Australian Council for International Development
ADB	Asia Development Bank
AHAPI	AusAID HIV/AIDS Partnership Initiative
APLF	Asia Pacific Leadership Forum on HIV/AIDS and Development
APPU	Annual Program Performance Update
ARHP	Asia Regional HIV/AIDS Project
ASHM	Australasian Society for HIV Medicine
ARV	Antiretroviral drug
AIPH	Australia Indonesia Partnership for HIV
ASA	Action to Stop AIDS (FHI Indonesia project)
CBO	Community based organisation
DFID	UK Department for International Development
FHI	Family Health International
GFATM	Global Fund to Fight AIDS, TB and Malaria
HAARP	HIV/AIDS Asia Regional Program
IHPCP	Indonesia HIV /AIDS Prevention and Care Project
MCH	Maternal and child health
NCHECR	National Centre in HIV Epidemiology and Clinical Research
PCC	Program Coordination Committee
PMTCT	Prevention of Mother to Child Transmission
PRHP	Pacific Regional HIV/AIDS Project
SOTS	State of the Sector Reports
SPC	Secretariat of the Pacific Community
TAG	Technical Advisory Group

1. Program origin and context

Australian Aid: Promoting Growth and Stability (the White Paper) emphasises the need for regional approaches to trans-boundary threats, including HIV. The White Paper commits AusAID to strengthening capacity building linkages between Australian HIV organisations and their counterparts in the region. This commitment is intended to further implement *Meeting the Challenge: Australia's International HIV/AIDS Strategy (2004)*, which emphasises capacity building for HIV responses in Asia Pacific as a key priority of the Australian Government.

To provide a framework for implementation of this commitment, in 2006 AusAID developed an *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* (Appendix 4) with four components:

- (i) integrating HIV capacity building into bilateral and regional programs;
- (ii) strengthening regional advocacy;
- (iii) facilitating 'south-south' collaboration; and
- (iv) linking Australian HIV organisations with in-country counterparts.

The HIV/AIDS Regional Capacity Building Program implements the last of these components. The Capacity Building Program will provide a flexible mechanism to fill gaps in the existing HIV response in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008. AHAPI encompasses organisations working in the community, clinical and research sectors (Appendix 3).

The concept for the Program emerged as a recommendation of the *Analytical Report on HIV/AIDS* prepared to inform development of the White Paper¹. A key message from the White Paper consultations was the importance of utilising Australian HIV expertise in a more coherent and strategic manner, to thereby enhance Australia's ability to respond to the workforce development needs of Asia Pacific countries.

After commitment was formalised in the White Paper, AusAID's Health and HIV Thematic Group began scoping the program through consultation internally and with members of the Australian HIV and development sectors.

Internal consultations highlighted the need for much closer coordination of the regional HIV partnerships with AusAID country programs and national priorities, so as to ensure that partnerships complement other AusAID programs, and are consistent with donor harmonisation and alignment principles.

In November 2006, the *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* was distributed for comment to AusAID desks and posts, Australian HIV and development organisations and regional bodies including UNAIDS. A workshop to discuss component

¹ O'Keeffe A, Godwin J and Moodie R (2005) *HIV/AIDS in the Asia Pacific Region: Analytical Report for the White Paper on Australia's Aid Program* Commonwealth of Australia

(iv) of the Strategy was held with selected stakeholders in February 2007. The Program design was then developed by the AusAID Health and HIV Thematic Group, taking into account oral and written feedback received on the Strategy.

2. Situation analysis

2.1 Rationale for a focus on capacity building

There have been major advances in HIV interventions over the last decade. Antiretroviral therapy can dramatically improve the quality of life and increase the life expectancy of people living with HIV. PMTCT programs are highly effective in reducing mother to child transmission. Harm reduction approaches that encompass needle and syringe programs, drug substitution, access to condoms and sexual health services, primary care and peer education can prevent transmission of HIV through injecting drug use. Targeted education and condom promotion in the sex industry can help reverse an HIV epidemic, as has been demonstrated in Thailand and Cambodia.

Despite clear evidence of effective approaches to HIV prevention and care, the epidemic continues to spread across the Asia-Pacific region. The majority of poor people living with or vulnerable to HIV do not have access to prevention, testing, treatment, care and support services. For example, HIV prevention programs reach only 5.4% of injecting drug users in South and South East Asia, and treatment programs only 12% of people requiring ARVs in the Western Pacific.²

One of the major impediments to scaling up HIV related services is the lack of a skilled workforce.³ Countries in the region can only mount comprehensive and sustained responses to the epidemic if supported to skill up key personnel to provide prevention, treatment, care and support services, build the evidence base of approaches that work in each particular country context, and advocate for an appropriate response to HIV.

The need to urgently scale up HIV responses to address unmet needs has been highlighted at numerous international fora, including the 2006 UN General Assembly Special Session on HIV/AIDS. At the Special Session, AusAID committed to the target of universal access to HIV prevention, treatment, care and support by 2010. This Program, together with AusAID's other regional and bilateral HIV programs, is a contribution to supporting our partner governments in the region to progress toward universal access.

2.2 Targeting of the program to address needs

During the design of the Program consideration was given to the workforce capacity needs identified by AHAPI partners in Australia and the region and AusAID's existing HIV programs in Indonesia, the Pacific and countries covered by the HIV/AIDS Asia Regional

² UNAIDS (2005) *A Scaled Up Response to AIDS in Asia and the Pacific* UNAIDS/05.15E

³ WHO (2006) *Taking Stock: Health Worker Shortages and the Response to AIDS* WHO/HIV/2006.05

Program (HAARP) (Vietnam, Burma and southern China, to expand to Cambodia, Laos and Philippines).

The summary below highlights aspects of the current HIV response that confirm the need for a program of capacity building support for the health, community and research sectors in these countries. Careful targeting of the program will be important to ensure that it complements AusAID's other HIV capacity building efforts funded through country and regional programs (including in relation to health systems strengthening and child and maternal health), and to avoid duplicating the capacity building activities of other donors and the UNAIDS Technical Support Facility for South East Asia and the Pacific (which sources short term technical inputs at the request of governments and organisations).

In addition to assessment of country and regional needs, consideration was given to the importance of supporting Australian organisations to coordinate in the planning and delivery of a targeted program of assistance through strategic partnerships. Enabling Australian HIV organisations to collaborate in development and delivery of a coherent program is essential for efficiency and to maximise Australia's contribution to addressing regional capacity development needs.

Indonesia

Indonesia's HIV epidemic is concentrated among marginalized populations, particularly injecting drug users, sex workers, transgender populations (waria) and men who have sex with men. An exception is the generalised epidemic in Papua and West Papua provinces. Both the concentrated and generalised epidemics are expanding and capacity is insufficient to respond to needs. Epidemiology indicates that HIV needs are greatest in Java and Papua/West Papua.

A new National HIV/AIDS Strategy 2007-2010 sets out the Government of Indonesia's priorities. Planning of any new capacity building support needs to occur under the leadership of the National AIDS Commission, and in close consultation with the AusAID bilateral health and HIV program. Planning will also need to take into account capacity building activities funded by USAID (eg FHI/ASA project), the Indonesia Partnership Fund (supported principally by DFID) and the GFATM.

AusAID is designing a program of support to assist the Government of Indonesia to implement the new National AIDS Plan. Capacity building needs in Indonesia were considered during the design of the new Australia Indonesia Partnership for HIV (AIPH) which is a new program of support commencing in 2008 to replace the existing AusAID bilateral project, the Indonesia HIV/AIDS Prevention and Care Project (IHPCP). The new bilateral program will have a narrower technical and geographic focus than the IHPCP, and will primarily focus on the generalised epidemic in Papua, the epidemic among drug users in Java, and the national prisons system.

IHPCP has worked to develop national networks of people living with HIV groups, and has provided grants to NGOs and CBOs, including support to the national organisation Spiritia since 2001. It is unclear the extent to which the new bilateral program will be able

to continue this work and it is considered important that an assessment occur as to how the Regional Capacity Building Program will be able to play a role in contributing to this work. The FHI/ASA project (primarily funded by USAID) has supported a wide range of NGOs and CBOs including sex worker groups and it will be important to liaise with FHI/ASA when planning any new work to develop the capacity of the community sector.

There have been clinical capacity elements within the existing AusAID IHPCP project, delivered in partnership with WHO, FHI/ASA and Australian clinical experts (including Albion Street Centre, Burnet Institute, and ASHM (funded by IHPCP and the AHAPI program)). Capacity building has included pre-service and in-service training for health care workers, supporting referral hospitals to act as training centres and models, working with medical faculties and teaching hospitals, addressing laboratory and pharmacy issues and building community health centre capacity. ASHM has active partnerships with Indonesian health care worker groups including the Indonesian Medical Association which has been assisted in developing an accreditation program for HIV clinicians.

Under the new bilateral program it is unlikely that support will be available to build clinical capacity outside the geographic and technical focus areas of the new program (ie in Papua/West Papua, and treatment services for people who use drugs and prisoners). The Clinton Foundation with support from AusAID has commenced scoping a potential program of activities to build treatment capacity with a focus on Papua.

It is important that an assessment occur as to whether the Regional Capacity Building Program will be able to offer a new program of support for national clinical capacity building eg, by working in partnership with national groups and the key referral hospitals.

Research capacity building has been identified as a priority under the National AIDS Plan 2007-2010 with an emphasis on inter-sectoral and multidisciplinary approaches through developing research networks, establishing technical working groups, and promoting collaboration between research centres, universities and experienced researchers. A research working group of the National AIDS Commission is setting priorities.

Under the new AusAID bilateral program, AusAID will largely withdraw the current support provided by IHPCP to Bali's HIV response except in prisons. The rationale for this is so that the resources of the bilateral program can focus on HIV in Papua, among drug users in Java and in prisons. AusAID is keen however for regional initiatives including the Capacity Building Program to offer new support to Bali province in recognition of the special relationship between Bali and Australia. The Government of Indonesia has indicated enthusiasm for AusAID to continue to support HIV interventions with all risk populations in Bali.

Pacific region (excluding PNG)

HIV prevalence remains low across the Pacific region (apart from PNG) and the epidemic appears to be spreading slowly. Nevertheless, a youthful, mobile population, high rates of sexually transmitted infections and low rates of condom use indicate the need to ensure a workforce capable of supporting expanded prevention efforts as well as offering care for

those diagnosed. Fiji has a relatively high HIV case load compared to other islands states, acts as a regional hub and may require a special focus for capacity building efforts. HIV is primarily transmitted through sex in the Pacific as injecting drug use is rare. A key issue therefore for all Pacific Island countries is integration of HIV responses with efforts to build capacity in addressing sexual and reproductive health needs.

The Pacific Regional HIV/AIDS Strategy is a key reference point for donors and country partners planning new HIV activities.

HIV capacity building activities have been funded primarily through AusAID's Pacific Regional HIV/AIDS Prevention Project (PRHP) (2003-2008), the GFATM and the regional ADB project (ADB Prevention and Capacity Development in the Pacific Project). PRHP is focused on implementing the Pacific Regional HIV/AIDS Strategy and strengthening country capacity to implement National HIV/AIDS Plans. A PRHP grants scheme funds local NGOs and Capacity Development Organisations. The Capacity Development Organisations support smaller, local NGOs and CBOs to implement the grants they receive through the project.

Some work has also been conducted by PRHP in partnership with WHO to build the capacity of health care workers to provide HIV care; however, fundamental services such as ART provision, clinical monitoring, surveillance, PMTCT services and voluntary counselling and testing are still in their infancy. SPC has received support from AusAID, ADB and the Government of France for building surveillance capacity. Under AHAPI, ASHM has provided technical assistance to the Fiji School of Medicine as a regional institution and arranged HIV clinical placements for health care professionals from Pacific Island countries to Australia and NRL has conducted laboratory training in Fiji. ASHM has also supported the establishment in 2007 of the Oceania Society for Sexual Health and HIV Medicine (OSSHHM). PRHP has provided some support for improving epidemiological surveillance capacities.

AusAID is funding a new Australia Pacific Technical College which will provide vocational training in Fiji, Vanuatu, Samoa and Papua New Guinea.

CBOs are poorly developed in the Pacific for people living with HIV, gay men/men who have sex with men, transgender/fa'afafine populations and sex workers. This makes it difficult to develop community based participatory approaches to HIV prevention and sexual health promotion. Sex work is often indirect and transactional rather than brothel based, presenting challenges for reaching women who sell or trade sex with prevention messages, peer education and support.

A review of HIV social research priorities was conducted in 2006-2007 for SPC that made the following observations in relation to research capacity building needs⁴:

- an approach that allows for local ownership and sustainability is needed

⁴ Holly Buchanan-Aruwafu *An Integrated Picture: HIV Risk and Vulnerability in the Pacific. Research Gaps, Priorities and Approaches.* (PhD) February 2007

- the University of the South Pacific (USP) and the Fiji School of Medicine (FSM) are institutions identified as requiring support, as well as NGOs/CBOs as partners in community based research
- it would be useful to have a New Zealand or Australian University and their expertise in HIV related research involved in research capacity building.

Planning for the future of AusAID's support to the Pacific region's HIV response is occurring in close collaboration with SPC and it is anticipated that from 2008 SPC will lead planning and delivery of capacity building efforts aligned with the Pacific Regional HIV/AIDS Strategy.

Solomon Islands is considered particularly vulnerable to HIV given the proximity to PNG, high STI rates, gender inequalities and the poor state of the health sector. AusAID conducted a situation analysis on HIV in Solomon Islands in 2005 which recommended capacity building support targeted at community based prevention responses addressing the HIV and STI needs of vulnerable populations, particularly sex workers and their clients. Planning for any new support for capacity building in Solomon Islands will need to take into account support for prevention and community development already being provided by AusAID through mechanisms such as PRHP, the Australian NGO Cooperation Program and Solomon Islands Community Sector Program. Any new capacity building support for the health sector will need to complement the work being funded through the AusAID/World Bank/Solomon Islands Government Health Sector Support Program which commences in 2007.

Greater Mekong region and the Philippines (HAARP countries)

HIV is rapidly expanding in the Greater Mekong Region due largely to risk behaviours associated with injecting drug use and sex work. Sex between men is also emerging as a key factor driving escalation of the epidemic. HIV related needs are particularly high in Burma, Cambodia and Vietnam. Cambodia has a generalised epidemic which means that married women are increasingly vulnerable to HIV in addition to risk populations such as sex workers and their clients and men who have sex with men. Laos PDR has relatively low HIV prevalence although is at risk of an expanding epidemic as mobility increases across the region and drug use escalates. Philippines also has low HIV prevalence although there are concerns that low rates of condom use and growth in injecting drug use may kick start the country's nascent epidemic.

Australia's current regional HIV program for Asia, the Asia Regional HIV/AIDS Project (ARHP) has undertaken work in China, Vietnam and Burma, focusing on HIV prevention and harm reduction approaches among people who use drugs. ARHP is due to finish in 2007, and a new activity called the HIV/AIDS Asia Regional Program (HAARP) is to commence in July 2007.

HAARP continues the focus on HIV and drug use both at the regional level and at national levels within six countries: Vietnam, Burma, Laos, Cambodia, Philippines and Guangxi Autonomous Region and Yunnan Province of China.

HAARP aims to create a framework that promotes regional cooperation and addresses cross-border issues among AusAID activities, international agencies and NGOs. It also supports the locality-specific and technical aspects of work on HIV associated with drug use within national programs.

A new HAARP Regional Technical and Coordination Unit based in Bangkok is responsible for managing regional activities. The Unit works with multilateral agencies that work on HIV and drug use such as UNODC and WHO, and promotes coordination between donors to maximise effectiveness of efforts to address the HIV related needs of people who use drugs. The Unit provides high-level support and technical inputs as required by AusAID's programs in the six focus countries.

Situation and needs assessments are planned in 2007-2008 to inform the country level activities of HAARP. The findings of these assessments may inform ways in which the Capacity Building Program could offer strategic assistance both through country level and regional activities.

HAARP primarily targets the Government sector and will also provide training of community based out-reach workers. There is scope for the Capacity Building Program to complement HAARP by supporting research capacity relevant to HIV and drug use, focusing on building capacity to deliver HIV treatment and care to people who use drugs, and by targeting the capacity of drug user community sector organisations in peer education and advocacy for policy change and regulatory reform relating to harm reduction and drug use issues.

HAARP focuses its activities on HIV and injecting drug use and not other at risk populations. To mount a comprehensive response to HIV, capacity building activities are required to support responses to the needs of populations such as sex workers and men who have sex with men, and people living with HIV groups. It should be noted that support from other donors is often available targeting these populations. Liaison with other donors particularly USAID and DFID will be important to avoid duplication.

Some community organisations receive capacity building support from regional HIV organisations (such as APCASO and APN+), however these regional organisations are small and their reach is limited due to resource constraints and the breadth of their geographic mandates. The International HIV/AIDS Alliance provides capacity building support for CBOs in Cambodia (in relation to men who have sex with men and people living with HIV), Burma (in relation to sex workers, men who have sex with men and people living with HIV), has a project in Yunnan, and is developing a new Indonesia project and a regional program of support for CBOs through member organisations which act as hubs for regional technical support.

Philippines has a well developed community sector HIV response and opportunities to share lessons regionally on issues such a education and advocacy strategies relating to marginalised populations could be explored.

In Burma a new four year program of capacity building support for HIV and sexual and reproductive health is being funded through AusAID's Program for Humanitarian Assistance in Burma 2007-2012. This will be delivered by Care Australia, Burnet Institute and Marie Stopes International and will address the needs of drug users, sex workers and other vulnerable populations. Burnet Institute and Care have been supporting a range of community organisations and faith based groups to develop skills and expertise in HIV responses targeting vulnerable communities for a number of years.

AusAID has provided some clinical research capacity building support to NCHECR for an ARV research project in Cambodia. HIV research capacity building receives significant support from other donors delivered for example through FHI's country programs and the TreatAsia network of HIV clinical research sites.

Although AusAID has supported some important HIV work in Thailand (eg, through support to Albion Street Centre projects) Thailand will not be a focus for future AusAID support due to its relatively advanced state of economic development. There may however be advantages in including Thailand in program activities to promote learning from the successful aspects of the Thai national HIV response.

East Timor

East Timor has low HIV prevalence and the HIV response is in its infancy. There is a significant level of sexual partner change, high rates of STIs particularly among sex workers, and condom use is low across the population. There are concerns that the epidemic may expand given the very low levels of national capacity to provide basic health and education services and to address HIV and broader sexual and reproductive health needs.

The *National HIV/AIDS and STI Strategy 2006-2010* identifies workforce capacity development needs and recommends that specific training plans be developed on:

- Prevention and education
- VCT
- Clinical Services
- Surveillance
- Strategic Information
- Program Management.

The Strategy notes that immediate needs include sentinel surveillance and behavioural monitoring to inform prevention. Given the low prevalence, prevention is a priority.

AusAID supports development of East Timor's health services particularly for rural populations and has also provided some capacity building support for the HIV clinical response and peer support for people living with HIV under AHAPI. ASHM has collaborated with the National Hospital in Dili and convened a working group on clinical services as part of the development of the National Strategy. Ongoing clinical capacity development needs can be identified in liaison with the Ministry of Health and the HIV Interest Group formed within the East Timor Medical Association.

The community sector HIV response is very fragile and there is an almost total absence of peer education and support services for people living with HIV and marginalised populations, particularly since the USAID supported FHI HIV project ended in 2006. Capacity building support should focus on CBOs with potential to undertake HIV and STI prevention work with most at risk groups that are defined by the National Strategy as sex workers and their clients, men who have sex with men and mobile populations. There is no apparent injecting drug use issue in East Timor.

Papua New Guinea (PNG)

Mounting an escalated response to PNG's generalised HIV epidemic is an Australian Government White Paper priority. The new AusAID-PNG HIV Program 'Sanap Wantaim' has its own Capacity Development Strategy that supports PNG National HIV/AIDS Strategy priorities and targets individuals, organisations, government and civil society, and with a particular focus on building the capacity of the National AIDS Council Secretariat.

Significant resources are available through the PNG program for capacity building support to the health, research and community sectors. AusAID's partnership with the Clinton Foundation provides some capacity building support for HIV treatment and laboratory services.

The PNG program will build NGO networks and support twinning with Australian agencies involving staff exchanges, training partnerships between institutions and establishment of mentoring relationships. AHAPI partnerships have been established to develop capacities in social research, peer education and advocacy for sex workers and people living with HIV, health policy, clinical and laboratory skills. At the end of the AHAPI projects, AHAPI partnerships may be integrated where appropriate into the PNG program.

It is not intended that the Capacity Building Program will fund activities in PNG directly, however services provided by the Capacity Building Program may attract supplementary funding from AusAID's PNG program to support activities that benefit PNG individuals and organisations including PNG participation in regional conferences and training events organised by the Capacity Building Program.

Technical Support Facility for South East Asia and the Pacific (TSF)

The TSF was established in 2006 to support countries in Southeast Asia, the Pacific Islands, China and Mongolia. At the request of countries, business or donors, the TSF sources consultants in the following fields:

- Planning: Strategic and operational planning (situation analysis, response analysis, strategic plan formulation); costing and budgeting
- Communications: Campaigns, media, education, social marketing
- Resource mobilisation and tracking: Global Fund and other proposals; writing, evaluating, crisis management
- Monitoring and Evaluation: M&E design, assessment and problem solving
- Management: Implementation/execution; procurement; financial management; organizational development

- Work with key populations: People living with HIV; women and young people; injecting drug users; men who have sex with men; sex workers; transgender; migrants and mobile populations.

The Facility is managed by the International Planned Parenthood Federation's East & South East Asia and Oceania Region, and AusAID sits on the Facility's Inter-agency Reference Group. TSF also:

- Strengthens country partners' capacity to manage technical assistance
- Offers professional development activities for consultants.

2.2 Lessons learned

The Capacity Building Program incorporates lessons from the substantial capacity building work of AusAID's HIV/AIDS programs in PNG, the Pacific, Indonesia, China, Burma and Vietnam. The design of the Capacity Building Program is also informed by lessons learned from AHAPI, funding for which ends in 2008. AHAPI supports eight projects that involve capacity building partnerships between Australian HIV organisations and similar bodies in the region (see Appendix 3). Lessons learned from AHAPI, identified in consultation with AHAPI partners, ACFID and ASHM's HIV network, include

- Effectiveness of capacity building efforts will be enhanced by coordinating and better targeting efforts where impact will be greatest
- AusAID must utilise Australian expertise in a more strategic and coherent way to complement its existing programs, rather than funding ad hoc, stand alone projects.
- Australian HIV organisations working in the region should align more closely with country priorities and coordinate more closely with other AusAID programs
- The need for flexibility in program design and delivery to match the pace and need of in-country partners
- The need to promote cross sectoral work through linking community organisations, researchers and health professionals, particularly in developing capacity to conduct community based operational research in areas such as adherence support
- The increased willingness of Australian organisations working in HIV in the region to collaborate and coordinate
- The need for a continued focus on areas where Australia has a comparative advantage, including HIV medicine, peer education, social and epidemiological research, advocacy and policy development.

Key lessons learned regarding effective approaches were identified through consultations with Australian HIV agencies experienced in capacity development, analysis of the previous capacity building programs of AusAID and other donors, and drawing from AusAID's statement of *Capacity Development Principles and Practices* (November 2004).⁵ These lessons include:

- It is critically important that programs are needs led. Programs that are supply driven are too often unresponsive to locally defined needs and priorities. Participants in

⁵ Summarised in *AusAID's Capacity building: Lessons learned* (Oct 2006) and *AusAID Internal Brief on Capacity Building* (Oct 2006)

capacity building should be involved in defining needs and priorities and capacity mapping.

- The importance of culturally appropriate responses adapted to local contexts and which work through national systems.⁶
- That capacity building is most effective when it takes place through *long term* partnerships, rather than merely providing short term technical assistance. Follow-up support to organisations and individuals should be factored into programs. Maintaining contact can help those who encounter difficulties in introducing changes in their workplaces, a situation reported particularly by women.⁷ This, too, calls for a long-term commitment by the donor.
- Local leadership and ownership of the change agenda is critical. Leadership should be visible, not just agreements with donors.
- Holistic approaches work best, with attention paid to management and organisational change, not just technical fixes.
- Mobilising existing capacity is often the key challenge for organisations – applying existing capacity in different, more productive ways. There are often under utilised capacities in individuals, organisations and systems that can be used productively. Programs should be informed by capacity mapping to identify strengths as well as gaps and needs⁸
- The need to build on local systems and knowledge, and avoid importing complex, sophisticated systems.
- The pace of change must be in the control of the partner agency, attempts by donors to force the pace undermine ownership and sustainability.
- Planning, coordination and sequencing of activities is important, which should be based on an analysis of the problems, mapping of capacities and coordination of donor efforts.
- Training is important but is maximised when embedded within a broader program of change, and most knowledge for work is best acquired in the workplace by ‘doing’, hence the centrality of ongoing programs of coaching and mentoring.
- The importance of establishing a participatory process through which the key stakeholders can be involved in strategic decisions about capacity development and the necessary changes, the change process, its impact, the risks and the responsibilities of all involved.
- Identifying positive incentives that foster and maintain commitment to the capacity development effort is critical to success. Incentives may come in various forms:
 - official recognition or certification
 - access to personal development and networking opportunities
 - improved workplace conditions
 - support for performance based human resource management practices.

⁶ OECD (2006) *The Challenge of Capacity Development: Working Towards Good Practice* DCD/DAC/GOVNET(2005)5/REV1

⁷ Lessons from USAID’s African Graduate Fellowship (AFGRAD) and African Training for Leadership and Advanced Skills (ATLAS) programs were evaluated over the period 1962-2003: see World Bank Capacity Development Brief No 15 Feb 2006 (World Bank Institute)

⁸ AusAID (2004), *PNG Health Services Support Program, Capacity building plans annual review 2003*

The program also integrates the following lessons learned by AusAID relating to sustainable training approaches⁹:

- Too often training is an exercise in transferring technical knowledge without giving enough attention to ensuring that the methodologies used will be effective in ensuring sustainable learning outcomes. Approaches to training have often ignored expertise in educational psychology and adult learning. Sustainable learning, and the effective application of this learning in the workplace, will occur where the initial focus has been on the establishment of an effective and consistent training method that can be applied to any content. Training will succeed not because of the technical content but because the training has been built around a training method that is grounded in the principles of adult learning.
- The need for training programs to be multifaceted, involving preparation, follow-up, and action plans by which participants in training or other activities commit to transfer the skills or practices they have learned to their own workplace or community.

In terms of clinical capacity building, the following lessons from AHAPI and other donor projects have been taken into account:

- the importance of supporting health care workers to form networks and organisations which allow them to share experiences, discuss training and support needs, and facilitate engagement with policy development processes.
- acknowledging that training efforts require ongoing support, mentoring and infrastructure
- use of targeted work plans based on HIV clinical training needs assessment
- the need for a multi-disciplinary effort¹⁰
- the mutual advantages of fostering partnerships between professional associations in different countries in the region.

2.3 Options considered: Rationale for a Consortium model

The following options for implementing the Program were considered:

Option 1: AusAID provides supplementary funding to key posts to contract technical expertise as and when required.

Under this option, supplementary funding could be provided to AusAID's posts in Indonesia, East Timor and the Pacific, and to the Bangkok post in respect of the Asia regional program. Guidelines could be prepared as to use of the funding for procuring technical assistance for capacity building. Posts would ensure that capacity building priorities complement AusAID's other bilateral and regional health and HIV programs, reflect local needs and are aligned with national priorities. The new Health Resource Centre

⁹ Lessons learned as documented by the AusAID *Indonesia-Australia Specialised Training Project*

¹⁰ International HIV clinical capacity building: lessons learned from the US AIDS education and training centers. Reyes EM, Downer AE. *Int Conf AIDS*. 2004 Jul 11-16; 15: abstract no. E10369

being established by the Health and HIV Thematic Group would provide advice as to where to source appropriate expertise, or posts could access the UNAIDS Technical Support Facility to procure assistance.

An advantage of this model is that it puts control over decision regarding allocation of the funding with the posts. Disadvantages are that:

- fails to focus on further building the relationships established over 4 years through the AHAPI partnerships. There is a risk that instead of promoting long term institutional partnerships, funds would be used in an ad hoc way, or for short term consulting assistance only. This would not be consistent with the policy thrust of the White Paper, which is to provide greater impetus to Australia's response in the region by supporting linkages between Australian HIV organisations and their counterparts in the region.
- this model has no oversight mechanism to ensure that the program as a whole is coherent and strategic from a regional perspective and coordinates efforts to make best use of Australian expertise.

Option 2: AusAID develops an overall workplan in consultation with the Australian HIV sector, then contracts with individual organisations to implement particular activities.

Under this option, the Health and HIV Thematic Group would work with key posts and Australian HIV organisations to identify capacity building priorities. Individual contracts would be entered with Australian organisations that have the expertise in these priority areas, and these organisations would then work with in-country counterparts to prepare annual workplans for approval. A program oversight group would be established to provide advice on coordination and strategy.

This model is informed by AusAID's PNG Church Partnership Program, a collaboration whereby seven Australian faith based organisations strengthen the institutional capacity of their counterparts in PNG. The Australian organisations operate under a broad Charter which articulates the purpose of the program and guiding principles. Implementation is guided by a Charter Group; however each Australian organisation has a separate contract with AusAID and develops its own annual workplan in conjunction with its PNG counterpart.

The advantage of this option is that it maintains some of the flexibility of the approach of individual contracting (as used in the AHAPI program), while enabling strategic planning of activities through the Charter Group or equivalent. Disadvantages are the administrative burden it imposes on AusAID and the fact that it does not encourage Australian HIV organisations to market their skills to the region and other donors in a coherent way.

Option 3: Contract implementation of the HIV/AIDS Capacity Building Program to the UNAIDS Technical Support Facility, AusAID's proposed Health Resource Centre, or similar entity.

An option considered was implementation of the Program through an existing entity, such as those named above. This approach was decided against as the emphasis of the program is on *long term* capacity building and supporting institutional partnerships between Australian agencies and regional counterparts. In this way it is conceptually different from the proposed AusAID Health Resource Centre (which is concerned with knowledge management and providing technical expertise to AusAID) and the UNAIDS Technical Support Facility (which sources short term technical inputs delivered by consultants at the request of partner country governments and organisations, rather than long term institutional capacity building partnerships, twinning and mentoring relationships).

Option 4: AusAID enters a funding agreement for implementation of Program to a Consortium of agencies, working to an agreed workplan.

This option involves AusAID funding a consortium of Australian HIV organisations. A precedent exists in DFID's consortium on "Research and capacity building in reproductive and sexual health and HIV/AIDS in Developing Countries".¹¹ In 2005, DFID called for expressions of interest from consortia with the following features:

- Comprised of 4-6 institutions, but headed by a single organisation;
- Include at least 3 institutions from a developing country and 2 institutions which are well established;
- Have a director who is responsible for management of the Consortium; and
- Advised by an inter-disciplinary Consortium Advisory Group which is independent of the managing institution.

The effectiveness of the consortium approach is dependent on establishing a sound governance structure, working principles and a work plan that are acceptable to all members. A disadvantage is that these processes could be time consuming and detract from the implementation of activities.

In considering options for the formation of a consortium for the AusAID program, the functions required for the program as a whole to work were identified as follows:

- (1) A Program Coordination Committee to oversee implementation of the Program, the primary role of which is to agree a joint workplan for the Consortium, and provide ongoing advice on strategy, program priorities and emerging issues.
- (2) A Secretariat that provides a central coordination point for the Program, enters contracts for implementation of activities, monitors progress and supports the Program Coordination Committee and meetings of the Consortium.
- (3) A financial function that independently audits the finances and monitors contracting arrangements, and feeds this information to the Program Coordination Committee through the Secretariat.

¹¹ <http://www.dfid.gov.uk/research/rpc-guidance.pdf> accessed 15 February 2007

- (4) A Consortium group, which is responsible for collaborative planning and the implementation of activities through its members and partners.

Identifying separate bodies responsible for each of these functions is considered necessary to avoid conflict of interest. Conflicts of interest issues may arise given that the Secretariat is likely to be housed within a member of the Consortium, which could result in a service provider both accounting to and monitoring itself. To address this, it is considered important that financial functions be carried out by another management entity.

As a quality control measure, this option would be enhanced by including capacity for technical review of the workplan by independent HIV experts with knowledge of AusAID policies and programs (e.g a Technical Advisory Group contracted by AusAID).

The Consortium approach is preferable to administering individual grants because it:

- Promotes cross-sectoral collaboration and showcases the Australian partnership approach to planning and delivering HIV services
- Builds on the AHAPI model with enhanced capacity for strategic planning to inform the targeting of effort
- Encourages the HIV sector's participation and ownership of strategic planning for an entire program of work, rather than funding a series of stand alone, ad hoc activities
- Provides Australian HIV organisations with greater flexibility and autonomy in implementing and managing the program, placing less of a burden on the Health and HIV Thematic Group
- Builds on the existing regional relationships of Australian HIV organisations developed through AHAPI and through their other programs supported by private foundations and other donors
- Recognises the increased enthusiasm of Australian HIV organisations that are working in Asia Pacific to work more collaboratively and strategically and to coordinate the use of the resources that they receive from a variety of sources
- Recognises that a consortium is in a much stronger position than small individual organisations to leverage funds from other sources in a competitive international market. Australian expertise has unique strengths and AusAID seeks to establish a sustainable structure through which the sector's capacity building services can be provided to the region.

3. The Program

3.1 Principles

In recognition of the need to address workforce development as a priority to support scale-up for universal access, AusAID will implement an HIV/AIDS Regional Capacity Building Program targeting segments of the workforce critical to a strengthened response.

The Program will work alongside other AusAID programs, other donors, partner country governments and multilateral institutions to bolster the ability of individuals and organisations to respond to HIV. The emphasis is on building the skills and expertise of *people* and *organisations*, rather than providing additional infrastructure or equipment.

The Program will work within the following principles:

- **Alignment** with AusAID programs and national priorities, as defined by national and regional HIV/AIDS strategies, in keeping with the UNAIDS “Three Ones” principles¹²;
- **Sustainability** through long term partnership approaches rather than short term “parachuting in” of experts, by fostering local ownership and leadership and using partner systems and processes as the entry point;
- **Partnerships** including facilitating collaboration between partners in low and middle income countries across the region, encouraging cooperation across disciplines and the participation of people living with HIV/AIDS and other affected communities.

The Program adopts AusAID’s definition of capacity building as the process of developing competencies and capabilities in individuals, groups, organisations and sectors which will lead to sustained and self generating performance improvement. The approach of the Program will acknowledge that capacity exists within partners, and that the program’s role is to help identify, strengthen and maintain capacities. Consistent with AusAID’s gender policy,¹³ the Program will be informed by gender analysis and respond to different issues faced by men and women so that gender equality is promoted.

3.2 Goal, purpose and objectives

The overarching goal of this Program is:

Strengthened capacity of organisations and individuals in the Asia – Pacific region to respond effectively to HIV/AIDS.

The Program’s purpose is:

To foster strategic partnerships and linkages between Australia and the Asia Pacific region that will enable sustained performance improvement for individuals and

¹² One national HIV/AIDS coordinating authority, one national HIV/AIDS plan, one national HIV/AIDS M&E framework

¹³ *Gender Equality in Australia’s Aid Program: Why and How*, AusAID 2007.

organisations working in HIV/AIDS health care, research and community responses.

The Program objectives are:

1. to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services;
4. to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.

Sectoral priorities

The focus is on three segments of the workforce critical to scale-up of HIV responses: health care, research and the community sector. Collaboration between health, research and community sectors will be encouraged. The Program will work across the community/NGO, private and public sectors. Some individuals and agencies with technical roles in the public sector will benefit from the program (eg clinicians and laboratory technicians in the public health system, research institutes, community health centres, STI clinics). However the Program is targeted at improving technical capacity and not intended to focus on Ministerial staff or AIDS Councils/Committees as these are already receiving support from other sources, including AusAID's bilateral and regional programs.

Geographic priorities

Priorities are as follows:

- First order priority will be accorded to activities in **Indonesia** and activities with a regional focus for the **Pacific**.
- In addition to regional Pacific activities, in-country work in the Pacific may include at least Fiji (given the scale of the emerging epidemic and its potential to act as a regional source of assistance) and Solomon Islands (due to the proximity to PNG and under-developed capacities).
- Second order priority will be given to activities that support or complement the activities of the HIV/AIDS Asia Regional Program (HAARP) in **Vietnam, Burma, Laos, Cambodia, Philippines, and Guangxi Autonomous Region and Yunnan Province of China**. Special written permission must be sought by the Secretariat from AusAID prior to engaging in planning or implementation of activities in Burma.

- The Program should at a minimum offer capacity building activities at the regional level for Mekong countries (Vietnam, Burma, Laos, Cambodia), in addition to addressing the first order priorities of Indonesia and the Pacific.
- Consideration will also be given to supporting activities:
 - in HAARP countries, where the activities fall outside the focus on injecting drug use, and
 - in **East Timor**.

This list is not exhaustive and may change over the life of the Program in response to emerging needs.

It is expected all activities in **Papua New Guinea** will be funded through the bilateral HIV/AIDS program, rather than this Regional Capacity Building Program. The provider for the Capacity Building Program will be expected to liaise with the bilateral PNG program to determine whether the latter wishes to contract any services, including involvement in regional activities such as conferences and training events where appropriate.

3.3 Program management

The Program structure comprises five elements:

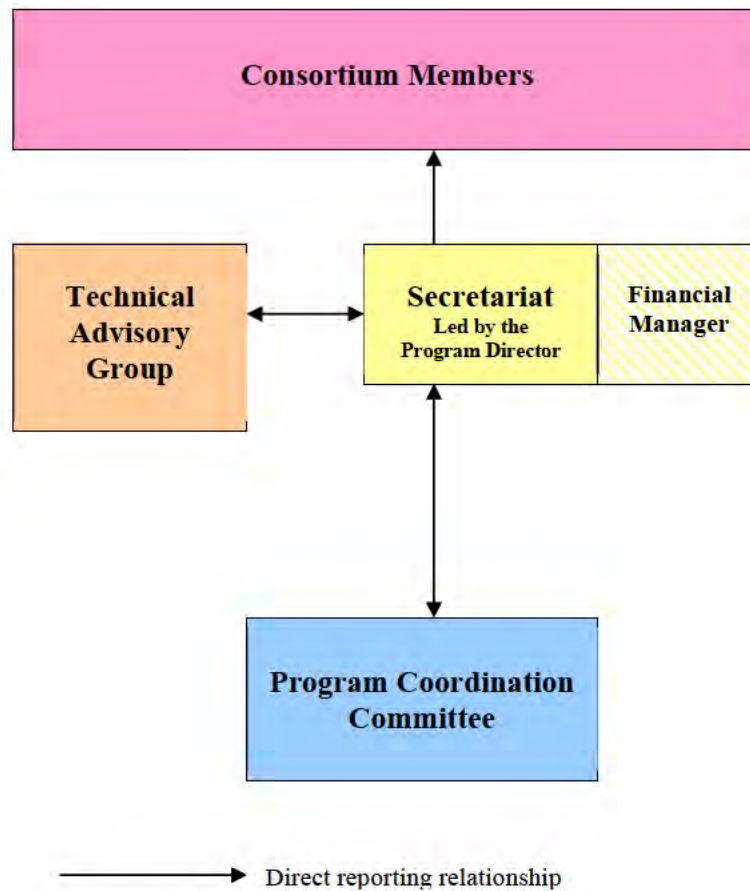
- a Consortium of Australian HIV organisations;
- a Program Coordination Committee (PCC);
- a Secretariat led by a Program Director;
- an independent Financial Manager and
- a Technical Advisory Group (TAG).

The structure is illustrated in **Figure 1** (see below).

Consortium

The primary role of the Consortium is to collaboratively plan and deliver HIV capacity building activities in the Asia-Pacific region that address gaps in the HIV response, with reference to the priorities agreed between AusAID, other donors and national governments. The Consortium will comprise Australian organisations with expertise in HIV and must include members from the health care, research and community sectors. Consortium members must be not-for-profit organisations that do not pay dividends or distribute profits to shareholders, owners or members.

Figure 1: Program Structure



Members of the Consortium must have capacity to work in collaboration with partners in Asia and the Pacific in the health, research and community sectors. It is expected that most activities will be implemented by Consortium members, although some may be sub-contracted to other agencies or individuals with specialist expertise in a particular area.

In addition to implementing the Program's workplan of activities, Consortium members will be engaged in an ongoing process of reviewing performance of the Program and monitoring achievements against the Program Goal, Purpose and Objectives and the overarching Strategy. Consortium members will be invited to provide feedback on draft performance reports prepared by the Secretariat, and will be expected to comment on the achievements and problems identified by the Secretariat and any recommendations that the Secretariat wishes to put to the PCC for consideration. Members will be expected to share information that will be of common benefit to the Consortium. This may include strategic information on emerging issues that may impact on the effectiveness of the Program, which should be shared with other members and provided through the Secretariat to the PCC,

including identification of new risks, anticipated threats/problems or strategic opportunities for maximising Program impact such as new regional partnerships.

The Program's Secretariat will work with the Consortium members to develop a four year outline workplan and detailed annual plans. The collaborative planning process will require Consortium members to engage in dialogue with a variety of stakeholders including partners in the region, AusAID country programs, national HIV/AIDS coordinating authorities and HIV/AIDS projects supported by other donors.

Program Coordination Committee (PCC)

Members of the PCC will be appointed by AusAID. The PCC will comprise:

- no more than three representatives of Consortium members
- independent experts in HIV/AIDS and development, including a Chair who may be drawn from the Asia Pacific region
- a person living with HIV/AIDS
- an AusAID representative
- the Program Director (ex officio, with no voting rights).

The PCC will provide strategic oversight of the Program and approve annual workplans. It will provide guidance to the Consortium members and the Secretariat, advise on emerging priorities and issues, agree workplans having regard to Program goal, purpose and objectives, and endorse performance reports and financial reports to be submitted to AusAID. AusAID will prepare Terms of Reference for the PCC. The PCC will meet at least annually so as to approve each year's annual plan, and more often if required. In the first six months it will meet to approve the four year outline workplan and first year's detailed annual plan.

Secretariat (see Appendix 6 for role description)

AusAID will enter into a Funding Agreement with an organisation to engage a Secretariat to deliver the Program. The Funding Agreement will require the Secretariat to enter contracts to ensure implementation of annual plans agreed by the PCC. The Secretariat's responsibilities will include:

- administrative support to the PCC;
- administrative support to meetings of the Consortium group;
- contracting the provision of independent financial management services for the program by a Financial Manager;
- negotiation, monitoring and management of contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver activities and achieve outcomes described in agreed annual plans;
- working with the Consortium members to develop joint annual plan proposals for submission to the PCC for endorsement;
- cooperation with the TAG including ensuring that draft annual plans and other relevant reports are provided in a timely fashion to the TAG;

- working with the Consortium members to consider and respond to TAG recommendations in consultation with Consortium members;
- support to resolve problems and maximise effective collaboration between partners.

An initial Funding Agreement for the Secretariat will be entered into for the period from signing the contract until the end of the second year of the Program. An extension of the Funding Agreement until the end of the fourth year of the Program may be entered into subject to the findings of a mid-term review (see below) and agreement by AusAID.

The Secretariat will be based within one of the Consortium members or a third party (as agreed by AusAID) and will be managed by a Program Director.

Financial Manager (see Appendix 7 for role description)

The Secretariat will be required to appoint an independent Financial Manager to monitor contracting arrangements and to audit financial reports. Contracts will include specific monitoring and evaluation requirements. Consortium members and other contractors funded to implement activities will be required to provide regular financial reports to the Financial Manager, who will report to the PCC through the Secretariat.

Consideration should be given by the Secretariat to retaining services of a financial management firm that has demonstrated a commitment to HIV/AIDS as a community issue and which may be willing to provide a percentage of services on a pro-bono basis or as an in-kind contribution to the Program.

Technical Advisory Group (TAG)

For each year of the Program, AusAID will contract a TAG to consider the draft annual plan prior to the plan being submitted to the PCC. The TAG will comprise technical experts with knowledge of AusAID policy and programs, and may include an AusAID representative. Draft annual plans and any other documents requested for review (e.g. performance reports, reports on changes to the risk environment) should be submitted to the TAG by the Secretariat at least four weeks prior to the date of the next scheduled PCC meeting. The TAG will report to the Secretariat and may request information relevant to the workplan from the Secretariat and individual Consortium members, and may recommend alterations to the annual plan prior to the submission of the annual plan to the PCC. TAG reports will be made available by the Secretariat to the PCC. If the annual workplan is not altered in accordance with TAG recommendations, the Secretariat should provide a statement to the PCC explaining the reasons for this.

Consortium Proposal

AusAID will invite the Australian HIV organisations identified in Appendix 8 to form a Consortium and submit a joint proposal for AusAID support under this Program. The Consortium may comprise all or any subset of the listed organisations. These organisations are domestic HIV organisations with expertise in health, research and community based or peer led HIV responses. The list includes but is not limited to all of the current AHAPI partners.

AusAID is seeking to support only one Consortium group through this Program.

The Consortium Proposal must identify which of the organisations listed in Appendix 8 have agreed to form the Consortium and demonstrate that members have the expertise, experience and partnerships required to deliver HIV capacity building activities in line with the Program's purpose, objectives, principles and priorities.

The Consortium may define different tiers of membership (e.g. associates) if this clarifies roles. The proposal should describe the Consortium's decision making processes including in relation to membership issues. It is expected that the organisations that are founding members of the Consortium will remain its core members, ensuring that the focus of the program is on regional partnerships formed by domestic HIV organisations with technical expertise in health, research and community sector responses. If the Consortium decides to invite other Australian organisations to be invited to join the Consortium, then a case should be presented to the PCC as to how the organisations' inclusion will enhance the Consortium's overall capacity to deliver the Program. The PCC will then decide whether membership should be expanded as proposed.

A detailed workplan will not be required in the joint proposal. The joint proposal must:

- describe the overarching approach and strategy to be adopted in achieving the Program goal and objectives over the four year life of the Program;
- include a brief outline of the types of activities that Consortium members will engage in, and how the proposed activities will help achieve the Program goal and objectives;
- describe the management requirements of the Consortium including:
 - establishment of a Secretariat (including staffing and operational costs);
 - financial management and administrative systems.
- provide a budget for the Secretariat and any other management costs for the period of the initial Funding Agreement i.e. to 30 June 2009;
- identify the legal entity with which it is proposed that AusAID will enter into a funding agreement (this entity will engage the Secretariat and contract with the implementing organisations); and
- define the process for appointment of the Financial Manager

A Funding Agreement will be entered with the entity hosting the Secretariat to fund costs associated with the Secretariat, Financial Manager and the development of an initial Consortium workplan.

ACFID will have observer status to attend meetings of the Consortium. It is expected that the Consortium will liaise with ACFID as to opportunities for collaboration and avoidance of duplication with its members' activities in the region.

Consortium Four Year Workplan

The Secretariat will work with the Consortium to develop an outline workplan that provides an indication of the activities to be implemented by Consortium members over the four

year period. Once this is approved by the PCC, more detailed annual plans will be developed. To guide development of workplans, Appendix 5 contains an outline of factors that AusAID considers to be important for effective implementation.

The initial workplan development process will entail:

- (i) Consultation with AusAID regarding activities Consortium members and partners could implement to address gaps in the HIV response of priority countries, with reference to the priorities agreed between AusAID, other donors and national governments. Key liaison points for developing initial workplan priorities will include:
 - AusAID's HIV/AIDS Adviser;
 - For Indonesia, the AusAID HIV Program Coordinator working in the Health Unit at AusAID's Jakarta post;
 - For the Pacific region, the SPC's HIV/AIDS and STI Team, the First Secretary at AusAID's Suva post and the AusAID Pacific HIV Program Adviser based in Canberra;
 - For HAARP countries, the HAARP Program Director based in HAARP's Bangkok regional Unit office and the AusAID development counsellor based at the Bangkok post; and
 - For East Timor, the AusAID development counsellor at Dili post.
- (ii) Development of the four year outline workplan identifying the Consortium members responsible for developing more detailed annual plans. A monitoring and evaluation framework should accompany the workplan.
- (iii) Submission of the outline workplan to the PCC. The PCC will consider in assessing the indicative workplan the extent to which activities:
 - align with national priorities;
 - complement existing AusAID programs in priority countries; and
 - respond to needs identified by AusAID desks and posts in priority countries, as well as key partners (e.g. Secretariat of the Pacific Community, National AIDS Councils/Commissions).

Annual Plans

For each year of operations, a detailed annual plan will be developed. This will require liaison and consultation between Consortium members and regional partners, AusAID posts and other entities in-country such as National AIDS Commissions and other donor projects. The annual plans should:

- (i) directly support the overall Program goal and objectives;
- (ii) respond to needs identified by country counterparts and AusAID as priorities for capacity building;

- (iii) have well defined and measurable objectives, outputs and outcomes including a statement of what the activity will deliver and the expected change at the end of the activity and indicators of performance and progress;
- (iii) present an analysis of risks to successful implementation and identify strategies to mitigate and manage risks as appropriate to the context; and
- (iv) be informed by gender analysis so that the program promotes gender equality.

Annual plans should include a detailed workplan, M&E plan and budget (including, in year one, any costs associated with extension of AHAPI contracts if necessary).

Draft Annual Plans must be submitted to the TAG for consideration prior to submission to the PCC (as described above).

The Secretariat will be required to provide consolidated annual plans to the PCC for approval no later than 31 December each year. The PCC may request adjustments to the Plan if necessary.

It is expected that the four year outline workplan, and detailed plans and budget for year one, will be approved by the PCC in a timely manner so as to allow implementation of activities to commence in the first half of the 2008 calendar year.

When each year's annual plan is approved by the PCC, the Funding Agreement between AusAID and the organisation engaging the Secretariat will be augmented so as to fund implementation of the year's planned activities.

If in development of an annual plan the Consortium decides that it is appropriate for other organisations to either be (i) contracted as implementers or (ii) in the case of Australian HIV organisations, to be invited to join the Consortium, then a case should be presented to the PCC as to how the organisation's inclusion will enhance the workplan and/or the Consortium's overall capacity to deliver the Program. The PCC will then determine the issue when approving the workplan, having regard to the Program goal and objectives.

Performance Reports

The Secretariat will provide to the PCC six monthly performance reports and an annual report. The draft reports will be submitted to the Consortium members for comment and to ensure accuracy before submission to the PCC. These reports will include:

- An assessment of key achievements of the Consortium against the four year work plan, with reference to the Program principles including partnerships established and sustainability;
- Details of activities being implemented including evidence that demonstrates how capacity is being built;
- Risks identified that may impede achievement of Program objectives and a risk mitigation strategy;
- Recommendations for the next Annual Plan period;

- Details of expenditure for all activities and the implications for ensuing years;
- Any other information that the Consortium considers will assist the PCC in its strategic oversight role.

In the annual report, the Secretariat (through the Financial Manager) will be expected to provide an audited annual financial statement on Program activities (which includes Secretariat expenditures) for the relevant financial year. This should be submitted with a financial plan outlining (a) the budget for proposed activities; and (b) expected costs of managing the Consortium. The Financial Manager will be responsible for timely preparation of program financial reports.

The PCC may provide comment on progress, annual and financial reports and request further information, and the PCC may require such information as a pre-condition of approving the annual plan.

Conflict Resolution

In the event of any conflict within the Consortium, in the first instance the Consortium should attempt to resolve the matter internally. The Secretariat should assist to resolve such conflicts.

In the event of a conflict that cannot be resolved internally, then the PCC may intervene and may act as mediator to help determine a resolution. If appropriate, the Secretariat can assist or act on behalf of the PCC in mediating any internal conflict between Consortium members.

In the event of a conflict within the PCC that cannot be resolved internally, then the matter will be referred to AusAID for resolution.

3.4 Monitoring and evaluation

The Consortium members, Secretariat, TAG, Financial Manager and PCC all have roles in Program monitoring and evaluation.

M&E Framework and Plans

Appendix 1 provides a draft M&E Framework. This draft should be used as a basis for developing the Program's M&E Framework, which is required to be provided to the PCC with the four year workplan prior to commencement of the Program.

The approved M&E Framework will provide the basis for more detailed annual M&E plans which should accompany each annual plan submitted to the PCC. Annual M&E plans should enable the Secretariat to provide periodic reports to the PCC that focus on key outcomes achieved (rather than only descriptions of inputs or activities).

The M& E plans should include:

- (i) a clear articulation of desired outcomes at the end of each activity, and the

- (ii) quality and quantity of outputs to be delivered;
- (ii) indicators of achievement that are unambiguous and reflect quality, quantity and time elements;
- (iii) a pragmatic method to collect outcome and output information (means of verification).

M&E plans must report on any gender equality outcomes, such as outcomes achieved through promotion of participation of women and men in activities, promoting capacity to address specific gender aspects of the epidemic and addressing gender equity in access to workplaces and services.

The Secretariat will be primarily responsible for monitoring progress against plans. The Financial Manager will be responsible for monitoring contract arrangements, including compliance of Consortium members and sub-contractors with contractual M&E requirements. The TAG will contribute to monitoring of the quality, technical feasibility and coherence of the annual plans.

Records

For the purposes of quality assurance, accountability and reporting, the Secretariat will maintain the following records:

- Number, type and location of activities funded;
- Outputs and outcomes for each activity;
- Problems faced and how they have been resolved;
- Gender disaggregated data where relevant; and
- Financial expenditure by activity, type and location.

Activity completion reports

For all completed activities, the Consortium member or other sub-contractor responsible for implementation will be expected to submit an evaluation report, outlining the activity's outputs and outcomes and how they have contributed to achievement of the overall Program objectives. Assessment of each activity will utilise a mix of qualitative and quantitative methods.

PCC meetings

PCC meetings will provide an opportunity for a regular review of the overall performance of the Consortium, effectiveness of partnerships and relationships with other stakeholders, achievements and challenges, and emerging priorities. The PCC will have regard to performance reports from the Secretariat, as well as any formal or informal feedback provided from Consortium members, Program partners in the region, AusAID programs and other domestic and international stakeholders. The AusAID representative will monitor the effectiveness of the PCC in its strategic oversight role and in the consistency of its decision making with Program goals and objectives.

Mid Term Review

An independent review of the Program will be conducted by AusAID before the end of the Program's second year of operation, to assess:

- The adequacy of progress towards Strategy objectives;
- The efficiency and effectiveness of the Consortium model in delivering the Program, in particular whether the consortium has enabled a more strategic and coherent approach;
- The continuing validity of the Program design, given any changes in the policy and operational environment.

The Review will be wide-ranging and may make recommendations for changes to any governance and implementation arrangements including the roles of the PCC, Secretariat, Financial Manager, Technical Advisory Group and Consortium group. AusAID will take into consideration the findings of the review when determining whether the Funding Agreement with the organisation engaging the Secretariat will be extended to the end of the fourth year of the Program.

End Term Impact Evaluation

An evaluation of the Program will be conducted in the final year of the Program with a focus on the Program's overall impact in contributing to the Program Goal. Terms of Reference for the evaluation will be developed by the Health and HIV Thematic Group.

State of the Sector Reports and Country-level Annual Program Performance Updates

AusAID conducts annual reviews of progress in health and HIV across all of its programs, which are summarised in State of the Sector Reports. The AusAID Health and HIV Advisers will be responsible for monitoring the Program in the context of its contribution to sectoral objectives as reported in the State of the Sector Reports. At a country level, AusAID posts are required to report annually to AusAID's Office of Development Effectiveness through Annual Program Performance Updates, which report on progress in achieving each country program's HIV and health objectives. The Capacity Building Program's activities at country level may be assessed as part of this annual update process.

Ongoing AusAID Monitoring of Consortium Performance

AusAID will use its regular systems to assess the overall performance of the Program, including the effectiveness of the Consortium, PCC, TAG, Secretariat and Financial Manager in providing a framework for delivery of the Program. This will be assessed through AusAID's Quality at Implementation process, which rates the quality of activities according to standard indicators. AusAID's Quality Reporting Systems will monitor implementation progress, achievement of outcomes, quality of monitoring information, risk management, sustainability and gender equality measures.

1.5 Resource requirements

The indicative allocation for the Program over the four year period 1 July 2007 to 30 June 2011 is \$13 million. When a funding agreement is agreed with the organisation hosting the Secretariat, AusAID will define the budget allocation for year one and also provide an indication of the amount expected to be available for the second year, to allow planning of multi-year activities.

Costs of the Program will include the following:

- Funding for implementation of capacity building activities including in-country activities, regional events and production of resources;
- Management and administration of the Consortium, including:
 - Recruitment and salaries for Secretariat staff;
 - Financial management and other management fees;
 - Technical assistance for monitoring and evaluation;
 - Office supplies; and
 - Travel.
- Monitoring and evaluation
- PCC meeting expenses; and
- TAG and Mid Term Review expenses (contracted by AusAID).

4 Feasibility, Sustainability and Risk Management

4.1 Overall Feasibility

This analysis of feasibility is based on AusAID's prior experiences in capacity building, consultation with Australian HIV and development sectors, and knowledge of lessons learned by other donors and multilateral organisations. Together, this input suggests the capacity building program will support an increase in the quality of HIV policies and programs. This is because:

- The model of "organisational twinning" which will be a feature of the Program has been demonstrated through the AusAID HIV/AIDS Partnership Initiative as an effective approach to long term capacity building;
- Australia's expertise in HIV is internationally recognised and has benefited from over two decades of Australian Government investment in developing organisations committed to supporting national approaches to technical excellence in research, health and community responses to HIV;
- Australian HIV organisations must already have strong linkages with partners at the national, regional and international levels if they are to participate in the program.

4.2 Manageability

Consultations with the Australian HIV sector highlighted several concerns with the consortium approach, mainly from the perspective of smaller peer based organisations. These included:

- A consortium may add another layer of bureaucracy through which peer based organisations will need to advocate for the needs of affected communities, as opposed to being able to just do the work. This could have the effect of further marginalising the voices of these communities; and
- The process of negotiating principles and preferred ways of working would be unduly time and resource intensive, and divert resources from implementation.

To address these concerns, AusAID will require the PCC to closely monitor allocation of funds for peer based activities and if necessary to earmark a proportion of funds to these activities. The Technical Advisory Group will also be required to provide advice on quality of peer based activities including adequacy of participation of people living with HIV/AIDS and affected communities in the Program. It is expected that the meetings of the Consortium group, supported by the Secretariat and informed by the strategic guidance of the PCC, will provide a mechanism for planning, coordination, problem solving and dispute resolution as well as information sharing between Consortium members.

AusAID's Health and HIV Thematic Group will maintain oversight of program implementation and provide a first point of contact for the Secretariat and PCC should manageability issues arise that require an AusAID response.

4.3 Technical Feasibility

This Program is focused on developing skills in the health, community and research workforce to deliver HIV related programs and services. A strong emphasis therefore is on technical expertise in aspects of the HIV response. However the way in which the HIV epidemic manifests itself is highly influenced by social, political, economic, gender and legal factors. Activity implementation must take these complexities into account if the Program is to be effective.

Activities funded through AusAID's existing HIV programs including AHAPI have demonstrated that it is possible to transfer technical expertise from Australia to partners in resource poor settings. On this basis, this Program is expected to be technically feasible provided that:

- Consortium members and sub-contractors have sufficient technical *and* cultural competence to implement activities, and are well respected by partners in country;
- The Secretariat and Financial Manager have the skills and experience to manage the program and resolve issues as they arise;
- The TAG and PCC possess sufficient expertise in HIV *and* knowledge of social, political, economic and legal contexts to provide advice and strategic guidance to the Secretariat, Financial Manager and Consortium members in the implementation of activities.

4.4 Financial and Economic Feasibility

There is clear evidence of the serious financial and economic impact of HIV at the individual, community and national level.¹⁴ A program specific cost/benefit analysis has not been completed, as this Program constitutes a relatively small but significant input to the HIV response. If successful in developing local, national and regional capacities, the program will contribute to scaling-up prevention services to the level required so as to have an impact on reducing HIV incidence. The Program will also mobilise civil society

¹⁴ See for example AusAID (2006) *Impacts of HIV/AIDS 2005-2025 in Papua New Guinea, Indonesia and East Timor: Final Report of HIV Epidemiological Modelling and Impact Study* Commonwealth of Australia

responses through targeting key community and professional groups, and enable increased access to prevention, treatment, care and support. Increased community mobilisation and access to essential services can be expected to reduce the social and personal impacts of HIV in the Asia Pacific region, including the financial and economic costs.

Increased local capacity also equips countries to better utilise the funds of other donors (such as the Global Fund to Fight AIDS, Tuberculosis and Malaria) more effectively. Beyond the four year implementation period, it is likely there will be changes in HIV transmission trends and that leadership at national levels will have strengthened in addressing HIV. It is therefore not possible to say if a further commitment will be needed at the end of this four year Program.

4.5 Gender

HIV has a differential impact on men and women, reflecting gender inequalities and different roles and responsibilities in society. For example, women living with HIV may find it more difficult to access appropriate health care services because of financial or cultural reasons. Similarly, women may face significantly more discrimination from health services, their families and communities, and require different forms of peer based support to men living with HIV/AIDS.¹⁵ Women are often blamed for HIV entering families and communities, which may lead to violence directed at women. Women and girls also generally carry the community burden of caring for sick family members and orphans.

Prevention responses must be gender informed to be effective and address socio-cultural factors that shape behaviour. Gender based violence is known to increase the vulnerability of women and girls to HIV/AIDS, and economic factors often determine women's involvement in sex work. Men may also be at enhanced risk of HIV due to gender specific factors such as illicit drug use cultures. Gender is also a major consideration in understanding and addressing the health needs of men who have sex with men and transgender populations, who may be marginalised by dominant cultural concepts of gender norms.

Capacity building activities funded through this Program must take proactive steps to address gender equity, encourage women's participation and ensure services will be of benefit to both women and men. Ongoing gender analysis of the Program and its activities will be ensured through the following mechanisms:

- Gender expertise on the PCC, to ensure a perspective about the impact of activities on women and men is incorporated into the design, implementation and review of the workplan, as well as guidance on priorities given to the consortium;
- Use of specialist gender expertise in conducting the mid term review and Program evaluation.

¹⁵ Asia Pacific Network of People Living with HIV/AIDS and the Global Network of People Living with HIV/AIDS (2004) *AIDS Discrimination in Asia* <http://www.gnpplus.net/regions/files/AIDS-asia.pdf> accessed 5 March 2007

- Inclusion of gender equality indicators in M&E Plans and collection of sex disaggregated data.

A positive outcome for women is expected from the Program. The benefits from the Program of reducing HIV related harm will flow to both men and women, including vulnerable groups such as sex workers. Where appropriate the Program will support development of HIV related skills within sexual, reproductive and maternal health services, of which women and their children are the primary beneficiaries.

4.6 Factors to promote sustainability

The primary purpose of this Program is ensuring sustainability of the HIV response in the region, through the transfer of skills and structures to local counterparts. Mechanisms for achieving sustainability include:

- A four year implementation period allowing long term capacity development partnerships (as opposed to short term training), building on the 3 year AHAPI program;
- The Program's capacity to fund policy and advocacy activities that mobilise and support leaders in community, health and research sectors to strengthen political will and address policy and resource gaps;
- Promotion of partnerships and networks within the region to build capacity and regional cooperation;
- The use of "twinning" arrangements, and a focus on follow up and mentoring, which allow Australian organisations to work intensively with counterparts on a day to day basis to ensure the latter have the knowledge and systems to independently provide high quality HIV prevention, treatment, care and support services; and
- Integration into AusAID bilateral and regional programs, allowing capacity building activities to be linked to other HIV resources and developments.

Australian HIV organisations have pre-existing relationships with partners in the region, including those which developed through the three year *Australian HIV/AIDS Partnership Initiative* (Appendix 3). This new Program is expected to build on these existing relationships, thus increasing the likelihood of sustainability.

Developments in the operating environment, such as the commitments of donors and partner governments to support scale up for universal access to HIV services, increased donor cooperation and harmonisation of programs, and stronger leadership on HIV in many countries in the region bode well for the ongoing sustainability of the skills, structures and services this program will help put in place.

4.7 Risk management

The risk management matrix at Appendix 2 outlines the risks for the Program as a whole. Risk analysis of individual activities will be an essential part of the appraisal and approval of annual plans. The matrix will need to be reviewed at Program commencement to ensure

continued validity. The Secretariat is required to report annually on changes to the risk environment and the Consortium's responses to identified risks as part of the annual planning process.

Appendix 1: DRAFT MONITORING & EVALUATION FRAMEWORK

	Indicators	Means of verification
<p>Goal / Impact</p> <p>Strengthened capacity of organisations and individuals in the Asia – Pacific region to respond effectively to HIV/AIDS</p>	<p>Progress towards universal access to HIV prevention, treatment, care and support services in priority countries (eg. in Indonesia, Pacific, and Mekong)</p>	<p>Country reports from National AIDS Councils/Committees and SPC on progress towards universal access targets</p> <p>Reports from regional civil society, research and health sector bodies on improved availability and access to HIV services</p> <p>UNAIDS, UNODC and WHO data on coverage of programs and service gaps</p>
<p>Purpose / Outcome</p> <p>To foster strategic partnerships and linkages between Australia and the Asia Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.</p>	<p>Number of regional partners (individuals and organisations) in the health, research and community sectors who are enabled to sustain ongoing performance improvement in developing and implementing HIV policies and programs</p> <p>Capacity building partnerships established within the region that are:</p> <ul style="list-style-type: none"> ○ Durable ○ Focussed on areas where skills gaps have been identified ○ Of high technical standard 	<p>Reports from the Consortium's regional partners</p> <p>Reports from national and regional clinical, research and community sector agencies</p> <p>Consortium six monthly reports</p> <p>Reports from National AIDS Committees/Councils and SPC</p>

<p>Objective 1:</p> <p>To develop the capacity of health care workers and their organisations (eg, health services, professional associations) to scale up and manage HIV services</p>	<p>Increased number of health care workers and health service organisations able to provide quality HIV services and to sustain their own performance improvement</p> <p>New or improved systems established for supporting health care workers to improve skills in delivering treatment, care and support services</p> <p>Systems established to monitor and improve quality of testing, treatment and care services, including introduction or improvement of standards for HIV testing and treatment</p> <p>Functioning HIV medical associations networked to each other throughout the region</p> <p>Mentoring relationships established</p>	<p>Consortium reports and partner data</p> <p>Feedback from:</p> <p>National medical/health care worker associations</p> <p>AusAID country and regional programs and national and regional partners eg, APCASO and APN+</p> <p>National HIV/AIDS Councils or Committees</p> <p>National HIV/AIDS Plans</p> <p>Ministries of Health</p>
<p>Objective 2:</p> <p>Develop capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research</p>	<p>Increased number of individuals with technical skills to carry out and disseminate HIV research in the region.</p> <p>Research organisations have systems established to support staff to improve skills in conducting research and to share expertise with other research organisations in the region</p>	<p>Consortium reports and partner data</p> <p>Reports from research capacity building partnerships</p> <p>Reports from National HIV/AIDS Councils Research Committees</p>

	<p>Partnerships and regional networks of researchers established</p> <p>Knowledge management and research dissemination systems established so that locally relevant evidence base can be maintained</p> <p>Increased availability of sound research on which to base HIV policy and programming decisions</p>	<p>Research studies, reports, peer reviewed articles and presentations</p> <p>Presentations to Conferences or peers</p>
<p>Objective 3:</p> <p>To develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services</p>	<p>Number of community sector workers that improve their service delivery, planning and management skills, enabling improved quality and availability of community and peer based prevention, care, support and advocacy services</p> <p>Organisational systems strengthened in community and peer based organisations that focus on the needs of people living with HIV/AIDS and marginalised communities</p> <p>Number and scope of partnerships established between community based organisations addressing similar needs that support exchange of learning and skills</p>	<p>Consortium reports and partner data</p> <p>Reports from peer based capacity building</p> <p>Reports from national and regional NGO/CBO organisations</p> <p>Feedback from AusAID country and regional programs and national and regional partners eg, APCASO and APN+, National HIV/AIDS Councils</p>

<p>Objective 4:</p> <p>To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.</p>	<p>Number and scope of partnerships established between organisations and professionals in Australia and counterparts the region</p> <p>Number and scope of partnerships established between organisations and professionals in low and middle income countries within the region</p> <p>Duration and continuity of partnership arrangements</p> <p>Number and technical focus of professional mentoring and organisational twinning relationships</p> <p>Number and scope of training opportunities and resources produced through partnerships</p>	<p>Reports from Consortium members and regional partners</p> <p>Reports from conferences, training or other partnership events</p> <p>Resources produced through partnerships</p>
--	--	---

Appendix 2 HIV/AIDS Capacity Building Program Risk Management Matrix¹⁶

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
Consortium members unable to agree on priorities and approaches	Consortium comprised of organisations with differing views, expertise and interests	Delays in negotiation of workplan and commencement of activities Some members may “opt out” of involvement in the Program if participation proves too time consuming or difficult	3	4	3	Regular and open consultation facilitated by Secretariat between Consortium members, and between Consortium and PCC Use of TAG and meetings of the PCC to raise and resolve issues TAG and PCC monitor appropriate application of funds including sufficiency of focus on peer based work with PLWHA and affected communities AusAID earmarks funds for the Consortium to receive advice on consortium structure and related	PCC members, Consortium members

¹⁶ L = Likelihood (5=almost certain, 4= likely, 3= possible, 2=unlikely, 1=rare)

C = Consequences (5=severe, 4=major, 3=moderate, 2=minor, 1=negligible)

R = Risk Level (4=extreme, 3=high, 2=medium, 1=low)

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
						legal issues during the initial Consortium inception stage	
Consortium unable to tap into and utilise all the relevant HIV expertise in Australia and the region	Some individuals and organisations have relevant HIV technical expertise that would add value to Consortium activities but are not currently employed by Consortium members	Missed opportunities for effective capacity building and partnership development in priority technical areas	3	3	2	Consortium and PCC scope new partnerships and sub-contract technical expertise if not available from within the Consortium	Consortium members, Secretariat, PCC members
Inadequate coordination with AusAID and with other donors to ensure an integrated response	Tension between priorities of the Program, AusAID desks/posts and other donors	Potential to create duplication and reduce effectiveness of program if it is acting in isolation rather than complementing AusAID programs and the work of other development partners.	3	3	3	Regular and open consultation by Secretariat and Consortium members with AusAID desks and posts and with other donors Program planning and activity approval completed with the investments of AusAID and other donors in mind, as well as the priorities agreed with	Consortium members, Secretariat, TAG members, AusAID

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
						partner country governments.	
Changes in Government policies in Burma	Policy changes could relate to travel, restrictions and constraints on Aid Project implementation	Travel could be restricted for consortium members and Technical Advisers for Burma activities. Government constraints on Program implementation and working relationships with counterpart agencies.	4	4	3	Through liaison with AusAID, Secretariat keeps informed of changes, constantly monitors the situation and reviews management responses	AusAID, Secretariat and Consortium members

Appendix 3 AHAPI Projects 2004 – 2008

National Serology Reference Laboratory, Australia (NRL)

This project funds expansion of NRL's current program of improving quality assurance and laboratory management for HIV diagnostic facilities in the Asia Pacific region.

Albion Street Centre

This project aims to establish a network of HIV/AIDS healthcare workers and institutions across the region to improve occupational safety and minimise the risk of infection from blood-borne viruses.

Australasian Society for HIV Medicine (ASHM)

The project aims to support ASHM's international program that will assist countries in the region to increase their level of clinical knowledge on HIV/AIDS and its treatment and care.

AFAO/ APCASO Leadership and Advocacy Collaboration Project

- Partners: Australian Federation of AIDS Organisations (AFAO) and Asia Pacific Council of AIDS Service Organisations (APCASO)
- Objective: To strengthen the advocacy and leadership capacity and skills of vulnerable communities through HIV community organisations in selected Asian and Pacific countries, and in the APCASO and selected members.

Strengthening the People Living With HIV/AIDS (PLWHA) Response – HIV Peer Support and Capacity Building

- Partners: National Association of People Living with HIV/AIDS (Australian) and Igat Hope Inc (Papua New Guinea); Timor Aid (East Timor); APN+: Asia-Pacific Network of People Living With HIV/AIDS (Thailand)
- Objective: To build the capacity and visibility of PLWHA organisations and groups to develop and sustain HIV positive people for delivering representation and involvement within their country's HIV/AIDS response.

Community Sex Worker Network Response to HIV/AIDS

- Partners: Scarlet Alliance (Australia) and Save the Children PNG
- Objective: To increase the capacity of Papua New Guinea sex workers to develop and implement an effective community response to HIV/AIDS.

The Australia – Thailand HIV/AIDS Nutrition Care, Treatment and Support Partnership Project

- Partners: Albion Street Centre (Australia) and Thai Red Cross AIDS Research Centre, Institute of Nutrition, Mahidol University
- Objective: To develop the capacity of project partners to promote, develop, implement and evaluate nutritional strategies to address the needs of PLWHA in Thailand. The project includes training of Nutrition Educators

Strengthening HIV-related social research capacity in Papua New Guinea

- Partners: National Centre in HIV Social Research (Australia) and Papua New Guinea Institute of Medical Research
- Objective: To strengthen HIV-related social research among PNG tertiary students and other researchers; and to increase understanding of the benefits of HIV-related social research among health workers, policy-makers, NGOs, political leaders, community leaders and members.

Appendix 4

AusAID HIV/AIDS Regional Workforce Capacity Development Strategy HIV/AIDS Taskforce November 2006

1 BACKGROUND AND RATIONALE

There have been major advances in HIV/AIDS interventions over the last decade. Antiretroviral medication can extend the lives of people living with HIV/AIDS dramatically and reduce mother to child transmission. Harm reduction programs can prevent transmission of HIV through injecting drug use *if* injecting drug users have access to them, and condom usage in the sex industry can reverse an HIV epidemic, as has been demonstrated in Thailand and Cambodia.

Despite clear evidence of what works, HIV continues to spread across the Asia-Pacific region. Most recent estimates indicate the majority of people living with or vulnerable to HIV/AIDS do not have access to appropriate prevention, testing, treatment, care and support services. For example, HIV prevention programs reach only 5.4% of injecting drug users in South and South East Asia, and treatment programs only 12% of people requiring antiretrovirals in the Western Pacific.¹⁷

One of the major impediments to scaling up HIV related services is the lack of a skilled local workforce. Countries in the region can only mount comprehensive responses to the epidemic if supported to skill up key personnel to provide prevention, treatment, care and support services, build the evidence base of what works in a particular country context, and advocate for an appropriate response to HIV.

In recognition of this, AusAID will implement an *HIV/AIDS Workforce Capacity Development Strategy 2007- 2011* targeting segments of the workforce critical to a strengthened response to HIV/AIDS. The Strategy incorporates lessons from the substantial capacity building work done through AusAID's HIV/AIDS programs in Papua New Guinea, the Pacific, Indonesia, China, Burma and Vietnam, as well as the *Australian HIV/AIDS Partnership Initiative* (AHAPI).

The Strategy delivers on the commitment made in *Australian Aid: Promoting Growth and Stability* (the White Paper) to build HIV/AIDS capacity in the region, and is in line with the overall goals and objectives of *Meeting the Challenge: Australia's International HIV/AIDS Strategy*. AusAID, through this Strategy, will also assist states in the region to meet the UN commitment to universal access to HIV prevention, treatment, care and support by 2010.

¹⁷ UNAIDS (2005) *A Scaled Up Response to AIDS in Asia and the Pacific* UNAIDS/05.15E

2 GOAL AND OBJECTIVES

The overarching goal of this Strategy is:

To build the capacity of organisations and individuals in the Asia – Pacific region to address HIV/AIDS.

This Strategy focuses on the health care, community and research sectors, which together form the backbone of an effective national response to HIV/AIDS.

Objectives are to build capacity in these sectors to:

- scale up and manage HIV prevention, treatment, care and support services;
- develop and maintain a local evidence base on HIV through social, epidemiological and clinical research;
- advocate for comprehensive HIV policies and programs at the national and regional levels; and
- share expertise and work collaboratively across the region, including through cross-sectoral approaches and “south-south” partnerships.

3 GUIDING PRINCIPLES

This Strategy is underpinned by the following principles:

Sustainability through long term approaches rather than short term “parachuting in” of experts

Partnership including facilitating south-south collaboration and encouraging collaboration across disciplines

Strategic Focus on organisations and individuals best placed to transfer skills to others

Alignment with national priorities, in keeping with the “Three Ones” principles

Harmonisation with other donors

Leveraging of extra investments from other donors

Integration where appropriate of HIV/AIDS with sexual and reproductive health, child and maternal health, and drug use treatment and support services.

4 GEOGRAPHIC PRIORITIES

The geographic focus of the Strategy will reflect overall AusAID policy, as articulated in the White Paper and country and regional strategies, and areas of greatest need. Initial priority will be accorded to **Indonesia** and countries in

Melanesia and the Greater Mekong Subregion. Activities at the regional and sub-regional level will also be supported.

5 STRATEGY IMPLEMENTATION

This Strategy will be implemented through four components:

5.1 Integrating Capacity Building into Key Bilateral and Regional Programs

AusAID HIV/AIDS bilateral and regional programs are being implemented or in the design phase in PNG, Indonesia, China, the Pacific and Asia (encompassing Burma, Vietnam, Laos, China, the Philippines and Cambodia). All of these programs will have capacity building as a significant component of their work.

Capacity building is also supported through funding to accredited Australian development NGOs. In PNG, the Churches Partnership Program is building the capacity of Churches to address HIV as part of a broader program of support. In Burma, AusAID funds Australian NGOs to undertake community based HIV/AIDS and reproductive health activities. In Indonesia, under the AusAID NGO Cooperation Program, AusAID is funding UNICEF Australia to strengthen the capacity of educators in HIV prevention and life skills education.

It is important that HIV capacity building activities are integrated into bilateral and regional health and HIV programs, and managed at country posts if possible. Stand alone projects interfere with a coordinated AusAID response in-country and go against the “Three Ones” principles to which Australia has subscribed.¹⁸

The HIV/AIDS Taskforce will monitor relevant activities undertaken by AusAID programs and those of other donors and national programs, to ensure capacity building lessons are shared across countries. AusAID may fund activities that support consistent uptake of best practice approaches across the region (e.g. under component 4 below), but only if this work is not already taking place at country level.

Specific capacity building activities in the research sector may be linked to HIV research projects funded at the country level and through the proposed AusAID Health and Development Research Initiative¹⁹.

Ongoing liaison and consultation with relevant AusAID country programs is necessary to determine:

¹⁸ Endorsed by key donors in 2004, these are (1) One agreed HIV/AIDS Action Framework that provides the basis for coordinating the work of all partners; (2) One National AIDS Coordinating Authority, with a broad based multisectoral mandate; and (3) One agreed country level Monitoring and Evaluation System. www.unaids.org/en/Coordination/Initiatives/three_ones.asp

¹⁹ AusAID (2006) *Helping Health Systems Deliver: A Policy for Australian Development Assistance in Health* p 31 http://www.ausaid.gov.au/publications/pdf/health_policy.pdf

- The types of capacity building planned in the bilateral/regional programs, and whether they can be complemented by different approaches. Treatment and care services in Indonesia for example could be candidates for long term partnerships or twinning arrangements;
- How AusAID can harmonise its capacity building investments with those of other partners, including DFID, USAID, ADB, GFATM, governments and the SPC;
- If it is more appropriate in certain circumstances to integrate HIV into other health workforce strengthening initiatives, rather than have stand alone, specialist HIV projects. In the Pacific especially, given the low prevalence of HIV and high prevalence of other sexually transmissible infections, it may be more effective to incorporate HIV/AIDS into health workforce training on broader sexual and reproductive health issues.

5.2 Strengthening Regional Advocacy

The 2006 UN Political Declaration on HIV/AIDS commits member states to ensuring universal access to HIV prevention, treatment, care and support by 2010²⁰. Governments have further agreed to set targets in 2006 and review progress in 2008 and 2011.

Australia strongly endorsed the principles of the Greater Involvement of People Living with HIV/AIDS (GIPA) in *Meeting the Challenge: Australia's International HIV/AIDS Strategy*. Recent consultations have also highlighted the need to bolster civil society involvement in promoting universal access in the region²¹. AusAID can play a strategic role in supporting regional advocacy organisations to monitor and evaluate the progress governments in the Asia Pacific are making towards universal access and to advocate for accelerated action.

Through UNAIDS, AusAID funds the Asia Pacific Leadership Forum on HIV/AIDS (APLF) and the Seven Sisters project. The APLF is focused on garnering high level political leadership on HIV/AIDS, while Seven Sisters brings together networks dealing with affected communities such as men who have sex with men, injecting drug users, sex workers, transgender communities, mobile populations and people living with HIV.

Through AHAPI, AFAO and NAPWA are funded to develop the capacity of the Asia Pacific Council of AIDS Service Organisations (APCASO) and Asia Pacific Network of People Living with HIV/AIDS (APN+) respectively.

The primary objective for AusAID in supporting regional advocacy organisations is to assist them, in conjunction with UNAIDS, to hold governments accountable to the universal access commitment. A secondary objective, also tied to the

²⁰ 2006 UN Political Declaration on HIV/AIDS A/RES/60/262 paragraphs 20, 49 and 53

²¹ UNAIDS (2006) *Asia Pacific Regional Consultation on Scaling Up Towards Universal Access to HIV Prevention, Treatment, Care and Support* Pattaya, Thailand, 14-16 February 2006

universal access agenda, is to enable regional bodies to help members at the local and national level to:

- develop policy and advocacy skills;
- build institutional capacity in program planning, governance and financial management; and
- develop resources and provide training on issues such as treatments education, health promotion, counselling and peer support.

Issues to be considered in implementing this component include:

- Whether to support organisations focused solely on the Pacific, as well as Asia Pacific regional bodies, given the social and epidemiological contexts of HIV transmission in the Pacific are different to Asia;
- how to establish sustainable financing arrangements; and
- The suitability of international organisations (eg International Treatment Preparedness Coalition, International HIV/AIDS Alliance or International Community of Women Living with HIV/AIDS) as partners for capacity building on specific issues.

5.3 Facilitating South-South Collaboration

AusAID will also enhance the HIV response in the region through so called “triangular cooperation”, whereby a “northern” (high income country) partner facilitates exchange of expertise between “southern” (low or middle income country) partners²². AusAID has started to do this through the *Asia Regional HIV/AIDS Project*, which encourages discussion and information sharing on harm reduction among officials from Burma, China and Vietnam. Some Australian organisations, such as ASHM, AFAO, NRL and the Burnet Institute, also support such exchanges in their international programs.

The rationale behind south-south collaboration is that southern partners may be better placed than northern ones to build capacity in other resource poor settings. Appropriate southern partners should have experience in political, social, economic and cultural contexts similar to those of the organisations whose capacity they are developing, and may also speak the same or very similar languages.

Other donors have begun to facilitate south-south collaboration on HIV/AIDS. For example, DFID, UNAIDS and GTZ are co-funding the *Latin American HIV and AIDS Regional Programme*, which supports Brazil to share its technical expertise with other Latin American countries. Similarly the *South – South Initiative* of the US Centers for Disease Control enables CDC Brazil to build capacity in Angola and Mozambique.

²² UNDP (2004) *Forging a Global South* www.tcdc.undp.org

There are many local organisations in the region with substantial experience in particular aspects of the HIV response. In scoping potential collaborations, AusAID could focus on, for example:

- **Thailand** for treatment delivery programs and prevention of HIV through sexual transmission;
- **China** for harm reduction (i.e. including needle and syringe programs and methadone maintenance programs); and
- **Indonesia** for harm reduction in prisons specifically. Notably Kerobokan Prison in Bali Province is the first prison in Asia to have a methadone program.

5.4 Linking Australian Organisations with In-Country Partners

This final component aims to bring Australia's technical expertise on HIV/AIDS to the region in a systematic, strategic and cost effective way. It has evolved through consultations which took place during and since development of the White Paper, and will be characterised by the following:

- **Complementarity** with AusAID bilateral and regional programs and the investments of other donors: Additional capacity building work will only be funded under this component if not already covered in the HIV programs of AusAID or other donors. Examples of technical and thematic areas which might be considered gaps in the current response of some countries might include building research capacity (which is not a feature of any AusAID HIV program apart from PNG), long term health workforce development and interventions for specific vulnerable populations such as men who have sex with men.
- **Sustainable long term approaches:** this component will focus on "twinning" Australian organisations and their counterparts overseas. Australian staff members should ideally spend substantial time in country, working alongside counterparts to institute sustainable structures and systems, as well as provide ongoing mentoring. The intention is to move away from short term technical assistance which is neither sustainable nor effective in transferring skills to local counterparts.
- **Comparative advantage:** AusAID will support sharing of expertise in areas where Australia has a comparative advantage. This includes community based prevention, research and surveillance, HIV medicine, treatments education and support, and policy development. Australian organisations can also share experiences in cross-sectoral approaches that partner community, health care, research and government sectors in development and delivery of comprehensive, integrated HIV policy and programs.

It is proposed to fund a consortium of agencies to implement and/or subcontract activities under this component. This approach encourages cross-sectoral collaboration between Australian HIV/AIDS organisations, and the consortium will

also be expected to both include partners from the Asia –Pacific region and to facilitate south-south expertise exchange as part of its program of activities.

A work plan will be developed in consultation with AusAID country programs and taking into account GFATM funded activities and the programs of other donors such as USAID, DFID and the ADB.

A consortium should be better placed than individual organisations to garner support from other sources. Consortium members will be encouraged to seek funds from partner governments, other donors and foundations to subsidise the costs of training programs, ongoing “twinning” and associated long term capacity development activities.

6 MONITORING AND EVALUATION

The majority of HIV/AIDS capacity building work will take place through bilateral and regional programs and therefore be evaluated through country based performance assessment systems. Initiatives which fall outside these programs will be evaluated using multiple approaches, including joint donor reviews, cluster evaluations and quality assurance group assessments.

Overall implementation of the Strategy will be monitored by the HIV/AIDS Taskforce. The effectiveness of the Strategy will be assessed having regard to the extent to which outcomes of activities under the four components realise the Strategy’s aims and objectives. A Mid Term Review will be conducted in 2009 and an impact evaluation of each of the four components conducted in 2011.

Appendix 5

Capacity building activities: Implementation approach

The Program relates both to building the skills and capabilities of *individuals* and to strengthening *organisations* (eg, through improving internal systems and external relationships). The Program will support Australian organisations to partner with individuals and organisations in developing skills, professional and institutional relationships, and sustainable structures and systems. The Program may include a mix of short and longer term activities.

Activities should generally not occur in isolation but be framed within the context of national HIV/AIDS priorities and the development of long term capacity building relationships which will support countries to meet these priorities. These relationships will facilitate follow-up and exchange of learning after training or other targeted events, and identification of emerging needs and appropriate responses. It is expected that these relationships will not only build the capacities of in-country partners but also enhance the capacity of the providers of program services in achieving sustainable outcomes.

As the Program seeks to provide broad geographic coverage with limited resources, activities are expected to be identified that have wide reach or cascading impacts such as regional training events, supporting regional hubs of expertise, production of regional resources and development of partnerships with organisations that have national or sub-regional mandates. Implementing partners should have expertise in capacity building methods including how to secure local leadership and ownership of the change agenda.

By way of example, the following types of activities may be considered appropriate:

- Formalising and maintaining relationships and exchange with like-minded organisations at a country and regional level, including facilitating collaboration and exchange of information between organisations based in the region
- Supporting attendance at Australian and regional conferences and events, with structured sessions set aside for networking and the development of initiatives
- Delivery of targeted training or ‘train the trainer’ courses relating to the areas of expertise of Australian organisations in response to requests or training gaps
- Follow-up after training, and ongoing mentoring and networking
- Collaborating on development of training and technical resources, guidelines and educational curricula
- Providing policy development and technical advice.

Workplan proposals should:

- demonstrate how capacity of partners will be developed, in areas such as:

- epidemiological, social, behavioural, economic or clinical research;
 - HIV and STI medicine, laboratory technical skills and transfer of medical technologies;
 - HIV prevention, treatment, care and support;
 - HIV prevention, health promotion and peer education for people living with HIV/AIDS, sex workers and their clients, people who inject drugs and their sexual partners, transgender populations and men who have sex with men; and
 - advocacy and policy development.
- be informed by gender analysis and address integration where appropriate of HIV services with sexual and reproductive health services, child and maternal health services, and primary health care services for people who use drugs.

The Program is one contribution to capacity development and is not intended to exclude use by AusAID of other Australian and international entities to provide capacity building support to the region's HIV responses, consistent with the overarching Workforce Capacity Development Strategy. Activities will align with national and regional priorities and complement other AusAID bilateral and regional HIV programs in PNG, Indonesia, China, East Timor, the Pacific and Asia Region (China, Burma, Laos, Philippines, Vietnam and Cambodia).

Links should also be made where relevant with AusAID's health systems strengthening and child and maternal health activities, projects funded through the Health and HIV Research Program, and Australian Scholarships including Australian Leadership Awards, which provide scholarships and fellowships for study, research and professional attachment programs delivered by Australian organisations.

Appendix 6

Secretariat – Role Description

Background: A Secretariat will be engaged to provide a central coordination point for the Program, enter contracts for implementation of activities, monitor progress and to ensure that the PCC and Consortium are supported in their work.

Purpose of the Secretariat: To play the central role in managing the program on a daily basis, and to help deliver the Program under the PCC's direction and guidance. The Secretariat will be led by a Program Director.

Responsibilities: AusAID will enter into a Funding Agreement with an organisation to engage a Secretariat that will:

- provide administrative and secretariat support to the PCC;
- provide administrative and secretariat support to meetings of the Consortium group;
- facilitate the oversight role of the PCC;
- manage the contracting of and monitoring of program activities;
- ensure consultation with AusAID (Advisers, Desks, Posts) and other stakeholders on program activities;
- contract the provision of independent financial management services for the program by a Financial Manager;
- negotiate and manage contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver activities described in agreed workplans;
- prepare program progress and annual reports to be submitted to the PCC for endorsement;
- work with the Consortium members to develop joint budgeted annual plan proposals and M&E plans for submission to the TAG for review and the PCC for endorsement;
- work with the Consortium members to consider and respond to TAG recommendations in consultation with Consortium members;
- provide support where appropriate to resolve problems and maximise effective collaboration between partners.

Reporting: A Program Director will lead the Secretariat in its duties and will be the Secretariat Manager. Staff of the Secretariat will report to the Program Director in the first instance.

Appendix 7

Financial Manager - Role Description

Background: In order to ensure that the Program meets AusAID financial and project management requirements, an independent financial manager will be engaged by the Secretariat.

Purpose of the Financial Manager: To oversee the financial accountability of the Secretariat, to monitor all contracting arrangements of the Program and to provide certified financial reports of the program.

Responsibilities: The Financial Manager will:

- monitor all contracting arrangements for the Program to ensure financial accountability and transparency, and to ensure that arrangements fulfil Australian Government requirements;
- provide independent financial auditing of the Program overall and to assess and approve the financial reports received from the Consortium members on their activities. Certified audit reports will be required to be submitted with annual reports; and
- conduct independent financial investigations if directed by either the Secretariat or the PCC.

Reporting: The Financial Manager will be contracted by the organisation hosting the Secretariat and will report to the Secretariat. The position will ultimately report to the PCC on program financial matters, through the Secretariat.

Appendix 8

Organisations to be invited to be founding members of Consortium

Albion Street Centre

Australian Federation of AIDS Organisations (AFAO)

Australian Research Centre in Sex, Health and Society (ARCSHS)

Australasian Society for HIV Medicine (ASHM)

Australian Injecting and Illicit Drug Users League (AIVL)

National Association of People Living with HIV/AIDS (NAPWA)

National Reference Laboratory (NRL)

National Centre in HIV Epidemiology and Clinical Research (NCHECR)

National Centre in HIV Social Research (NCHSR)

Scarlet Alliance

Annex 2

Terms of Reference: Program Coordination Committee (PCC)
(Regional HIV/AIDS Capacity Building Program)

Terms of Reference: Program Coordination Committee (PCC) Regional HIV/AIDS Capacity Building Program

Background:

The Regional HIV/AIDS Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, East Timor, the Pacific, the Greater Mekong, China and the Philippines. The Program will provide a flexible mechanism to add value to the existing HIV response in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.

The Program goal is strengthened capacity of organisations and individuals in the Asia– Pacific region to respond effectively to HIV/AIDS. The program focuses on three sectors: health services, community and research.

The purpose of the program is to foster strategic partnerships and linkages between Australia and the Asia-Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.

The four Program objectives are:

1. To develop the capacity of **health care workers** and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. To develop the capacity of **researchers** and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. To develop the capacity of **community organisations** and community sector workers to scale up and manage community and peer based HIV services;
4. To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.

The management structure of the Program comprises of five elements: a consortium of Australian organisations, a secretariat led by a program director, a program coordination committee, a technical advisory group and an independent financial manager.

The Program will be implemented by the consortium member organisations, through the consortium secretariat, who will work collaboratively to achieve the program objectives. The consortium has agreed that the Australasian Society for HIV Medicine (ASHM) will host the secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Consortium member organisations include:

1. Albion Street Centre (ASC)
2. Australasian Society for HIV Medicine (ASHM)
3. Australian Federation of AIDS Organisations (AFAO)

4. Australian Injecting and Illicit Drug Users League (AIVL)
5. Australian Research Centre in Sex, Health and Society (ARCSHS)
6. National Serology Reference Laboratory (NRL)
7. National Centre in HIV Epidemiology and Clinical Research (NCHECR)
8. National Centre in HIV Social Research (NCHSR)
9. Scarlet Alliance (Australian Sex Workers Association)

Note: The National Association of People Living with HIV/AIDS (NAPWA) whilst not a consortium member, will be involved in the program through provision of advice and services as agreed with the consortium and through nominating a PLWHA to participate in the Program Coordination Committee.

Scope and Timeframe

The Program commenced in January 2008 with a six month work plan development phase and will then enter a 3 year implementation phase from July 2008 to June 2011.

The first Program Coordination Committee will be convened in June 2008 in order to review and approve a three year work plan, and the work plan and budget for the first year, July 08 – June 09.

A mid-term review is scheduled to take place during the 2nd year of implementation (November 2009) that would make recommendations regarding the future of the program for the 3rd year and beyond. The PCC will play a role in shaping the focus of this review, assessing results and making decisions based on the review team's recommendations.

The design of this Program around a Consortium model for implementation represents a new approach and has associated opportunities and challenges. The Program's objectives are broad and ambitious. There is a risk that some program objectives will only be partly or inconsistently achieved within a three year timeframe. Acknowledging that capacity building requires a long-term approach, the PCC will monitor progress towards the goal and objectives, assessing the appropriateness of the model and making recommendations regarding the strategic direction of the Program based on wider developments in the sector.

Role and responsibilities of the PCC:

Constituted by AusAID, the main role of PCC is to provide strategic direction and oversight of the Program and approve annual work plans and budgets. The PCC is not intended to be a representative body.

PCC responsibilities:

- To review and approve the 3 year program work plan and budget, and each annual plan and budget having regard to the Program goal, purpose and objectives.
- To review and endorse key program policy documents (e.g. risk management strategy, GIPA policy, gender plans, monitoring and evaluation framework.)
- To monitor and assess outputs and outcomes of the Program.
- To review and endorse program reports (Annual narrative and financial reports, evaluations, reviews or performance assessment reports.)

- To provide feedback, guidance and advice to the consortium members and the secretariat on emerging priorities and issues and promote program learning and improvement.
- To assist in identifying and resolving problems.

The PCC may provide advice and recommendations to AusAID, the Secretariat and Consortium Members on:

- **Contextual developments and alignment** - Issues and developments in the region. Alignment with AusAID policy / programs and national priorities.
- **Design** - Relevance / appropriateness of program structure or other aspects of design.
- **Implementation** - Appropriateness of institutional arrangements, activity management, reporting and monitoring. Identification of problems, constraints and solutions.
- **Performance** - Likelihood of the program meeting its objectives in the scheduled timeframe with the allocated budget. Performance of Secretariat / TAG / Consortium and its member organisations. Measures to enhance value for money.
- **Sustainability** of outcomes and program strategy. Ownership and approach to capacity development.
- **Risk Management** - Identification and management of risks.
- **Partnerships** - Quality of relationships amongst stakeholders including regional partners, cooperation across disciplines / sectors.
- **GIPA and involvement of affected communities** - Approach, implementation and monitoring and evaluation.
- **Gender** - Approach, including monitoring and evaluation of gender equality outcomes.
- **Learning and continuous improvement.**

The main mechanism for carrying out this role will be annual PCC meetings to monitor the program and review and approve key program documents. The first PCC meeting will be held in June 2008. The PCC may be consulted periodically on specific issues or to review specific documents between annual meetings if requested by AusAID. Additional PCC meeting may be scheduled if required.

PCC Membership:

The PCC will comprise of 8 – 10 members selected for their ability to make an authoritative contribution to the Program.

The Executive Officer to the PCC will be the Program Director of the Consortium Secretariat who will have an Ex-Officio (no voting rights) position on the PCC. The PCC will comprise of:

- up to three representatives from Consortium member organisations representing health, community and research sectors. (These PCC Members will be nominated by the Consortium and can be rotated over the life of the program. To avoid conflict of interest issues Consortium PCC Members will have no voting rights);
- independent members with expertise in HIV/AIDS and development including a Chair Person who may be drawn from the Asia-Pacific region. (Experts should include people with expertise relating to GIPA, affected communities and gender);
- a person living with HIV/AIDS (to be nominated by NAPWA);
- an AusAID representative; and

- the Program Director (ex officio, with no voting rights).

PCC member duties include:

- reviewing all relevant background documents;
- attendance and active participation in PCC meetings. (Face to face where possible); and
- providing timely reasons, comment or information relating to decisions made during the meeting.

PCC members will be selected based on the following criteria:

- technical knowledge of HIV responses of the three program areas (health, community, research sectors);
- knowledge of the countries that are the focus of the program;
- knowledge of AusAID policies and programs; and
- availability to participate in the PCC for a 2 year term (this does not apply to Consortium Members).

PCC Governance

One of the independent experts will be appointed to chair the PCC. The AusAID Representative will have the deputy chair role. Chairs will be supported organisationally by the Secretariat.

The PCC is a forum for robust discussions focused on strategy, program outcomes and value for money. The PCC will aim for a consensus decision making model however to avoid conflict of interest, if consensus cannot be achieved final voting rights are only held by the Independent (Non-Consortium) Members of the PCC.

A minimum of 3 voting PCC Members (including AusAID) in attendance is required for a decision to be passed.

Code of Conduct

It is expected that Members of the PCC will:

- declare any conflicts of interest associated with their participation in the PCC and decision making;
- allocate the time required to effectively prepare for PCC meetings (read / review documents) and follow-up on agreed items;
- actively participate in PCC meetings in a collaborative and respectful manner; and
- maintain confidentiality as it applies to all written and verbal information they are exposed to in their role as a PCC Member. Information may be shared outside of the PCC only where it has been agreed by all PCC Members.

Management and Reporting

The Secretariat will organise PCC meetings and assume all costs associated with the PCC functioning. The Secretariat will work with the PCC Chair and AusAID to develop PCC meeting agendas and will facilitate communication between the PCC Members. The Secretariat Staff will take and distribute minutes to document outcomes from PCC meetings.

PCC Members may be asked to provide written feedback following PCC meetings as agreed with AusAID and the Secretariat.

Annex 3

Terms of Reference: Technical Advisory Group (TAG)
(Regional HIV/AIDS Capacity Building Program)

Terms of Reference: Technical Advisory Group (TAG) Regional HIV/AIDS Capacity Building Program

Background:

The Regional HIV/AIDS Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, East Timor, the Pacific, the Greater Mekong, China and the Philippines. The Program will provide a flexible mechanism to add value to the existing HIV response in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.

The Program goal is strengthened capacity of organisations and individuals in the Asia– Pacific region to respond effectively to HIV/AIDS. The program focuses on three sectors: health services, community and research.

The purpose of the program is to foster strategic partnerships and linkages between Australia and the Asia-Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.

The four Program objectives are:

1. To develop the capacity of **health care workers** and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. To develop the capacity of **researchers** and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. To develop the capacity of **community organisations** and community sector workers to scale up and manage community and peer based HIV services;
4. To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.

The management structure of the Program comprises of five elements: a consortium of Australian organisations, a secretariat led by a program director, a program coordination committee, a technical advisory group and an independent financial manager.

The Program will be implemented by the consortium member organisations, through the consortium secretariat, who will work collaboratively to achieve the program objectives. The consortium has agreed that the Australasian Society for HIV Medicine (ASHM) will host the secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Consortium member organisations include:

1. Albion Street Centre (ASC)
2. Australasian Society for HIV Medicine (ASHM)
3. Australian Federation of AIDS Organisations (AFAO)

4. Australian Injecting and Illicit Drug Users League (AIVL)
5. Australian Research Centre in Sex, Health and Society (ARCSHS)
6. National Serology Reference Laboratory (NRL)
7. National Centre in HIV Epidemiology and Clinical Research (NCHECR)
8. National Centre in HIV Social Research (NCHSR)
9. Scarlet Alliance (Australian Sex Workers Association)

Note: The National Association of People Living with HIV/AIDS (NAPWA) whilst not a consortium member, will be involved in the program through provision of advice and services as agreed with the consortium and through nominating a PLWHA to participate in the Program Coordination Committee.

AusAID will contract a TAG of 2 – 3 people on an annual basis. The TAG terms of reference may vary slightly from year to year dependant on the stage in the program cycle, emerging strategic issues and the needs of the PCC. These Terms of Reference are for the period May - June 2008.

Role, function and approach of the TAG:

The TAG is an advisory, not a decision making body. The role of the TAG is to provide independent technical, managerial and institutional advice to the Secretariat and the Program Coordination Committee (PCC) on Program implementation. The TAG will play a quality assurance function within the Program management structure.

Each year, the TAG - consisting of 2-3 people - will provide an independent assessment of the Consortium's annual reports, work plan and budget (and other key program documents as required) and provide recommendations and advice to both the Secretariat and the PCC aimed at improving program quality and coherence and highlighting strategic issues. Over the life of the Program, the TAG will play a key role in monitoring Program input, output and outcome levels.

The approach of the TAG to working with key program stakeholders should be frank, open, supportive and transparent whilst maintaining its independence. The TAG should engage constructively with the Consortium (and other stakeholders) and allow space for discussion, exploration of new ideas and clarification.

Objectives of the TAG:

- 1) To assess the quality and coherence of the Program work plan and budget including the strategic fit and alignment with:
 - the program goal, objectives, principles (Alignment, Sustainability & Partnership¹) and geographic priorities;
 - the relevant country contexts and national plans;
 - and AusAID's strategies, work and priorities.
- 2) To assess the technical merit of the activities and approaches detailed in the work plan including the degree to which they reflect effective evidence based approaches to HIV prevention, treatment, care and support.

¹ Refer to section 3.1 'Principles' on page 19 of design document

3) To provide relevant technical, managerial and institutional advice and recommendations to the Secretariat and the PCC aimed at improving Program quality and coherence and highlighting the key strategic issues for ongoing discussion and monitoring.

Scope of the assignment:

Acknowledging that the Consortium member organisations are technical leaders in their fields, the TAG's role is to ensure contestability in relation to the technical merit of approaches and activities outlined in the plans. The TAG should focus advice and recommendations on areas that will add most value to / improve the program. It is envisioned but not assumed that the TAG's assessment, advice and recommendations will focus on the key issues of alignment, sustainability (including ownership), partnerships (including evidence of collaboration), cross-sectoral linkages and mechanisms to enhance value for money.

It is within the scope of the TAG to provide advice and recommendations on:

- **Contextual developments and alignment** - Issues and developments in the region as they related to the program and proposed activities. Alignment with AusAID policies and programs and national priorities. Flexibility and adaptability to address emerging issues that may influence the implementation of the Program.
- **Design including monitoring and evaluation** – Logical and strategic links between the program goal, objectives, proposed activities, outcomes and the monitoring and evaluation framework including indicators and techniques to measurement of the effectiveness of the Program. Evidence of a needs led approach.
- **Implementation** - Appropriateness of institutional arrangements, activity management, reporting and monitoring. Identification of problems, constraints and solutions.
- **Budget** - Measures to enhance value for money across the program.
- **Sustainability** of outcomes and program strategy. Evidence of and opportunities for local ownership, leadership and use of partner systems and processes as the entry point. Evidence that approach to capacity development that reflects lessons learnt – refer section 2.2, page 13, of design document.
- **Risk Management** - Identification and management of risks.
- **Partnerships** - Quality of relationships amongst all stakeholders (Consortium members, national and regional partners, AusAID & other donors, National AIDS Committees). Evidence of and opportunities for cooperation across disciplines / sectors.
- **GIPA and involvement of affected communities** - Approach, implementation and monitoring and evaluation.
- **Gender** - Approach, including monitoring and evaluation of gender equality outcomes.
- **Learning and continuous improvement.**

Attached for the TAGs reference are the Australian Aid Quality Principles, [Attachment 1](#).

Duration and phasing:

The May / June 2008 TAG review process will take place in two phases and involve a core team of two consultants contributing working 10 days each.

Phase 1: Initial assessment of work plan and budget, feedback and recommendations to stakeholders

5 May - 16 May (Approximately 5-7 days work) - By 5 May the Consortium Secretariat will provide the TAG with the key documentation so they can start their assessment. The TAG will consult with AusAID, the Secretariat and other stakeholders as required to inform their assessment. The TAG will then provide initial written feedback and recommendations to the Secretariat and AusAID by 19 May. Based on the feedback, the consortium will be invited to revise and adjust activity proposals, the work plan and budget.

Phase 2: Final assessment for PCC

30 May - 6 June (Approximately 3-5 days work) - On 28 May, the Consortium Secretariat will send final versions of the documents to the TAG and the PCC. The TAG will conduct a final assessment noting the changes and prepare their final report and recommendations for PCC by Tuesday 3 June. The PCC will meet on 6 June to review the work plan and budget, consider the TAG recommendations and approve plans for implementation.

Phase 3: Additional advice and guidance

In line with objective 3 in these terms of reference, the TAG may be called upon in 2008 to provide additional advice / guidance related to emerging priorities or issues following the submission of a final report to the PCC. Any additional TAG work will be based on need as identified by AusAID, the Secretariat and / or the PCC. Up to 5 additional days may be agreed between the TAG and AusAID.

Methodology:

- Background reading – TAG provided with key program documents (Workforce Capacity Development Strategy, Program design document, Consortium Proposal, Quality at Entry Report.)
- Meetings with AusAID & Secretariat Staff to discuss the terms of reference and seek clarification where necessary. Appoint TAG team leader to coordinate and lead the report writing process.
- Initial desk review & assessment of key documents including:

Draft three year work plan including:

1. Program Timeline and Funding Cycle;
2. Annual Costings and Budgets;
3. Monitoring and Evaluation;
4. GIPA and Affected Communities Framework;
5. Gender Framework; and
6. Outstanding issues (Financial reporting, Risk Management, ACFID).

Draft Year 1 Annual Plan including:

1. Program design matrix, which demonstrates the spread of activities across geographic area, program objectives and Consortium members; and
 2. Member project proposals compiled by geographic area.
- Phone consultations with AusAID Staff (Canberra & in-country), Secretariat and / or consortium members around priorities, strategic issues and proposed plans as required.
 - Initial feedback and recommendations report prepared for the Secretariat and AusAID. The TAG should also allow time for verbal feedback and clarification.

Secretariat & Consortium Members then have approximately 10 days to revise the work plan and budget based on feedback and new information before resubmitting final versions to the TAG and PCC. If the key documents are not altered in accordance with initial TAG recommendations, the Secretariat should provide a statement to the PCC explaining the reasons for this.

- Final desk based assessment of the final version of the 3 year work plan and first year annual plan and budget. TAG prepares final assessment report with recommendations for the PCC.

Membership of TAG:

The TAG will comprise of people with technical expertise in HIV and development and may include an AusAID representative. TAG members may change from year to year and the size of the group will vary dependant on the scope of the work.

Selection criteria for TAG team members includes:

1. technical knowledge of HIV responses across the three program areas (health, community, research sectors);
2. knowledge of the countries that are the focus of the program;
3. knowledge of AusAID policies and programs; and
4. an understanding of the work and role of the consortium member organisations; and
5. an ability to exercise independence (both perceived independence from the consortium member organisations and ability to apply independence of judgement).

Deliverables

Deliverable	Description	Due Date
Initial Report	<p>Initial feedback and recommendations report prepared for the Secretariat, Consortium Members and AusAID. (Maximum 15 pages with annexes if necessary.)</p> <p>The interim report should highlight key strategic issues and provide recommendations regarding (and not limited to):</p> <ul style="list-style-type: none"> • the coherence and strategic nature of the work plan; • the alignment, sustainability and partnerships across the program; • technical merit of proposed activities and approaches; • value for money across the program; • monitoring and evaluation and measurement of the effectiveness of the program; and 	16 May 2008

	<ul style="list-style-type: none"> • approaches to Capacity Building, Gender and GIPA. 	
Final Report	<p>Final assessment and recommendations for the PCC (Maximum 10 pages with annexes if necessary.)</p> <p>The report should highlight key strategic issues and provide recommendations regarding (and not limited to):</p> <ul style="list-style-type: none"> • the coherence and strategic nature of the work plan; • the alignment, sustainability and partnerships across the program; • technical merit of proposed activities and approaches; • value for money across the program; • monitoring and evaluation and measurement of the effectiveness of the program; and • approaches to Capacity Building, Gender and GIPA. 	3 June 2008

Management and Reporting

AusAID will contract the TAG and assume all costs associated with the work carried out by the TAG. The TAG will report to both AusAID and the Secretariat in relation to progress on this assignment.

Appendix 1**Australian Aid Quality Principles****All aid activities are expected to:**

Achieve clearly stated objectives that contribute to higher level objectives in the program strategy

Effectively measure progress towards meeting objectives

Continually manage risks

Appropriately address sustainability, with due account of partner government systems, stakeholder ownership and phase out

Be based on sound technical analysis and continuous learning

Questions considered during peer review:**1. Clearly stated objectives that contribute to higher level strategy objectives**

Are objectives consistent with the country strategy and Australian priorities and policies?

Are objectives outcome-focussed, clear, measurable and achievable within the stated timeframe?

Are the relationships linking inputs, outputs and objectives clear and plausible?

Do objectives address needs agreed by target beneficiaries and key stakeholders?

Clearly supported by partner governments and other key donors?

Monitoring and evaluation arrangements effectively measure progress towards objectives

Is it clear what will be measured, by whom, when and how (including baselines where appropriate) and any associated risks?

Is monitoring and evaluation focused on priority information needs and not overly complex?

Does monitoring and evaluation clearly support management, accountability and lessons-learning needs (including Quality at Implementation)?

Is monitoring and evaluation adequately resourced?

Is it clear how arrangements contribute to strengthening local monitoring and evaluation capacity (including use of local monitoring systems)?

Appropriately addresses sustainability

Are stakeholder ownership, partner policies, programs and political context conducive for longer term benefits; or otherwise taken into account?

Can planned assets, technical, organisational or institutional changes or reforms be sustained?

Are costs of the activity, during and after implementation, allowed for with evidence they can be met?

Implementation and Risk Management

Are implementation arrangements sound?

Where appropriate, are implementation arrangements harmonized with other donors and aligned with partner government systems?

Are roles and responsibilities of all main parties clearly identified and will they be effective, particularly "when things go wrong"?

Is the design framework robust to allow for necessary adjustments to risks as they emerge?

Are main risks and plans to prevent or mitigate them identified?

Are quality control mechanisms for the activity's major deliverables adequate?

Based on sound technical analysis and continuous learning

Does analysis takes into account institutional, economic, financial, organisational and human resource issues?

Are lessons from previous experience in the sector and/or country taken into account?

Are cross-cutting issues (eg, gender equality, environment, anti-corruption) taken into account?

Is programming logic sound, based on situation analysis and identifying a plausible solution?

Are proposed technical solutions high quality, appropriate to the context and good value for money?

Does the analysis take into account which partnerships are going to be critical in achieving the objectives and why?

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

AUSTRALASIAN SOCIETY FOR HIV MEDICINE INC.

ABN 48 264 545 457

FOR

REGIONAL HIV CAPACITY BUILDING PROGRAM

AUSAID AGREEMENT 46806

Agreement 46806
Amendment No. 1

THIS DEED OF AMENDMENT is made this 28th day of May 2009

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 of the Department of Foreign Affairs and Trade ("the Commonwealth") of the one part

AND

Australasian Society for HIV Medicine Inc. ABN 48 264 545 457 of Level 7, 45-56 Kippax Street, Surry Hills NSW 2010 (the "Organisation").

WHEREAS:

- A. On 30 July 2008 the Commonwealth and the Organisation entered into **Funding Agreement Deed 46806** in writing for the provision of the Activity described in the Agreement.
- B. The Parties have now agreed to alter the Funding Agreement Deed as set out herein.

NOW THEREFORE THIS DEED WITNESSETH as follows:

1. In this Deed unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
2. Subject to Clause 3 herein the Agreement is amended as set out below:

Deed Conditions	Delete existing Deed Conditions and replace with new Deed Conditions attached.
Schedule 1 – Annex 4	Insert new Annex 4 titled PCC approved modifications to design.
Schedule 1 – Annex 5	Insert new Annex 5 titled Monitoring and Evaluation System.

3. In all other respects the parties confirm the Agreement.

Agreement 46806
Amendment No. 1

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

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

s 22(1)(a)(ii)	<i>Director General</i>	s 22(1)(a)(ii)
Name and Position (Print) FMA Act s.44 Delegate		Signature	

in the presence of -

s 22(1)(a)(ii)	s 22(1)(a)(ii)
Name of Witness (Print)		Signature of Witness	

SIGNED for and on behalf of
AUSTRALASIAN SOCIETY FOR HIV MEDICINE INC. by

s 22(1)(a)(ii)	<i>- CEO</i>	s 22(1)(a)(ii)
Name and Position (Print)		Signature	

By executing this Deed of Amendment the signatory warrants that the signatory is duly authorised to execute this Deed of Amendment on behalf of the Organisation.

in the presence of -

s 22(1)(a)(ii)	s 22(1)(a)(ii)
Name of Witness (Print)		Signature	

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“Activity” means the activity Regional HIV Capacity Building Program described in the Activity Proposal for which the Funds are provided.

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

“Agreement” means this Deed including all Parts and any Schedules and Annexes.

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

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

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

“Deed” means this Agreement comprising these Deed Conditions, Schedules and any Annexes.

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

“Funds” means the amount of money as specified in clause titled Funding and Payment of this Agreement that has been approved as a commitment by AusAID subject to the conditions outlined in this Agreement for the Activity.

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

“Partner Government” means the Government of the Partner Country.

“Partner Country” means the country or countries in which the Activity is to be undertaken in whole or in part.

“Party” means AusAID or the Organisation.

“Prior Material” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

Agreement 46806
Amendment No. 1

“**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

“**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 of organisations 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 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the inconsistency.

2. TERM OF THE AGREEMENT

- 2.1 The Organisation must commence the Activity on **25 July 2008** (“Activity Start Date”) and conclude the Activity by **30 June 2011**.
- 2.2 The term of the Agreement concludes when all obligations under it have been satisfied.

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:

Agreement 46806
Amendment No. 1

AusAID

To: Regional HIV Capacity Building Program Manager
Health and HIV/AIDS Thematic Group

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

Street Address: 255 London Cct
CANBERRA ACT 2601

Facsimile: +61 2 62064634

Organisation:

To: s 22(1)(a)(ii)
Postal Address: Locked Mail Bag 5057, Darlinghurst NSW 2010
Street Address: Level 7, 45-56 Kippax Street, Surry Hills NSW 2010
Facsimile: +61 2 9212 2382

4. BACKGROUND

- 4.1 In 2006 AusAID developed a *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* with four components:
- (a) Integrating HIV capacity building into bilateral and regional programs;
 - (b) Strengthening regional advocacy;
 - (c) Facilitating 'south-south' collaboration; and
 - (d) Linking Australian HIV organisations with in-country counterparts.
- 4.2 The Regional HIV/AIDS Capacity Building Program, "the Program" (Annex I), implements the last of these components. The Program will provide a flexible mechanism to address HIV capacity building needs in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.
- 4.3 As requested by AusAID on 19 September 2007, a consortium of organisations combined for the purposes of implementing the program and nominated the Australasian Society for HIV Medicine (ASHM) to host the consortium secretariat. The Consortium members include:
- (a) Albion Street Centre (ASC)
 - (b) Australasian Society for HIV Medicine (ASHM)
 - (c) Australian Federation of AIDS Organisations (AFAO)

[Agreement 46806
Amendment No. 1]

- (d) Australian Injecting and Illicit Drug Users League (AIVL)
- (e) Australian Research Centre in Sex, Health and Society (ARCSHS)
- (f) National Serology Reference Laboratory (NRL)
- (g) School of Public Health and Community Medicine at UNSW
- (h) National Centre in HIV Social Research (NCHSR)
- (i) Scarlet Alliance (Australian Sex Workers Association)

4.4 AusAID entered an initial six month agreement with the Organisation to establish the secretariat and coordinate the development of a three (3) year work plan for the implementation of the Program. The initial agreement ended on 30 June 2008.

5. PROGRAM IMPLEMENTATION

5.1 The Organisation will undertake the following activities:

- (a) Manage the Consortium Secretariat Staff, operations and finances in accordance with the role and responsibilities outlined in Clause 5.2 below and the clauses contained in this Agreement.
- (b) Coordinate the implementation of the Regional HIV Capacity Building 2008-2011 Program, in accordance with the Regional HIV/AIDS Capacity Building Program Design Document (Annex 1), the Consortium Work Plan 2008-2011- Implementation phase of AusAID's Regional HIV Capacity Building Program and the approved annual work plans (Schedule 1 including Year one Annual Plan).

5.2 The Secretariat's responsibilities will include:

- (a) coordination and provision of administrative support to the Program Coordination Committee (PCC);
- (b) administrative support to meetings of the Consortium Members;
- (c) development of policies and procedures related to the functioning and operations of the Consortium and the implementation of the Program;
- (d) contracting the provision of independent financial services to conduct a review of the financial and contract management arrangements of the Organisation and the Secretariat;
- (e) negotiation, monitoring and management of contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver agreed activities and ensure financial accountability including ensuring that Consortium members provide annual audited grant acquittals;

[Agreement 46806
Amendment No. 1]

- (f) records maintenance for the Program including: number, type and location of activities funded; outputs and outcomes for each activity; problems faced and how they have been resolved; sex disaggregated data where relevant; and financial expenditure by activity, type and location.
- (g) working with the Consortium members, develop a three year program work plan and annual plans with associated budgets for submission to the PCC for endorsement;
- (h) ensuring consultation with AusAID (Advisers, Canberra Program Manager, Country Posts) and other stakeholders on work plan development;
- (i) working with the Consortium members to consider and respond to TAG and PCC recommendations;
- (j) preparing Program progress and annual reports (including financial reports) to be submitted to the PCC for endorsement;
- (k) providing support to resolve problems and maximise effective collaboration between among Consortium members; and
- (l) monitoring and reporting on changes to the risk environment and the Consortium's proposed responses to identified risks as part of the annual planning process.

5.3 Annually, the outputs summarised below and detailed in clause 16 are required:

- (a) An annual narrative and financial progress report.
- (b) An annual work plan and budget for approval by the PCC.
- (c) A consolidated annual report and financial acquittal.

6. **PROGRAM COORDINATION COMMITTEE and TECHNICAL ADVISORY GROUP**

- 6.1 A Program Coordination Committee (the "PCC") and a Technical Advisory Group (the "TAG") have been formed for the purposes described below.
- 6.2 PCC – The PCC, convened by AusAID, will provide strategic oversight of the Program and approve work plans and associated budgets. It will provide guidance to the Consortium members and the Secretariat, advice on emerging priorities and issues, agree work plans having regard to Program goal, purpose and objectives, and endorse performance reports and financial reports. The PCC will meet at least annually so as to approve each year's annual plan, and more often if required. For the full PCC Terms of Reference refer to Annex 2.
- 6.3 TAG – The TAG is to provide the Consortium and the PCC with technical and other advice on any aspects of the Program and to assist with Program

Agreement 46806
Amendment No. 1

implementation and quality assurance. The Consortium Secretariat will prepare the terms of reference (TOR) for the TAG and seek PCC endorsement of the TOR.

- 6.4 The Organisation through the Consortium Secretariat will organise PCC and TAG meetings and pay for all expenses associated with the functioning of the PCC and the TAG including meeting expenses and Member participation expenses.
- 6.5 The Organisation must:
- (a) attend and participate in the TAG and PCC meetings which AusAID directs it in writing to attend;
 - (b) when required by AusAID, consult with the TAG and PCC on matters related to the Program including:
 - (i) progress and performance of the Program;
 - (ii) any matters, circumstances or events which may be affecting or impacting upon the Organisation's relationship with the partner country, stakeholders, AusAID or the TAG or PCC and suggest actions to avoid or counteract any adverse effects on the relationships;
 - (iii) any matters, circumstances or events which may affect the Program and if there are anticipated or contingent problems or difficulties, suggestions to avoid or counteract those problems or difficulties;
 - (c) co-operate with and assist in any way requested by the TAG and PCC in the performance of their functions;
 - (d) co-operate with and assist the TAG and PCC by providing all necessary information and secretariat personnel and by ensuring secretariat personnel are available and willing to assist in answering inquiries or requests for information in respect of the performance of the Program implementation and management; and
 - (e) provide to the TAG and PCC copies of all reports, notices, information or other Program material which the TAG and PCC reasonably requires to fully and efficiently perform their functions as soon as practicable after such material is produced or received by the consortium members or the Organisation.

7. MANAGEMENT ARRANGEMENTS

- 7.1 The Organisation is responsible for managing the Consortium through the secretariat. The Organisation is responsible for the employment of the staff of the consortium secretariat and retaining any agents of the secretariat.

Agreement 46806
Amendment No. 1

- 7.2 The role of the consortium secretariat is to provide a central coordination point for the Program, enter contracts for implementation of activities, monitor progress, ensure financial accountability and ensure that the PCC and the consortium members are supported in their work.
- 7.3 The secretariat will be based within the Organisation and will be managed by a Program Director/s. The Program Director/s will lead the secretariat in its duties and other secretariat staff will report to the Program Director/s in the first instance.
- 7.4 The secretariat will liaise with the AusAID Program Manager in Canberra, on behalf of the Consortium, in relation to all aspects of the program and will coordinate Consortium Member communication with AusAID staff in-country.
- 7.5 AusAID and the secretariat will work with Program stakeholders to plan and coordinate an independent mid-term review of the Program for the period January 2010 – May 2010.
- 7.6 The Organisation shall engage independent financial services to ensure that the Program meets AusAID financial and project management requirements including those detailed in this agreement. The financial services provider will be contracted by the Organisation and will work with the secretariat and produce an independent report for the Organisation and AusAID.
- 7.7 The financial services provider responsibilities include:
- (a) Review and report on all financial and contracting arrangements (including management processes and controls) for the Program to ensure financial accountability and transparency;
 - (b) Conduct independent financial investigations if directed by either the Secretariat or AusAID.

8. GENERAL CONDITIONS

- 8.1 The Organisation must carry out the Activity in accordance with the Activity Proposal, the Regional HIV/AIDS Capacity Building Program Design Document (Annex 1), the documents in **Schedule 1** of this Agreement and related documents that are submitted to and approved by the PCC and the terms and conditions of this Deed.
- 8.2 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 8.3 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 8.4 The Funds and any interest earned or exchange rates gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.

[Agreement 46806
Amendment No. 1]

- 8.5 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 8.6 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 8.7 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 8.8 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 8.9 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.
- 8.10 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.

9. DEED AMENDMENTS

- 9.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 9.2 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 a Deed of Amendment.
- 9.3 Both parties agree to amend Agreement number 44731 between AusAID and the Australasian Society for HIV Medicine Inc for the Regional HIV Capacity Building Program Work Plan Development Phase as outlined below. Clause 8.7 of Agreement 44731 between the Parties, is deleted and replaced with new Clause 8.7 below:

“8.7 A final report and financial statement must be submitted within one month of completion of the work plan development phase of the Program. Both the certified statement of expenditure and the financial statement must acquit the above funds against both the Secretariat budget attached to this agreement and the work plan development phase budget (refer to clause 3.3 Deliverable 2) . Any unspent funds or interest must be repaid to AusAID with the Final Report unless otherwise agreed in writing between both parties. The Fund Acquittal must include details of any interest earned on the Australian Funds.”

10. PROCUREMENT OF GOODS

- 10.1 The Organisation must not use Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this Clause, the Organisation shall own the assets acquired by the Funding unless specified otherwise in the Activity Proposal.
- 10.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:
- (a) the goods to be procured are of a satisfactory quality;
 - (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
 - (c) the price paid for goods procured represents value for money;
 - (d) there is open and effective competition in the purchasing process to the extent practicable; and
 - (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.
- 10.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled Reports in this agreement.

11. MONITORING AND EVALUATION

- 11.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

12. INDEMNITY

- 12.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and

Agreement 46806
Amendment No. 1

against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's personnel in connection with this Agreement.

- 12.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 12.1** above for the benefit of each of such persons in the name of AusAID or of such persons.
- 12.3 The indemnity in this **Clause 12** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.
- 12.4 This indemnity shall survive termination or expiration of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation, as well as to the Consortium Members from which the material is derived, a world-wide, revocable, royalty-free licence to use the material.
- 13.2 **Clause 13.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 13.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

14. TERMINATION

- 14.1 If the Organisation:
- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
 - (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
 - (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;

[Agreement 46806
Amendment No. 1]

- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List; or
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

- 14.2 In addition, either Party may terminate this Agreement by giving to the other a notice to terminate in writing stating the reasons for termination.
- 14.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 14**.
- 14.4 In the event of any termination, the Organisation 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 Organisation, and return any uncommitted unspent Funds to AusAID.
- 14.5 In the event that a notice to terminate is given by either Party the Organisation must:
 - (a) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
 - (b) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.
- 14.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the total financial limitation of this Agreement, as specified in clause headed 'Funds and Payment'.

15. ACCOUNTS AND RECORDS

- 15.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 15.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:

Agreement 46806
Amendment No. 1

- (a) keep proper and detailed accounts, records and assets registers along with adequate Activity 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 AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
- (c) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.
- (d) if requested by AusAID, provide an acquittal, certified by the senior financial officer in the Organisation, of funds spent to date against the budget in the Activity Proposal and;
- (e) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

16. AusAID USE OF AGREEMENT INFORMATION

16.1 AusAID 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. This clause shall survive termination or expiration of this Agreement.

17. REPORTS

17.1 The Organisation must provide the following reports by the date as indicated:

NO.	DELIVERABLE	DUE DATE
1	Year 1 (2008-2009) year to date financial expenditure report	30 Apr 2009
2	Year 1 (2008-2009) annual progress report	30 Apr 2009
3	PCC approved year 2 and 3 secretariat budget and the annual work plan and budget (2009-2011).	15 Jun 2009
4	Financial services provider due diligence report.	30 June 2009
5	Year 1 (2008-2009) narrative report and audited grant acquittal.	31 Oct 2009
6	Year 2 (2009-2010) year to date financial expenditure report	30 Apr 2010
7	Year 2 (2008-2009) annual progress report	30 Apr 2010
8	PCC approved updated year 3 secretariat budget and annual work plan and budget (2010-2011).	15 Jun 2010
9	Year 2 (2009-2010) narrative report and audited grant acquittal.	31 Oct 2010
10	Year 3 (2010-2011) year to date financial expenditure report	30 Apr 2011
11	Year 3 (2010-2011) annual progress report	30 Apr 2011
12	Final report – final narrative report and financial acquittal (2008-2011).	31 Oct 2011

- 17.2 The Organisation shall submit annual progress reports that:
- (a) review implementation progress to date, providing details of key results and outcomes from activities approved under the annual work plan and with reference to the Program objectives;
 - (b) highlight learning (thematic and operational), management issues (including finance and risk management), sustainability issues and resultant recommendations/implications for the work plan, budgets and Program stakeholders; and
 - (c) outline any changes to the activities or budgets approved by the PCC in the annual work plan.
- 17.3 Within three (3) months of completion of the Activity the Organisation shall submit a final report which draws on annual progress reports and other key Program documents to provide an outline of the completed Activity including key outcomes compared with objectives, development impact, sustainability and lessons learned.
- 17.4 Attached to the final report will be a statement acquitting all Funds. The statement must acquit the Funds against the Year one budget referred to in the Activity Proposal and the budgets for years 2 and 3 as approved by the PCC. Any unspent Funds, interest earned or exchange rate gains must be repaid to AusAID with the final report and final Fund acquittal. The final Funds acquittal must include details of any interest earned or exchange rate gains on the Funds. The final statement acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be certified by an independent external auditor. The cost of an independent external audit required through this clause may be payable from the Funds.
- 17.5 All deliverables should be sent to AusAID Regional Capacity Building Manager, Health and HIV/AIDS Thematic Group, in the following format:
- (a) one bound hard copy; and
 - (b) one electronic version in Microsoft Word.

18. COMPLIANCE WITH LAWS AND POLICIES

- 18.1 The Organisation 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 Partner 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.ausaid.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 Organisation from complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.

Agreement 46806
Amendment No. 1

- 18.2 The Organisation must comply with AusAID's *Child protection policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. AusAID may audit the Organisation's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Organisation must participate cooperatively in any reviews conducted by AusAID.
- 18.3 The Organisation must use its best endeavours to ensure:
- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and 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 organisations and individuals associated with terrorism.

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

- 18.4 If, during the course of this Agreement, the Organisation is listed on a World Bank List or Similar List it must inform AusAID immediately.

- 18.5 The Organisation agrees that:

- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
- (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
- (c) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall:
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Funds amounts misappropriated by the Organisation, its agents, representatives or subcontractors.

Agreement 46806
Amendment No. 1

- 18.6 The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and shall ensure that its delivery organisations comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.
- 18.7 The Organisation will work with consortium member non-governmental organisations to ensure they are compliant with the Australian Council for International Development (ACFID) code of conduct, as required by AusAID, within 12 months of the execution of this Agreement.

19. FUNDS AND PAYMENT

- 19.1 Funds of up to a maximum of **AUD12,315,868.93** plus GST if any up to a maximum amount of AUD1,231,586.89 hereafter referred to as the Funds, shall be payable as an acquittable grant by AusAID in tranches divided as follows:

Date	Tranche Number	Amount of Funds (AUD)
1 August 2008	1	4,034,730
Effective on signing of Deed of Amendment No.1	2	64,368.93
Effective on signing of Deed of Amendment No.1	3	50,000
1 July 2009	4	50 % of annual approved budget, exact amount (AUD) to be specified
30 November 2009	5	Up to 50 % of annual approved budget, exact amount (AUD) to be specified
1 July 2010	6	50 % of annual approved budget, exact amount (AUD) to be specified
30 November 2010	7	Up to 50 % of annual approved budget, exact amount (AUD) to be specified

- 19.2 Tranche 1 shall be payable by AusAID within thirty (30) days of execution of this Agreement.
- 19.3 Tranche 2, AUD64,368.93, are funds already held by the Organisation that correspond to unspent funds from the previous Agreement, number 44731,

Agreement 46806
Amendment No. 1

between AusAID and the Organisation, for the work plan development phase of this Program. Both parties agree to increase the maximum funding under this Agreement by AUD 64,368.93 for the purpose of implementing the Activity Proposal and agree that no payment is required due to the Organisation already being in receipt of the funds.

- 19.4 Tranche 3, shall be payable by AusAID within (30) days of the execution of Deed of Amendment No.1.
- 19.5 Tranches 4 and 6 shall be payable subject to PCC approval of the years 2 and 3 work plans and budgets, the provision of a year to date financial expenditure report against the PCC approved annual budget in the Activity Proposal and subject to satisfactory progress.
- 19.6 Tranches 5 and 7 shall be payable subject to the provision of an audited grant acquittal (due 31 October annually), PCC approval of the years 2 and 3 work plans and budgets and the proposed use of any unspent funds carried over from the previous financial year and subject to satisfactory progress. The Financial statements must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.
- 19.7 In the annual audited grant acquittals, the Organisation agrees to report on any unspent funds from the previous financial year. If unspent funds exist from the previous financial year, the Organisation and Consortium Members will prepare proposals for use of the funds for approval by the PCC before implementation.
- 19.8 Use of funds – The above mentioned funds are not to be used to meet university surcharges. Only legitimate on-costs such as statutory superannuation, worker compensation, insurance and leave loading will be allowable. The Organisation agrees to include this use of funds policy in any agreements between the Organisation and Consortium Members.

[Agreement 46806
Amendment No. 1]

Schedule 1

Schedule 1 includes the following documents:

1. Consortium Work plan 2008-2011 – Implementation Phase of AusAID's Regional Capacity Building Program
2. Year One Annual Plan
3. Year One Budget (2008-2009)
4. Program Coordination Committee approved modifications to design
5. Monitoring and Evaluation System (December 2008 approved version)

[Agreement 46806
Amendment No. 1]

Agreement 46806
Amendment No. 1

1) Consortium Work plan 2008-2011 – Implementation Phase of
AusAID's Regional Capacity Building Program

[Agreement 46806
Amendment No. 1]



HIV CONSORTIUM

For Capacity Building in Asia and the Pacific

Consortium Workplan 2008-2011 – Implementation Phase of AusAID's Regional Capacity Building Program

This document is submitted by the HIV Consortium to the Program Coordination Committee as part of the implementation of *AusAID's Regional Capacity Building Program 2007-2011*. It has been prepared in line with the approach and principles outlined in the Consortium Proposal to AusAID (November 2007), and is guided by the overall Program Goal, Purpose and Objectives outlined in the Program Design Document (September 2007 – see Appendix 1).

The three-year Workplan outlines the overall approach of the Consortium on a range of important overarching issues. It covers the following:

1. Program Background
2. Program Approach
3. Program Objectives
4. Program Timeline and Funding Cycle
5. Budget Breakdown
6. Performance assessment and Financial Management
7. Monitoring and Evaluation
8. GIPA and Affected Communities Framework
9. Gender Framework
10. Risk Management Strategy
11. ACFID Code of Conduct
12. Intellectual Property

These provide a framework for, and cut across, the activities to be pursued by Consortium members within the Year 1 Program Plan for the Consortium.

1. Program Background

1.1 Goal and Purpose

Program goal: Strengthened capacity of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS

Program purpose: To foster strategic partnerships and linkages between Australia and the Asia-Pacific region that will enable sustained performance improvement for individuals and organisations working in the HIV/AIDS health care, research and community responses.

1.2 Membership

Membership of the Consortium is as follows:

- Albion Street Centre (ASC)
- Australasian Society for HIV Medicine (ASHM)
- Australian Federation of AIDS Organisations (AFAO)
- Australian Injecting and Illicit Drug Users League (AIVL)
- Australian Research Centre in Sex, Health and Society (ARCSHS)
- National Serology Reference Laboratory (NRL)
- National Centre in HIV Epidemiology and Clinical Research (NCHECR)
- National Centre in HIV Social Research (NCHSR)
- Scarlet Alliance, Australian Sex Workers Association

Organisational Profiles of all Consortium Members are included as Appendix 2. These outline areas of technical and geographic expertise, and recent experience in capacity building internationally.

2. Program Approach

The approach taken by the Consortium has developed through the increased engagement of the Australian HIV sector in overseas aid policy development and project implementation. This began with consultations leading up to AusAID's *Meeting the Challenge: Australia's International HIV/AIDS Strategy* (2004), and fed into the *Analytical Report on HIV/AIDS* which informed the White Paper – *Australian Aid: Promoting Growth and Stability*. It continued into the development of the *AusAID HIV/AIDS Workforce Capacity Development Strategy 2007-2011*. It has been informed by lessons learnt in program implementation – most recently and most notably through the AusAID HIV/AIDS Partnership Initiative (AHAPI).

It is worth noting that not all Consortium members were in receipt of projects under AHAPI, so cannot draw directly on lessons learnt in this Program. However, the Consortium as a whole would stress that the most important lesson learnt was about the need for flexibility in Program design and delivery to match the pace and need of in-country partners. AHAPI recipients have identified the relative autonomy to pursue partnerships and adjust approaches as the work evolved as being essential to the success of that program. The Consortium asserts the need to maintain this within the new Program.

Some of the weaknesses of AHAPI are addressed in the design of this Program. Specifically, combining in a Consortium offers an opportunity to support a more strategic, coordinated and complementary use of the expertise and experience built up by a range of organisations which have played important roles in the Australian response to HIV.

There are a number of key elements to the Consortium's approach.

2.1 Capacity building

The Consortium supports the definition of capacity building outlined in the Program Design Document:

'the process of developing competencies and capabilities in *individuals, groups, organisations and sectors* which will lead to sustained and self generating performance improvement. The approach of the Program will acknowledge that capacity exists within partners, and that the program's role is to identify, strengthen and maintain capacities.'

The greatest strength of the Program is that it supports capacity building through partnerships. This approach is increasingly being recognised internationally as the most effective means of capacity building. It allows for specific activities to be part of a larger program aimed at assisting partners to achieve long-term, self-sufficient and sustainable responses to HIV.

Key lessons were learnt from AHAPI in terms of ways of working with partners. AHAPI recipients consistently noted the similarity of their experiences and approaches, despite working in different areas with different partners. These ways of working have developed for all Consortium members through years of experience working with constituencies and communities within Australia, as well as doing international work. As design of this Program has progressed, the Consortium has become aware of the need to more clearly draw out and articulate its existing approaches and ways of working, as these have both similarities and differences with traditional "development" approaches.

The Consortium has taken note of the lessons in capacity building which are outlined in AusAID's Program Design Document (September 2007).¹

The Consortium would highlight the following as key to its approach:

- being 'needs-led' – particularly in relation to partner involvement in defining needs and priorities, and mapping/utilising existing capacity
- developing culturally appropriate responses which are adapted to local contexts and national systems
- building capacity through long-term partnerships
- promoting local leadership and ownership
- matching the pace set by partners
- embedding training within a broader program of change
- establishing a participatory process for key stakeholders in design and assessment of capacity building programs

Through existing practice and discussions about design and implementation of this Program, Consortium members have developed ways of ensuring that these approaches are carried through into practice. This differs in certain ways from other forms of capacity building pursued by AusAID, because it is focussed around partnerships.

2.2 Partnership

Consortium members have experience in their own specialty areas within the health care, research and community sectors. Through their involvement in the Australian partnership response to HIV, they also have a strong understanding of the essential elements of a successful response to HIV, the challenges of collaboration across sectors, and the ongoing work of maintaining a partnership with government.

Consortium members are supported through this Program to pursue activities aimed at organisational and leadership development to assist in the development of counterparts. In addition, members will pursue activities aimed at supporting skill-development, networking and collaboration between partners (within and across sectors) at a

¹ As drawn from *AusAID's Capacity building: Lessons learned* (October 2006) and *AusAID Internal Brief on Capacity Building* (October 2006).

country/regional level, and between partners from different countries where useful and appropriate.

The predominant form of activity is that of developing "twinning" relationships with established organisations, or where an established partner does not exist, facilitating the development of a partner organisation through up-skilling individuals, loose networks and nascent organisations. The World Bank² defines twinning as a "process that pairs an organizational entity in a developing country with a similar but more mature entity in another country". It distinguishes this model of technical assistance from short-term and long-term advisors or "training".

Ouchi³ outlines several distinctive features of twinning, as drawn from programs implemented from a range of major donors:

- Cooperation
- Individual solutions – rather than copying standard approaches
- Learning – at both individual and organisational levels, for both partners
- Multiple levels of cooperation
- Long-term partnerships
- Flexibility to alter the work program over time, as needed
- Use of a mix of various activities, such as staff exchange, short- and long-term placement of experts, advisory and consultant services, study tours and periodical visits, training events (formal or informal and on-the-job), and provision of specific services (e.g. technical aid).

Macdonagh, et al,⁴ also highlight the following as distinctive features – regular personal contact and trouble-shooting:

'Twinning offers advantages over traditional collaboration by establishing regular personal contact between individuals that underpins the link between the respective centres. It ensures that realistic goals can be discussed, and that changes that occur can be closely monitored and adjustments made when appropriate.'

The Consortium's "twinning" approach requires flexibility to allow us to match and respond to the context, priorities, activities, strengths, current capacity, pace and needs of developing partnerships. It is the most important means of ensuring that the Program is needs-led, culturally-appropriate, participatory, and supportive of sustainable change, local ownership, and national/regional system development.

2.3 Ways of Responding to Need

The Consortium is aware of the importance of the Program being developed to take into account the geographic priorities identified by AusAID in the Program Design Document. The Consortium will also seek to work within and coordinate with national strategies and implementation plans, and pursue close consultation with AusAID and other donors. This process is important in that it assists Consortium members in identifying potential partners/projects, understanding existing capacity, clarifying needs and gaps, and developing potentially complementary activities in targeted areas.

² *The World Bank Handbook on Technical Assistance*, 1993.

³ Ouchi, Fumika, *Twinning as a Method for Institutional Development: A Desk Review*, World Bank Institute, Washington, 2004.

⁴ Macdonagh, R, Jiddawi, M and Parry V, "Twinning: the Future of Sustainable Collaboration", *British Journal of Urology*, 89(Suppl.1) 13-17, 2002.

Activity design is also based on responding to the needs of partnerships. This Program is a means of making the best use of the unique expertise of each Consortium member, as it can be brought to bear in developing the capacity of existing and nascent contacts, organisations, and networks with which they have developed connections, or come into contact with, because of shared fields of work or expertise. Responding to need may mean promoting the involvement of partners in national and regional policy development and policy processes, and supporting partners in their advocacy for their needs to be recognised as part of the identified priorities at a country/regional level. In some cases this includes supporting networks and communities to form and develop their own organisation.

Identification of partners is a unique process for each Consortium member, and is based on their speciality area and the local context, as well as an assessment of some of the following factors:

- strategic location (physical and social/political)
- potential for flow-on effects and input into national/regional responses
- existing organisational/leadership capacity
- capacity for a productive working relationship with key personnel
- building on previously existing work/productive relationships

Ouchi⁵ outlines other factors which are often taken into account in designing twinning relationships:

- Having a similar field of tasks, function, and structure
- Technology/system compatibility
- Pace and direction of institutional and governance reform
- Language
- Clearly identified needs of the recipient partner (technical, organisational, managerial), and corresponding competence and capacity of the supplier
- The supplier's command of and experience with development issues

There is a need for ongoing dialogue between Consortium members, partners, AusAID and key national/regional bodies and stakeholders, in order to formulate and maintain agreements on the most useful and strategic partnerships to pursue. This process differs in important ways from more traditional "project" design processes, in that it is built into ongoing program implementation.

2.4 Collaboration

The Consortium is committed to the increased opportunities for collaboration amongst its membership that are offered by the new Program. In addition, it has begun to pursue closer relationships with a range of Australian development organisations engaged in HIV. The Program offers opportunities to promote cross-sectoral collaboration between its partners at a country level, and to assist in opening up collaborative relationships with government and national coordinating bodies, AusAID and other donors.

The Consortium is committed to pursuing the fullest possible benefit out of the funds that have been allocated for this Program. However, it is necessary to caution expecting too much from this Program. There are a large number of member organisations, and each is

confronted with endless potential in terms of work with which they could be productively involved. The finite amount of funding allocated to the Program means that not all possible projects, partnership, linkages and collaborations are able to be pursued.

In the Year 1 Program Plan, a range of collaborations and linkages have begun to develop between members, within sectors and across projects. These include:

- NRL and ASHM will continue collaboration in developing the regional laboratory seminar.
- Albion Street Centre have developed a collaboration between a Thai institution, partners in Laos and Australia.
- Albion Street Centre and Scarlet Alliance have developed a project together in the Pacific.
- ASHM and AIVL have identified the potential for joint work in the Mekong.
- Informal collaboration has taken place within the healthcare sector – including discussion of joint scoping visits in the Pacific.
- Discussion has taken place about the need for collaboration with affected communities in designing training curriculums.
- ARCSHS and NCHSR have developed fully combined projects. This marks an important step forward in the collaborative approach between these institutions, which can be brought to bear in project implementation.
- Discussion has taken place about the need for collaboration with affected communities in designing research capacity building activities.
- Informal collaboration has taken place within the research sector – including a joint visit to Indonesia.
- Scarlet Alliance and AIVL will collaborate on developing activities in Indonesia.
- Informal collaboration has taken place within the community sector – including a joint visit to Indonesia.
- A number of regional proposals link partners in different countries together through structured networks.
- Initial discussion has taken place about cross-attendance at meetings of regional networks – as these are likely to take place at similar times around key events.
- Discussions and sharing of information and networks have occurred, and will continue, between different Consortium members working in the same geographic area, in order to pursue linkages and promote collaborations between partners at a country/regional level.

The Consortium feels that this represents important steps forward, which can be developed upon as implementation begins, and into subsequent years of the Program.

2.5 Sustainability

The Program seeks to build durable and long-standing relationships between partners, which can change and adjust as capacity develops. Sustainability is supported because capacity building takes place in the context of broader organisational development.

"Twinning" relationships are acknowledged to require a long-term commitment. Drawing on the experience under AHAPI, the Consortium believes that it is likely that there will be ongoing benefits of sustaining partnerships beyond the three years of the Program.

⁵ Ouchi, op cit, 2004

A key concern in relation to sustainability is securing ongoing funding sources for partners, but also for partnerships to continue with Consortium members while these are still useful and productive. As partners develop, less intensive input may be necessary, but successful partnerships may also open up other potential partnerships. With this in mind, the Consortium is aware of the need to carefully monitor and evaluate the impact of the Program, in order to demonstrate the potential benefits of supporting this sort of program in an ongoing sense within Australia's overseas aid program.

2.6 Costs

The model being pursued in this Program is a new approach within Australia's overseas aid program – supporting primarily domestic-based organisations with links and relationships to counterparts in the region to contribute by pursuing partnerships, and to combine in a Consortium for this purpose. The costs involved in this are necessarily different to other forms of aid delivery, and will be higher in some areas than might otherwise be anticipated.

Consortium members are contributing internationally as an extension of what remain important domestic roles in the Australian HIV response. A large part of the impetus for the development of this Program was the recognition that these organisations require organisational resourcing and internal capacity building in order to conduct international work. So, while all Program activities are focussed on and in other countries in Asia and the Pacific, a significant proportion of funds are likely to be expended within Australia.

In some projects for Year 1, partners in-country will be resourced directly. In others, long-term sustainability is better secured through local recognition and resourcing of partners as part of national/regional responses. The relative balance in funding allocation between Consortium members and partners in-country is something that may change over time, but it is too early to say whether, how and at what speed this will occur. These are all questions that cannot be answered at the outset, and must be built into the ongoing evaluation of the Program.

3. Program Objectives

The Program Objectives outlined in the Program Design Document are as follows:

1. *to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services*
2. *to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research*
3. *to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services*
4. *to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors*

The Consortium feels that these are appropriate and adequately reflect the work to be undertaken through the Program. However, Consortium members have pointed out that in discussions with other stakeholders, including AusAID, confusion of definition consistently occurs between:

- research capacity building, as opposed to doing research
- capacity building for healthcare services/organisations, as opposed to service delivery
- capacity building for national/regional laboratory systems and building national/regional quality assurance programs, as opposed to HIV testing itself and supplying quality assurance to laboratories
- peer-based capacity building for community-based organisations, networks and individuals, as opposed to service delivery

These distinctions are important, and the Consortium will continue to seek to clearly describe and explain the objectives and work of the Program.

4. Program Timeline and Funding Cycle

The Consortium has selected the Australasian Society for HIV Medicine as the legal entity to host the Consortium Secretariat and enter into funding agreements with AusAID.

The Program has been progressed through two phases:

1. The first of these was covered by a Funding Agreement for the Workplan Development Phase (1 Jan 2008 - 30 June 2008): Financially, this Agreement had two components:
 - A budget for the Secretariat for the first six months – \$248,500
 - A Workplan Development Budget – \$500,000 (Provided in two instalments)
2. The second phase is to be covered by a second Funding Agreement for the Implementation Phase over three years (1 July 2008 - 30 June 2011) subject to the outcome of a midterm review. Financially, this Agreement will have two components:
 - a Secretariat budget
 - a program budget for program implementation funds

Two of the deliverables for the first phase are submission of the three-year Workplan and first year's Program Plan for implementation.

The Program Timeline and Funding Cycle is attached as Appendix 3.

The process of design and implementation during the Workplan Development Phase (1 January 2008 – 30 June 2008) has three key phases – Initiate Workplan Development, Workplan Consolidation, and Preparation for Implementation.

4.1 Initiate Workplan Development (January 2008 – March 2008)

The Consortium began by collectively undertaking a contextual analysis of the priority geographic areas identified by AusAID. A summary of this is included in the Year 1 Program Plan.

Together with the Health and HIV Thematic Group, the Secretariat pursued discussions with key AusAID Canberra-based and Country Office staff to provide an introduction to the Program, and get initial feedback on potential partnerships to be pursued, as well as establish agreement on processes for ongoing consultation and collaboration.

The Consortium also convened a series of discussions amongst members working in each geographic area. These assisted in sharing knowledge and contacts, finding ways to encourage collaboration amongst partners and stakeholders at country/regional level, solving problems, and giving direction to liaison to be pursued collectively by the Consortium with AusAID and other donors.

A summary of the approach taken in contextual analysis and liaison, and the results of this process, are included in the Year 1 Program Plan.

During the Workplan Development Phase, funding was provided to members according to budgeted Member Liaison Plans submitted to the Secretariat. This allocation was intended to cover the costs of liaison with partners (travel/communications/meetings), as well as staff time devoted to proposal development, and also participation in overall Consortium discussions and workplan development during the period January – June 2008.

Deliverables for this funding allocation include preparation of Member Project Proposals, participation and attendance at monthly Consortium Group meetings and teleconferences, providing feedback on Consortium processes and plans, and preparation for implementation (e.g. staff management/recruitment, policy development, contracting and financial systems). Members are required to submit trip reports to the Secretariat for in-country travel, and to report on expenditure at the end of the funding period.

This funding allocation was supported on the basis that members required resourcing to support liaison with partners and to fully participate the collective workplan development process. Consortium members had already contributed to an extended period of two years of discussion of Program design and implementation models prior to January 2008, and had exhausted their capacity to absorb these costs internally. Throughout this period the Consortium Group continued to deliberate extensively on the overarching issues addressed in this three-year Workplan, and the organisational development of the Consortium and Secretariat.

4.2 Workplan Consolidation (March 2008 – April 2008)

Further discussions with key AusAID Canberra-based and Country Office staff provided feedback on priorities across thematic and geographic areas, and dialogue around potential partnerships. This was facilitated by the Secretariat travelling to Jakarta and Bangkok.

It is important to note that there was a wide variation in the level and detail of the engagement with key AusAID staff in different geographic areas. The timing of the workplan development process overlapped with important planning periods for the HIV/AIDS Cooperation Program for Indonesia and the HIV/AIDS Asia Regional Program. Initial consultations in these areas led to partner liaison and trips to Indonesia and the Mekong being postponed at the request of the AusAID country offices. This restricted the amount of planning work that some members could do in these areas prior to submission of project proposals. However, the Consortium decided that it was still important to include an emphasis on these geographic areas, encouraged members to submit activities, and agreed to support and monitor these as they unfolded during the first year of the Program.

Based on consultations with AusAID, discussions amongst members working in each area and within each sector, as well as initial liaison with partners, members developed Member Project Proposals for Year 1. (Due to the demands of the collective design process for the Program, and the time taken to develop liaison and consultation mechanisms, many Consortium members have not been able to complete their planned liaison visits to meet with partners and stakeholders. These will continue to be planned to aid implementation from 1 July.)

Member Project Proposals were prepared according to an agreed format developed by the Secretariat. Proposals were submitted only for Year 1 (although members were invited to speculate as to what might be required in subsequent years). The intention is that funding for Years 2 and 3 would proceed on the basis of careful monitoring and evaluation, and performance assessment of projects – with annual resubmission. (See Appendix 3.)

In addition to providing an outline of the project, members were required to address key overarching issues and concerns – including many of those covered in this three-year Workplan. It is important to note that the Consortium's approach in many of these areas will continue to develop, and to better inform and provide a framework for member projects as implementation begins. All members have fully participated in the discussions involved in grappling with the complexities of implementing this new Program, and will continue to do so through regular Consortium Group meetings.

A vital component of the funding cycle is the independent review and assessment of workplans by the TAG. Member projects were compiled within a draft Year 1 Program Plan, organised by geographic area, and submitted to the TAG, along with a draft three-year Workplan. The TAG provided an Interim Report with comments on the overall Program, as well as each member project. This report was discussed in detail, and projects have been revised, along with the three-year Workplan, before submission to the PCC.

While concern was raised by the TAG that some projects are at differing stages of development, the Consortium believes that delaying implementation will only exacerbate this problem, in that members require resourcing in order to make progress. It is important to note that in some cases, it is not possible to fully describe the partnership at the outset. Determining a schedule of activities, and even determining the right partner, is sometimes what the "project" actually entails – especially in the first year. In these cases, members have carefully revised their projects to more clearly draw out the methods which underlie their approach, the groundwork which they have already done, and their capacity to take each project forward.

The Program Plan is made up of a comprehensive range of project activities which show a partnering or combining of approaches and workplans across the consortium and an anticipation of increased collaboration over the three years. The Consortium would like the Program Plan to be considered in its entirety and is supportive of the plan proceeding as a whole at this stage. The consortium is confident in the approach and experience of each Consortium member, and the collective support that the Consortium as a whole can bring to bear. On this basis, what is being put forward to the PCC in the Year 1 Program Plan is a comprehensive combination of capacity building activities which will evolve collectively over the first year of the Program.

4.3 Preparation for Implementation (May 2008 – June 2008)

Contracts will be drawn up with members based on approval of the Year 1 Program Plan by the PCC. Reporting arrangements will be finalised. Liaison with partners and with AusAID will continue to be supported during this period, to make further progress on Program and project design, and to ensure a swift transition to activities from 1 July 2008.

The Secretariat will continue to support liaison and coordination in each geographic area as activities begin, and pursue discussions with AusAID as needed, or at regular intervals. Discussions amongst members working in each geographic area may also be convened as implementation begins.

5. Budget Breakdown

The overall budget for the Program is just under \$13 million. The proposed breakdown across the years of the Program is outlined below.

Regional HIV/AIDS Capacity Building Program	Amount
<i>Workplan Development Phase</i>	
Secretariat	248,500
Workplan Development	500,000
SUB-TOTAL	748,500*
<i>Three-year Implementation Phase</i>	
Secretariat	\$400,000 per year = \$1,200,000
Consortium Member Project Proposals	\$3,667,167 per year = \$11,001,501**
SUB-TOTAL	12,201,501
TOTAL	12,950,001

* Any savings will go back into the budget for Program implementation.

** Any unspent project funds will be allowed to be carried over to subsequent years (on receipt and approval of a plan and budget for expenditure against ongoing components of the project) or will be returned for reallocation.

Program funds have initially been split equally across the three years of the Program. It is not obvious across the board that projects will require less funding as implementation begins, or will require scale up over time. An equal allocation across the years sets a framework for projects to get off to a strong start in Year 1. The figure of **\$3,667,167** has therefore been made available for projects up to this amount for Year 1.

The Consortium agreed in Year 1 that each Member would submit project proposals up to no more than an equal share of this amount. This decision was taken alongside consideration of processes to ensure a well-prioritised and strategic approach to partnership selection and alignment with AusAID and country/regional priorities, and also alongside processes to ensure accountability and quality assurance – through the review conducted by the TAG and PCC.

In detailed internal discussions, Consortium members acknowledged that all had substantial, although different, costs associated with their activities. There was no clear basis at the outset for ear-marking more funding for organisations from different sectors. Devising a purely competitive process for assessing project proposals was also seen as undesirable in the first year – when understandings were still being developed about the

nature of the work undertaken and the way of managing a new implementation model. It also ran the risk that a divisive atmosphere resulted, at a point when the Consortium was learning to work together and where trust needed to be built.

The decision to allow project submissions only up to an equal share reflects the view that each Consortium member has unique expertise and potential to contribute meaningfully to the Program, and the capacity to implement projects at least up to that amount. It was also based on the assessment that the needs of counterparts and potential partners in the region goes far beyond the capacity of this Program. The decision to submit proposed projects as a Year 1 Program Plan is an expression of the collective confidence of the Consortium in the value of the combined proposals, and of the Consortium taking collective responsibility for quality assurance in implementation.

The Consortium may choose to vary the way in which funding is allocated in later years.

5.1 Secretariat

The Secretariat Budget for Year 1 is as follows:

Implementation Phase Year 1	July 2008-June 2009
Program Director	Up to 108,000
Administrative Assistance (up to 0.4 EFT)	23,000
On-costs 16% (Super, Workcover, Leave loading)	20,960
Hosting fee	42,000
Finance Officer (contract basis)	10,000
Legal advice	15,000
Financial Manager*	10,000
Promotion, publicity	5,000
Consortium Group meeting costs**	48,700
Teleconference costs	2,800
Secretariat travel costs	25,000
Program Coordination Committee***	5,000
ACFID Code of Conduct compliance	10,000
Technical expertise (affected communities, gender)	20,000
M & E	30,000
Recruitment costs	20,000
	395,460

* This will be sought on a pro bono basis, and any saving returned to the Program.

** 6 Meetings

Sitting fees	27,000
Catering	3,200
Chair	6,000
Travel	12,500
TOTAL	48,700

*** Additional costs may need to be sought from AusAID to cover the costs of additional representation on this body from the region.

Any savings will be returned to the collective budget pool for implementation in Year 2.

A Deed of Agreement has been developed between Consortium members to clarify financial, legal and governance issues relating to Consortium functioning, and also to clarify the relationship between the Consortium, ASHM as Host, and the Secretariat. The Deed outlines the role of the Secretariat. (Appendix 4)

6. Performance Assessment and Financial Management

On the basis of PCC approval of this three-year Workplan, the Secretariat will liaise with AusAID in preparing a new Funding Agreement to cover the Implementation Phase. This will include the development of the financial and reporting requirements for the Secretariat in relation to the Program as a whole. It is anticipated that funds will be disbursed from AusAID on a six-monthly basis.

On the basis of PCC approval of the Year 1 Program Plan, contracts will be drawn up between the Secretariat as the agent of the Host and each Consortium Member. Funds will then also be disbursed to members on a six-monthly basis. The Consortium will develop its internal reporting requirements for members – i.e. reporting to the Secretariat on expenditure against project budgets, and reports outlining project progress and outcomes. The Program monitoring and evaluation has been designed to fit in with this funding cycle. (For more detail see Appendix 3.)

7. Monitoring and Evaluation (M&E)

The Consortium's nature and approach provides challenges in the implementation of a Monitoring and Evaluation Framework (MEF). The MEF needs to respond to:

- the Consortium's goals and outcomes
- each Project's goals and outputs
- Country-specific needs (national/regional strategies, etc)
- Professional requirements (board reporting and accountability systems, etc)
- Emerging partners' needs
- Reporting systems of regional partners and national coordinating mechanisms

In implementing a MEF, these factors need to be considered in addition to standard M&E principles of simplicity, accountability, measurability, achievability, time-bound processes and relevance.

7.1 Aims

Through the implementation of a MEF, the Consortium aims to:

- Provide a flexible framework through which members can maintain and manage high quality project implementation
- Support Consortium member corporate responsibilities and processes
- Provide evidence for ongoing program support
- Assist in the identification of best practice in implementing Consortium-based and/or partnership programs

7.2 Approach

A holistic approach for monitoring and evaluation has been developed in order to bridge Consortium activities and individual projects, and enable the Consortium to respond to its diverse implementation environment.

7.2.1 Monitoring

To maintain flexibility and support the aims of the MEF, the Consortium's projects will conduct monitoring activities through two levels:

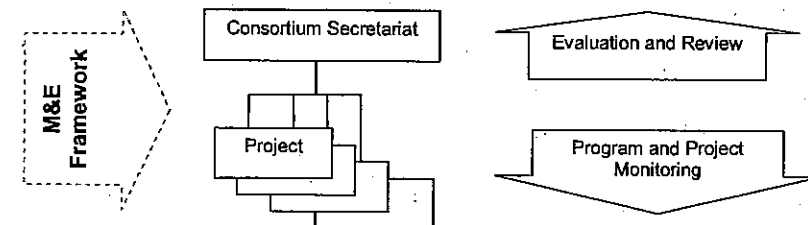
Secretariat: For consistency, both in terms of data collection and Program approach, *core monitoring indicators* will be developed that will be implemented through the projects but managed through the Secretariat.

Member: At project implementation level, Consortium members can include *project-specific indicators* for project quality, professional development and accountability. Support will be provided to Consortium members in the development of project-level indicators.

7.2.2 Evaluation

Consortium-scheduled review and evaluation activities will be managed through the Secretariat. Project activities will be evaluated by their stated goals and outcomes and the Consortium's progress against its goal will be evaluated.

In summary, projects will be responsible for monitoring activities (core and project-specific indicators), and the Secretariat will be responsible for overseeing and disseminating monitoring results. The Secretariat will be responsible for review and evaluation (unless indicated otherwise in project proposals).



7.3 Methodology/Rationale

The rationale for this approach is to ensure that the MEF maintains as much flexibility as possible whilst still providing the tools to ensure continuing high quality project outputs. This approach will also provide lessons learnt to increase the functionality of a Consortium approach.

In addition, the Consortium's approach to M&E will ensure:

- Consistent and comparable data
- Cross referencing across objectives
- Program quality control and improvement
- Valuable input to Consortium annual planning processes

7.4 Indicators

The Consortium's indicators will focus on collecting data that demonstrates the Consortium's progress against its goal, outcome and outputs.

Goal and Outcome-Level Indicators

These indicators will be evaluated against and are the responsibility of the Consortium's Secretariat.

Output-Level Indicators*Core indicators*

Core indicators will be set by the Secretariat and collected through the implementation of the member's projects. (These will be finalised in June.) These indicators will:

- Support the Consortium's goal
- Link to relevant regional indicators for HIV
- Address the needs of the Program's M&E across geographic areas and sectors
- Provide evidence and lessons learned for both the Program and also the Consortium model

Data arising from the core indicators will be displayed on a Consortium database.

Project-specific indicators

Indicators developed at the Consortium level and implemented through the projects are not exclusive. Members will have the opportunity to develop project indicators and monitoring systems. These indicators can include:

- Member reporting requirements
- Country-specific data
- Project-specific data
- Project-specific program objective data

Data collected through specific project indicators will be managed by the Consortium member.

7.5 Gender, GIPA and involvement of affected communities

Data collected against the Consortium's indicators will be disaggregated where appropriate.

7.6 Consortium Monitoring and Evaluation Processes

The Consortium proposes to implement monitoring and evaluation activities through the following process:

- Step 1. In consultation with Consortium members, develop overall M&E framework: Aim, Approach, Methodology/Rationale
- Step 2. Develop monitoring timeline appropriate to Consortium reporting structures and processes
- Step 3. In consultation with Consortium members develop core indicators
- Step 4. Work with project teams to develop project monitoring and evaluation systems (incorporating both core and project-specific indicators where and as appropriate)
- Step 5. Work with Secretariat and Consortium members to develop goal and outcome-level indicators
- Step 6. Determine regional monitoring support and data collection sources
- Step 7. Draft Consortium MEF
- Step 8. Pilot Draft Consortium MEF

- Step 9. Develop data collection tool
- Step 10. Review and finalise MEF
- Step 11. Develop ancillary MEF support tools (i.e. guidelines, handbook etc)
- Step 12. Roll out MEF

7.7 Monitoring and Evaluation ScheduleMonitoring

Data collection for project monitoring will be undertaken every six months: on the first Monday of June and then again on the first Monday in December. Data collected through monitoring activity will be incorporated into member reports and will link to the six monthly funds release.

The Consortium will implement a MEF pilot in August 2008. Resulting from this, final feedback will be incorporated, guidelines finalised, data collection tools implemented and training conducted if required.

Review/Evaluation

Project reviews will be undertaken in March each year. Recommendations made through this process may be incorporated into the project development processes. An evaluation of the Consortium's achievements against its goal will also be undertaken.

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Funds release	■						■					
Review			■									
Project Development												
Design Submission				■								
Submission reviews					■							
Implementation							■	■	■	■	■	■
Monitoring pilot								■				
Monitoring						■						■

Data collection

Consortium member monitoring data will be collected through a Content Management System (CMS), like a Wiki or Twiki. This software is free and user friendly. Data can be inputted individually by project staff and depicted visually in graphs or pie charts.

Considerations for data collection will include any systems that already exist or that are in development. If possible, the data base developed for the Consortium will remain as a resource for the region.

8. GIPA and Involvement of Affected Communities Framework

The Consortium Group is committed to the following as overarching principles across all aspects of the Program design and implementation.

- Commitment to GIPA principles, and the equivalent for affected communities, underpinning all workplans and activities.
- Ensuring all activities are informed by affected communities, including positive people, sex workers, people who inject drugs and men who have sex with men

The implementation of these principles will be achieved by striving to advance the following objectives:

- to promote GIPA and the centrality of communities affected and most at risk as part of an effective HIV response
- to promote the involvement of affected communities in decision-making and leadership

These objectives will be advanced by:

- establishing a resourced Working Group, made up of affected community representatives, to consider issues of GIPA and the involvement of affected communities across the Program
- establishing the following Terms of Reference for the Working Group:
 - to assist the Consortium and its members to develop and implement programs which actively involve and empower affected communities
 - to provide guidance to members by identifying and developing models of best practice of community involvement in HIV and AIDS responses
 - to assist the Consortium and its members in the development and implementation of mechanisms which act to evaluate and assess community involvement in its/their programs
- requiring each Member Project Proposal to outline how it will uphold the principles of GIPA and address the involvement of affected communities
- requiring each project proposal to include in the budget any anticipated costs for contracting the services or advice of affected communities. (These services may be provided by other Consortium members or in-country community based organisations.)
- reviewing all project proposals through the Working Group, and providing feedback regarding alignment with the principles (A summary of the feedback provided on project proposals for Year 1 is included as Appendix 5)
- making the TAG aware of this Framework and the need to take it into consideration as part of its deliberations
- making the PCC aware of this Framework and the need to take it into consideration as part of its deliberations
- supporting the inclusion of a NAPWA-nominated representative and Consortium-nominated community representative on the PCC
- building measurement of progress towards these objectives into the Monitoring and Evaluation Framework
- reviewing implementation of these objectives across the Program as part of the annual and midterm reviews.

9. Gender Framework

9.1 Gender Analysis

The Consortium recognises the role of gender in development – as outlined in AusAID's policy, *Gender Equality in Australia's Aid Program: why and how*. The Consortium recognises that gender has important impacts in the relationship between HIV and

development. It is also an important factor in the response to HIV, and in how activities and relationships are pursued under this Program.

The Consortium has substantial existing experience and knowledge amongst its membership in analysing and addressing gender and HIV. It is also aware of the large body of literature which can be drawn upon. AusAID's policy, *Gender Equality in Australia's Aid Program: why and how*, outlines four dimensions of gender equality.

- Access
- Decision-making
- Women's rights
- Gender capacity building

The Consortium recognises that there are many ways in which gender impacts within its Program, and are committed to exploring gender analysis as the Program develops. Gender will have differing meanings according to the nature and form of particular activities to be pursued, and the contexts within which these will be implemented.

9.2 Gender Approach

The Consortium is committed to advancing gender equality as an overarching principle which will be built into its work at each stage of Program design and implementation. Through working with partners, Consortium members will seek to advance the following key gender equality objectives:

- to promote understanding of the role of gender as part of an effective HIV response
- to promote the participation of women in decision-making and leadership

The Consortium required members to address these objectives in their Member Project Proposals for Year 1. However, the Consortium's approach was and is still in development. It will continue to support members to integrate gender into project design and implementation, as well as developing its approach to gender across the Program as a whole. This will be advanced by:

- gathering relevant gender strategies from the Priority Geographic Areas, to be made available to members
- forming a resourced Gender Working Group that will oversee a process whereby the Consortium undertakes and supports a gender analysis and approach in Program design, implementation and evaluation – particularly at start-up
- preparing Guidance for Members in implementing a gendered approach in the design and implementation of each project (PNG's *Integrating Gender into HIV and AIDS Activities: A Guide for Implementers* (2007) was used as initial guidance to members in Year 1. It is included as Appendix 6.)
- holding specific sessions at Consortium Group meetings and/or a dedicated workshop in Year 1 to address the gender analysis and impacts of the Program
- integrating gender into the Monitoring and Evaluation Framework, including the Consortium's regular reporting, and annual and mid-term reviews.

The Consortium will also seek to engage gender expertise from within AusAID, and is supportive of relevant expertise being engaged by the PCC and TAG as needed.

10. Risk Management Strategy

A Risk Management Matrix for the Program is outlined in Appendix 7. The majority of risk management for the Program in the first year relates to the management of Consortium

structures, as well as to relationships within the Consortium, and between the Consortium and AusAID/key stakeholders.

Risk management is also structured into each Member Project Proposal. The Secretariat will provide support to members in managing risk and facilitating solutions.

The Consortium is confident that, in collaboration with AusAID, the PCC and the TAG, it can work to quickly and effectively manage identified risks, while maintaining robust Program implementation.

11. ACFID Code of Conduct

The Consortium is committed to compliance with the ACFID Code of Conduct, as required by AusAID as part of maintaining standards and public confidence in the Australia's overseas aid program.

The following Consortium Members are ACFID Members and Code signatories:

- ASHM
- AFAO

The Code does not apply to the following Consortium Members, as they are not non-government, voluntary organisations:

- Albion Street Centre
- ARCSHS
- NRL
- NCHECR
- NCHSR

The following Consortium Members have begun preparation to sign up to the Code of Conduct:

- AIVL
- Scarlet Alliance

These members will submit their applications to sign up to the Code of Conduct Committee by August 2008. These applications may not immediately meet the requirement for a Child Protection Policy, but will contain a commitment to working towards this (see below). ACFID and AusAID have advised that members will have 12 months from the point of signing up to ensure that they are fully compliant with the Code.

As signing the Code of Conduct is a condition of participation in the Program for some members; and as the Program makes up the majority of international activities conducted by those members, the Consortium has agreed that the Program will offer to cover the cost of the annual fee.

The Consortium understands that each member is responsible for maintaining its own status as signatory and complying with reporting requirements – for its own activities and those of any sub-contracted entities. However, the Consortium, through the Secretariat, will assist members to comply with reporting requirements, and conduct ongoing negotiations with the Code of Conduct Committee and AusAID as necessary in relation to how the Code applies to its Members and activities.

As part of Code of Conduct compliance, the Secretariat will be supporting members in preparing policies in line with AusAID's *Child Protection Policy* (March 2008). The Consortium understands that ASHM, as the legal entity with which AusAID has entered into the Program contract, and all Consortium members must meet the minimum requirements laid out in this policy by October 2008.

Working directly and regularly with children is not anticipated to be a major focus of Program activities or the immediate environment within which activities will occur. However, it is likely that staff will come into contact with children in the course of general professional and personal conduct while in-country. In this context, a model child protection code of conduct has been developed by the Secretariat.

12. Intellectual Property

In developing the Deed of Agreement Establishing the Consortium Group (Appendix 4), the Secretariat and concerned members sought legal advice about the issue of intellectual property. An outline of the Consortium's approach appears as Clause 26.

Consortium members for whom intellectual property (particularly of genetic material) is a concern already have extensive experience in managing this issue in international collaborations. The Consortium will continue to support these members in developing their approach through the Program.

[Agreement 46806
Amendment No. 1]

2) Year One Annual Plan

[Agreement 46806
Amendment No. 1]



HIV CONSORTIUM

For Capacity Building in Asia and the Pacific

Year 1 Annual Plan

1. HIV in Asia and the Pacific

HIV prevalence is considered to be declining in some Asian countries (Cambodia and Thailand) due to comprehensive responses and a history of leadership. However, the epidemic is still expanding in many other countries in Asia, including Indonesia (especially in the Papuan provinces), Vietnam and China. Injecting drug use remains the major factor in new infections in Asia, but there is evidence of the increasing importance of transmission between men who have sex with men. The overlap of injecting drug use and sex work is also important. In Papua New Guinea, and Indonesia's Papuan provinces, unprotected heterosexual sex is the major source of transmission. (UNAIDS, *AIDS Epidemic Update 2007*) PNG is experiencing an epidemic affecting more than 1% of adults. In the Pacific region, prevalence remains low. However, it is increasing in some countries, particularly Fiji, while numerous factors point to possible increases in other countries – high rates of sexually-transmissible infections, mobile populations, and poor health services. HIV transmission is primarily sexually transmitted. Similarly, in Timor Leste, prevalence is also low – but there are indications that it is increasing.

2. Priority Geographic Areas

The Priority Geographic Areas identified in AusAID's Program Design Document included:

- Indonesia
- Pacific regional, including in-country work in Fiji and Solomon Islands
- Greater Mekong, including regional and work in Vietnam, Burma, Laos, Cambodia, Philippines, and Guangxi Autonomous Region and Yunnan Province of China
- Timor Leste

AusAID noted that this list was not intended to be exhaustive and may change over the life of the Program. Consortium members have taken these priorities into account in developing projects, and the Year 1 Annual Plan broadly reflects this. Rather than trying to cover all areas, members have put forward work with partners that has the most potential to progress and develop in the first year of the Program. The ongoing balance of the work across geographic areas will continue to be assessed and reviewed.

In the Pacific, the majority of proposals for Year 1 involve work primarily with partners based in Fiji. However, members see this as a starting point which can be built upon, by extending the benefits of these partnerships to the Pacific more generally. The Consortium is also aware of the need to ensure that Asia Pacific regional activities do actively seek to include and involve the Pacific.

Papua New Guinea was not included in this Program, as funding for capacity-building and partnership activities is intended to come as part of the PNG-Australia HIV and AIDS Program. However, the Consortium has been able to act as a forum for members seeking to work within PNG, and a liaison point with the Program in PNG. Regional activities can and should include PNG participants, and the Consortium will continue to look for synergies and linkages which include PNG.

3. Approach in Each Geographic Area

Consortium members routinely keep up-to-date with epidemiological trends, and the latest relevant research, to support their work. The Consortium offers more opportunities to share and develop this knowledge – through country/regional-based discussions amongst members, and through better collaboration around important conferences and events.

In developing a contextual analysis of each area, the Consortium focussed on setting a solid framework within which members could pursue their own investigation and liaison in developing partnerships.

The following steps were taken in developing a contextual analysis, strategic approach, and liaison plan for each geographic area:

1. Copies of all local HIV/AIDS Strategies and Plans were obtained by the Secretariat and circulated to members.
2. The AusAID funding context was investigated, and project design documents sought if available.
3. Members conducted a Contextual Analysis of each area, including compiling a list of donor programs working in the area, and sharing existing information and knowledge.
4. The Secretariat and AusAID's Health and HIV Thematic Group jointly had an initial meeting with identified key AusAID contacts in each area. The Program was introduced, and advice sought on context, priorities and initial ideas for partnerships to be pursued. Ongoing liaison plans were agreed.
5. Feedback from these meetings was circulated to all Consortium members, prior to members beginning to liaise with partners.
6. Follow-up meetings between the Secretariat and key contacts were sought in-country for those areas where more liaison was required – particularly Indonesia and the Mekong.
7. Where possible members have sought to coordinate visits. Protocols for providing notice and making contact with AusAID in-country were developed.

This approach has developed as the way by which the Consortium ensures that projects are aligned with national/regional strategies, and are complementary to the work of AusAID and other donors. It will continue to develop as projects move towards implementation, and will need to be utilised to maximise input into project and Program-level monitoring and evaluation. Ongoing liaison, consultation and problem-solving will be supported through the Secretariat.

Activity Summary across Program Objectives and Geographic Area

Year 1	Indonesia		Pacific		Greater Mekong		East Timor		Asia Pacific Regional	
	Total budget		Total budget		Total budget		Total budget		Total budget	
	\$760,864		\$857,677		\$711,859		\$321,454		\$987,416	
<i>Objective 1:</i> to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services	ASC		ASC	✓	ASC	✓	ASC		ASC	✓
	ASHM	✓	ASHM	✓	ASHM	✓	ASHM	✓	ASHM	✓
	AFAO		AFAO		AFAO		AFAO		AFAO	
	AIVL		AIVL		AIVL	✓	AIVL		AIVL	
	ARCSHS		ARCSHS		ARCSHS		ARCSHS		ARCSHS	
	NCHSR		NCHSR		NCHSR		NCHSR		NCHSR	
	NRL	✓	NRL	✓	NRL		NRL		NRL	✓
	NCHECR Scarlet		NCHECR Scarlet	✓	NCHECR Scarlet		NCHECR Scarlet		NCHECR Scarlet	
<i>Objective 2:</i> to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research	ASC		ASC		ASC		ASC		ASC	
	ASHM		ASHM		ASHM		ASHM		ASHM	
	AFAO		AFAO		AFAO		AFAO		AFAO	
	AIVL	✓	AIVL		AIVL		AIVL		AIVL	
	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓
	NCHSR	✓	NCHSR	✓	NCHSR	✓	NCHSR	✓	NCHSR	✓
	NRL		NRL		NRL		NRL		NRL	
	NCHECR Scarlet	✓	NCHECR Scarlet		NCHECR Scarlet	✓	NCHECR Scarlet		NCHECR Scarlet	
<i>Objective 3:</i> to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services	ASC		ASC	✓	ASC	✓	ASC		ASC	
	ASHM		ASHM		ASHM		ASHM		ASHM	
	AFAO	✓	AFAO	✓	AFAO	✓	AFAO		AFAO	✓
	AIVL	✓	AIVL		AIVL	✓	AIVL		AIVL	✓
	ARCSHS		ARCSHS		ARCSHS		ARCSHS		ARCSHS	
	NCHSR		NCHSR		NCHSR		NCHSR		NCHSR	
	NRL		NRL		NRL		NRL		NRL	
	NCHECR Scarlet		NCHECR Scarlet	✓	NCHECR Scarlet		NCHECR Scarlet	✓	NCHECR Scarlet	✓
<i>Objective 4:</i> to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors	ASC	✓	ASC	✓	ASC	✓	ASC	✓	ASC	✓
	ASHM	✓	ASHM	✓	ASHM	✓	ASHM	✓	ASHM	✓
	AFAO	✓	AFAO	✓	AFAO	✓	AFAO		AFAO	✓
	AIVL	✓	AIVL		AIVL	✓	AIVL		AIVL	✓
	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓	ARCSHS	✓
	NCHSR	✓	NCHSR	✓	NCHSR	✓	NCHSR	✓	NCHSR	✓
	NRL	✓	NRL	✓	NRL	✓	NRL		NRL	✓
	NCHECR Scarlet	✓	NCHECR Scarlet	✓	NCHECR Scarlet	✓	NCHECR Scarlet	✓	NCHECR Scarlet	✓

Indonesia – Summary of Contextual Analysis

LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategy	Implementation Plan	Funding Context
	National HIV/AIDS Strategy 2007-2010	National AIDS Plan 2007-2010	<ul style="list-style-type: none"> □ Australia/Indonesia Partnership for HIV (2008-2015) \$100 million □ Indonesia Partnership Fund administered by NAC (AusAID, UNDP, UNAIDS, DFID)

POINTS OF CONTACT:	National / Regional	AusAID	Other
	National AIDS Commission Ministry of Health	<ul style="list-style-type: none"> □ HIV/AIDS Advisor, AusAID Indonesia Country Office: Linette Collins □ Team Leader, HIV/AIDS Cooperation Program for Indonesia: Tim Mackay 	<ul style="list-style-type: none"> □ USAID □ Indonesia Partnership Fund □ Global Fund □ DFID □ Clinton Foundation □ International HIV/AIDS Alliance □ UNAIDS/UNODC

Strategic information:
<ul style="list-style-type: none"> ▪ HIV/AIDS and STI surveillance and reporting ▪ Behavioural surveillance ▪ Surveillance of expectant mothers ▪ Operational research (drug resistance, traditional medicine, impacts, epidemiological and behavioural)
Prevention:
<ul style="list-style-type: none"> ▪ Increase voluntary testing and counselling ▪ Condom use, harm reduction, PMTCT, STI prevention, safe transfusion, universal precautions ▪ Behaviour change, health promotion, life skills ▪ Education for general population ▪ Child support, care and protection ▪ 'High-risk' groups: male, female, and transgendered sex workers and their clients, IDU and their partners, MSM, prisoners ▪ 'Vulnerable' populations: high mobility (civilian and military), healthcare staff, refugees/IDPs, women, teenagers, street children, expecting mothers, those who received blood transfusions
Treatment and care:
<ul style="list-style-type: none"> ▪ Improve drug and reagent procurement, distribution and management to guarantee availability ▪ Nutrition services ▪ Education and training for healthcare workers and those working in prevention ▪ Increase access to high-risk populations ▪ Support and involvement of PLHA ▪ Improve laboratories
Governance:
<ul style="list-style-type: none"> ▪ Encourage conducive environments (legislation review, advocacy support, capacity building at local level and civil society) ▪ Engage in multiparty coordination and harmonisation (institutional capacity-building, information and communication, international cooperation) ▪ Ensure a sustained response (advocacy, human resources, infrastructure and facilities, policy development).

Indonesia – Strategic Approach and Liaison Plan

Strategic Approach

All AusAID programs must support and fit within the national plan, and operate under the coordination of the NAC. Members in the research and community sectors have arranged to visit Indonesia in delegations to meeting with sub-committees of NAC.

The NAC must provide formal approval of projects to be pursued. The Secretariat will work with s 22(1)(a)(ii) to facilitate this process.

Travel by Consortium Members

Consortium Members should travel on a business visa as they are representing an AusAID program.

s 22(1)(a)(ii) and the HCPI should be informed of all travel plans. The HCPI can provide logistic support. When travelling to Provinces outside Jakarta the HCPI can liaise with local AIDS Commissions and provide Infrastructure support (ground transport, office facilities, communication etc). The Consortium Secretariat will assist travel plans and introductions.

INDONESIA Partnerships Year 1

Consortium Member	Project Name	Existing/Potential Partners	Project Summary
Australasian Society for HIV Medicine (ASHM)	Strengthening the capacity of the health workforce in the national response to HIV in Indonesia	HIV Secretariat, Indonesian Medical Association	Strengthen capacity to represent the interests and needs of the clinical workforce, and contribute to the national Indonesian HIV program.
Australian Federation of AIDS Organisations (AFAO)	Scoping study for future support of the Indonesian Men's Sexual health Network	Indonesian Men's Sexual Health Network	Conduct consultation process to enable the development of a range of effective capacity development initiatives.
Australian Injecting and Illicit Drug Users League (AIVL)	Capacity development of community and research sectors for peer-based HIV services for people who inject drugs in Indonesia	Indonesian National Drug User Network	Support organisational capacity development and systems strengthening. Work with Consortium members to ensure community involvement is embedded in research capacity. Conduct scoping visit in collaboration with Scarlet Alliance.
Australian Research Centre in Sex, Health and Society (ARCSHS) AND National Centre in HIV Social Research (NCHSR)	Building HIV social research capacity in Indonesia	Hasanuddin University, South Sulawesi; GAYa NUSANTARA Foundation, Surabaya; University of Indonesia; Research Working Group from the National AIDS Commission	Build HIV social research capacity in selected institutions, identified through existing links and consultation with the NAC and HIV/AIDS Program Indonesia.
National Serology Reference Laboratory (NRL)	Integrated laboratory training, HIV testing and QA in Indonesia	Clinton Foundation; Ministry of Health	Assist in establishing an External Quality Assessment Scheme (EQAS), and promote the development of local expertise, improved processes and infrastructure by supporting key laboratories as central focal points in establishing and supporting a national network of laboratories.
National Centre in HIV Epidemiology and Clinical Research (NCHECR)	Support for clinical and epidemiological HIV research capacity in Indonesia	1-2 research institutions (to be determined in consultation with the National AIDS Commission)	Consolidate and broaden the technical research capacity of key personnel in the methodology of HIV-related clinical and epidemiologic research, in policy guidance and research agenda setting, and engagement of affected communities

Pacific – Summary of Contextual Analysis

	Regional Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	Draft Pacific Regional Strategy on HIV and Other STIs (2009-2013)	Pacific Regional Strategy Implementation Plan	<ul style="list-style-type: none"> □ Global Fund Round 5 to July 08 □ Round 7 grant US\$25m (08-13) □ Move towards pooled donor funding and coordinated regional/national plans <p><i>Note: Fiji/Solomons not supported in Global Fund Round 7, except through regional activities.</i></p>
POINTS OF CONTACT:	Regional Secretariat of the Pacific Community (HIV and STI team)	AusAID <ul style="list-style-type: none"> □ First Secretary, Suva: s 22(1)(a)(ii) □ Pacific HIV Program Adviser, Canberra: s 22(1)(a)(ii) □ Pacific Regional HIV/AIDS Project, Suva (ends July 2008): s 22(1)(a)(ii) 	Other <ul style="list-style-type: none"> □ ADB □ NZAID □ Fiji School of Medicine □ UNAIDS □ UNFPA □ Red Cross □ PIAF

Strategic information

- Regional guidelines for good research practice
- Understand patterns of vulnerability, barriers to service uptake
- Strengthen surveillance

Prevention

- Support/adapt BCC materials
- Education targeting general population, most-at-risk groups (sex workers, MSM, seafarers, uniform services)
- Peer-based education and advocacy of PLHA
- Strengthen counseling for testing and management
- Blood safety and universal precautions
- Mother-to-child transmission
- Condom social marketing

Treatment and care

- Support development of guidelines and minimum standards
- One core care team per country
- Peer support for clinicians
- Strengthen regional training and educational institutions
- Quality assurance
- Financial support and assistance to PLHA
- Focus on diagnosis linked to treatment
- Support regional pharmacists/procurement
- Regional and national laboratory services

Governance

- Policy development
- Leadership development
- Education and involvement of parliamentarians and other community leaders
- Declaration/legislation against stigma and discrimination

2a. Fiji

	National Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategic Plan for HIV/AIDS (2004-2006)		Ministry of Health FJ\$500,000 pa
POINTS OF CONTACT:	National National Advisory Council on AIDS	AusAID <ul style="list-style-type: none"> □ Second Secretary, Suva: s 22(1)(a)(ii) (liaison with FSMed) 	Other

2b. Solomon Islands

	National Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National HIV Policy and Multi-sectoral Plan (2005-2010)		
POINTS OF CONTACT:	National National AIDS Committee	AusAID	Other

Pacific – Strategic Approach and Liaison Plan

Liaison Plan

The Secretariat will keep key contacts informed as the Program develops. Possible role for Secretariat to pursue high-level representation - such as six-monthly meetings with AusAID and SPC - and feed back to members

Travel by Consortium Members

Travel can proceed. While in-country, Consortium members should to make contact with SPC, the Post in Suva and PRHP.

PACIFIC Partnerships Year 1

Consortium Member	Project Name	Existing/Potential Partners	Project Summary
Albion Street Centre (ASC)	Support for the Fiji School of Medicine to strengthen HCW education in HIV and sexual health	Fiji School of Medicine	Strengthen the capacity of the Fiji School of Medicine to train health care workers to provide integrated and responsive sexual health services in Fiji and other Pacific Island Countries and Territories. Delivered in partnership with Scarlet Alliance.
Australasian Society for HIV Medicine (ASHM)	Support for OSSHHM Secretariat and Work Plan	Oceania Society for Sexual Health and HIV Medicine (OSSHHM)	Strengthening organisational capacity of OSSHHM to represent interests and needs of the clinical workforce, and contribute to regional and national HIV programs.
Australian Federation of AIDS Organisations (AFAO)	ACON/AFAO/PSDN Leadership Development Collaboration	Pacific Sexual Diversity Network	Increase capacity in organisational management, leadership, and skills transfer. Delivered in partnership with ACON.
Australian Research Centre in Sex, Health and Society (ARCSHS) AND National Centre in HIV Social Research (NCHSR)	Strengthening HIV social research through the establishment of a Pacific Institute for HIV and STI Research	Fiji School of Medicine, the University of the South Pacific, and the SPC	Assist in the development of a Pacific Institute for HIV and STI Research. This Institute will strengthen Pacific-wide researchers' HIV social research skills.
National Serology Reference Laboratory (NRL)	Scoping activities for the successful implementation of HIV rapid testing VCT centres in the Pacific	Fiji School of Medicine; World Health Organization; Secretariat of the Pacific Community; Mataika House, Fiji	Determine contributions to the implementation of WHO HIV testing strategies in the Pacific and other activities that will ensure the success of the strategies long-term.
Scarlet Alliance (Australian Sex Workers Association)	Support for the capacity building of sex workers in Fiji	Active sex worker community representatives – some of which are employed by, volunteering for or involved in services working with sex workers; service providers to sex workers; healthcare worker training providers – Fiji School of Medicine	Facilitate strategic partnerships with services working with and involving sex workers; capacity development of local sex workers via an autonomous network; facilitate local sex workers contribution to the development and delivery of a HIV training package for health care workers through the autonomous network. Developed in collaboration with Albion Street Centre.

Greater Mekong – Summary of Contextual Analysis

Funding Context							
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	HIV/AIDS Asia Regional Program (2007-2015) \$59 million						
POINTS OF CONTACT:	<table border="1"> <thead> <tr> <th>Regional</th> <th>AusAID</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td></td> <td> <input type="checkbox"/> AusAID Minister-Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> AusAID Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> HAARP Program Director, Bangkok: s 22(1)(a)(ii) </td> <td> <input type="checkbox"/> UNAIDS <input type="checkbox"/> UNODC <input type="checkbox"/> WHO <input type="checkbox"/> USAID <input type="checkbox"/> DFID <input type="checkbox"/> International HIV/AIDS Alliance <input type="checkbox"/> FHI <input type="checkbox"/> ADB </td> </tr> </tbody> </table>	Regional	AusAID	Other		<input type="checkbox"/> AusAID Minister-Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> AusAID Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> HAARP Program Director, Bangkok: s 22(1)(a)(ii)	<input type="checkbox"/> UNAIDS <input type="checkbox"/> UNODC <input type="checkbox"/> WHO <input type="checkbox"/> USAID <input type="checkbox"/> DFID <input type="checkbox"/> International HIV/AIDS Alliance <input type="checkbox"/> FHI <input type="checkbox"/> ADB
	Regional	AusAID	Other				
	<input type="checkbox"/> AusAID Minister-Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> AusAID Counsellor, Bangkok: s 22(1)(a)(ii) <input type="checkbox"/> HAARP Program Director, Bangkok: s 22(1)(a)(ii)	<input type="checkbox"/> UNAIDS <input type="checkbox"/> UNODC <input type="checkbox"/> WHO <input type="checkbox"/> USAID <input type="checkbox"/> DFID <input type="checkbox"/> International HIV/AIDS Alliance <input type="checkbox"/> FHI <input type="checkbox"/> ADB					

HIV and harm reduction relating to drug use – regional and national focus

3a. Vietnam

LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategy	Implementation Plan	Funding Context
POINTS OF CONTACT:	National Strategy on HIV/AIDS Prevention and Control in Vietnam till 2010 with a Vision to 2020		
	National Committee for Prevention and Control of AIDS, Drugs and Prostitution	<input type="checkbox"/> s 22(1)(a)(ii)	<input type="checkbox"/> s 22(1)(a)(ii)

3b. Cambodia

LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategy	Implementation Plan	Funding Context
POINTS OF CONTACT:	National Strategic Plan for a Comprehensive and Multisectoral Response to HIV/AIDS (2006-2011)		
	National AIDS Authority	<input type="checkbox"/> s 22(1)(a)(ii)	

3c. Laos

LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategy	Implementation Plan	Funding Context
POINTS OF CONTACT:	National Strategic and Action Plan on HIV/AIDS/STI (2006-2010)		
	National AIDS Committee	<input type="checkbox"/> s 22(1)(a)(ii)	

GREATER MEKONG Partnerships Year 1

Consortium Member	Project Name	Existing/Potential Partners	Project Summary
Albion Street Centre (ASC)	Lao PDR-Thai-Australia Collaboration in HIV Care and Nutrition	Lao PDR Ministry of Health, particularly the Centre for HIV/AIDS/STI and the Champassak Health Services; Thai Red Cross AIDS Research Centre (TRCARC) and Institute of Nutrition, Mahidol University	Build the capacity of the Thai Red Cross AIDS Research Centre to work with Lao PDR partners to scale up and manage their HIV services, focusing on the area of nutrition.
Australasian Society for HIV Medicine (ASHM)	Support for HCW involved in HIV related care in Cambodia, Vietnam and other Mekong area countries	Cambodian Society Against AIDS; National Center for HIV/AIDS, Dermatology and STDs Initial contacts in Vietnam and Laos	Pursue consultation with possible partners in Cambodia, Vietnam and Laos, as well as AusAID, in order to ascertain the degree and nature of support which might be requested. Potential joint work with ATVL.
Australian Injecting and Illicit Drug Users League (AIVL)	Capacity support for the emergent Burmese drug users network Support for the development of a Cambodian Drug User Organisation	Burma: Drug users network Cambodia: Korsang	Support development of a national network; develop links and relationships. Support the development of a Cambodian drug user organisation, and develop and deliver training programs specific to needs of the developing group.
Australian Research Centre in Sex, Health and Society (ARCSHS) AND National Centre in HIV Social Research (NCHSR)	Building HIV social research capacity in Mekong region (Vietnam and Cambodia)	Institute of Social Development Studies, Hanoi	Build HIV social research capacity in selected institutions, identified through existing links and consultation with AusAID.
National Centre in HIV Epidemiology and Clinical Research (NCHECR)	Support for clinical and epidemiological HIV research capacity in Cambodia	Cambodia: National Center for HIV/AIDS, Dermatology and STDs; National Institute of Public Health Initial contacts in Vietnam/Laos	Consolidate and broaden the current technical research capacity of key personnel of partner institutions in Cambodia in the methodology of HIV-related clinical and epidemiologic research. Conduct needs assessment in other countries, identifying potential partners and/or trainees.

3d. Philippines

	National Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	Fourth AIDS Medium-Term Plan (2005-2010)		Institutionalizing Adolescent Reproductive Health Through Life Skills-Based Education (2005-2009) \$1.3 million
POINTS OF CONTACT:	<i>National</i> Philippine National AIDS Council	<i>AusAID</i> □ s 22(1)(a)(ii)	<i>Other</i>

3e. Burma

	National Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National Strategic Plan on HIV and AIDS (2006-2010)		<ul style="list-style-type: none"> □ Program for Humanitarian Assistance Burma (2007-2012) □ Member of UN Expanded Theme Group □ Three Diseases Fund (2007-2011) \$15 million
POINTS OF CONTACT:	<i>National</i> National AIDS Committee	<i>AusAID</i> □ s 22(1)(a)(ii)	<i>Other</i>

3f. China (Guangxi + Yunnan)

	National Strategy	Implementation Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	China's Action Plan (2006-2010) for Reducing and Preventing the Spread of HIV/AIDS		<ul style="list-style-type: none"> □ China Australia Integrated Health and HIV/AIDS Program (2007-2012) \$5m HIV component □ Xinjiang HIV/AIDS Prevention and Care Project (2002-2009) \$18m □ China HIV/AIDS Roadmap Tactical Support Project (2005-2008) \$4m
POINTS OF CONTACT:	<i>National</i> National Centre of AIDS and STD	<i>AusAID</i> □ s 22(1)(a)(ii)	<i>Other</i> □ Clinton Foundation

Greater Mekong – Strategic Approach and Liaison Plan

Strategic Approach

Secretariat to maintain liaison with AusAID Asia Regional Hub – to ensure Program fits with overall AusAID objectives, and to coordinate a combined approach as much as possible.

Travel by Consortium Members

Members are required to provide notice of visits – initially via the Secretariat to the Hub, and then by making contact at least one week before travel with a nominated AusAID contact in each country. The level of consultation will vary according to the country context, the relevance to the project, and the focus of AusAID activities in the country.

Timor Leste – Summary of Contextual Analysis

	National Strategy	National Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	National HIV/AIDS and STI Strategy (2006-2010)	Implementation Plan 2007	<input type="checkbox"/> Global Fund Phase 1 US\$3.6 million (2007-2008) Phase 2 (2009-2011)
	National / Regional	AusAID	Other
POINTS OF CONTACT:	National AIDS Commission Ministry of Health	<input type="checkbox"/> AusAID Development Counsellor, Dili: s 22(1)(a)(ii) <input type="checkbox"/> AusAID Policy Officer: s 22(1)(a)(ii)	<input type="checkbox"/> Global Fund Program Management Unit

Strategic information

- Behavioural research
- Epidemiology
- Surveillance and reporting

Prevention

- Target prevention to most-at-risk groups: sex workers, MSM, clients of sex workers, national police and armed forces, youth
- Community awareness campaigns
- Counseling and testing through peer-education/outreach, and STI clinics
- Blood safety and universal precautions
- PMTCT

Treatment and care

- Establish national guidelines/protocols
- Support diagnosis across all levels of health system
- Integrate with STI treatment
- Provision of treatment in central locations
- Human resource development
- Infrastructure support: lab and pharmaceuticals

Governance

- Policy multi-sectoral response supported through NAC
- national/district linkages
- HIV positive program

Timor Leste – Strategic Approach and Liaison Plan**Strategic Approach**

Consortium members should contact the head of the Global Fund Management Unit In-country.

The Secretariat will keep the AusAID Country Office informed as the program develops.

Travel by Consortium Members

Due to the ongoing security issues in Timor, consortium members should check the DFAT Travel advisory.

TIMOR-LESTE Partnerships Year 1

Consortium Member	Project Name	Existing/Potential Partners	Project Summary
Australasian Society for HIV Medicine (ASHM)	Support for Timor Leste Medical Association Working Group	HIV Working Group, National Hospital; Timor Leste Medical Association	Support clinical service delivery through organisational development, mentoring, training, technical expertise
Australian Research Centre in Sex, Health and Society (ARCSHS) AND National Centre in HIV Social Research (NCHSR)	Strengthening HIV social research capacity in Timor Leste	Institute for Health Services; University of Timor Leste; University of Peace	Build HIV social research capacity
Scarlet Alliance (Australasian Sex Workers Association)	Improved advocacy and leadership capacity of sex workers in Timor-Leste	Peer staff working with Fundasaun Timor Hari'i (FTH) as well as other Timor-Leste sex workers	Build capacity of sex workers to provide effective advocacy, leadership and representation.

Asia Pacific Regional – Summary of Contextual Analysis

	National Strategy	National Plan	Funding Context
LOCAL HIV/AIDS STRATEGIES, PLANS AND FUNDING:	Australia's International HIV/AIDS Strategy: <i>Meeting the Challenge</i> Currently being reviewed.	N/A	N/A
	National / Regional	AusAID	Other
POINTS OF CONTACT:	<ul style="list-style-type: none"> □ UNAIDS □ Global Fund □ ALFP □ Asia Pacific Business Coalition □ Clinton Initiative □ PNG-Australia/HIV and AIDS Program (2007-2012) \$100 million 	<ul style="list-style-type: none"> □ Health and HIV Thematic Group □ AusAID Minister-Counsellor, Bangkok: Philippe Allen □ AusAID Pacific HIV Program Adviser, Canberra: s 22(1)(a)(ii) □ Program Director, PNG-Australia HIV and AIDS Program: s 22(1)(a)(ii) 	

Asia Pacific Regional – Strategic Approach and Liaison Plan

- Regional and sub-regional activities are to be supported, including south-south activities.
- Support from Asia Regional Hub to pursue regional activities linking Mekong countries together, or linking Asia and the Pacific. While Thailand is not a priority country, projects which make use of expertise within Thailand, or link other countries with Thailand may be supported.
- PNG is included in the program through participation in regional activities/events, rather than any stand-alone projects.

ASIA PACIFIC REGIONAL Partnerships and Activities Year 1

Consortium Member	Project Name	Existing/Potential Partners and/or Projects	Project Summary
Albion Street Centre (ASC)	SafeHandS network	SafeHandS network	Continue, maintain and extend the activities of SafeHandS, a network for health care worker safety in the Asia-Pacific region, and support individual health facilities to become demonstration sites for safety improvement.
Australasian Society for HIV Medicine (ASHM)	Regional activities in conjunction with Annual ASHM Conference International Short Course in HIV and Related Issues Regional clinical mentoring program A guide to early clinical detection of HIV in Asian and Pacific populations	Regional HIV and sexual health professional societies; Asia and Pacific HIV and AIDS Paediatric Consortium; Asia Pacific Neurological AIDS Consortium. Regional HIV and sexual health professional societies; Clinical advisory group members; AusAID HIV technical advisers in program countries; Regional HIV donor programs; National AIDS Commissions and Ministries of Health HIV and Sexual health professional societies in the region Collaboration with TREAT Asia	Build technical capacity and sustain communication and networks through annual meetings. Conduct short course in the clinical management of HIV and related conditions for health care professionals from Asia and the Pacific, immediately prior to the annual ASHM conference. Increase the number of skilled personnel available to support clinical mentoring in regional countries. Produce a clinical resource designed to enhance the capacity of health care professionals to identify HIV.
Australian Federation of AIDS Organisations (AFAO)	APCASO/AFAO Strengthening regional advocacy program	Asia Pacific Council of AIDS Service Organizations	Strengthen country-level community sector advocacy capacity; strengthen regional community sector advocacy capacity
Australian Injecting and Illicit Drug Users League (AIVL)	Support for the International Network of People who Use Drugs in the Asia Pacific Region (INPUD AP)	INPUD Asia Pacific; Asia Pacific drug user (nascent) networks and organisations	Assist in organisational establishment, and provide training and support opportunities to assist the development of a network of regional drug user organisations.
Australian Research Centre in Sex, Health and Society	Building an Asia-Pacific Network of HIV Social Researchers	University of Indonesia; Cenderawasih University, Tanah Papua; Hanoi Medical University; Institute of Sociology, Vietnam; National Social Science Institute,	Develop an Asia-Pacific Network of HIV Social Researchers, as a way of building HIV social research capacity in the Asia-Pacific

(ARCSHS) AND National Centre in HIV Social Research (NCHSR)		Vietnam; Fiji School of Medicine, Dept of Public health; University of the South Pacific; PNG Institute for Medical Research; National Research Institute, PNG; Institute for Health Services, Timor Leste; University of Timor Leste; and others.	region. The Network will enhance the skills of researchers to build to build an evidence base regional policy and programs and to work together on research projects thus building South-South co-operation.
National Serology Reference Laboratory (NRL)	Regional HIV Laboratory Seminar in conjunction with ASHM Conference	Regional partners, ASHM	Provide training and support a regional network of laboratory managers and technicians in matters of quality assurance and the use of appropriate technologies for HIV testing.
Scarlet Alliance (Australian Sex Workers Association)	Strengthening strategic partnerships for sex workers in the Asia Pacific region	Empower Foundation, Thailand; Friends Franglpani, PNG; COSWAS, Taiwan; Zi Teng, Hong Kong; sex workers in Mongolia; individuals and small networks in Fiji and Timor Leste; Women's Network for Unity, Cambodia; New Zealand Prostitutes Collective; and others.	Build on existing and emerging links and relationships and contribute to strategic partnerships between sex worker leaders and sex worker organisations in the region.

Agreement 46806
Amendment No. 1

3) Year One Budget (2008-2009)

[Agreement 46806
Amendment No. 1]

Regional HIV Capacity Building Program Year 1 Budget (2008-2009)

Summary

	AUD Amount
A) Secretariat Budget for Year 1	\$395,460
B) Work Plan Implementation Budget Summary Year 1 (Consortium Members Project Proposals)	\$3,639,270
TOTAL	\$4,034,730

A) Secretariat Budget for Year 1

Implementation Phase Year 1	July 2008-June 2009
Program Director	Up to 108,000
Administrative Assistance (up to 0.4 EFT)	\$23,000
On-costs 16% (Super, Workcover, Leave loading)	\$20,960
Hosting fee	\$42,000
Finance Officer (contract basis)	\$10,000
Legal advice	\$15,000
Financial Manager*	\$10,000
Promotion, publicity	\$5,000
Consortium Group meeting costs **	\$48,700
Teleconference costs	\$2,800
Secretariat travel costs	\$25,000
Program Coordination Committee***	\$5,000
ACFID Code of Conduct compliance	\$10,000
Technical expertise (affected communities, gender)	\$20,000
M & E	\$30,000
Recruitment costs	\$20,000
TOTAL	\$395,460

* This will be sought on a pro bono basis, and any saving returned to the Program.

** 6 Meetings

Sitting fees	27,000
Catering	3,200
Chair	6,000
Travel	12,500
TOTAL	48,700

*** Additional costs may need to be sought from AusAID to cover the costs of additional representation on this body from the region.
NB. Any savings will be returned to the collective budget pool for implementation in Year 2.

B) Work Plan Implementation Budget Summary Year 1 (Consortium Members Project Proposals)

	Indonesia	Pacific	Greater Mekong	East Timor	Asia Pacific Regional	TOTAL
Albion Street Centre (ASC)		\$137,463	\$220,000		\$50,000	\$407,463
Australasian Society for HIV Medicine (ASHM)	\$92,048	\$71,494	\$57,392	\$74,896	\$28,952 \$28,840 \$11,176 \$41,440	\$406,238
Australian Federation of AIDS Organisations (AFAO)	\$26,450	\$131,754			\$249,200	\$407,404
Australian Injecting and Illicit Drug Users League (AIVL)	\$65,677		\$38,526 \$69,793		\$233,468	\$407,464
Australian Research Centre in Sex, Health and Society (ARCSHS)			\$127,790			\$127,790
National Centre in HIV Social Research (NCHSR)				\$91,987		\$91,987
JOINT PROJECTS - Australian Research Centre in Sex, Health and Society (ARCSHS) & National Centre in HIV Social Research (NCHSR)	\$155,540	\$277,300			\$161,843	\$594,683
National Serology Reference Laboratory (NRL)	\$212,499	\$69,804			\$99,467	\$381,770
National Centre in HIV Epidemiology and Clinical Research (NCHECR)	\$208,650		\$198,358			\$407,008
Scarlet Alliance (Australian Sex Workers Association)		\$169,862		\$154,571	\$83,030	\$407,463
TOTAL	\$760,864	\$857,677	\$711,859	\$321,454	\$987,416	\$3,639,270

4) Program Coordination Committee approved modifications to design

Goal, purpose and objectives

The overarching goal of this Program is:

Strengthened role of organisations and individuals in the Asia – Pacific region to respond effectively to HIV/AIDS.

The Program's purpose is:

To foster strategic partnerships and linkages between Australia and the Asia Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The Program Objectives are:

1. to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services;
4. to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors. (refers to multi-country activities); and
5. to develop the Consortium as an effective mechanism to achieve the Program goal.

Agreement 46806
Amendment No. 1

[Agreement 46806
Amendment No. 1]

5) Monitoring and Evaluation System (December 2008 approved version)

[Agreement 46806
Amendment No. 1]



HIV CONSORTIUM
For Capacity Building in Asia and the Pacific

The logo features the text 'HIV CONSORTIUM' in a bold, sans-serif font, with the tagline 'For Capacity Building in Asia and the Pacific' in a smaller font below it. The text is centered within a stylized graphic of two overlapping curved shapes, one green on top and one maroon on the bottom, resembling a lens or a stylized 'C'.

HIV CONSORTIUM
For Capacity Building in Asia and the Pacific

The logo features the text 'HIV CONSORTIUM' in a bold, sans-serif font, with the tagline 'For Capacity Building in Asia and the Pacific' in a smaller font below it. The text is centered within a stylized graphic of two overlapping curved shapes, one green on top and one maroon on the bottom, resembling a lens or a stylized 'C'.

**HIV Consortium
for
Capacity Building in Asia and the Pacific**

Monitoring and Evaluation System

FINAL December 2008

Table of Contents

1.0 INTRODUCTION	1
1.1 Challenges	1
1.2 Design	2
1.3 Process.....	2
2.0 THE MONITORING AND EVALUATION SYSTEM	3
2.1 Program Logic Model	3
2.2 Concepts	3
2.3 Performance indicators	5
2.4 M & E for Continuous Performance Improvement	8
2.4.1 Monitoring	8
2.5 Annual Progress Reports	9
2.5.1 Program Component Progress Reports (PCPRs)	9
2.5.2 Partnership Evaluation Tool	9
2.5.3 Consortium Progress Report (CPR)	10
2.6 Evaluation	10
2.6.1 AusAID's independent progress report	10
2.6.2 Final Evaluation – by Consortium	11
Appendix 1: Consolidated Program Timeline (separate file)	
Appendix 2: Program Component Annual Workplan July 2008-June 2009	13
Appendix 3: DRAFT Program Component Progress Report (PCPRs)	15
Appendix 4: DRAFT Partnership Evaluation	17
Appendix 5: DRAFT Consortium Progress Report (CPR)	19

1.0 Introduction

This document presents a framework for the monitoring and evaluation of the AusAID *Regional HIV Capacity Building Program* (the Program) as implemented through the HIV Consortium for Capacity Building in Asia and the Pacific (the Consortium).

The overarching Goal of the Program is:

Strengthened role of organisations and individuals in the Asia-Pacific region to contribute to effective responses to HIV.

Its Purpose is:

To foster strategic partnerships and linkages between Australian and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The following are the key Program Objectives:

- to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services*
- to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research*
- to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services*
- to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors (refers to multi country activities)*
- to develop the Consortium as an effective mechanism to achieve the Program goal*

The Consortium's overall approach in carrying out its work is outlined in detail in the three-year Consortium Workplan 2008 - 2011.

1.1 Challenges

Developing a Monitoring and Evaluation System (MES) for this Program has presented a number of challenges:

- Program activities are implemented by nine Consortium members
- Each member is pursuing multiple partnerships and linkages in multiple countries/regions
- Consortium members are drawn from the healthcare, research and community sectors, and each play unique roles with distinct constituencies within these sectors.

In the Year 1 Program Plan, 28 distinct Program Components have been approved. These will be implemented in eight countries, as well as numerous regional activities in following priority areas:

- Indonesia
- Pacific
- Mekong
- Timor Leste

- Asia Pacific Regional

The activities within and focus of Program Components varies greatly because:

- Partnerships and linkages are at differing stages of development (from already-established long-term relationships to initial set-up or scoping activities with networks or nascent/developing organisations)
- Partners have different priorities, strengths, current capacity, pace and needs – depending on the nature of the local context and the constituency within which they work.

In addition, the Program aims to be responsive, and to match the pace and needs of partnerships. So actual activities pursued, and thus outcomes, may differ from initial plans.

Other challenges relate to defining and measuring capacity, and more specifically with how to define and measure progress and success in relation to capacity building as pursued through partnerships – “twinning” relationships and networking are the predominant forms of activity in this Program.

1.2 Design

The Consortium has designed the MES to meet these challenges by:

- Developing an integrated system which incorporates the individual Program Components and the Consortium as a whole.
- Developing a system that can be applied across all Program Components, but also allow for diversity.
- Developing a system which is flexible, and allows for knowledge capture and analysis to continually feedback into activity design.

The MES is designed to be:

1. Cost effective - minimising the burden of data collection and reporting;
2. Useful to program development - as this is a new programming approach an action research method was adopted; and
3. Reliable and valid – for example, using multiple methods of data collection and triangulating data to build an accurate and complete picture of progress and achievements.

The MES is also designed to reflect the Consortium’s approach to capacity building and partnership, as well as the underlying principles which guide its work – particularly the involvement of people living with HIV and affected communities. These are outlined in detail in the three-year Consortium Workplan.

1.3 Process

The MES has been the result of collective discussions through regular Consortium Group meetings. In addition, the Consortium has established a Monitoring and Evaluation Working Group to draw on internal expertise, and to guide the development and implementation of the MES. The Consortium has also drawn on external expertise through consultants, Program Coordination Committee meetings and discussions with AusAID.

The Consortium is committed to learning by doing – i.e. developing and deepening the analysis on which this MES is based, and adjusting the MES as the Program develops. This will mean revising the frameworks and tools as necessary and appropriate, and in response to feedback from partners and stakeholders. However, attention will be paid to the integrity of the system, ensuring that the data remains consistent and comparable over time.

2.0 The Monitoring and Evaluation System

2.1 Program Logic Model

The main way in which the Consortium views success for this Program is in terms of the impact of Program activities in developing the role of organisations and individuals to contribute to effective national/regional HIV responses in Asia and the Pacific. This contextualises the Program within national/regional planning and implementation processes. The Program thus aims to support and add value to HIV responses.

The main means through which impact will be achieved is by building the capacity of partners (whether developing or established) to contribute to HIV responses.

The Consortium’s partnership approach allows for Program activities to build capacity in a sustainable way, and match and respond to need in a way that promotes local ownership and national/regional system development. The Consortium recognises that capacity building is a long-term process, and that it takes time for partnerships and linkages to develop and to be able to demonstrate impact.

A set of high-level indicators has been developed across the Program. These indicators reflect a program logic whereby quality partnerships contribute to strengthened capacity which then assists in developing the role of partners in contributing to effective responses to HIV/AIDS.

Capacity development is a crucial component in facilitating effective partner contributions to effective HIV responses. However, it must be remembered that this occurs within a broader context, and the actual role and impact of partners is mitigated by a range of factors at country/regional level.

2.2 Concepts

In measuring progress and success, developing performance indicators has required consideration of the following important concepts. These definitions will continue to develop as the Program progresses.

- Impact is demonstrated by strengthened role of partners in contributing to effective HIV responses.

The Program takes place within the context of a wide range of AusAID programs undertaken as part of AusAID’s International HIV Strategy to support countries in Asia and the Pacific to respond effectively to HIV. International practice and experience has shown that essential elements of an effective response at country level include:

- Leadership
- Prevention
- Care, support and treatment

- o Human rights and empowerment
- o Research

Partner roles in contributing to effective HIV responses are demonstrated by:

- o Increased national ownership of the response
- o Effective input in national/regional planning processes
- o Involvement in policy development at national/regional level
- o Increased advocacy for the relevant constituency
- o Advice and assistance with service development and delivery
- Increased capacity of partners is demonstrated by improvements in:
 - o Organisational and leadership development of partners and networks
 - o Knowledge and skill development in the relevant field
 - o Ability to promote the interests of the relevant constituency/ies (e.g. affected communities, researchers, healthcare workers)
 - o Sustainability of improved capacity
- Quality of partnerships is demonstrated by:
 - o Developing a shared goal and purpose
 - o Relationships between partners
 - o Taking action together
 - o Building capacity within the partnership

Partners are defined as established organisations, or, where these do not exist, individuals, loose networks and nascent organisations. Some activities will have a primary target in a twinning relationship. Others will involve networking and collaboration between partners at a country/regional level (within and/or between sectors), or between partners from different countries.

- Consortium effectiveness is demonstrated by:
 - o Collaboration between Consortium members
 - o Coherence in approach and implementation in each geographic area
 - o Harmonisation/alignment with national/regional planning and existing programs
 - o Adequate and appropriate involvement of people living with HIV and affected communities (e.g. positive people, sex workers, people who inject drugs and men who have sex with men)
 - o Robust internal processes and functions – including financial management
 - o Value for money
 - o Monitoring and evaluation to clearly define, measure and support sustained performance improvement

2.3 Performance indicators

No single indicator will present full and accurate information on the Consortium achievements. Multiple indicators are used so that the pattern of results can suggest whether or not the Program goal has been achieved.

Narrative summary	Verifiable indicators	Means of verification	Risks
<p>Goal</p> <p>↑</p> <p>Strengthened role of organisations and individuals in the Asia-Pacific region to contribute to effective HIV responses</p> <p>Purpose</p> <p>↑</p> <p>Increased capacity of partners to contribute to effective national/regional responses to HIV</p>	<p>The percentage of stakeholders who rate the Consortium as having significant impact in strengthening the role of partners to contribute to effective HIV responses in their country/region.</p> <p>Number and qualitative summary of examples of strengthened partner roles in contributing to effective HIV responses as a result of Consortium activity.</p> <p>The percentage of stakeholders who rate the Consortium as having significant impact in strengthening the capacity of organisations and individuals in their country/region.</p> <p>Number and qualitative summary of examples of sustained increased capacity resulting from Consortium activity.</p> <p>The percentage of partners who report Consortium partnership is contributing to strengthened capacity resulting from Consortium activity.</p>	<p>Stakeholder feedback survey (Final Evaluation conducted by external consultant)</p> <p>Cases identified by Consortium members, reported in Program Component Progress Reports (Annual)</p> <p>Stakeholder feedback survey (Final Evaluation conducted by external consultant)</p> <p>Cases identified by Consortium members, reported in Program Component Progress Reports (Annual)</p> <p>Partnership Evaluation Tool (Annual)</p>	<p>Capacity building is not translated into real world impact.</p> <p>Partner roles are not supported, understood or recognised within the national/regional response.</p> <p>Political, security or legislative changes limit roles of partners.</p> <p>Agreement on need and priorities is not achieved with AusAID and national/regional bodies.</p> <p>Activities do not result in sustained organisational development or performance improvement.</p>
<p>Objectives</p> <p>↑</p> <p>1. to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services</p> <p>2. to develop the capacity of researchers and research institutions to develop and maintain a local evidence base</p>	<p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p>	<p>Program Component Progress Reports (Annual)</p> <p>Program Component Progress Reports (Annual)</p>	<p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p>

Monitoring and Evaluation

Page

6

HIV Consortium for Capacity Building in Asia and the Pacific

<p>on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research</p> <p>3. to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services</p>	<p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p>	<p>Program Component Progress Reports (Annual)</p>	<p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p>
<p>4. to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors (refers to multi country activities)</p> <p>5. to develop the Consortium as an effective mechanism to achieve the Program goal</p>	<p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>The percentage of partners who report that activities are consistent with principles of quality partnerships (as defined above).</p> <p>Partner feedback (qualitative) identifying activities as consistent with principles of quality partnerships (as defined above).</p> <p>Ratings of Consortium effectiveness (as defined above) by Consortium members.</p> <p>Qualitative accounts of Consortium effectiveness by Consortium members.</p> <p>Qualitative accounts of responding to feedback from partners and stakeholders, TAG, PCC and AusAID's independent progress report.</p>	<p>Program Component Progress Reports (Annual)</p> <p>Partnership Evaluation Tool (Annual), Program Component Progress Reports (Annual)</p> <p>Focus group discussion, reported in Consortium Progress Report (Annual)</p>	<p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Activities are not consistent with the principles of quality partnerships.</p> <p>Consortium effectiveness is not achieved.</p> <p>The Consortium's approach and activities are not well-promoted.</p>

Monitoring and Evaluation

Page

7

2.4 M & E for Continuous Performance Improvement

Monitoring of activities in relation to progress and financial acquittal is an important part of Consortium functioning. The approach to monitoring is described below.

However, the Consortium has designed its progress reporting to capture also the quality of activities, and progress against the overall goal, purpose and objectives of the Program as described above. The tools which the Consortium will develop for progress reporting therefore include both a monitoring and an evaluation component, in that they aim to capture a clear picture of the current situation, track changes and provide lessons and directions for continuous performance improvement.

This approach does not include the collection of baseline data, as it is focussed on looking at how partnerships develop over time, and reflecting on and adjusting approaches in response. The first round of progress reporting (including partnership evaluation) will take place in April 2009. This will aim to capture what changes and developments have occurred through the Program to date.

2.4.1 Monitoring

Monitoring of activities will be undertaken at a number of levels:

- individual Consortium members will monitor activities at Program Component level, in collaboration with partners. Members will be asked to outline their approach to monitoring in their Annual work plan for each Program Component
- the Secretariat will monitor the outputs, progress and financial acquittals of members for each Program Component (this includes six-monthly financial reports from members, trip reports, etc)
- the Secretariat will provide a consolidated six-monthly financial report to AusAID
- the Secretariat will provide an annual financial report (certified by an external financial manager – KPMG) and a final narrative report at the end of each year of operation
- the Consortium Group will meet monthly to assess the progress of the Program and to address and deliberate on issues of concern across the Program
- the Technical Advisory Group and Program Coordination Committee will review proposals for Program Components
- the PCC will meet at least twice each year to review the overall progress of the Program against the Annual Program Plan and to review reports
- AusAID will conduct annual Quality At Implementation reports each year
- AusAID will conduct an independent progress report (previously referred to as Mid Term Review)

A Consolidated Program Timeline is attached as Appendix 1.

In addition, each member will be required to provide a risk management strategy in their Annual Workplan, and to review this annually. The Secretariat will provide a risk management strategy for the Program overall, and review this annually.

2.5 Annual Progress Reports

Monitoring and evaluation will be facilitated and captured through three progress reports in April 2009, 2010 and 2011 and one Final Evaluation report in 2011. These are described below.

Progress reports for individual Program Components will feed into a Consortium Progress Report to be prepared in April each year. This allows progress reporting to inform the annual planning process – which involves an Annual Program Plan submitted to the Technical Advisory Group in May, and the Program Coordination Committee in June.

Progress reporting will include the following elements:

- 1) Program Component Progress Reports (PCPRs) – including a Partner Evaluation Tool
- 2) Consortium Progress Report (CPR)

These are described below.

2.5.1 Program Component Progress Reports (PCPRs)

- Annual
- One per Program Component
- Prepared by Consortium members
- Reporting against Program Component Annual Workplan

Annual Workplans for each Program Component will be submitted in Year 1. These work plans will be the result of consultations with partners and key stakeholders, and will define Key Objectives and Outcomes, Activities and approach to cross-cutting issues at Program Component-level. A template is included as Appendix 2.

The workplans require members to outline their approach to M and E at Program Component-level.

The Consortium will seek to engage an external consultant to assist with the overall MES and individual member M and E, and make any recommendations to assist in the first round of progress reporting.

Program Component Progress Reports will be completed against the Annual Workplans for each Program Component by Consortium members and submitted to the Secretariat. A draft template for the Program Component Progress Reports is included in Appendix 3.

The format of reporting on overall Program Performance Indicators will be based on the table on Page 6, and finalised well in advance to allow time for members to prepare a smooth process for data collection and reporting – both qualitative and quantitative. Prior to the first round of progress reporting, the Consortium Group will collectively discuss the template and the purpose and focus of each section of the report.

2.5.2 Partnership Evaluation Tool

To assist in Program Component M and E, and in order to develop consistency across Program Components, a Partnership Evaluation tool will also be developed, and implemented annually. This tool will aim to assess the current level of organisational

capacity, changes in capacity over time, and the contribution of the partnership to capacity development. It also aims to assess the quality of the partnership as it develops.

It will be filled in by member and partner/s. It will be expected to feed into the Consortium Component Progress Reports – especially the Key Objectives and expected Outcomes. It is not an objective measure of progress, but a tool to allow reflection and feedback to aid future partnership and activity development. Where a partner is not an established organisation, or the activity involves more than one partner, multiple evaluations may need to be completed and summarised. (A draft framework for this tool is provided in Appendix 4. It will be refined and finalised as a result of Consortium Group discussions, and the use of an external consultant.)

At least in the first year, copies of the Partnership Evaluations for each Program Component will be provided to the Secretariat, in order to draw out Key Results, Progress, Examples and Themes across the Program.

2.5.3 Consortium Progress Report (CPR)

- Annual
- One for the Consortium
- Prepared by the Secretariat
- Reporting against Consortium's Annual Program Plan

The Consortium Progress Report will report against Performance Indicators – including a summary of data from Program Component Progress Reporting, and a summary of a focus group discussion amongst Consortium members around a self-assessment of Consortium effectiveness. An external consultant will assist in synthesis and reporting of data and themes to aid the production of the report.

The report will include a summary of progress against the Consortium's Annual Program Plan by geographic area. It will summarise developments relating to risk management, cross cutting issues and sustainability, and draw out significant issues for future consideration.

A draft framework for the report can be viewed at Appendix 5. It will be refined and finalised as a result of Consortium Group discussions, and input from an external consultant.

2.6 Evaluation

Two key points in Program evaluation are the independent progress report conducted by AusAID, and the Final Evaluation carried out by the Consortium.

2.6.1 AusAID's independent progress report

Advice from AusAID's Office of Development Effectiveness is that: *'An Independent Progress Report is required at least every four years for monitorable activities. This can be done when it is of most use to the program, including to meet the need for a mid-term review.'*

The independent progress report will review progress but also be forward looking and where relevant address issues of transition/sustainability of work and inform future design. AusAID will use *'the standard OECD-DAC evaluation criteria (relevance,*

effectiveness, efficiency, impact [if feasible], and sustainability) and also assesses three areas of program management that tend to need improvement - gender equality, monitoring & evaluation, and analysis & learning'.

At this stage, this review is scheduled for July 2010. The Consortium will endeavour to contribute effectively to this review where appropriate, and to utilise the feedback provided in supporting continuing performance improvement.

2.6.2 Final Evaluation – by Consortium

The Final Evaluation is to be completed in June 2011. It is comprised of:

- A final summary of Consortium Progress
- Stakeholder Feedback survey (described below).

The approach is to assess the following:

- The process of implementation, i.e. the quality of the partnerships and the effectiveness of the Consortium
- The impact of Program Components, i.e. the level of effectiveness within regional and/or national responses.
- The impact of the Program overall.

The Final Evaluation will be conducted by an independent consultant engaged by the Secretariat.

Stakeholder feedback survey: The aim of the stakeholder feedback survey is to obtain feedback on the process of implementation, and impact of the Consortium's activities. This will be conducted at the end of the Program because impact will take time to achieve.

Sample: Stakeholders will be identified on a country/regional basis, and drawn from the following:

- AusAID
- Significant donor programs
- Significant national bodies/organisations
- Significant regional organisations
- Organisations of people living with HIV or affected communities
- Partners

These will be identified through collective Consortium discussions, and in consultation with AusAID.

Consideration will be given to the burden of data collection on particular individuals when choosing the final sample.

Instrument: Stakeholders will give feedback on the Program overall in the country/region, as well as draw out particular examples from specific Program Components if possible. The instrument will be developed around the themes of "impact" and "capacity building" as defined on Pages 3-5. It will be developed and refined through Consortium Group discussions, the use of an external consultant, and pilot tested prior to use.

Data collection: The questionnaire will be conducted via phone interview, or email. The confidentiality of responses will be explained to stakeholders to encourage honest responses.

Appendix 2: Program Component Annual Workplan July 2008-June 2009

Member Organisation:	
Program Component Title:	
Country/Region:	
Principal Contact:	
Description of Partner/Linkage:	
Collaborations with other Consortium members:	
Key Objectives - what are we trying to achieve? (the basis for judging success). Reference to overall Program Objectives and relevant national/regional objectives.	
Expected Outcomes in Year 1	
Monitoring and Evaluation Plan - what methods will you use to measure achievement of Key Objectives?	

List as many activities as required		Place and 'x' in the relevant months											
Activities	Description	Ju	A	S	O	N	D	Ja	Fe	M	A	M	Ju
Year 1		l	u	e	c	o	v	e	c	n	b	a	r
		g	p	o	o	o	o	o	o	o	o	o	o
		8	0	0	8	8	8	9	9	9	9	9	9
			8	8									
Activity 1:													
Activity 2:													
Activity 3:													
Activity 4:													

Brief summary of approach to the following:
How will sustainability of outcomes be addressed?
<ul style="list-style-type: none"> • •

How will cross cutting issues be addressed? GIPA, involvement of affected communities and gender where appropriate and relevant.

-
-

Identified Risks and Management Strategies

<i>Risk Event</i>	<i>Source of Risk</i>	<i>Impact</i>	<i>L</i>	<i>C</i>	<i>Management strategy</i>	<i>Responsible</i>
-------------------	-----------------------	---------------	----------	----------	----------------------------	--------------------

L = Likelihood (5=almost certain, 4= likely, 3= possible, 2=unlikely, 1=rare)
 C = Consequences (5=severe, 4=major, 3=moderate, 2=minor, 1=negligible)

Appendix 3: DRAFT Program Component Progress Report (PCPRs)
Frequency: Annual

Member Organisation:			
Program Component Title:			
Country/Region			
Reporting period:	/ /	to	/ /
Principal Contact:			
Report Compiled by:			
300 Word Limit for each section.			
Key Results			
Progress in relation to Key Objectives as stated in Annual Workplan			
Monitoring and Evaluation	Reporting against Consortium-wide indicators Program Component Monitoring and Evaluation		

Progress against stated Activities in the Annual Workplan

Activity 1:

Complete / In progress – on schedule / In progress – behind schedule / Not started

Comment:

Activity 2:

Complete / In progress – on schedule / In progress – behind schedule / Not started

Comment:

Activity 3:

Complete / In progress – on schedule / In progress – behind schedule / Not started

Comment:

Activity 4:

Complete / In progress – on schedule / In progress – behind schedule / Not started

Comment:

Issues relating to sustainability?

Comment:

How were cross cutting issues addressed? GIPA, Involvement of Affected Communities and Gender where appropriate and relevant.

Comment:

What challenges/risks were encountered, and how were they managed? For both member and partner.

Comment:

What opportunities or issues are emerging?

Comment:

Comments on original budget and actual expenditure? With reference to original workplan, and financial reporting provided to Secretariat in January, and expenditure since then.

Comment:

Appendix 4: DRAFT Partnership Evaluation
Frequency: Annual (February-April)

To be completed for each Program Component

This Partnership Evaluation Tool has been adapted from the VicHealth *Partnerships Analysis Tool*, the Self-Evaluation Tools for social partnerships developed by Seddon, et al, 2008. (Sustaining Effective Social Partnerships, National Centre in Vocational Education Research), and the NGO *Capacity Analysis Toolkit* by the International HIV/AIDS Alliance.

Member Organisation:			
Partner			
Country/Region			
Reporting period:	/ /	To	/ /
Principal Contact:			
Report Compiled by:			

For each section below please rank how important you think this is to the functioning and success of the partnership, and then rank to what degree this is already occurring in the partnership. This is to assist in reflection on the partnership and to suggest directions for future development of and within the partnership.

Is the partner?	A network	New organisation	Developed organisation
Is this partnership?	New	In the early stages	Developed
Assessment of organisational capacity (Key criteria will be developed for each of the following)	Assessment of current level		How much has this partnership contributed in this area?
Organisational strength – Will criteria such as resource generation / financial management & sustainability be agreed where appropriate with each partner?	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
HIV/AIDS technical capacity	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Promotion of participation of people living with HIV and affected communities	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Partnerships, referral systems and co-ordination	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Involvement in evidence- and consultation-based advocacy	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Assessment of quality of partnership (Key criteria will be developed for each of the following)	How important is this to the success of the partnership?		How much does this currently exist/take place?
Building shared goals and purpose	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Building relationships	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4

HIV Consortium for Capacity Building in Asia and the Pacific

Taking action together	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Building capacity within the partnership	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4

HIV Consortium for Capacity Building in Asia and the Pacific

Appendix 5: DRAFT Consortium Progress Report (CPR)
Frequency: Annual

Title: HIV Consortium for Capacity Building in Asia and the Pacific			
Reporting period:	/ /	to	/ /
Principal Contact:			
Report Compiled by:			
Key Results			
Monitoring and Evaluation	Reporting against indicators - summary of Program Component Progress Reporting - summary of focus group discussion on Consortium effectiveness		

Summary of Progress against the Year 1 Annual Program Plan	
Indonesia:	
Comment/recommendations:	
Pacific:	
Comment/recommendations:	
Mekong:	
Comment/recommendations:	
Timor Leste:	
Comment/recommendations:	
Asia Pacific Regional:	
Comment/recommendations:	

Issues relating to sustainability?
Comment:

How were cross cutting issues addressed? GIPA, Involvement of Affected Communities and Gender where appropriate and relevant.
Comment:

What challenges/risks were encountered, and how were they managed?

Comment:

What opportunities or issues are emerging?

Comment:

Comments on original Secretariat and overall Program budget and actual expenditure? With reference to consolidated financial reporting to AusAID in January, and expenditure since then.

Comment:

The logo for HIV Consortium, featuring a stylized eye shape with a green upper curve and a red lower curve. The text "HIV CONSORTIUM" is centered within the eye, with the tagline "For Capacity Building in Asia and the Pacific" below it.

HIV CONSORTIUM
For Capacity Building in Asia and the Pacific

The logo for HIV Consortium, featuring a stylized eye shape with a green upper curve and a red lower curve. The text "HIV CONSORTIUM" is centered within the eye, with the tagline "For Capacity Building in Asia and the Pacific" below it.

HIV CONSORTIUM
For Capacity Building in Asia and the Pacific

**HIV Consortium
for
Capacity Building in Asia and the Pacific**

Monitoring and Evaluation System

FINAL December 2008

2008

Table of Contents

1.0 INTRODUCTION	1
1.1 Challenges	1
1.2 Design	2
1.3 Process.....	2
2.0 THE MONITORING AND EVALUATION SYSTEM	3
2.1 Program Logic Model	3
2.2 Concepts	3
2.3 Performance indicators	5
2.4 M & E for Continuous Performance Improvement	8
2.4.1 Monitoring	8
2.5 Annual Progress Reports	9
2.5.1 Program Component Progress Reports (PCPRs)	9
2.5.2 Partnership Evaluation Tool	9
2.5.3 Consortium Progress Report (CPR)	10
2.6 Evaluation	10
2.6.1 AusAID's independent progress report	10
2.6.2 Final Evaluation – by Consortium	11
Appendix 1: Consolidated Program Timeline (separate file)	
Appendix 2: Program Component Annual Workplan July 2008-June 2009	13
Appendix 3: DRAFT Program Component Progress Report (PCPRs)	15
Appendix 4: DRAFT Partnership Evaluation	17
Appendix 5: DRAFT Consortium Progress Report (CPR)	19

1.0 Introduction

This document presents a framework for the monitoring and evaluation of the AusAID *Regional HIV Capacity Building Program* (the Program) as implemented through the HIV Consortium for Capacity Building in Asia and the Pacific (the Consortium).

The overarching Goal of the Program is:

Strengthened role of organisations and individuals in the Asia-Pacific region to contribute to effective responses to HIV.

Its Purpose is:

To foster strategic partnerships and linkages between Australian and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The following are the key Program Objectives:

1. *to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services*
2. *to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research*
3. *to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services*
4. *to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors (refers to multi country activities)*
5. *to develop the Consortium as an effective mechanism to achieve the Program goal*

The Consortium's overall approach in carrying out its work is outlined in detail in the three-year Consortium Workplan 2008 - 2011.

1.1 Challenges

Developing a Monitoring and Evaluation System (MES) for this Program has presented a number of challenges:

- Program activities are implemented by nine Consortium members
- Each member is pursuing multiple partnerships and linkages in multiple countries/regions
- Consortium members are drawn from the healthcare, research and community sectors, and each play unique roles with distinct constituencies within these sectors.

In the Year 1 Program Plan, 28 distinct Program Components have been approved. These will be implemented in eight countries, as well as numerous regional activities in following priority areas:

- Indonesia
- Pacific
- Mekong
- Timor Leste

- Asia Pacific Regional

The activities within and focus of Program Components varies greatly because:

- Partnerships and linkages are at differing stages of development (from already-established long-term relationships to initial set-up or scoping activities with networks or nascent/developing organisations)
- Partners have different priorities, strengths, current capacity, pace and needs – depending on the nature of the local context and the constituency within which they work.

In addition, the Program aims to be responsive, and to match the pace and needs of partnerships. So actual activities pursued, and thus outcomes, may differ from initial plans.

Other challenges relate to defining and measuring capacity, and more specifically with how to define and measure progress and success in relation to capacity building as pursued through partnerships – “twinning” relationships and networking are the predominant forms of activity in this Program.

1.2 Design

The Consortium has designed the MES to meet these challenges by:

- Developing an integrated system which incorporates the individual Program Components and the Consortium as a whole.
- Developing a system that can be applied across all Program Components, but also allow for diversity.
- Developing a system which is flexible, and allows for knowledge capture and analysis to continually feedback into activity design.

The MES is designed to be:

1. Cost effective - minimising the burden of data collection and reporting;
2. Useful to program development - as this is a new programming approach an action research method was adopted; and
3. Reliable and valid – for example, using multiple methods of data collection and triangulating data to build an accurate and complete picture of progress and achievements.

The MES is also designed to reflect the Consortium’s approach to capacity building and partnership, as well as the underlying principles which guide its work – particularly the involvement of people living with HIV and affected communities. These are outlined in detail in the three-year Consortium Workplan.

1.3 Process

The MES has been the result of collective discussions through regular Consortium Group meetings. In addition, the Consortium has established a Monitoring and Evaluation Working Group to draw on internal expertise, and to guide the development and implementation of the MES. The Consortium has also drawn on external expertise through consultants, Program Coordination Committee meetings and discussions with AusAID.

The Consortium is committed to learning by doing – i.e. developing and deepening the analysis on which this MES is based, and adjusting the MES as the Program develops. This will mean revising the frameworks and tools as necessary and appropriate, and in response to feedback from partners and stakeholders. However, attention will be paid to the integrity of the system, ensuring that the data remains consistent and comparable over time.

2.0 The Monitoring and Evaluation System

2.1 Program Logic Model

The main way in which the Consortium views success for this Program is in terms of the impact of Program activities in developing the role of organisations and individuals to contribute to effective national/regional HIV responses in Asia and the Pacific. This contextualises the Program within national/regional planning and implementation processes. The Program thus aims to support and add value to HIV responses.

The main means through which impact will be achieved is by building the capacity of partners (whether developing or established) to contribute to HIV responses.

The Consortium’s partnership approach allows for Program activities to build capacity in a sustainable way, and match and respond to need in a way that promotes local ownership and national/regional system development. The Consortium recognises that capacity building is a long-term process, and that it takes time for partnerships and linkages to develop and to be able to demonstrate impact.

A set of high-level indicators has been developed across the Program. These indicators reflect a program logic whereby quality partnerships contribute to strengthened capacity which then assists in developing the role of partners in contributing to effective responses to HIV/AIDS.

Capacity development is a crucial component in facilitating effective partner contributions to effective HIV responses. However, it must be remembered that this occurs within a broader context, and the actual role and impact of partners is mitigated by a range of factors at country/regional level.

2.2 Concepts

In measuring progress and success, developing performance indicators has required consideration of the following important concepts. These definitions will continue to develop as the Program progresses.

- Impact is demonstrated by strengthened role of partners in contributing to effective HIV responses.

The Program takes place within the context of a wide range of AusAID programs undertaken as part of AusAID’s International HIV Strategy to support countries in Asia and the Pacific to respond effectively to HIV. International practice and experience has shown that essential elements of an effective response at country level include:

- Leadership
- Prevention
- Care, support and treatment

- o Human rights and empowerment
- o Research

Partner roles in contributing to effective HIV responses are demonstrated by:

- o Increased national ownership of the response
- o Effective input in national/regional planning processes
- o Involvement in policy development at national/regional level
- o Increased advocacy for the relevant constituency
- o Advice and assistance with service development and delivery
- Increased capacity of partners is demonstrated by improvements in:
 - o Organisational and leadership development of partners and networks
 - o Knowledge and skill development in the relevant field
 - o Ability to promote the interests of the relevant constituency/ies (e.g. affected communities, researchers, healthcare workers)
 - o Sustainability of improved capacity
- Quality of partnerships is demonstrated by:
 - o Developing a shared goal and purpose
 - o Relationships between partners
 - o Taking action together
 - o Building capacity within the partnership

Partners are defined as established organisations, or, where these do not exist, individuals, loose networks and nascent organisations. Some activities will have a primary target in a twinning relationship. Others will involve networking and collaboration between partners at a country/regional level (within and/or between sectors), or between partners from different countries.

- Consortium effectiveness is demonstrated by:
 - o Collaboration between Consortium members
 - o Coherence in approach and implementation in each geographic area
 - o Harmonisation/alignment with national/regional planning and existing programs
 - o Adequate and appropriate involvement of people living with HIV and affected communities (e.g. positive people, sex workers, people who inject drugs and men who have sex with men)
 - o Robust internal processes and functions – including financial management
 - o Value for money
 - o Monitoring and evaluation to clearly define, measure and support sustained performance improvement

2.3 Performance indicators

No single indicator will present full and accurate information on the Consortium achievements. Multiple indicators are used so that the pattern of results can suggest whether or not the Program goal has been achieved.

Narrative summary	Verifiable indicators	Means of verification	Risks
<p>Goal</p> <p>↑</p> <p>Strengthened role of organisations and individuals in the Asia-Pacific region to contribute to effective HIV responses</p> <p>Purpose</p> <p>↑</p> <p>Increased capacity of partners to contribute to effective national/regional responses to HIV</p>	<p>The percentage of stakeholders who rate the Consortium as having significant impact in strengthening the role of partners to contribute to effective HIV responses in their country/region.</p> <p>Number and qualitative summary of examples of strengthened partner roles in contributing to effective HIV responses as a result of Consortium activity.</p> <p>The percentage of stakeholders who rate the Consortium as having significant impact in strengthening the capacity of organisations and individuals in their country/region.</p> <p>Number and qualitative summary of examples of sustained increased capacity resulting from Consortium activity.</p> <p>The percentage of partners who report Consortium partnership is contributing to strengthened capacity resulting from Consortium activity.</p>	<p>Stakeholder feedback survey (Final Evaluation conducted by external consultant)</p> <p>Cases identified by Consortium members, reported in Program Component Progress Reports (Annual)</p> <p>Stakeholder feedback survey (Final Evaluation conducted by external consultant)</p> <p>Cases identified by Consortium members, reported in Program Component Progress Reports (Annual)</p> <p>Partnership Evaluation Tool (Annual)</p> <p>Program Component Progress Reports (Annual)</p> <p>Program Component Progress Reports (Annual)</p>	<p>Capacity building is not translated into real world impact.</p> <p>Partner roles are not supported, understood or recognised within the national/regional response.</p> <p>Political, security or legislative changes limit roles of partners.</p> <p>Agreement on need and priorities is not achieved with AusAID and national/regional bodies.</p> <p>Activities do not result in sustained organisational development or performance improvement.</p>
<p>Objectives</p> <p>↑</p> <p>1. to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services</p> <p>2. to develop the capacity of researchers and research institutions to develop and maintain a local evidence base</p>	<p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p>	<p>Program Component Progress Reports (Annual)</p> <p>Program Component Progress Reports (Annual)</p>	<p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p>

Monitoring and Evaluation

Page

6

HIV Consortium for Capacity Building in Asia and the Pacific

<p>on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research</p> <p>3. to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services</p>	<p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p>	<p>Program Component Progress Reports (Annual)</p>	<p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p>
<p>4. to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors (refers to multi country activities)</p> <p>5. to develop the Consortium as an effective mechanism to achieve the Program goal</p>	<p>Number of partnerships, linkages, institutions and networks pursued and/or established.</p> <p>Number of person training days (e.g. training, mentoring, exchange).</p> <p>Number of projects, reports, studies, policies resulting from Consortium activity.</p> <p>The percentage of partners who report that activities are consistent with principles of quality partnerships (as defined above).</p> <p>Partner feedback (qualitative) identifying activities as consistent with principles of quality partnerships (as defined above).</p> <p>Ratings of Consortium effectiveness (as defined above) by Consortium members.</p> <p>Qualitative accounts of Consortium effectiveness by Consortium members.</p> <p>Qualitative accounts of responding to feedback from partners and stakeholders, TAG, PCC and AusAID's independent progress report.</p>	<p>Program Component Progress Reports (Annual)</p> <p>Partnership Evaluation Tool (Annual), Program Component Progress Reports (Annual)</p> <p>Focus group discussion, reported in Consortium Progress Report (Annual)</p>	<p>Political, security and legislative changes disrupt activities.</p> <p>Activities do not progress.</p> <p>Activities do not match partner needs and priorities.</p> <p>Australian partner capacity is limited.</p> <p>Activities are not consistent with the principles of quality partnerships.</p> <p>Consortium effectiveness is not achieved.</p> <p>The Consortium's approach and activities are not well-promoted.</p>

Monitoring and Evaluation

Page

7

2.4 M & E for Continuous Performance Improvement

Monitoring of activities in relation to progress and financial acquittal is an important part of Consortium functioning. The approach to monitoring is described below.

However, the Consortium has designed its progress reporting to capture also the quality of activities, and progress against the overall goal, purpose and objectives of the Program as described above. The tools which the Consortium will develop for progress reporting therefore include both a monitoring and an evaluation component, in that they aim to capture a clear picture of the current situation, track changes and provide lessons and directions for continuous performance improvement.

This approach does not include the collection of baseline data, as it is focussed on looking at how partnerships develop over time, and reflecting on and adjusting approaches in response. The first round of progress reporting (including partnership evaluation) will take place in April 2009. This will aim to capture what changes and developments have occurred through the Program to date.

2.4.1 Monitoring

Monitoring of activities will be undertaken at a number of levels:

- individual Consortium members will monitor activities at Program Component level, in collaboration with partners. Members will be asked to outline their approach to monitoring in their Annual work plan for each Program Component
- the Secretariat will monitor the outputs, progress and financial acquittals of members for each Program Component (this includes six-monthly financial reports from members, trip reports, etc)
- the Secretariat will provide a consolidated six-monthly financial report to AusAID
- the Secretariat will provide an annual financial report (certified by an external financial manager – KPMG) and a final narrative report at the end of each year of operation
- the Consortium Group will meet monthly to assess the progress of the Program and to address and deliberate on issues of concern across the Program
- the Technical Advisory Group and Program Coordination Committee will review proposals for Program Components
- the PCC will meet at least twice each year to review the overall progress of the Program against the Annual Program Plan and to review reports
- AusAID will conduct annual Quality At Implementation reports each year
- AusAID will conduct an independent progress report (previously referred to as Mid Term Review)

A Consolidated Program Timeline is attached as Appendix 1.

In addition, each member will be required to provide a risk management strategy in their Annual Workplan, and to review this annually. The Secretariat will provide a risk management strategy for the Program overall, and review this annually.

2.5 Annual Progress Reports

Monitoring and evaluation will be facilitated and captured through three progress reports in April 2009, 2010 and 2011 and one Final Evaluation report in 2011. These are described below.

Progress reports for individual Program Components will feed into a Consortium Progress Report to be prepared in April each year. This allows progress reporting to inform the annual planning process – which involves an Annual Program Plan submitted to the Technical Advisory Group in May, and the Program Coordination Committee in June.

Progress reporting will include the following elements:

- 1) Program Component Progress Reports (PCPRs) – including a Partner Evaluation Tool
- 2) Consortium Progress Report (CPR)

These are described below.

2.5.1 Program Component Progress Reports (PCPRs)

- Annual
- One per Program Component
- Prepared by Consortium members
- Reporting against Program Component Annual Workplan

Annual Workplans for each Program Component will be submitted in Year 1. These work plans will be the result of consultations with partners and key stakeholders, and will define Key Objectives and Outcomes, Activities and approach to cross-cutting issues at Program Component-level. A template is included as Appendix 2.

The workplans require members to outline their approach to M and E at Program Component-level.

The Consortium will seek to engage an external consultant to assist with the overall MES and individual member M and E, and make any recommendations to assist in the first round of progress reporting.

Program Component Progress Reports will be completed against the Annual Workplans for each Program Component by Consortium members and submitted to the Secretariat. A draft template for the Program Component Progress Reports is included in Appendix 3.

The format of reporting on overall Program Performance Indicators will be based on the table on Page 6, and finalised well in advance to allow time for members to prepare a smooth process for data collection and reporting – both qualitative and quantitative. Prior to the first round of progress reporting, the Consortium Group will collectively discuss the template and the purpose and focus of each section of the report.

2.5.2 Partnership Evaluation Tool

To assist in Program Component M and E, and in order to develop consistency across Program Components, a Partnership Evaluation tool will also be developed, and implemented annually. This tool will aim to assess the current level of organisational

capacity, changes in capacity over time, and the contribution of the partnership to capacity development. It also aims to assess the quality of the partnership as it develops.

It will be filled in by member and partner/s. It will be expected to feed into the Consortium Component Progress Reports – especially the Key Objectives and expected Outcomes. It is not an objective measure of progress, but a tool to allow reflection and feedback to aid future partnership and activity development. Where a partner is not an established organisation, or the activity involves more than one partner, multiple evaluations may need to be completed and summarised. (A draft framework for this tool is provided in Appendix 4. It will be refined and finalised as a result of Consortium Group discussions, and the use of an external consultant.)

At least in the first year, copies of the Partnership Evaluations for each Program Component will be provided to the Secretariat, in order to draw out Key Results, Progress, Examples and Themes across the Program.

2.5.3 Consortium Progress Report (CPR)

- Annual
- One for the Consortium
- Prepared by the Secretariat
- Reporting against Consortium's Annual Program Plan

The Consortium Progress Report will report against Performance Indicators – including a summary of data from Program Component Progress Reporting, and a summary of a focus group discussion amongst Consortium members around a self-assessment of Consortium effectiveness. An external consultant will assist in synthesis and reporting of data and themes to aid the production of the report.

The report will include a summary of progress against the Consortium's Annual Program Plan by geographic area. It will summarise developments relating to risk management, cross cutting issues and sustainability, and draw out significant issues for future consideration.

A draft framework for the report can be viewed at Appendix 5. It will be refined and finalised as a result of Consortium Group discussions, and input from an external consultant.

2.6 Evaluation

Two key points in Program evaluation are the independent progress report conducted by AusAID, and the Final Evaluation carried out by the Consortium.

2.6.1 AusAID's independent progress report

Advice from AusAID's Office of Development Effectiveness is that: *'An Independent Progress Report is required at least every four years for monitorable activities. This can be done when it is of most use to the program, including to meet the need for a mid-term review.'*

The independent progress report will review progress but also be forward looking and where relevant address issues of transition/sustainability of work and inform future design. AusAID will use *'the standard OECD-DAC evaluation criteria (relevance,*

effectiveness, efficiency, impact [if feasible], and sustainability) and also assesses three areas of program management that tend to need improvement - gender equality, monitoring & evaluation, and analysis & learning'.

At this stage, this review is scheduled for July 2010. The Consortium will endeavour to contribute effectively to this review where appropriate, and to utilise the feedback provided in supporting continuing performance improvement.

2.6.2 Final Evaluation – by Consortium

The Final Evaluation is to be completed in June 2011. It is comprised of:

- A final summary of Consortium Progress
- Stakeholder Feedback survey (described below).

The approach is to assess the following:

- The process of implementation, i.e. the quality of the partnerships and the effectiveness of the Consortium
- The impact of Program Components, i.e. the level of effectiveness within regional and/or national responses.
- The impact of the Program overall.

The Final Evaluation will be conducted by an independent consultant engaged by the Secretariat.

Stakeholder feedback survey: The aim of the stakeholder feedback survey is to obtain feedback on the process of implementation, and impact of the Consortium's activities. This will be conducted at the end of the Program because impact will take time to achieve.

Sample: Stakeholders will be identified on a country/regional basis, and drawn from the following:

- AusAID
- Significant donor programs
- Significant national bodies/organisations
- Significant regional organisations
- Organisations of people living with HIV or affected communities
- Partners

These will be identified through collective Consortium discussions, and in consultation with AusAID.

Consideration will be given to the burden of data collection on particular individuals when choosing the final sample.

Instrument: Stakeholders will give feedback on the Program overall in the country/region, as well as draw out particular examples from specific Program Components if possible. The instrument will be developed around the themes of "impact" and "capacity building" as defined on Pages 3-5. It will be developed and refined through Consortium Group discussions, the use of an external consultant, and pilot tested prior to use.

Data collection: The questionnaire will be conducted via phone interview, or email. The confidentiality of responses will be explained to stakeholders to encourage honest responses.

Appendix 2: Program Component Annual Workplan July 2008-June 2009

Member Organisation:	
Program Component Title:	
Country/Region:	
Principal Contact:	
Description of Partner/Linkage:	
Collaborations with other Consortium members:	
Key Objectives - what are we trying to achieve? (the basis for judging success). Reference to overall Program Objectives and relevant national/regional objectives.	
Expected Outcomes in Year 1	
Monitoring and Evaluation Plan - what methods will you use to measure achievement of Key Objectives?	

Activities	Description	Place and 'x' in the relevant months																	
		Ju	A	S	O	N	D	Ja	Fe	M	A	M	Ju						
Year 1		l	u	e	c	t	o	v	e	c	n	b	a	r	p	r	a	y	n
		0	g	p	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		8	0	0	8	8	8	8	9	9	9	9	9	9	9	9	9	9	
			8	8															
Activity 1:																			
Activity 2:																			
Activity 3:																			
Activity 4:																			

Brief summary of approach to the following:
How will sustainability of outcomes be addressed?
<ul style="list-style-type: none"> • •

How will cross cutting issues be addressed? GIPA, involvement of affected communities and gender where appropriate and relevant.

-
-

Identified Risks and Management Strategies

<i>Risk Event</i>	<i>Source of Risk</i>	<i>Impact</i>	<i>L</i>	<i>C</i>	<i>Management strategy</i>	<i>Responsible</i>
-------------------	-----------------------	---------------	----------	----------	----------------------------	--------------------

L = Likelihood (5=almost certain, 4= likely, 3= possible, 2=unlikely, 1=rare)
 C = Consequences (5=severe, 4=major, 3=moderate, 2=minor, 1=negligible)

Appendix 3: DRAFT Program Component Progress Report (PCPRs)
Frequency: Annual

Member Organisation:			
Program Component Title:			
Country/Region			
Reporting period:	/ /	to	/ /
Principal Contact:			
Report Compiled by:			
300 Word Limit for each section.			
Key Results			
Progress in relation to Key Objectives as stated in Annual Workplan			
Monitoring and Evaluation	Reporting against Consortium-wide indicators Program Component Monitoring and Evaluation		

Progress against stated Activities in the Annual Workplan

Activity 1:
 Complete / In progress – on schedule / In progress – behind schedule / Not started
 Comment:

Activity 2:
 Complete / In progress – on schedule / In progress – behind schedule / Not started
 Comment:

Activity 3:
 Complete / In progress – on schedule / In progress – behind schedule / Not started
 Comment:

Activity 4:
 Complete / In progress – on schedule / In progress – behind schedule / Not started
 Comment:

Issues relating to sustainability?

Comment:

How were cross cutting issues addressed? GIPA, Involvement of Affected Communities and Gender where appropriate and relevant.

Comment:

What challenges/risks were encountered, and how were they managed? For both member and partner.

Comment:

What opportunities or issues are emerging?

Comment:

Comments on original budget and actual expenditure? With reference to original workplan, and financial reporting provided to Secretariat in January, and expenditure since then.

Comment:

Appendix 4: DRAFT Partnership Evaluation
Frequency: Annual (February-April)

To be completed for each Program Component

This Partnership Evaluation Tool has been adapted from the VicHealth *Partnerships Analysis Tool*, the Self-Evaluation Tools for social partnerships developed by Seddon, et al, 2008. (Sustaining Effective Social Partnerships, National Centre in Vocational Education Research), and the NGO *Capacity Analysis Toolkit* by the International HIV/AIDS Alliance.

Member Organisation:			
Partner			
Country/Region			
Reporting period:	/ /	To	/ /
Principal Contact:			
Report Compiled by:			

For each section below please rank how important you think this is to the functioning and success of the partnership, and then rank to what degree this is already occurring in the partnership. This is to assist in reflection on the partnership and to suggest directions for future development of and within the partnership.

Is the partner?	A network	New organisation	Developed organisation
Is this partnership?	New	In the early stages	Developed
Assessment of organisational capacity (Key criteria will be developed for each of the following)	Assessment of current level	How much has this partnership contributed in this area?	
Organisational strength – Will criteria such as resource generation / financial management & sustainability be agreed where appropriate with each partner?	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
HIV/AIDS technical capacity	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
Promotion of participation of people living with HIV and affected communities	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
Partnerships, referral systems and co-ordination	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
Involvement in evidence- and consultation-based advocacy	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
Assessment of quality of partnership (Key criteria will be developed for each of the following)	How important is this to the success of the partnership?	How much does this currently exist/take place?	
Building shared goals and purpose	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	
Building relationships	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4	

HIV Consortium for Capacity Building in Asia and the Pacific

Taking action together	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4
Building capacity within the partnership	0 - 1 - 2 - 3 - 4	0 - 1 - 2 - 3 - 4

HIV Consortium for Capacity Building in Asia and the Pacific

Appendix 5: DRAFT Consortium Progress Report (CPR)
Frequency: Annual

Title: HIV Consortium for Capacity Building in Asia and the Pacific			
Reporting period:	/ /	to	/ /
Principal Contact:			
Report Compiled by:			
Key Results			
Monitoring and Evaluation	Reporting against indicators - summary of Program Component Progress Reporting - summary of focus group discussion on Consortium effectiveness		

Summary of Progress against the Year 1 Annual Program Plan	
Indonesia:	
Comment/recommendations:	
Pacific:	
Comment/recommendations:	
Mekong:	
Comment/recommendations:	
Timor Leste:	
Comment/recommendations:	
Asia Pacific Regional:	
Comment/recommendations:	

Issues relating to sustainability?
Comment:

How were cross cutting issues addressed? GIPA, Involvement of Affected Communities and Gender where appropriate and relevant.
Comment:

What challenges/risks were encountered, and how were they managed?

Comment:

What opportunities or issues are emerging?

Comment:

Comments on original Secretariat and overall Program budget and actual expenditure? With reference to consolidated financial reporting to AusAID in January, and expenditure since then.

Comment:

Agreement 46806
Amendment No. 1

Annex 1 – AusAID Regional HIV/AIDS Capacity Building Program
2007-2011

Program Design, dated September 2007

Agreement 46806
Amendment No. 1

**AUSAID REGIONAL
HIV/AIDS CAPACITY BUILDING
PROGRAM 2007-2011**

PROGRAM DESIGN

FINAL

September 2007

Contents

1	Program origin and context
2	Situation analysis
2.1	Rationale for a focus on HIV capacity building
2.2	Targeting of the program to address needs
	o Indonesia
	o Pacific region
	o Greater Mekong region and the Philippines
	o East Timor
	o PNG
	o Technical Support Facility for South East Asia and the Pacific
2.3	Lessons learned
2.4	Options considered and rationale for Consortium model
3	The Program
3.1	Principles
3.2	Goal, purpose and objectives
3.3	Program management
3.4	Monitoring and evaluation
3.5	Resource requirements
4	Feasibility, sustainability and risk management
4.1	Overall feasibility
4.2	Manageability
4.3	Technical feasibility
4.4	Financial and economic feasibility
4.5	Gender
4.6	Factors to promote sustainability
4.7	Risk management
Appendices:	
1	Draft M&E Framework
2	Risk Management Matrix
3	AHAPI Projects 2004-2008
4	AUSAID Regional HIV/AIDS Workforce Capacity Development Strategy
5	Capacity Building Activities: Implementation Approach
6	Secretariat – Role Description
7	Financial Manager – Role Description
8	Organisations to be invited to be founding members of Consortium

ACRONYMS

ACFID	Australian Council for International Development
ADB	Asia Development Bank
AHAPI	AusAID HIV/AIDS Partnership Initiative
APLF	Asia Pacific Leadership Forum on HIV/AIDS and Development
APPU	Annual Program Performance Update
ARHP	Asia Regional HIV/AIDS Project
ASHM	Australasian Society for HIV Medicine
ARV	Antiretroviral drug
AIPH	Australia Indonesia Partnership for HIV
ASA	Action to Stop AIDS (FHI Indonesia project)
CBO	Community based organisation
DFID	UK Department for International Development
FHI	Family Health International
GFATM	Global Fund to Fight AIDS, TB and Malaria
HAARP	HIV/AIDS Asia Regional Program
IHPCP	Indonesia HIV /AIDS Prevention and Care Project
MCH	Maternal and child health
NCHECR	National Centre in HIV Epidemiology and Clinical Research
PCC	Program Coordination Committee
PMTCT	Prevention of Mother to Child Transmission
PRHP	Pacific Regional HIV/AIDS Project
SOTS	State of the Sector Reports
SPC	Secretariat of the Pacific Community
TAG	Technical Advisory Group

1. Program origin and context

Australian Aid: Promoting Growth and Stability (the White Paper) emphasises the need for regional approaches to trans-boundary threats, including HIV. The White Paper commits AusAID to strengthening capacity building linkages between Australian HIV organisations and their counterparts in the region. This commitment is intended to further implement *Meeting the Challenge: Australia's International HIV/AIDS Strategy (2004)*, which emphasises capacity building for HIV responses in Asia Pacific as a key priority of the Australian Government.

To provide a framework for implementation of this commitment, in 2006 AusAID developed an *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* (Appendix 4) with four components:

- (i) integrating HIV capacity building into bilateral and regional programs;
- (ii) strengthening regional advocacy;
- (iii) facilitating 'south-south' collaboration; and
- (iv) linking Australian HIV organisations with in-country counterparts.

The HIV/AIDS Regional Capacity Building Program implements the last of these components. The Capacity Building Program will provide a flexible mechanism to fill gaps in the existing HIV response in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008. AHAPI encompasses organisations working in the community, clinical and research sectors (Appendix 3).

The concept for the Program emerged as a recommendation of the *Analytical Report on HIV/AIDS* prepared to inform development of the White Paper¹. A key message from the White Paper consultations was the importance of utilising Australian HIV expertise in a more coherent and strategic manner, to thereby enhance Australia's ability to respond to the workforce development needs of Asia Pacific countries.

After commitment was formalised in the White Paper, AusAID's Health and HIV Thematic Group began scoping the program through consultation internally and with members of the Australian HIV and development sectors.

Internal consultations highlighted the need for much closer coordination of the regional HIV partnerships with AusAID country programs and national priorities, so as to ensure that partnerships complement other AusAID programs, and are consistent with donor harmonisation and alignment principles.

In November 2006, the *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* was distributed for comment to AusAID desks and posts, Australian HIV and development organisations and regional bodies including UNAIDS. A workshop to

¹ O'Keeffe A, Godwin J and Moodie R (2005) *HIV/AIDS in the Asia Pacific Region: Analytical Report for the White Paper on Australia's Aid Program* Commonwealth of Australia

discuss component (iv) of the Strategy was held with selected stakeholders in February 2007. The Program design was then developed by the AusAID Health and HIV Thematic Group, taking into account oral and written feedback received on the Strategy.

2. Situation analysis

2.1 Rationale for a focus on capacity building

There have been major advances in HIV interventions over the last decade. Antiretroviral therapy can dramatically improve the quality of life and increase the life expectancy of people living with HIV. PMTCT programs are highly effective in reducing mother to child transmission. Harm reduction approaches that encompass needle and syringe programs, drug substitution, access to condoms and sexual health services, primary care and peer education can prevent transmission of HIV through injecting drug use. Targeted education and condom promotion in the sex industry can help reverse an HIV epidemic, as has been demonstrated in Thailand and Cambodia.

Despite clear evidence of effective approaches to HIV prevention and care, the epidemic continues to spread across the Asia-Pacific region. The majority of poor people living with or vulnerable to HIV do not have access to prevention, testing, treatment, care and support services. For example, HIV prevention programs reach only 5.4% of injecting drug users in South and South East Asia, and treatment programs only 12% of people requiring ARVs in the Western Pacific.²

One of the major impediments to scaling up HIV related services is the lack of a skilled workforce.³ Countries in the region can only mount comprehensive and sustained responses to the epidemic if supported to skill up key personnel to provide prevention, treatment, care and support services, build the evidence base of approaches that work in each particular country context, and advocate for an appropriate response to HIV.

The need to urgently scale up HIV responses to address unmet needs has been highlighted at numerous international fora, including the 2006 UN General Assembly Special Session on HIV/AIDS. At the Special Session, AusAID committed to the target of universal access to HIV prevention, treatment, care and support by 2010. This Program, together with AusAID's other regional and bilateral HIV programs, is a contribution to supporting our partner governments in the region to progress toward universal access.

2.2 Targeting of the program to address needs

During the design of the Program consideration was given to the workforce capacity needs identified by AHAPI partners in Australia and the region and AusAID's existing HIV programs in Indonesia, the Pacific and countries covered by the HIV/AIDS Asia

² UNAIDS (2005) *A Scaled Up Response to AIDS in Asia and the Pacific* UNAIDS/05.15E

³ WHO (2006) *Taking Stock: Health Worker Shortages and the Response to AIDS* WHO/HIV/2006.05

Regional Program (HAARP) (Vietnam, Burma and southern China, to expand to Cambodia, Laos and Philippines).

The summary below highlights aspects of the current HIV response that confirm the need for a program of capacity building support for the health, community and research sectors in these countries. Careful targeting of the program will be important to ensure that it complements AusAID's other HIV capacity building efforts funded through country and regional programs (including in relation to health systems strengthening and child and maternal health), and to avoid duplicating the capacity building activities of other donors and the UNAIDS Technical Support Facility for South East Asia and the Pacific (which sources short term technical inputs at the request of governments and organisations).

In addition to assessment of country and regional needs, consideration was given to the importance of supporting Australian organisations to coordinate in the planning and delivery of a targeted program of assistance through strategic partnerships. Enabling Australian HIV organisations to collaborate in development and delivery of a coherent program is essential for efficiency and to maximise Australia's contribution to addressing regional capacity development needs.

Indonesia

Indonesia's HIV epidemic is concentrated among marginalized populations, particularly injecting drug users, sex workers, transgender populations (waria) and men who have sex with men. An exception is the generalised epidemic in Papua and West Papua provinces. Both the concentrated and generalised epidemics are expanding and capacity in insufficient to respond to needs. Epidemiology indicates that HIV needs are greatest in Java and Papua/West Papua.

A new National HIV/AIDS Strategy 2007-2010 sets out the Government of Indonesia's priorities. Planning of any new capacity building support needs to occur under the leadership of the National AIDS Commission, and in close consultation with the AusAID bilateral health and HIV program. Planning will also need to take into account capacity building activities funded by USAID (eg FHI/ASA project), the Indonesia Partnership Fund (supported principally by DFID) and the GFATM.

AusAID is designing a program of support to assist the Government of Indonesia to implement the new National AIDS Plan. Capacity building needs in Indonesia were considered during the design of the new Australia Indonesia Partnership for HIV (AIPH) which is a new program of support commencing in 2008 to replace the existing AusAID bilateral project, the Indonesia HIV/AIDS Prevention and Care Project (IHPCP). The new bilateral program will have a narrower technical and geographic focus than the IHPCP, and will primarily focus on the generalised epidemic in Papua, the epidemic among drug users in Java, and the national prisons system.

IHPCP has worked to develop national networks of people living with HIV groups, and has provided grants to NGOs and CBOs, including support to the national organisation Spiritia since 2001. It is unclear the extent to which the new bilateral program will be

able to continue this work and it is considered important that an assessment occur as to how the Regional Capacity Building Program will be able to play a role in contributing to this work. The FHI/ASA project (primarily funded by USAID) has supported a wide range of NGOs and CBOs including sex worker groups and it will be important to liaise with FHI/ASA when planning any new work to develop the capacity of the community sector.

There have been clinical capacity elements within the existing AusAID IHPCP project, delivered in partnership with WHO, FHI/ASA and Australian clinical experts (including Albion Street Centre, Bumet Institute, and ASHM (funded by IHPCP and the AHAPI program)). Capacity building has included pre-service and in-service training for health care workers, supporting referral hospitals to act as training centres and models, working with medical faculties and teaching hospitals, addressing laboratory and pharmacy issues and building community health centre capacity. ASHM has active partnerships with Indonesian health care worker groups including the Indonesian Medical Association which has been assisted in developing an accreditation program for HIV clinicians.

Under the new bilateral program it is unlikely that support will be available to build clinical capacity outside the geographic and technical focus areas of the new program (ie in Papua/West Papua, and treatment services for people who use drugs and prisoners). The Clinton Foundation with support from AusAID has commenced scoping a potential program of activities to build treatment capacity with a focus on Papua.

It is important that an assessment occur as to whether the Regional Capacity Building Program will be able to offer a new program of support for national clinical capacity building eg, by working in partnership with national groups and the key referral hospitals.

Research capacity building has been identified as a priority under the National AIDS Plan 2007-2010 with an emphasis on inter-sectoral and multidisciplinary approaches through developing research networks, establishing technical working groups, and promoting collaboration between research centres, universities and experienced researchers. A research working group of the National AIDS Commission is setting priorities.

Under the new AusAID bilateral program, AusAID will largely withdraw the current support provided by IHPCP to Bali's HIV response except in prisons. The rationale for this is so that the resources of the bilateral program can focus on HIV in Papua, among drug users in Java and in prisons. AusAID is keen however for regional initiatives including the Capacity Building Program to offer new support to Bali province in recognition of the special relationship between Bali and Australia. The Government of Indonesia has indicated enthusiasm for AusAID to continue to support HIV interventions with all risk populations in Bali.

Pacific region (excluding PNG)

HIV prevalence remains low across the Pacific region (apart from PNG) and the epidemic appears to be spreading slowly. Nevertheless, a youthful, mobile population, high rates of sexually transmitted infections and low rates of condom use indicate the

need to ensure a workforce capable of supporting expanded prevention efforts as well as offering care for those diagnosed. Fiji has a relatively high HIV case load compared to other islands states, acts as a regional hub and may require a special focus for capacity building efforts. HIV is primarily transmitted through sex in the Pacific as injecting drug use is rare. A key issue therefore for all Pacific Island countries is integration of HIV responses with efforts to build capacity in addressing sexual and reproductive health needs.

The Pacific Regional HIV/AIDS Strategy is a key reference point for donors and country partners planning new HIV activities.

HIV capacity building activities have been funded primarily through AusAID's Pacific Regional HIV/AIDS Prevention Project (PRHP) (2003-2008), the GFATM and the regional ADB project (ADB Prevention and Capacity Development in the Pacific Project). PRHP is focused on implementing the Pacific Regional HIV/AIDS Strategy and strengthening country capacity to implement National HIV/AIDS Plans. A PRHP grants scheme funds local NGOs and Capacity Development Organisations. The Capacity Development Organisations support smaller, local NGOs and CBOs to implement the grants they receive through the project.

Some work has also been conducted by PRHP in partnership with WHO to build the capacity of health care workers to provide HIV care; however, fundamental services such as ART provision, clinical monitoring, surveillance, PMTCT services and voluntary counselling and testing are still in their infancy. SPC has received support from AusAID, ADB and the Government of France for building surveillance capacity. Under AHAPI, ASHM has provided technical assistance to the Fiji School of Medicine as a regional institution and arranged HIV clinical placements for health care professionals from Pacific Island countries to Australia and NRL has conducted laboratory training in Fiji. ASHM has also supported the establishment in 2007 of the Oceania Society for Sexual Health and HIV Medicine (OSSHHM). PRHP has provided some support for improving epidemiological surveillance capacities.

AusAID is funding a new Australia Pacific Technical College which will provide vocational training in Fiji, Vanuatu, Samoa and Papua New Guinea.

CBOs are poorly developed in the Pacific for people living with HIV, gay men/men who have sex with men, transgender/fa'afafine populations and sex workers. This makes it difficult to develop community based participatory approaches to HIV prevention and sexual health promotion. Sex work is often indirect and transactional rather than brothel based, presenting challenges for reaching women who sell or trade sex with prevention messages, peer education and support.

A review of HIV social research priorities was conducted in 2006-2007 for SPC that made the following observations in relation to research capacity building needs⁴:

⁴ Holly Buchanan-Aruwafu *An Integrated Picture: HIV Risk and Vulnerability in the Pacific. Research Gaps, Priorities and Approaches*. (PhD) February 2007

- an approach that allows for local ownership and sustainability is needed
- the University of the South Pacific (USP) and the Fiji School of Medicine (FSM) are institutions identified as requiring support, as well as NGOs/CBOs as partners in community based research
- it would be useful to have a New Zealand or Australian University and their expertise in HIV related research involved in research capacity building.

Planning for the future of AusAID's support to the Pacific region's HIV response is occurring in close collaboration with SPC and it is anticipated that from 2008 SPC will lead planning and delivery of capacity building efforts aligned with the Pacific Regional HIV/AIDS Strategy.

Solomon Islands is considered particularly vulnerable to HIV given the proximity to PNG, high STI rates, gender inequalities and the poor state of the health sector. AusAID conducted a situation analysis on HIV in Solomon Islands in 2005 which recommended capacity building support targeted at community based prevention responses addressing the HIV and STI needs of vulnerable populations, particularly sex workers and their clients. Planning for any new support for capacity building in Solomon Islands will need to take into account support for prevention and community development already being provided by AusAID through mechanisms such as PRHP, the Australian NGO Cooperation Program and Solomon Islands Community Sector Program. Any new capacity building support for the health sector will need to complement the work being funded through the AusAID/World Bank/Solomon Islands Government Health Sector Support Program which commences in 2007.

Greater Mekong region and the Philippines (HAARP countries)

HIV is rapidly expanding in the Greater Mekong Region due largely to risk behaviours associated with injecting drug use and sex work. Sex between men is also emerging as a key factor driving escalation of the epidemic. HIV related needs are particularly high in Burma, Cambodia and Vietnam. Cambodia has a generalised epidemic which means that married women are increasingly vulnerable to HIV in addition to risk populations such as sex workers and their clients and men who have sex with men. Laos PDR has relatively low HIV prevalence although is at risk of an expanding epidemic as mobility increases across the region and drug use escalates. Philippines also has low HIV prevalence although there are concerns that low rates of condom use and growth in injecting drug use may kick start the country's nascent epidemic.

Australia's current regional HIV program for Asia, the Asia Regional HIV/AIDS Project (ARHP) has undertaken work in China, Vietnam and Burma, focusing on HIV prevention and harm reduction approaches among people who use drugs. ARHP is due to finish in 2007, and a new activity called the HIV/AIDS Asia Regional Program (HAARP) is to commence in July 2007.

HAARP continues the focus on HIV and drug use both at the regional level and at national levels within six countries: Vietnam, Burma, Laos, Cambodia, Philippines and Guangxi Autonomous Region and Yunnan Province of China.

HAARP aims to create a framework that promotes regional cooperation and addresses cross-border issues among AusAID activities, international agencies and NGOs. It also supports the locality-specific and technical aspects of work on HIV associated with drug use within national programs.

A new HAARP Regional Technical and Coordination Unit based in Bangkok is responsible for managing regional activities. The Unit works with multilateral agencies that work on HIV and drug use such as UNODC and WHO, and promotes coordination between donors to maximise effectiveness of efforts to address the HIV related needs of people who use drugs. The Unit provides high-level support and technical inputs as required by AusAID's programs in the six focus countries.

Situation and needs assessments are planned in 2007-2008 to inform the country level activities of HAARP. The findings of these assessments may inform ways in which the Capacity Building Program could offer strategic assistance both through country level and regional activities.

HAARP primarily targets the Government sector and will also provide training of community based out-reach workers. There is scope for the Capacity Building Program to complement HAARP by supporting research capacity relevant to HIV and drug use, focusing on building capacity to deliver HIV treatment and care to people who use drugs, and by targeting the capacity of drug user community sector organisations in peer education and advocacy for policy change and regulatory reform relating to harm reduction and drug use issues.

HAARP focuses its activities on HIV and injecting drug use and not other at risk populations. To mount a comprehensive response to HIV, capacity building activities are required to support responses to the needs of populations such as sex workers and men who have sex with men, and people living with HIV groups. It should be noted that support from other donors is often available targeting these populations. Liaison with other donors particularly USAID and DFID will be important to avoid duplication.

Some community organisations receive capacity building support from regional HIV organisations (such as APCASO and APN+), however these regional organisations are small and their reach is limited due to resource constraints and the breadth of their geographic mandates. The International HIV/AIDS Alliance provides capacity building support for CBOs in Cambodia (in relation to men who have sex with men and people living with HIV), Burma (in relation to sex workers, men who have sex with men and people living with HIV), has a project in Yunnan, and is developing a new Indonesia project and a regional program of support for CBOs through member organisations which act as hubs for regional technical support.

Philippines has a well developed community sector HIV response and opportunities to share lessons regionally on issues such as education and advocacy strategies relating to marginalised populations could be explored.

In Burma a new four year program of capacity building support for HIV and sexual and reproductive health is being funded through AusAID's Program for Humanitarian Assistance in Burma 2007-2012. This will be delivered by Care Australia, Burnet Institute and Marie Stopes International and will address the needs of drug users, sex workers and other vulnerable populations. Burnet Institute and Care have been supporting a range of community organisations and faith based groups to develop skills and expertise in HIV responses targeting vulnerable communities for a number of years.

AusAID has provided some clinical research capacity building support to NCHECR for an ARV research project in Cambodia. HIV research capacity building receives significant support from other donors delivered for example through FHI's country programs and the TreatAsia network of HIV clinical research sites.

Although AusAID has supported some important HIV work in Thailand (eg, through support to Albion Street Centre projects) Thailand will not be a focus for future AusAID support due to its relatively advanced state of economic development. There may however be advantages in including Thailand in program activities to promote learning from the successful aspects of the Thai national HIV response.

East Timor

East Timor has low HIV prevalence and the HIV response is in its infancy. There is a significant level of sexual partner change, high rates of STIs particularly among sex workers, and condom use is low across the population. There are concerns that the epidemic may expand given the very low levels of national capacity to provide basic health and education services and to address HIV and broader sexual and reproductive health needs.

The *National HIV/AIDS and STI Strategy 2006-2010* identifies workforce capacity development needs and recommends that specific training plans be developed on:

- Prevention and education
- VCT
- Clinical Services
- Surveillance
- Strategic Information
- Program Management.

The Strategy notes that immediate needs include sentinel surveillance and behavioural monitoring to inform prevention. Given the low prevalence, prevention is a priority.

AusAID supports development of East Timor's health services particularly for rural populations and has also provided some capacity building support for the HIV clinical response and peer support for people living with HIV under AHAPI. ASHM has collaborated with the National Hospital in Dili and convened a working group on clinical

services as part of the development of the National Strategy. Ongoing clinical capacity development needs can be identified in liaison with the Ministry of Health and the HIV Interest Group formed within the East Timor Medical Association.

The community sector HIV response is very fragile and there is an almost total absence of peer education and support services for people living with HIV and marginalised populations, particularly since the USAID supported FHI HIV project ended in 2006. Capacity building support should focus on CBOs with potential to undertake HIV and STI prevention work with most at risk groups that are defined by the National Strategy as sex workers and their clients, men who have sex with men and mobile populations. There is no apparent injecting drug use issue in East Timor.

Papua New Guinea (PNG)

Mounting an escalated response to PNG's generalised HIV epidemic is an Australian Government White Paper priority. The new AusAID-PNG HIV Program 'Sanap Wantaim' has its own Capacity Development Strategy that supports PNG National HIV/AIDS Strategy priorities and targets individuals, organisations, government and civil society, and with a particular focus on building the capacity of the National AIDS Council Secretariat.

Significant resources are available through the PNG program for capacity building support to the health, research and community sectors. AusAID's partnership with the Clinton Foundation provides some capacity building support for HIV treatment and laboratory services.

The PNG program will build NGO networks and support twinning with Australian agencies involving staff exchanges, training partnerships between institutions and establishment of mentoring relationships. AHAPI partnerships have been established to develop capacities in social research, peer education and advocacy for sex workers and people living with HIV, health policy, clinical and laboratory skills. At the end of the AHAPI projects, AHAPI partnerships may be integrated where appropriate into the PNG program.

It is not intended that the Capacity Building Program will fund activities in PNG directly, however services provided by the Capacity Building Program may attract supplementary funding from AusAID's PNG program to support activities that benefit PNG individuals and organisations including PNG participation in regional conferences and training events organised by the Capacity Building Program.

Technical Support Facility for South East Asia and the Pacific (TSF)

The TSF was established in 2006 to support countries in Southeast Asia, the Pacific Islands, China and Mongolia. At the request of countries, business or donors, the TSF sources consultants in the following fields:

- Planning: Strategic and operational planning (situation analysis, response analysis, strategic plan formulation); costing and budgeting
- Communications: Campaigns, media, education, social marketing

- Resource mobilisation and tracking: Global Fund and other proposals; writing, evaluating, crisis management
- Monitoring and Evaluation: M&E design, assessment and problem solving
- Management: Implementation/execution; procurement; financial management; organizational development
- Work with key populations: People living with HIV; women and young people; injecting drug users; men who have sex with men; sex workers; transgender; migrants and mobile populations.

The Facility is managed by the International Planned Parenthood Federation's East & South East Asia and Oceania Region, and AusAID sits on the Facility's Inter-agency Reference Group. TSF also:

- Strengthens country partners' capacity to manage technical assistance
- Offers professional development activities for consultants.

2.2 Lessons learned

The Capacity Building Program incorporates lessons from the substantial capacity building work of AusAID's HIV/AIDS programs in PNG, the Pacific, Indonesia, China, Burma and Vietnam. The design of the Capacity Building Program is also informed by lessons learned from AHAPI, funding for which ends in 2008. AHAPI supports eight projects that involve capacity building partnerships between Australian HIV organisations and similar bodies in the region (see Appendix 3). Lessons learned from AHAPI, identified in consultation with AHAPI partners, ACFID and ASHM's HIV network, include

- Effectiveness of capacity building efforts will be enhanced by coordinating and better targeting efforts where impact will be greatest
- AusAID must utilise Australian expertise in a more strategic and coherent way to complement its existing programs, rather than funding ad hoc, stand alone projects.
- Australian HIV organisations working in the region should align more closely with country priorities and coordinate more closely with other AusAID programs
- The need for flexibility in program design and delivery to match the pace and need of in-country partners
- The need to promote cross sectoral work through linking community organisations, researchers and health professionals, particularly in developing capacity to conduct community based operational research in areas such as adherence support
- The increased willingness of Australian organisations working in HIV in the region to collaborate and coordinate
- The need for a continued focus on areas where Australia has a comparative advantage, including HIV medicine, peer education, social and epidemiological research, advocacy and policy development.

Key lessons learned regarding effective approaches were identified through consultations with Australian HIV agencies experienced in capacity development, analysis of the previous capacity building programs of AusAID and other donors, and drawing from

AusAID's statement of *Capacity Development Principles and Practices* (November 2004).⁵ These lessons include:

- It is critically important that programs are needs led. Programs that are supply driven are too often unresponsive to locally defined needs and priorities. Participants in capacity building should be involved in defining needs and priorities and capacity mapping.
- The importance of culturally appropriate responses adapted to local contexts and which work through national systems.⁶
- That capacity building is most effective when it takes place through *long term* partnerships, rather than merely providing short term technical assistance. Follow-up support to organisations and individuals should be factored into programs. Maintaining contact can help those who encounter difficulties in introducing changes in their workplaces, a situation reported particularly by women.⁷ This, too, calls for a long-term commitment by the donor.
- Local leadership and ownership of the change agenda is critical. Leadership should be visible, not just agreements with donors.
- Holistic approaches work best, with attention paid to management and organisational change, not just technical fixes.
- Mobilising existing capacity is often the key challenge for organisations – applying existing capacity in different, more productive ways. There are often under utilised capacities in individuals, organisations and systems that can be used productively. Programs should be informed by capacity mapping to identify strengths as well as gaps and needs⁸
- The need to build on local systems and knowledge, and avoid importing complex, sophisticated systems.
- The pace of change must be in the control of the partner agency, attempts by donors to force the pace undermine ownership and sustainability.
- Planning, coordination and sequencing of activities is important, which should be based on an analysis of the problems, mapping of capacities and coordination of donor efforts.
- Training is important but is maximised when embedded within a broader program of change, and most knowledge for work is best acquired in the workplace by 'doing', hence the centrality of ongoing programs of coaching and mentoring.
- The importance of establishing a participatory process through which the key stakeholders can be involved in strategic decisions about capacity development and the necessary changes, the change process, its impact, the risks and the responsibilities of all involved.

⁵ Summarised in *AusAID's Capacity building: Lessons learned* (Oct 2006) and *AusAID Internal Brief on Capacity Building* (Oct 2006)

⁶ OECD (2006) *The Challenge of Capacity Development: Working Towards Good Practice* DCD/DAC/GOVNET(2005)5/REV1

⁷ Lessons from USAID's African Graduate Fellowship (AFGRAD) and African Training for Leadership and Advanced Skills (ATLAS) programs were evaluated over the period 1962-2003: see World Bank Capacity Development Brief No 15 Feb 2006 (World Bank Institute)

⁸ AusAID (2004), *PNG Health Services Support Program, Capacity building plans annual review 2003*

- Identifying positive incentives that foster and maintain commitment to the capacity development effort is critical to success. Incentives may come in various forms:
 - official recognition or certification
 - access to personal development and networking opportunities
 - improved workplace conditions
 - support for performance based human resource management practices.

The program also integrates the following lessons learned by AusAID relating to sustainable training approaches⁹:

- Too often training is an exercise in transferring technical knowledge without giving enough attention to ensuring that the methodologies used will be effective in ensuring sustainable learning outcomes. Approaches to training have often ignored expertise in educational psychology and adult learning. Sustainable learning, and the effective application of this learning in the workplace, will occur where the initial focus has been on the establishment of an effective and consistent training method that can be applied to any content. Training will succeed not because of the technical content but because the training has been built around a training method that is grounded in the principles of adult learning.
- The need for training programs to be multifaceted, involving preparation, follow-up, and action plans by which participants in training or other activities commit to transfer the skills or practices they have learned to their own workplace or community.

In terms of clinical capacity building, the following lessons from AHAPI and other donor projects have been taken into account:

- the importance of supporting health care workers to form networks and organisations which allow them to share experiences, discuss training and support needs, and facilitate engagement with policy development processes.
- acknowledging that training efforts require ongoing support, mentoring and infrastructure
- use of targeted work plans based on HIV clinical training needs assessment
- the need for a multi-disciplinary effort¹⁰
- the mutual advantages of fostering partnerships between professional associations in different countries in the region.

2.3 Options considered: Rationale for a Consortium model

The following options for implementing the Program were considered:

⁹ Lessons learned as documented by the AusAID *Indonesia-Australia Specialised Training Project*

¹⁰ International HIV clinical capacity building: lessons learned from the US AIDS education and training centers. Reyes EM, Downer AE. *Int Conf AIDS*. 2004 Jul 11-16; 15: abstract no. E10369

Option 1: AusAID provides supplementary funding to key posts to contract technical expertise as and when required.

Under this option, supplementary funding could be provided to AusAID's posts in Indonesia, East Timor and the Pacific, and to the Bangkok post in respect of the Asia regional program. Guidelines could be prepared as to use of the funding for procuring technical assistance for capacity building. Posts would ensure that capacity building priorities complement AusAID's other bilateral and regional health and HIV programs, reflect local needs and are aligned with national priorities. The new Health Resource Centre being established by the Health and HIV Thematic Group would provide advice as to where to source appropriate expertise, or posts could access the UNAIDS Technical Support Facility to procure assistance.

An advantage of this model is that it puts control over decision regarding allocation of the funding with the posts. Disadvantages are that:

- fails to focus on further building the relationships established over 4 years through the AHAPI partnerships. There is a risk that instead of promoting long term institutional partnerships, funds would be used in an ad hoc way, or for short term consulting assistance only. This would not be consistent with the policy thrust of the White Paper, which is to provide greater impetus to Australia's response in the region by supporting linkages between Australian HIV organisations and their counterparts in the region.
- this model has no oversight mechanism to ensure that the program as a whole is coherent and strategic from a regional perspective and coordinates efforts to make best use of Australian expertise.

Option 2: AusAID develops an overall workplan in consultation with the Australian HIV sector, then contracts with individual organisations to implement particular activities.

Under this option, the Health and HIV Thematic Group would work with key posts and Australian HIV organisations to identify capacity building priorities. Individual contracts would be entered with Australian organisations that have the expertise in these priority areas, and these organisations would then work with in-country counterparts to prepare annual workplans for approval. A program oversight group would be established to provide advice on coordination and strategy.

This model is informed by AusAID's PNG Church Partnership Program, a collaboration whereby seven Australian faith based organisations strengthen the institutional capacity of their counterparts in PNG. The Australian organisations operate under a broad Charter which articulates the purpose of the program and guiding principles. Implementation is guided by a Charter Group; however each Australian organisation has a separate contract with AusAID and develops its own annual workplan in conjunction with its PNG counterpart.

The advantage of this option is that it maintains some of the flexibility of the approach of individual contracting (as used in the AHAPI program), while enabling strategic planning of activities through the Charter Group or equivalent. Disadvantages are the administrative burden it imposes on AusAID and the fact that it does not encourage Australian HIV organisations to market their skills to the region and other donors in a coherent way.

Option 3: Contract implementation of the HIV/AIDS Capacity Building Program to the UNAIDS Technical Support Facility, AusAID's proposed Health Resource Centre, or similar entity.

An option considered was implementation of the Program through an existing entity, such as those named above. This approach was decided against as the emphasis of the program is on *long term* capacity building and supporting institutional partnerships between Australian agencies and regional counterparts. In this way it is conceptually different from the proposed AusAID Health Resource Centre (which is concerned with knowledge management and providing technical expertise to AusAID) and the UNAIDS Technical Support Facility (which sources short term technical inputs delivered by consultants at the request of partner country governments and organisations, rather than long term institutional capacity building partnerships, twinning and mentoring relationships).

Option 4: AusAID enters a funding agreement for implementation of Program to a Consortium of agencies, working to an agreed workplan.

This option involves AusAID funding a consortium of Australian HIV organisations. A precedent exists in DFID's consortium on "Research and capacity building in reproductive and sexual health and HIV/AIDS in Developing Countries".¹¹ In 2005, DFID called for expressions of interest from consortia with the following features:

- Comprised of 4-6 institutions, but headed by a single organisation;
- Include at least 3 institutions from a developing country and 2 institutions which are well established;
- Have a director who is responsible for management of the Consortium; and
- Advised by an inter-disciplinary Consortium Advisory Group which is independent of the managing institution.

The effectiveness of the consortium approach is dependent on establishing a sound governance structure, working principles and a work plan that are acceptable to all members. A disadvantage is that these processes could be time consuming and detract from the implementation of activities.

In considering options for the formation of a consortium for the AusAID program, the functions required for the program as a whole to work were identified as follows:

- (1) A Program Coordination Committee to oversee implementation of the Program, the primary role of which is to agree a joint workplan for the Consortium, and provide ongoing advice on strategy, program priorities and emerging issues.
- (2) A Secretariat that provides a central coordination point for the Program, enters contracts for implementation of activities, monitors progress and supports the Program Coordination Committee and meetings of the Consortium.
- (3) A financial function that independently audits the finances and monitors contracting arrangements, and feeds this information to the Program Coordination Committee through the Secretariat.
- (4) A Consortium group, which is responsible for collaborative planning and the implementation of activities through its members and partners.

Identifying separate bodies responsible for each of these functions is considered necessary to avoid conflict of interest. Conflicts of interest issues may arise given that the Secretariat is likely to be housed within a member of the Consortium, which could result in a service provider both accounting to and monitoring itself. To address this, it is considered important that financial functions be carried out by another management entity.

As a quality control measure, this option would be enhanced by including capacity for technical review of the workplan by independent HIV experts with knowledge of AusAID policies and programs (e.g a Technical Advisory Group contracted by AusAID).

The Consortium approach is preferable to administering individual grants because it:

- Promotes cross-sectoral collaboration and showcases the Australian partnership approach to planning and delivering HIV services
- Builds on the AHAPI model with enhanced capacity for strategic planning to inform the targeting of effort
- Encourages the HIV sector's participation and ownership of strategic planning for an entire program of work, rather than funding a series of stand alone, ad hoc activities
- Provides Australian HIV organisations with greater flexibility and autonomy in implementing and managing the program, placing less of a burden on the Health and HIV Thematic Group
- Builds on the existing regional relationships of Australian HIV organisations developed through AHAPI and through their other programs supported by private foundations and other donors

¹¹ <http://www.dfid.gov.uk/research/rpo-guidance.pdf> accessed 15 February 2007

- Recognises the increased enthusiasm of Australian HIV organisations that are working in Asia Pacific to work more collaboratively and strategically and to coordinate the use of the resources that they receive from a variety of sources
- Recognises that a consortium is in a much stronger position than small individual organisations to leverage funds from other sources in a competitive international market. Australian expertise has unique strengths and AusAID seeks to establish a sustainable structure through which the sector's capacity building services can be provided to the region.

3. The Program

3.1 Principles

In recognition of the need to address workforce development as a priority to support scale-up for universal access, AusAID will implement an HIV/AIDS Regional Capacity Building Program targeting segments of the workforce critical to a strengthened response.

The Program will work alongside other AusAID programs, other donors, partner country governments and multilateral institutions to bolster the ability of individuals and organisations to respond to HIV. The emphasis is on building the skills and expertise of *people and organisations*, rather than providing additional infrastructure or equipment.

The Program will work within the following principles:

- **Alignment** with AusAID programs and national priorities, as defined by national and regional HIV/AIDS strategies, in keeping with the UNAIDS "Three Ones" principles¹²;
- **Sustainability** through long term partnership approaches rather than short term "parachuting in" of experts, by fostering local ownership and leadership and using partner systems and processes as the entry point;
- **Partnerships** including facilitating collaboration between partners in low and middle income countries across the region, encouraging cooperation across disciplines and the participation of people living with HIV/AIDS and other affected communities.

The Program adopts AusAID's definition of capacity building as the process of developing competencies and capabilities in individuals, groups, organisations and sectors which will lead to sustained and self generating performance improvement. The approach of the Program will acknowledge that capacity exists within partners, and that the program's role is to help identify, strengthen and maintain capacities. Consistent with

¹² One national HIV/AIDS coordinating authority, one national HIV/AIDS plan, one national HIV/AIDS M&E framework

AusAID's gender policy,¹³ the Program will be informed by gender analysis and respond to different issues faced by men and women so that gender equality is promoted.

3.2 Goal, purpose and objectives

The overarching goal of this Program is:

Strengthened capacity of organisations and individuals in the Asia – Pacific region to respond effectively to HIV/AIDS.

The Program's purpose is:

To foster strategic partnerships and linkages between Australia and the Asia Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.

The Program objectives are:

1. to develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. to develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. to develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services;
4. to establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.

Sectoral priorities

The focus is on three segments of the workforce critical to scale-up of HIV responses: health care, research and the community sector. Collaboration between health, research and community sectors will be encouraged. The Program will work across the community/NGO, private and public sectors. Some individuals and agencies with technical roles in the public sector will benefit from the program (eg clinicians and laboratory technicians in the public health system, research institutes, community health centres, STI clinics). However the Program is targeted at improving technical capacity and not intended to focus on Ministerial staff or AIDS Councils/Committees as these are already receiving support from other sources, including AusAID's bilateral and regional programs.

¹³ *Gender Equality in Australia's Aid Program: Why and How*, AusAID 2007.

Geographic priorities

Priorities are as follows:

- First order priority will be accorded to activities in **Indonesia** and activities with a regional focus for the **Pacific**.
- In addition to regional Pacific activities, in-country work in the Pacific may include at least Fiji (given the scale of the emerging epidemic and its potential to act as a regional source of assistance) and Solomon Islands (due to the proximity to PNG and under-developed capacities).
- Second order priority will be given to activities that support or complement the activities of the HIV/AIDS Asia Regional Program (HAARP) in **Vietnam, Burma, Laos, Cambodia, Philippines, and Guangxi Autonomous Region and Yunnan Province of China**. Special written permission must be sought by the Secretariat from AusAID prior to engaging in planning or implementation of activities in Burma.
- The Program should at a minimum offer capacity building activities at the regional level for Mekong countries (Vietnam, Burma, Laos, Cambodia), in addition to addressing the first order priorities of Indonesia and the Pacific.
- Consideration will also be given to supporting activities:
 - in HAARP countries, where the activities fall outside the focus on injecting drug use, and
 - in East Timor.

This list is not exhaustive and may change over the life of the Program in response to emerging needs.

It is expected all activities in Papua New Guinea will be funded through the bilateral HIV/AIDS program, rather than this Regional Capacity Building Program. The provider for the Capacity Building Program will be expected to liaise with the bilateral PNG program to determine whether the latter wishes to contract any services, including involvement in regional activities such as conferences and training events where appropriate.

3.3 Program management

The Program structure comprises five elements:

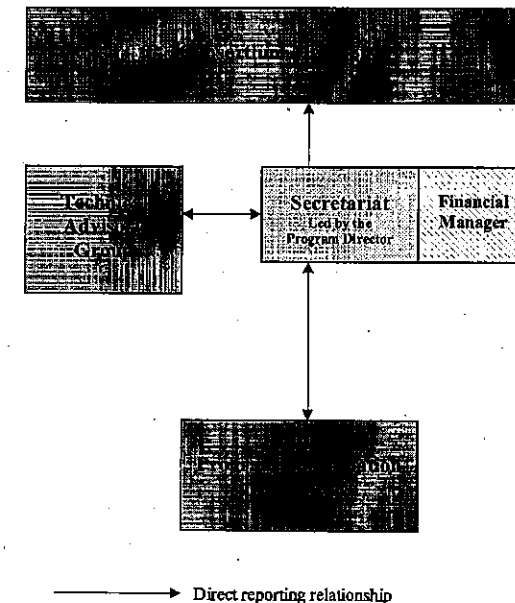
- a Consortium of Australian HIV organisations;
- a Program Coordination Committee (PCC);
- a Secretariat led by a Program Director;
- an independent Financial Manager and
- a Technical Advisory Group (TAG).

The structure is illustrated in **Figure 1** (see below).

Consortium

The primary role of the Consortium is to collaboratively plan and deliver HIV capacity building activities in the Asia-Pacific region that address gaps in the HIV response, with reference to the priorities agreed between AusAID, other donors and national governments. The Consortium will comprise Australian organisations with expertise in HIV and must include members from the health care, research and community sectors. Consortium members must be not-for-profit organisations that do not pay dividends or distribute profits to shareholders, owners or members.

Figure 1: Program Structure



Members of the Consortium must have capacity to work in collaboration with partners in Asia and the Pacific in the health, research and community sectors. It is expected that most activities will be implemented by Consortium members, although some may be sub-contracted to other agencies or individuals with specialist expertise in a particular area.

In addition to implementing the Program's workplan of activities, Consortium members will be engaged in an ongoing process of reviewing performance of the Program and monitoring achievements against the Program Goal, Purpose and Objectives and the overarching Strategy. Consortium members will be invited to provide feedback on draft performance reports prepared by the Secretariat, and will be expected to comment on the achievements and problems identified by the Secretariat and any recommendations that the Secretariat wishes to put to the PCC for consideration. Members will be expected to share information that will be of common benefit to the Consortium. This may include strategic information on emerging issues that may impact on the effectiveness of the Program, which should be shared with other members and provided through the Secretariat to the PCC, including identification of new risks, anticipated threats/problems or strategic opportunities for maximising Program impact such as new regional partnerships.

The Program's Secretariat will work with the Consortium members to develop a four year outline workplan and detailed annual plans. The collaborative planning process will require Consortium members to engage in dialogue with a variety of stakeholders including partners in the region, AusAID country programs, national HIV/AIDS coordinating authorities and HIV/AIDS projects supported by other donors.

Program Coordination Committee (PCC)

Members of the PCC will be appointed by AusAID. The PCC will comprise:

- no more than three representatives of Consortium members
- independent experts in HIV/AIDS and development, including a Chair who may be drawn from the Asia Pacific region
- a person living with HIV/AIDS
- an AusAID representative
- the Program Director (ex officio, with no voting rights).

The PCC will provide strategic oversight of the Program and approve annual workplans. It will provide guidance to the Consortium members and the Secretariat, advise on emerging priorities and issues, agree workplans having regard to Program goal, purpose and objectives, and endorse performance reports and financial reports to be submitted to AusAID. AusAID will prepare Terms of Reference for the PCC. The PCC will meet at least annually so as to approve each year's annual plan, and more often if required. In the first six months it will meet to approve the four year outline workplan and first year's detailed annual plan.

Secretariat (see Appendix 6 for role description)

AusAID will enter into a Funding Agreement with an organisation to engage a Secretariat to deliver the Program. The Funding Agreement will require the Secretariat to enter contracts to ensure implementation of annual plans agreed by the PCC. The Secretariat's responsibilities will include:

- administrative support to the PCC;
- administrative support to meetings of the Consortium group;
- contracting the provision of independent financial management services for the program by a Financial Manager;
- negotiation, monitoring and management of contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver activities and achieve outcomes described in agreed annual plans;
- working with the Consortium members to develop joint annual plan proposals for submission to the PCC for endorsement;
- cooperation with the TAG including ensuring that draft annual plans and other relevant reports are provided in a timely fashion to the TAG;
- working with the Consortium members to consider and respond to TAG recommendations in consultation with Consortium members;
- support to resolve problems and maximise effective collaboration between partners.

An initial Funding Agreement for the Secretariat will be entered into for the period from signing the contract until the end of the second year of the Program. An extension of the Funding Agreement until the end of the fourth year of the Program may be entered into subject to the findings of a mid-term review (see below) and agreement by AusAID.

The Secretariat will be based within one of the Consortium members or a third party (as agreed by AusAID) and will be managed by a Program Director.

Financial Manager (see Appendix 7 for role description)

The Secretariat will be required to appoint an independent Financial Manager to monitor contracting arrangements and to audit financial reports. Contracts will include specific monitoring and evaluation requirements. Consortium members and other contractors funded to implement activities will be required to provide regular financial reports to the Financial Manager, who will report to the PCC through the Secretariat.

Consideration should be given by the Secretariat to retaining services of a financial management firm that has demonstrated a commitment to HIV/AIDS as a community issue and which may be willing to provide a percentage of services on a pro-bono basis or as an in-kind contribution to the Program.

Technical Advisory Group (TAG)

For each year of the Program, AusAID will contract a TAG to consider the draft annual plan prior to the plan being submitted to the PCC. The TAG will comprise technical experts with knowledge of AusAID policy and programs, and may include an AusAID representative. Draft annual plans and any other documents requested for review (e.g.

performance reports, reports on changes to the risk environment) should be submitted to the TAG by the Secretariat at least four weeks prior to the date of the next scheduled PCC meeting. The TAG will report to the Secretariat and may request information relevant to the workplan from the Secretariat and individual Consortium members, and may recommend alterations to the annual plan prior to the submission of the annual plan to the PCC. TAG reports will be made available by the Secretariat to the PCC. If the annual workplan is not altered in accordance with TAG recommendations, the Secretariat should provide a statement to the PCC explaining the reasons for this.

Consortium Proposal

AusAID will invite the Australian HIV organisations identified in Appendix 8 to form a Consortium and submit a joint proposal for AusAID support under this Program. The Consortium may comprise all or any subset of the listed organisations. These organisations are domestic HIV organisations with expertise in health, research and community based or peer led HIV responses. The list includes but is not limited to all of the current AHAPI partners.

AusAID is seeking to support only one Consortium group through this Program.

The Consortium Proposal must identify which of the organisations listed in Appendix 8 have agreed to form the Consortium and demonstrate that members have the expertise, experience and partnerships required to deliver HIV capacity building activities in line with the Program's purpose, objectives, principles and priorities.

The Consortium may define different tiers of membership (e.g. associates) if this clarifies roles. The proposal should describe the Consortium's decision making processes including in relation to membership issues. It is expected that the organisations that are founding members of the Consortium will remain its core members, ensuring that the focus of the program is on regional partnerships formed by domestic HIV organisations with technical expertise in health, research and community sector responses. If the Consortium decides to invite other Australian organisations to be invited to join the Consortium, then a case should be presented to the PCC as to how the organisations' inclusion will enhance the Consortium's overall capacity to deliver the Program. The PCC will then decide whether membership should be expanded as proposed.

A detailed workplan will not be required in the joint proposal. The joint proposal must:

- describe the overarching approach and strategy to be adopted in achieving the Program goal and objectives over the four year life of the Program;
- include a brief outline of the types of activities that Consortium members will engage in, and how the proposed activities will help achieve the Program goal and objectives;
- describe the management requirements of the Consortium including:
 - establishment of a Secretariat (including staffing and operational costs);
 - financial management and administrative systems.
- provide a budget for the Secretariat and any other management costs for the period of the initial Funding Agreement i.e. to 30 June 2009;

- identify the legal entity with which it is proposed that AusAID will enter into a funding agreement (this entity will engage the Secretariat and contract with the implementing organisations); and
- define the process for appointment of the Financial Manager

A Funding Agreement will be entered with the entity hosting the Secretariat to fund costs associated with the Secretariat, Financial Manager and the development of an initial Consortium workplan.

ACFID will have observer status to attend meetings of the Consortium. It is expected that the Consortium will liaise with ACFID as to opportunities for collaboration and avoidance of duplication with its members' activities in the region.

Consortium Four Year Workplan

The Secretariat will work with the Consortium to develop an outline workplan that provides an indication of the activities to be implemented by Consortium members over the four year period. Once this is approved by the PCC, more detailed annual plans will be developed. To guide development of workplans, Appendix 5 contains an outline of factors that AusAID considers to be important for effective implementation.

The initial workplan development process will entail:

- (i) Consultation with AusAID regarding activities Consortium members and partners could implement to address gaps in the HIV response of priority countries, with reference to the priorities agreed between AusAID, other donors and national governments. Key liaison points for developing initial workplan priorities will include:
 - AusAID's HIV/AIDS Adviser;
 - For Indonesia, the AusAID HIV Program Coordinator working in the Health Unit at AusAID's Jakarta post;
 - For the Pacific region, the SPC's HIV/AIDS and STI Team, the First Secretary at AusAID's Suva post and the AusAID Pacific HIV Program Adviser based in Canberra;
 - For HAARP countries, the HAARP Program Director based in HAARP's Bangkok regional Unit office and the AusAID development counsellor based at the Bangkok post; and
 - For East Timor, the AusAID development counsellor at Dili post.
- (ii) Development of the four year outline workplan identifying the Consortium members responsible for developing more detailed annual plans. A monitoring and evaluation framework should accompany the workplan.
- (iii) Submission of the outline workplan to the PCC. The PCC will consider in assessing the indicative workplan the extent to which activities:
 - align with national priorities;

- complement existing AusAID programs in priority countries; and
- respond to needs identified by AusAID desks and posts in priority countries, as well as key partners (e.g. Secretariat of the Pacific Community, National AIDS Councils/Commissions).

Annual Plans

For each year of operations, a detailed annual plan will be developed. This will require liaison and consultation between Consortium members and regional partners, AusAID posts and other entities in-country such as National AIDS Commissions and other donor projects. The annual plans should:

- (i) directly support the overall Program goal and objectives;
- (ii) respond to needs identified by country counterparts and AusAID as priorities for capacity building;
- (iii) have well defined and measurable objectives, outputs and outcomes including a statement of what the activity will deliver and the expected change at the end of the activity and indicators of performance and progress;
- (iii) present an analysis of risks to successful implementation and identify strategies to mitigate and manage risks as appropriate to the context; and
- (iv) be informed by gender analysis so that the program promotes gender equality.

Annual plans should include a detailed workplan, M&E plan and budget (including, in year one, any costs associated with extension of AHAFI contracts if necessary).

Draft Annual Plans must be submitted to the TAG for consideration prior to submission to the PCC (as described above).

The Secretariat will be required to provide consolidated annual plans to the PCC for approval no later than 31 December each year. The PCC may request adjustments to the Plan if necessary.

It is expected that the four year outline workplan, and detailed plans and budget for year one, will be approved by the PCC in a timely manner so as to allow implementation of activities to commence in the first half of the 2008 calendar year.

When each year's annual plan is approved by the PCC, the Funding Agreement between AusAID and the organisation engaging the Secretariat will be augmented so as to fund implementation of the year's planned activities.

If in development of an annual plan the Consortium decides that it is appropriate for other organisations to either be (i) contracted as implementers or (ii) in the case of Australian HIV organisations, to be invited to join the Consortium, then a case should be presented

to the PCC as to how the organisation's inclusion will enhance the workplan and/or the Consortium's overall capacity to deliver the Program. The PCC will then determine the issue when approving the workplan, having regard to the Program goal and objectives.

Performance Reports

The Secretariat will provide to the PCC six monthly performance reports and an annual report. The draft reports will be submitted to the Consortium members for comment and to ensure accuracy before submission to the PCC. These reports will include:

- An assessment of key achievements of the Consortium against the four year work plan, with reference to the Program principles including partnerships established and sustainability;
- Details of activities being implemented including evidence that demonstrates how capacity is being built;
- Risks identified that may impede achievement of Program objectives and a risk mitigation strategy;
- Recommendations for the next Annual Plan period;
- Details of expenditure for all activities and the implications for ensuing years;
- Any other information that the Consortium considers will assist the PCC in its strategic oversight role.

In the annual report, the Secretariat (through the Financial Manager) will be expected to provide an audited annual financial statement on Program activities (which includes Secretariat expenditures) for the relevant financial year. This should be submitted with a financial plan outlining (a) the budget for proposed activities; and (b) expected costs of managing the Consortium. The Financial Manager will be responsible for timely preparation of program financial reports.

The PCC may provide comment on progress, annual and financial reports and request further information, and the PCC may require such information as a pre-condition of approving the annual plan.

Conflict Resolution

In the event of any conflict within the Consortium, in the first instance the Consortium should attempt to resolve the matter internally. The Secretariat should assist to resolve such conflicts.

In the event of a conflict that cannot be resolved internally, then the PCC may intervene and may act as mediator to help determine a resolution. If appropriate, the Secretariat can assist or act on behalf of the PCC in mediating any internal conflict between Consortium members.

In the event of a conflict within the PCC that cannot be resolved internally, then the matter will be referred to AusAID for resolution.

3.4 Monitoring and evaluation

The Consortium members, Secretariat, TAG, Financial Manager and PCC all have roles in Program monitoring and evaluation.

M&E Framework and Plans

Appendix 1 provides a draft M&E Framework. This draft should be used as a basis for developing the Program's M&E Framework, which is required to be provided to the PCC with the four year workplan prior to commencement of the Program.

The approved M&E Framework will provide the basis for more detailed annual M&E plans which should accompany each annual plan submitted to the PCC. Annual M&E plans should enable the Secretariat to provide periodic reports to the PCC that focus on key outcomes achieved (rather than only descriptions of inputs or activities).

The M&E plans should include:

- (i) a clear articulation of desired outcomes at the end of each activity, and the quality and quantity of outputs to be delivered;
- (ii) indicators of achievement that are unambiguous and reflect quality, quantity and time elements;
- (iii) a pragmatic method to collect outcome and output information (means of verification).

M&E plans must report on any gender equality outcomes, such as outcomes achieved through promotion of participation of women and men in activities, promoting capacity to address specific gender aspects of the epidemic and addressing gender equity in access to workplaces and services.

The Secretariat will be primarily responsible for monitoring progress against plans. The Financial Manager will be responsible for monitoring contract arrangements, including compliance of Consortium members and sub-contractors with contractual M&E requirements. The TAG will contribute to monitoring of the quality, technical feasibility and coherence of the annual plans.

Records

For the purposes of quality assurance, accountability and reporting, the Secretariat will maintain the following records:

- Number, type and location of activities funded;
- Outputs and outcomes for each activity;
- Problems faced and how they have been resolved;
- Gender disaggregated data where relevant; and
- Financial expenditure by activity, type and location.

Activity completion reports

For all completed activities, the Consortium member or other sub-contractor responsible for implementation will be expected to submit an evaluation report, outlining the activity's outputs and outcomes and how they have contributed to achievement of the

overall Program objectives. Assessment of each activity will utilise a mix of qualitative and quantitative methods.

PCC meetings

PCC meetings will provide an opportunity for a regular review of the overall performance of the Consortium, effectiveness of partnerships and relationships with other stakeholders, achievements and challenges, and emerging priorities. The PCC will have regard to performance reports from the Secretariat, as well as any formal or informal feedback provided from Consortium members, Program partners in the region, AusAID programs and other domestic and international stakeholders. The AusAID representative will monitor the effectiveness of the PCC in its strategic oversight role and in the consistency of its decision making with Program goals and objectives.

Mid Term Review

An independent review of the Program will be conducted by AusAID before the end of the Program's second year of operation, to assess:

- The adequacy of progress towards Strategy objectives;
- The efficiency and effectiveness of the Consortium model in delivering the Program, in particular whether the consortium has enabled a more strategic and coherent approach;
- The continuing validity of the Program design, given any changes in the policy and operational environment.

The Review will be wide-ranging and may make recommendations for changes to any governance and implementation arrangements including the roles of the PCC, Secretariat, Financial Manager, Technical Advisory Group and Consortium group. AusAID will take into consideration the findings of the review when determining whether the Funding Agreement with the organisation engaging the Secretariat will be extended to the end of the fourth year of the Program.

End Term Impact Evaluation

An evaluation of the Program will be conducted in the final year of the Program with a focus on the Program's overall impact in contributing to the Program Goal. Terms of Reference for the evaluation will be developed by the Health and HIV Thematic Group.

State of the Sector Reports and Country-level Annual Program Performance Updates

AusAID conducts annual reviews of progress in health and HIV across all of its programs, which are summarised in State of the Sector Reports. The AusAID Health and HIV Advisers will be responsible for monitoring the Program in the context of its contribution to sectoral objectives as reported in the State of the Sector Reports. At a country level, AusAID posts are required to report annually to AusAID's Office of Development Effectiveness through Annual Program Performance Updates, which report on progress in achieving each country program's HIV and health objectives. The Capacity Building Program's activities at country level may be assessed as part of this annual update process.

Ongoing AusAID Monitoring of Consortium Performance

AusAID will use its regular systems to assess the overall performance of the Program, including the effectiveness of the Consortium, PCC, TAG, Secretariat and Financial Manager in providing a framework for delivery of the Program. This will be assessed through AusAID's Quality at Implementation process, which rates the quality of activities according to standard indicators. AusAID's Quality Reporting Systems will monitor implementation progress, achievement of outcomes, quality of monitoring information, risk management, sustainability and gender equality measures.

1.5 Resource requirements

The indicative allocation for the Program over the four year period 1 July 2007 to 30 June 2011 is \$13 million. When a funding agreement is agreed with the organisation hosting the Secretariat, AusAID will define the budget allocation for year one and also provide an indication of the amount expected to be available for the second year, to allow planning of multi-year activities.

Costs of the Program will include the following:

- Funding for implementation of capacity building activities including in-country activities, regional events and production of resources;
- Management and administration of the Consortium, including:
 - Recruitment and salaries for Secretariat staff;
 - Financial management and other management fees;
 - Technical assistance for monitoring and evaluation;
 - Office supplies; and
 - Travel.
- Monitoring and evaluation
- PCC meeting expenses; and
- TAG and Mid Term Review expenses (contracted by AusAID).

4 Feasibility, Sustainability and Risk Management**4.1 Overall Feasibility**

This analysis of feasibility is based on AusAID's prior experiences in capacity building, consultation with Australian HIV and development sectors, and knowledge of lessons learned by other donors and multilateral organisations. Together, this input suggests the capacity building program will support an increase in the quality of HIV policies and programs. This is because:

- The model of "organisational twinning" which will be a feature of the Program has been demonstrated through the AusAID HIV/AIDS Partnership Initiative as an effective approach to long term capacity building;
- Australia's expertise in HIV is internationally recognised and has benefited from over two decades of Australian Government investment in developing organisations

committed to supporting national approaches to technical excellence in research, health and community responses to HIV;

- Australian HIV organisations must already have strong linkages with partners at the national, regional and international levels if they are to participate in the program.

4.2 Manageability

Consultations with the Australian HIV sector highlighted several concerns with the consortium approach, mainly from the perspective of smaller peer based organisations. These included:

- A consortium may add another layer of bureaucracy through which peer based organisations will need to advocate for the needs of affected communities, as opposed to being able to just do the work. This could have the effect of further marginalising the voices of these communities; and
- The process of negotiating principles and preferred ways of working would be unduly time and resource intensive, and divert resources from implementation.

To address these concerns, AusAID will require the PCC to closely monitor allocation of funds for peer based activities and if necessary to earmark a proportion of funds to these activities. The Technical Advisory Group will also be required to provide advice on quality of peer based activities including adequacy of participation of people living with HIV/AIDS and affected communities in the Program. It is expected that the meetings of the Consortium group, supported by the Secretariat and informed by the strategic guidance of the PCC, will provide a mechanism for planning, coordination, problem solving and dispute resolution as well as information sharing between Consortium members.

AusAID's Health and HIV Thematic Group will maintain oversight of program implementation and provide a first point of contact for the Secretariat and PCC should manageability issues arise that require an AusAID response.

4.3 Technical Feasibility

This Program is focused on developing skills in the health, community and research workforce to deliver HIV related programs and services. A strong emphasis therefore is on technical expertise in aspects of the HIV response. However the way in which the HIV epidemic manifests itself is highly influenced by social, political, economic, gender and legal factors. Activity implementation must take these complexities into account if the Program is to be effective.

Activities funded through AusAID's existing HIV programs including AHAPI have demonstrated that it is possible to transfer technical expertise from Australia to partners in resource poor settings. On this basis, this Program is expected to be technically feasible provided that:

- Consortium members and sub-contractors have sufficient technical *and* cultural competence to implement activities, and are well respected by partners in country;
- The Secretariat and Financial Manager have the skills and experience to manage the program and resolve issues as they arise;
- The TAG and PCC possess sufficient expertise in HIV *and* knowledge of social, political, economic and legal contexts to provide advice and strategic guidance to the Secretariat, Financial Manager and Consortium members in the implementation of activities.

4.4 Financial and Economic Feasibility

There is clear evidence of the serious financial and economic impact of HIV at the individual, community and national level.¹⁴ A program specific cost/benefit analysis has not been completed, as this Program constitutes a relatively small but significant input to the HIV response. If successful in developing local, national and regional capacities, the program will contribute to scaling-up prevention services to the level required so as to have an impact on reducing HIV incidence. The Program will also mobilise civil society responses through targeting key community and professional groups, and enable increased access to prevention, treatment, care and support. Increased community mobilisation and access to essential services can be expected to reduce the social and personal impacts of HIV in the Asia Pacific region, including the financial and economic costs.

Increased local capacity also equips countries to better utilise the funds of other donors (such as the Global Fund to Fight AIDS, Tuberculosis and Malaria) more effectively. Beyond the four year implementation period, it is likely there will be changes in HIV transmission trends and that leadership at national levels will have strengthened in addressing HIV. It is therefore not possible to say if a further commitment will be needed at the end of this four year Program.

4.5 Gender

HIV has a differential impact on men and women, reflecting gender inequalities and different roles and responsibilities in society. For example, women living with HIV may find it more difficult to access appropriate health care services because of financial or cultural reasons. Similarly, women may face significantly more discrimination from health services, their families and communities, and require different forms of peer based support to men living with HIV/AIDS.¹⁵ Women are often blamed for HIV entering families and communities, which may lead to violence directed at women. Women and

¹⁴ See for example AusAID (2006) *Impacts of HIV/AIDS 2005-2025 in Papua New Guinea, Indonesia and East Timor: Final Report of HIV Epidemiological Modelling and Impact Study* Commonwealth of Australia

¹⁵ Asia Pacific Network of People Living with HIV/AIDS and the Global Network of People Living with HIV/AIDS (2004) *AIDS Discrimination in Asia* <http://www.gnoplus.net/regions/files/AIDS-asia.pdf> accessed 5 March 2007

girls also generally carry the community burden of caring for sick family members and orphans.

Prevention responses must be gender informed to be effective and address socio-cultural factors that shape behaviour. Gender based violence is known to increase the vulnerability of women and girls to HIV/AIDS, and economic factors often determine women's involvement in sex work. Men may also be at enhanced risk of HIV due to gender specific factors such as illicit drug use cultures. Gender is also a major consideration in understanding and addressing the health needs of men who have sex with men and transgender populations, who may be marginalised by dominant cultural concepts of gender norms.

Capacity building activities funded through this Program must take proactive steps to address gender equity, encourage women's participation and ensure services will be of benefit to both women and men. Ongoing gender analysis of the Program and its activities will be ensured through the following mechanisms:

- Gender expertise on the PCC, to ensure a perspective about the impact of activities on women and men is incorporated into the design, implementation and review of the workplan, as well as guidance on priorities given to the consortium;
- Use of specialist gender expertise in conducting the mid term review and Program evaluation.
- Inclusion of gender equality indicators in M&E Plans and collection of sex disaggregated data.

A positive outcome for women is expected from the Program. The benefits from the Program of reducing HIV related harm will flow to both men and women, including vulnerable groups such as sex workers. Where appropriate the Program will support development of HIV related skills within sexual, reproductive and maternal health services, of which women and their children are the primary beneficiaries.

4.6 Factors to promote sustainability

The primary purpose of this Program is ensuring sustainability of the HIV response in the region, through the transfer of skills and structures to local counterparts. Mechanisms for achieving sustainability include:

- A four year implementation period allowing long term capacity development partnerships (as opposed to short term training), building on the 3 year AHAPI program;
- The Program's capacity to fund policy and advocacy activities that mobilise and support leaders in community, health and research sectors to strengthen political will and address policy and resource gaps;
- Promotion of partnerships and networks within the region to build capacity and regional cooperation;

- The use of “twinning” arrangements, and a focus on follow up and mentoring, which allow Australian organisations to work intensively with counterparts on a day to day basis to ensure the latter have the knowledge and systems to independently provide high quality HIV prevention, treatment, care and support services; and
- Integration into AusAID bilateral and regional programs, allowing capacity building activities to be linked to other HIV resources and developments.

Australian HIV organisations have pre-existing relationships with partners in the region, including those which developed through the three year *Australian HIV/AIDS Partnership Initiative* (Appendix 3). This new Program is expected to build on these existing relationships, thus increasing the likelihood of sustainability.

Developments in the operating environment, such as the commitments of donors and partner governments to support scale up for universal access to HIV services, increased donor cooperation and harmonisation of programs, and stronger leadership on HIV in many countries in the region bode well for the ongoing sustainability of the skills, structures and services this program will help put in place.

4.7 Risk management

The risk management matrix at Appendix 2 outlines the risks for the Program as a whole. Risk analysis of individual activities will be an essential part of the appraisal and approval of annual plans. The matrix will need to be reviewed at Program commencement to ensure continued validity. The Secretariat is required to report annually on changes to the risk environment and the Consortium’s responses to identified risks as part of the annual planning process.

Appendix 1: DRAFT MONITORING & EVALUATION FRAMEWORK

Goal / Impact	Indicators	Means of verification
<p>Strengthened capacity of organisations and individuals in the Asia – Pacific region to respond effectively to HIV/AIDS</p>	<p>Progress towards universal access to HIV prevention, treatment, care and support services in priority countries (eg. in Indonesia, Pacific, and Mekong)</p>	<p>Country reports from National AIDS Councils/Committees and SFC on progress towards universal access targets</p> <p>Reports from regional civil society, research and health sector bodies on improved availability and access to HIV services</p> <p>UNAIDS, UNODC and WHO data on coverage of programs and service gaps</p>
<p>Purpose / Outcome To foster strategic partnerships and linkages between Australia and the Asia Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.</p>	<p>Number of regional partners (individuals and organisations) in the health, research and community sectors who are enabled to sustain ongoing performance improvement in developing and implementing HIV policies and programs</p> <p>Capacity building partnerships established within the region that are:</p> <ul style="list-style-type: none"> o Durable o Focussed on areas where skills gaps have been identified o Of high technical standard 	<p>Reports from the Consortium’s regional partners</p> <p>Reports from national and regional clinical, research and community sector agencies</p> <p>Consortium six monthly reports</p> <p>Reports from National AIDS Councils/Committees and SFC</p>

<p>Objective 1:</p> <p>To develop the capacity of health care workers and their organisations (eg, health services, professional associations) to scale up and manage HIV services</p>	<p>Increased number of health care workers and health service organisations able to provide quality HIV services and to sustain their own performance improvement</p> <p>New or improved systems established for supporting health care workers to improve skills in delivering treatment, care and support services</p> <p>Systems established to monitor and improve quality of testing, treatment and care services, including introduction or improvement of standards for HIV testing and treatment</p> <p>Functioning HIV medical associations networked to each other throughout the region</p> <p>Mentoring relationships established</p>	<p>Consortium reports and partner data</p> <p>Feedback from:</p> <p>National medical/health care worker associations</p> <p>AusAID country and regional programs and national and regional partners eg, APCASO and APN+</p> <p>National HIV/AIDS Councils or Committees</p> <p>National HIV/AIDS Plans</p> <p>Ministries of Health</p>
<p>Objective 2:</p> <p>Develop capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research</p>	<p>Increased number of individuals with technical skills to carry out and disseminate HIV research in the region.</p> <p>Research organisations have systems established to support staff to improve skills in conducting research and to share expertise with other research organisations in the region</p>	<p>Consortium reports and partner data</p> <p>Reports from research capacity building partnerships</p> <p>Reports from National HIV/AIDS Councils Research Committees</p> <p>Research studies, reports, peer</p>

	<p>Partnerships and regional networks of researchers established</p> <p>Knowledge management and research dissemination systems established so that locally relevant evidence base can be maintained</p> <p>Increased availability of sound research on which to base HIV policy and programming decisions</p>	<p>reviewed articles and presentations</p> <p>Presentations to Conferences or peers</p>
<p>Objective 3:</p> <p>To develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services</p>	<p>Number of community sector workers that improve their service delivery, planning and management skills, enabling improved quality and availability of community and peer based prevention, care, support and advocacy services</p> <p>Organisational systems strengthened in community and peer based organisations that focus on the needs of people living with HIV/AIDS and marginalised communities</p> <p>Number and scope of partnerships established between community based organisations addressing similar needs that support exchange of learning and skills</p>	<p>Consortium reports and partner data</p> <p>Reports from peer based capacity building</p> <p>Reports from national and regional NGO/CBO organisations</p> <p>Feedback from AusAID country and regional programs and national and regional partners eg, APCASO and APN+, National HIV/AIDS Councils</p>

<p>Objective 4:</p> <p>To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.</p>	<p>Number and scope of partnerships established between organisations and professionals in Australia and counterparts the region</p> <p>Number and scope of partnerships established between organisations and professionals in low and middle income countries within the region</p> <p>Duration and continuity of partnership arrangements</p> <p>Number and technical focus of professional mentoring and organisational twinning relationships</p> <p>Number and scope of training opportunities and resources produced through partnerships</p>	<p>Reports from Consortium members and regional partners</p> <p>Reports from conferences, training or other partnership events</p> <p>Resources produced through partnerships</p>
--	--	---

Appendix 2 HIV/AIDS Capacity Building Program Risk Management Matrix¹⁶

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
<p>Consortium members unable to agree on priorities and approaches</p>	<p>Consortium comprised of organisations with differing views, expertise and interests</p>	<p>Delays in negotiation of workplan and commencement of activities</p> <p>Some members may "opt out" of involvement in the Program if participation proves too time consuming or difficult</p>	<p>3</p>	<p>4</p>	<p>3</p>	<p>Regular and open consultation facilitated by Secretariat between Consortium members, and between Consortium and PCC</p> <p>Use of TAG and meetings of the PCC to raise and resolve issues</p> <p>TAG and PCC monitor appropriate application of funds including sufficiency of focus on peer based work with PLWHA and affected communities</p> <p>AusAID earmarks funds for the Consortium to receive advice on consortium structure and related legal issues</p>	<p>PCC members, Consortium members</p>

¹⁶ L = Likelihood (5=almost certain, 4=likely, 3=possible, 2=unlikely, 1=rare)
 C = Consequences (5=severe, 4=major, 3=moderate, 2=minor, 1=negligible)
 R = Risk Level (4=extreme, 3=high, 2=medium, 1=low)

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
						during the initial Consortium inception stage	
Consortium unable to tap into and utilise all the relevant HIV expertise in Australia and the region	Some individuals and organisations have relevant HIV technical expertise that would add value to Consortium activities but are not currently employed by Consortium members	Missed opportunities for effective capacity building and partnership development in priority technical areas	3	3	2	Consortium and PCC scope new partnerships and sub-contract technical expertise if not available from within the Consortium	Consortium members, Secretariat, PCC members
Inadequate coordination with AusAID and with other donors to ensure an integrated response	Tension between priorities of the Program, AusAID desks/posts and other donors	Potential to create duplication and reduce effectiveness of program if it is acting in isolation rather than complementing AusAID programs and the work of other development partners.	3	3	3	Regular and open consultation by Secretariat and Consortium members with AusAID desks and posts and with other donors Program planning and activity approval completed with the investments of AusAID and other donors in mind, as well as the priorities agreed with	Consortium members, Secretariat, TAG members, AusAID

Risk Event	Source of Risk	Impact on Program	L	C	R	Risk Treatment	Responsible
						partner country governments.	
Changes in Government policies in Burma	Policy changes could relate to travel, restrictions and constraints on Aid Project implementation	Travel could be restricted for consortium members and Technical Advisers for Burma activities. Government constraints on Program implementation and working relationships with counterpart agencies.	4	4	3	Through liaison with AusAID, Secretariat keeps informed of changes, constantly monitors the situation and reviews management responses	AusAID, Secretariat and Consortium members

Appendix 3 AHAPI Projects 2004 – 2008**National Serology Reference Laboratory, Australia (NRL)**

This project funds expansion of NRL's current program of improving quality assurance and laboratory management for HIV diagnostic facilities in the Asia Pacific region.

Albion Street Centre

This project aims to establish a network of HIV/AIDS healthcare workers and institutions across the region to improve occupational safety and minimise the risk of infection from blood-borne viruses.

Australasian Society for HIV Medicine (ASHM)

The project aims to support ASHM's international program that will assist countries in the region to increase their level of clinical knowledge on HIV/AIDS and its treatment and care.

AFAO/ APCASO Leadership and Advocacy Collaboration Project

- Partners: Australian Federation of AIDS Organisations (AFAO) and Asia Pacific Council of AIDS Service Organisations (APCASO)
- Objective: To strengthen the advocacy and leadership capacity and skills of vulnerable communities through HIV community organisations in selected Asian and Pacific countries, and in the APCASO and selected members.

Strengthening the People Living With HIV/AIDS (PLWHA) Response – HIV Peer Support and Capacity Building

- Partners: National Association of People Living with HIV/AIDS (Australian) and Igat Hope Inc (Papua New Guinea); Timor Aid (East Timor); APN+: Asia-Pacific Network of People Living With HIV/AIDS (Thailand)
- Objective: To build the capacity and visibility of PLWHA organisations and groups to develop and sustain HIV positive people for delivering representation and involvement within their country's HIV/AIDS response.

Community Sex Worker Network Response to HIV/AIDS

- Partners: Scarlet Alliance (Australia) and Save the Children PNG
- Objective: To increase the capacity of Papua New Guinea sex workers to develop and implement an effective community response to HIV/AIDS.

The Australia – Thailand HIV/AIDS Nutrition Care, Treatment and Support Partnership Project

- Partners: Albion Street Centre (Australia) and Thai Red Cross AIDS Research Centre, Institute of Nutrition, Mahidol University
- Objective: To develop the capacity of project partners to promote, develop, implement and evaluate nutritional strategies to address the needs of PLWHA in Thailand. The project includes training of Nutrition Educators

Strengthening HIV-related social research capacity in Papua New Guinea

- Partners: National Centre in HIV Social Research (Australia) and Papua New Guinea Institute of Medical Research
- Objective: To strengthen HIV-related social research among PNG tertiary students and other researchers; and to increase understanding of the benefits of HIV-related social research among health workers, policy-makers, NGOs, political leaders, community leaders and members.

Appendix 4

**AusAID HIV/AIDS Regional Workforce Capacity Development Strategy
HIV/AIDS Taskforce
November 2006**

1 BACKGROUND AND RATIONALE

There have been major advances in HIV/AIDS interventions over the last decade. Antiretroviral medication can extend the lives of people living with HIV/AIDS dramatically and reduce mother to child transmission. Harm reduction programs can prevent transmission of HIV through injecting drug use if injecting drug users have access to them, and condom usage in the sex industry can reverse an HIV epidemic, as has been demonstrated in Thailand and Cambodia.

Despite clear evidence of what works, HIV continues to spread across the Asia-Pacific region. Most recent estimates indicate the majority of people living with or vulnerable to HIV/AIDS do not have access to appropriate prevention, testing, treatment, care and support services. For example, HIV prevention programs reach only 5.4% of injecting drug users in South and South East Asia, and treatment programs only 12% of people requiring antiretrovirals in the Western Pacific.¹⁷

One of the major impediments to scaling up HIV related services is the lack of a skilled local workforce. Countries in the region can only mount comprehensive responses to the epidemic if supported to skill up key personnel to provide prevention, treatment, care and support services, build the evidence base of what works in a particular country context, and advocate for an appropriate response to HIV.

In recognition of this, AusAID will implement an *HIV/AIDS Workforce Capacity Development Strategy 2007- 2011* targeting segments of the workforce critical to a strengthened response to HIV/AIDS. The Strategy incorporates lessons from the substantial capacity building work done through AusAID's HIV/AIDS programs in Papua New Guinea, the Pacific, Indonesia, China, Burma and Vietnam, as well as the *Australian HIV/AIDS Partnership Initiative (AHAPI)*.

The Strategy delivers on the commitment made in *Australian Aid: Promoting Growth and Stability* (the White Paper) to build HIV/AIDS capacity in the region, and is in line with the overall goals and objectives of *Meeting the Challenge: Australia's International HIV/AIDS Strategy*. AusAID, through this Strategy, will also assist states in the region to meet the UN commitment to universal access to HIV prevention, treatment, care and support by 2010.

¹⁷ UNAIDS (2005) *A Scaled Up Response to AIDS in Asia and the Pacific* UNAIDS/05.15E

2 GOAL AND OBJECTIVES

The overarching goal of this Strategy is:

To build the capacity of organisations and individuals in the Asia – Pacific region to address HIV/AIDS.

This Strategy focuses on the health care, community and research sectors, which together form the backbone of an effective national response to HIV/AIDS.

Objectives are to build capacity in these sectors to:

- scale up and manage HIV prevention, treatment, care and support services;
- develop and maintain a local evidence base on HIV through social, epidemiological and clinical research;
- advocate for comprehensive HIV policies and programs at the national and regional levels; and
- share expertise and work collaboratively across the region, including through cross-sectoral approaches and "south-south" partnerships.

3 GUIDING PRINCIPLES

This Strategy is underpinned by the following principles:

Sustainability through long term approaches rather than short term "parachuting in" of experts

Partnership including facilitating south-south collaboration and encouraging collaboration across disciplines

Strategic Focus on organisations and individuals best placed to transfer skills to others

Alignment with national priorities, in keeping with the "Three Ones" principles

Harmonisation with other donors

Leveraging of extra investments from other donors

Integration where appropriate of HIV/AIDS with sexual and reproductive health, child and maternal health, and drug use treatment and support services.

4 GEOGRAPHIC PRIORITIES

The geographic focus of the Strategy will reflect overall AusAID policy, as articulated in the White Paper and country and regional strategies, and areas of

greatest need. Initial priority will be accorded to **Indonesia** and countries in **Melanesia** and the **Greater Mekong Subregion**. Activities at the regional and sub-regional level will also be supported.

5 STRATEGY IMPLEMENTATION

This Strategy will be implemented through four components:

5.1 Integrating Capacity Building into Key Bilateral and Regional Programs

AusAID HIV/AIDS bilateral and regional programs are being implemented or in the design phase in PNG, Indonesia, China, the Pacific and Asia (encompassing Burma, Vietnam, Laos, China, the Philippines and Cambodia). All of these programs will have capacity building as a significant component of their work.

Capacity building is also supported through funding to accredited Australian development NGOs. In PNG, the Churches Partnership Program is building the capacity of Churches to address HIV as part of a broader program of support. In Burma, AusAID funds Australian NGOs to undertake community based HIV/AIDS and reproductive health activities. In Indonesia, under the AusAID NGO Cooperation Program, AusAID is funding UNICEF Australia to strengthen the capacity of educators in HIV prevention and life skills education.

It is important that HIV capacity building activities are integrated into bilateral and regional health and HIV programs, and managed at country posts if possible. Stand alone projects interfere with a coordinated AusAID response in-country and go against the "Three Ones" principles to which Australia has subscribed.¹⁸

The HIV/AIDS Taskforce will monitor relevant activities undertaken by AusAID programs and those of other donors and national programs, to ensure capacity building lessons are shared across countries. AusAID may fund activities that support consistent uptake of best practice approaches across the region (e.g. under component 4 below), but only if this work is not already taking place at country level.

Specific capacity building activities in the research sector may be linked to HIV research projects funded at the country level and through the proposed AusAID Health and Development Research Initiative.¹⁹

¹⁸ Endorsed by key donors in 2004, these are (1) One agreed HIV/AIDS Action Framework that provides the basis for coordinating the work of all partners; (2) One National AIDS Coordinating Authority, with a broad based multi-sectoral mandate; and (3) One agreed country level Monitoring and Evaluation System. www.unaids.org/en/Coordination/Initiatives/three_ones.asp

¹⁹ AusAID (2006) *Helping Health Systems Deliver: A Policy for Australian Development Assistance in Health* p 31 http://www.ausaid.gov.au/publications/pdf/health_policy.pdf

Ongoing liaison and consultation with relevant AusAID country programs is necessary to determine:

- The types of capacity building planned in the bilateral/regional programs, and whether they can be complemented by different approaches. Treatment and care services in Indonesia for example could be candidates for long term partnerships or twinning arrangements;
- How AusAID can harmonise its capacity building investments with those of other partners, including DFID, USAID, ADB, GFATM, governments and the SPC;
- If it is more appropriate in certain circumstances to integrate HIV into other health workforce strengthening initiatives, rather than have stand alone, specialist HIV projects. In the Pacific especially, given the low prevalence of HIV and high prevalence of other sexually transmissible infections, it may be more effective to incorporate HIV/AIDS into health workforce training on broader sexual and reproductive health issues.

5.2 Strengthening Regional Advocacy

The 2006 UN Political Declaration on HIV/AIDS commits member states to ensuring universal access to HIV prevention, treatment, care and support by 2010²⁰. Governments have further agreed to set targets in 2006 and review progress in 2008 and 2011.

Australia strongly endorsed the principles of the Greater Involvement of People Living with HIV/AIDS (GIPA) in *Meeting the Challenge: Australia's International HIV/AIDS Strategy*. Recent consultations have also highlighted the need to bolster civil society involvement in promoting universal access in the region²¹. AusAID can play a strategic role in supporting regional advocacy organisations to monitor and evaluate the progress governments in the Asia Pacific are making towards universal access and to advocate for accelerated action.

Through UNAIDS, AusAID funds the Asia Pacific Leadership Forum on HIV/AIDS (APLF) and the Seven Sisters project. The APLF is focused on garnering high level political leadership on HIV/AIDS, while Seven Sisters brings together networks dealing with affected communities such as men who have sex with men, injecting drug users, sex workers, transgender communities, mobile populations and people living with HIV.

Through AHAPI, AFAO and NAPWA are funded to develop the capacity of the Asia Pacific Council of AIDS Service Organisations (APCASO) and Asia Pacific Network of People Living with HIV/AIDS (APN+) respectively.

²⁰ 2006 UN Political Declaration on HIV/AIDS A/RES/60/262 paragraphs 20, 49 and 53

²¹ UNAIDS (2006) *Asia Pacific Regional Consultation on Scaling Up Towards Universal Access to HIV Prevention, Treatment, Care and Support* Pattaya, Thailand, 14-16 February 2006

The primary objective for AusAID in supporting regional advocacy organisations is to assist them, in conjunction with UNAIDS, to hold governments accountable to the universal access commitment. A secondary objective, also tied to the universal access agenda, is to enable regional bodies to help members at the local and national level to:

- develop policy and advocacy skills;
- build institutional capacity in program planning, governance and financial management; and
- develop resources and provide training on issues such as treatments education, health promotion, counselling and peer support.

Issues to be considered in implementing this component include:

- Whether to support organisations focused solely on the Pacific, as well as Asia Pacific regional bodies, given the social and epidemiological contexts of HIV transmission in the Pacific are different to Asia;
- how to establish sustainable financing arrangements; and
- The suitability of international organisations (eg International Treatment Preparedness Coalition, International HIV/AIDS Alliance or International Community of Women Living with HIV/AIDS) as partners for capacity building on specific issues.

5.3 Facilitating South-South Collaboration

AusAID will also enhance the HIV response in the region through so called "triangular cooperation", whereby a "northern" (high income country) partner facilitates exchange of expertise between "southern" (low or middle income country) partners²². AusAID has started to do this through the *Asia Regional HIV/AIDS Project*, which encourages discussion and information sharing on harm reduction among officials from Burma, China and Vietnam. Some Australian organisations, such as ASHM, AFAO, NRL and the Burnet Institute, also support such exchanges in their international programs.

The rationale behind south-south collaboration is that southern partners may be better placed than northern ones to build capacity in other resource poor settings. Appropriate southern partners should have experience in political, social, economic and cultural contexts similar to those of the organisations whose capacity they are developing, and may also speak the same or very similar languages.

Other donors have begun to facilitate south-south collaboration on HIV/AIDS. For example, DFID, UNAIDS and GTZ are co-funding the *Latin American HIV and AIDS Regional Programme*, which supports Brazil to share its technical expertise with other Latin American countries. Similarly the *South - South*

²² UNDP (2004) *Forging a Global South* www.tcdc.undp.org

Initiative of the US Centers for Disease Control enables CDC Brazil to build capacity in Angola and Mozambique.

There are many local organisations in the region with substantial experience in particular aspects of the HIV response. In scoping potential collaborations, AusAID could focus on, for example:

- **Thailand** for treatment delivery programs and prevention of HIV through sexual transmission;
- **China** for harm reduction (i.e. including needle and syringe programs and methadone maintenance programs); and
- **Indonesia** for harm reduction in prisons specifically. Notably Kerobokan Prison in Bali Province is the first prison in Asia to have a methadone program.

5.4 Linking Australian Organisations with In-Country Partners

This final component aims to bring Australia's technical expertise on HIV/AIDS to the region in a systematic, strategic and cost effective way. It has evolved through consultations which took place during and since development of the White Paper, and will be characterised by the following:

- **Complementarity** with AusAID bilateral and regional programs and the investments of other donors: Additional capacity building work will only be funded under this component if not already covered in the HIV programs of AusAID or other donors. Examples of technical and thematic areas which might be considered gaps in the current response of some countries might include building research capacity (which is not a feature of any AusAID HIV program apart from PNG), long term health workforce development and interventions for specific vulnerable populations such as men who have sex with men.
- **Sustainable long term approaches:** this component will focus on "twinning" Australian organisations and their counterparts overseas. Australian staff members should ideally spend substantial time in country, working alongside counterparts to institute sustainable structures and systems, as well as provide ongoing mentoring. The intention is to move away from short term technical assistance which is neither sustainable nor effective in transferring skills to local counterparts.
- **Comparative advantage:** AusAID will support sharing of expertise in areas where Australia has a comparative advantage. This includes community based prevention, research and surveillance, HIV medicine, treatments education and support, and policy development. Australian organisations can also share experiences in cross-sectoral approaches that partner community, health care, research and government sectors in development and delivery of comprehensive, integrated HIV policy and programs.

It is proposed to fund a consortium of agencies to implement and/or subcontract activities under this component. This approach encourages cross-sectoral collaboration between Australian HIV/AIDS organisations, and the consortium will also be expected to both include partners from the Asia-Pacific region and to facilitate south-south expertise exchange as part of its program of activities.

A work plan will be developed in consultation with AusAID country programs and taking into account GFATM funded activities and the programs of other donors such as USAID, DFID and the ADB.

A consortium should be better placed than individual organisations to garner support from other sources. Consortium members will be encouraged to seek funds from partner governments, other donors and foundations to subsidise the costs of training programs, ongoing "twinning" and associated long term capacity development activities.

6 MONITORING AND EVALUATION

The majority of HIV/AIDS capacity building work will take place through bilateral and regional programs and therefore be evaluated through country based performance assessment systems. Initiatives which fall outside these programs will be evaluated using multiple approaches, including joint donor reviews, cluster evaluations and quality assurance group assessments.

Overall implementation of the Strategy will be monitored by the HIV/AIDS Taskforce. The effectiveness of the Strategy will be assessed having regard to the extent to which outcomes of activities under the four components realise the Strategy's aims and objectives. A Mid Term Review will be conducted in 2009 and an impact evaluation of each of the four components conducted in 2011.

Appendix 5

Capacity building activities: Implementation approach

The Program relates both to building the skills and capabilities of *individuals* and to strengthening *organisations* (eg, through improving internal systems and external relationships). The Program will support Australian organisations to partner with individuals and organisations in developing skills, professional and institutional relationships, and sustainable structures and systems. The Program may include a mix of short and longer term activities.

Activities should generally not occur in isolation but be framed within the context of national HIV/AIDS priorities and the development of long term capacity building relationships which will support countries to meet these priorities. These relationships will facilitate follow-up and exchange of learning after training or other targeted events, and identification of emerging needs and appropriate responses. It is expected that these relationships will not only build the capacities of in-country partners but also enhance the capacity of the providers of program services in achieving sustainable outcomes.

As the Program seeks to provide broad geographic coverage with limited resources, activities are expected to be identified that have wide reach or cascading impacts such as regional training events, supporting regional hubs of expertise, production of regional resources and development of partnerships with organisations that have national or sub-regional mandates. Implementing partners should have expertise in capacity building methods including how to secure local leadership and ownership of the change agenda.

By way of example, the following types of activities may be considered appropriate:

- Formalising and maintaining relationships and exchange with like-minded organisations at a country and regional level, including facilitating collaboration and exchange of information between organisations based in the region
- Supporting attendance at Australian and regional conferences and events, with structured sessions set aside for networking and the development of initiatives
- Delivery of targeted training or 'train the trainer' courses relating to the areas of expertise of Australian organisations in response to requests or training gaps
- Follow-up after training, and ongoing mentoring and networking
- Collaborating on development of training and technical resources, guidelines and educational curricula
- Providing policy development and technical advice.

Workplan proposals should:

- demonstrate how capacity of partners will be developed, in areas such as:

- epidemiological, social, behavioural, economic or clinical research;
 - HIV and STI medicine, laboratory technical skills and transfer of medical technologies;
 - HIV prevention, treatment, care and support;
 - HIV prevention, health promotion and peer education for people living with HIV/AIDS, sex workers and their clients, people who inject drugs and their sexual partners, transgender populations and men who have sex with men; and
 - advocacy and policy development.
- be informed by gender analysis and address integration where appropriate of HIV services with sexual and reproductive health services, child and maternal health services, and primary health care services for people who use drugs.

The Program is one contribution to capacity development and is not intended to exclude use by AusAID of other Australian and international entities to provide capacity building support to the region's HIV responses, consistent with the overarching Workforce Capacity Development Strategy. Activities will align with national and regional priorities and complement other AusAID bilateral and regional HIV programs in PNG, Indonesia, China, East Timor, the Pacific and Asia Region (China, Burma, Laos, Philippines, Vietnam and Cambodia).

Links should also be made where relevant with AusAID's health systems strengthening and child and maternal health activities, projects funded through the Health and HIV Research Program, and Australian Scholarships including Australian Leadership Awards, which provide scholarships and fellowships for study, research and professional attachment programs delivered by Australian organisations.

Appendix 6

Secretariat – Role Description

Background: A Secretariat will be engaged to provide a central coordination point for the Program, enter contracts for implementation of activities, monitor progress and to ensure that the PCC and Consortium are supported in their work.

Purpose of the Secretariat: To play the central role in managing the program on a daily basis, and to help deliver the Program under the PCC's direction and guidance. The Secretariat will be led by a Program Director.

Responsibilities: AusAID will enter into a Funding Agreement with an organisation to engage a Secretariat that will:

- provide administrative and secretariat support to the PCC;
- provide administrative and secretariat support to meetings of the Consortium group;
- facilitate the oversight role of the PCC;
- manage the contracting of and monitoring of program activities;
- ensure consultation with AusAID (Advisers, Desks, Posts) and other stakeholders on program activities;
- contract the provision of independent financial management services for the program by a Financial Manager;
- negotiate and manage contracts with Consortium members or other providers (e.g. external technical agencies or regional partners) to deliver activities described in agreed workplans;
- prepare program progress and annual reports to be submitted to the PCC for endorsement;
- work with the Consortium members to develop joint budgeted annual plan proposals and M&E plans for submission to the TAG for review and the PCC for endorsement;
- work with the Consortium members to consider and respond to TAG recommendations in consultation with Consortium members;
- provide support where appropriate to resolve problems and maximise effective collaboration between partners.

Reporting: A Program Director will lead the Secretariat in its duties and will be the Secretariat Manager. Staff of the Secretariat will report to the Program Director in the first instance.

Appendix 7

Financial Manager - Role Description

Background: In order to ensure that the Program meets AusAID financial and project management requirements, an independent financial manager will be engaged by the Secretariat.

Purpose of the Financial Manager: To oversee the financial accountability of the Secretariat, to monitor all contracting arrangements of the Program and to provide certified financial reports of the program.

Responsibilities: The Financial Manager will:

- monitor all contracting arrangements for the Program to ensure financial accountability and transparency, and to ensure that arrangements fulfil Australian Government requirements;
- provide independent financial auditing of the Program overall and to assess and approve the financial reports received from the Consortium members on their activities. Certified audit reports will be required to be submitted with annual reports; and
- conduct independent financial investigations if directed by either the Secretariat or the PCC.

Reporting: The Financial Manager will be contracted by the organisation hosting the Secretariat and will report to the Secretariat. The position will ultimately report to the PCC on program financial matters, through the Secretariat.

Appendix 8

Organisations to be invited to be founding members of Consortium

Albion Street Centre

Australian Federation of AIDS Organisations (AFAO)

Australian Research Centre in Sex, Health and Society (ARCSHS)

Australasian Society for HIV Medicine (ASHM)

Australian Injecting and Illicit Drug Users League (AIVL)

National Association of People Living with HIV/AIDS (NAPWA)

National Reference Laboratory (NRL)

National Centre in HIV Epidemiology and Clinical Research (NCHECR)

National Centre in HIV Social Research (NCHSR)

Scarlet Alliance

[Agreement 46806
Amendment No. 1]

Annex 2 – Terms of Reference: Program Coordination Committee (PCC)

Regional HIV/AIDS Capacity Building Program

Terms of Reference: Program Coordination Committee (PCC) Regional HIV/AIDS Capacity Building Program

Background:

The Regional HIV/AIDS Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, East Timor, the Pacific, the Greater Mekong, China and the Philippines. The Program will provide a flexible mechanism to add value to the existing HIV response in the region. It will build on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.

The Program goal is strengthened capacity of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS. The program focuses on three sectors: health services, community and research.

The purpose of the program is to foster strategic partnerships and linkages between Australia and the Asia-Pacific region that will enable sustained performance improvement for individuals and organisations working in HIV/AIDS health care, research and community responses.

The four Program objectives are:

1. To develop the capacity of **health care workers** and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. To develop the capacity of **researchers** and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. To develop the capacity of **community organisations** and community sector workers to scale up and manage community and peer based HIV services;
4. To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors.

The management structure of the Program comprises of five elements: a consortium of Australian organisations, a secretariat led by a program director, a program coordination committee, a technical advisory group and an independent financial manager.

The Program will be implemented by the consortium member organisations, through the consortium secretariat, who will work collaboratively to achieve the program objectives. The consortium has agreed that the Australasian Society for HIV Medicine (ASHM) will host the secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Consortium member organisations include:

1. Albion Street Centre (ASC)

2. Australasian Society for HIV Medicine (ASHM)
3. Australian Federation of AIDS Organisations (AFAO)
4. Australian Injecting and Illicit Drug Users League (AIVL)
5. Australian Research Centre in Sex, Health and Society (ARCSHS)
6. National Serology Reference Laboratory (NRL)
7. National Centre in HIV Epidemiology and Clinical Research (NCHECR)
8. National Centre in HIV Social Research (NCHSR)
9. Scarlet Alliance (Australian Sex Workers Association)

Note: The National Association of People Living with HIV/AIDS (NAPWA) whilst not a consortium member, will be involved in the program through provision of advice and services as agreed with the consortium and through nominating a PLWHA to participate in the Program Coordination Committee.

Scope and Timeframe

The Program commenced in January 2008 with a six month work plan development phase and will then enter a 3 year implementation phase from July 2008 to June 2011.

The first Program Coordination Committee will be convened in June 2008 in order to review and approve a three year work plan, and the work plan and budget for the first year, July 08 – June 09.

A mid-term review is scheduled to take place during the 2nd year of implementation (November 2009) that would make recommendations regarding the future of the program for the 3rd year and beyond. The PCC will play a role in shaping the focus of this review, assessing results and making decisions based on the review team's recommendations.

The design of this Program around a Consortium model for implementation represents a new approach and has associated opportunities and challenges. The Program's objectives are broad and ambitious. There is a risk that some program objectives will only be partly or inconsistently achieved within a three year timeframe. Acknowledging that capacity building requires a long-term approach, the PCC will monitor progress towards the goal and objectives, assessing the appropriateness of the model and making recommendations regarding the strategic direction of the Program based on wider developments in the sector.

Role and responsibilities of the PCC:

Constituted by AusAID, the main role of PCC is to provide strategic direction and oversight of the Program and approve annual work plans and budgets. The PCC is not intended to be a representative body.

PCC responsibilities:

- To review and approve the 3 year program work plan and budget, and each annual plan and budget having regard to the Program goal, purpose and objectives.
- To review and endorse key program policy documents (e.g. risk management strategy, GIPA policy, gender plans, monitoring and evaluation framework.)
- To monitor and assess outputs and outcomes of the Program.

- To review and endorse program reports (Annual narrative and financial reports, evaluations, reviews or performance assessment reports.)
- To provide feedback, guidance and advice to the consortium members and the secretariat on emerging priorities and issues and promote program learning and improvement.
- To assist in identifying and resolving problems.

The PCC may provide advice and recommendations to AusAID, the Secretariat and Consortium Members on:

- **Contextual developments and alignment** - Issues and developments in the region. Alignment with AusAID policy / programs and national priorities.
- **Design** - Relevance / appropriateness of program structure or other aspects of design.
- **Implementation** - Appropriateness of institutional arrangements, activity management, reporting and monitoring. Identification of problems, constraints and solutions.
- **Performance** - Likelihood of the program meeting its objectives in the scheduled timeframe with the allocated budget. Performance of Secretariat / TAG / Consortium and its member organisations. Measures to enhance value for money.
- **Sustainability** of outcomes and program strategy. Ownership and approach to capacity development.
- **Risk Management** - Identification and management of risks.
- **Partnerships** - Quality of relationships amongst stakeholders including regional partners, cooperation across disciplines / sectors.
- **GIPA and involvement of affected communities** - Approach, implementation and monitoring and evaluation.
- **Gender** - Approach, including monitoring and evaluation of gender equality outcomes.
- **Learning and continuous improvement.**

The main mechanism for carrying out this role will be annual PCC meetings to monitor the program and review and approve key program documents. The first PCC meeting will be held in June 2008. The PCC may be consulted periodically on specific issues or to review specific documents between annual meetings if requested by AusAID. Additional PCC meeting may be scheduled if required.

PCC Membership:

The PCC will comprise of 8 – 10 members selected for their ability to make an authoritative contribution to the Program.

The Executive Officer to the PCC will be the Program Director of the Consortium Secretariat who will have an Ex-Officio (no voting rights) position on the PCC. The PCC will comprise of:

- up to three representatives from Consortium member organisations representing health, community and research sectors. (These PCC Members will be nominated by the Consortium and can be rotated over the life of the program. To avoid conflict of interest issues Consortium PCC Members will have no voting rights);
- independent members with expertise in HIV/AIDS and development including a Chair Person who may be drawn from the Asia-Pacific region. (Experts should include people with expertise relating to GIPA, affected communities and gender);

- a person living with HIV/AIDS (to be nominated by NAPWA);
- an AusAID representative; and
- the Program Director (ex officio, with no voting rights).

PCC member duties include:

- reviewing all relevant background documents;
- attendance and active participation in PCC meetings. (Face to face where possible); and
- providing timely reasons, comment or information relating to decisions made during the meeting.

PCC members will be selected based on the following criteria:

- technical knowledge of HIV responses of the three program areas (health, community, research sectors);
- knowledge of the countries that are the focus of the program;
- knowledge of AusAID policies and programs; and
- availability to participate in the PCC for a 2 year term (this does not apply to Consortium Members).

PCC Governance

One of the independent experts will be appointed to chair the PCC. The AusAID Representative will have the deputy chair role. Chairs will be supported organisationally by the Secretariat.

The PCC is a forum for robust discussions focused on strategy, program outcomes and value for money. The PCC will aim for a consensus decision making model however to avoid conflict of interest, if consensus cannot be achieved final voting rights are only held by the Independent (Non-Consortium) Members of the PCC.

A minimum of 3 voting PCC Members (including AusAID) in attendance is required for a decision to be passed.

Code of Conduct

It is expected that Members of the PCC will:

- declare any conflicts of interest associated with their participation in the PCC and decision making;
- allocate the time required to effectively prepare for PCC meetings (read / review documents) and follow-up on agreed items;
- actively participate in PCC meetings in a collaborative and respectful manner; and
- maintain confidentiality as it applies to all written and verbal information they are exposed to in their role as a PCC Member. Information may be shared outside of the PCC only where it has been agreed by all PCC Members.

Management and Reporting

The Secretariat will organise PCC meetings and assume all costs associated with the PCC functioning. The Secretariat will work with the PCC Chair and AusAID to develop PCC meeting agendas and will facilitate communication between the PCC Members. The Secretariat Staff will take and distribute minutes to document outcomes from PCC meetings.

PCC Members may be asked to provide written feedback following PCC meetings as agreed with AusAID and the Secretariat.

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

AUSTRALASIAN SOCIETY FOR HIV MEDICINE INC.

ABN 48 264 545 457

FOR

REGIONAL HIV CAPACITY BUILDING PROGRAM

AUSAID AGREEMENT NUMBER 46806

THIS DEED OF AMENDMENT is made this 1st day of November 2010

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT, ABN 62 921 558 838** ("the Commonwealth")

AND

AUSTRALASIAN SOCIETY FOR HIV MEDICINE INC. ABN 48 264 545 457 (the "Organisation").

RECITALS:

- A. On 30 July 2008 the Commonwealth and the Organisation entered into **Funding Agreement Deed 46806** in writing for the funding of the Activity described in the Agreement. The Agreement has been varied in writing on 28 May 2009.
- B. The parties have now agreed to alter the Funding Agreement as set out in this Deed.

OPERATIVE PROVISIONS:

1. In this Deed, unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
2. The Agreement is amended as set out below:

Clause 17.1 Deliverable No. 9	Delete "31 Oct 2010" and replace with "30 Nov 2010".
Clause 19.1 Tranche Number 7	Delete "30 November 2010" and replace with "31 December 2010"

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
4. In all other respects the parties confirm the Agreement.

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Organisation by its authorised officer(s).

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

in the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

14 Delegate

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name
(Print)

(s 22(1)(a)(ii))

ADG, HES.
Position, Section

SIGNED for and on behalf of
AUSTRALASIAN SOCIETY FOR HIV MEDICINE s 22(1)(a)(ii)

s 22(1)(a)(ii)

QED

.....
Name and Position
(Print)

.....
Signature

By executing this Deed of Amendment the signatory warrants that the signatory is duly authorised to execute this Deed of Amendment on behalf of the Organisation.

in the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

.....
Name of Witness
(Print)

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

AUSTRALASIAN SOCIETY FOR HIV MEDICINE

ABN 48 264 545 457

FOR

REGIONAL HIV CAPACITY BUILDING PROGRAM

AUSAID AGREEMENT NUMBER 46806

THIS DEED OF AMENDMENT is made this 30th day of June 20 11

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 ("the Commonwealth")

AND

AUSTRALASIAN SOCIETY FOR HIV MEDICINE ABN 48 264 545 457 (the "Organisation").

RECITALS:

- A. On 30 July 2008 the Commonwealth and the Organisation entered into **Funding Agreement Deed 46806** in writing for the funding of the Activity described in the Agreement. The Agreement has been varied in writing on 28 May 2009 and 1 November 2010.
- B. The parties have now agreed to alter the Grant/Funding Agreement as set out in this Deed.

OPERATIVE PROVISIONS:

1. In this Deed, unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
2. The Agreement is amended as set out below:

Cover and page 1	Delete (Inc.)
Clause 2.1	Delete the date "30 June 2011" and replace with the date "30 June 2012"

Clause 4.3	<p>Delete existing Clause 4.3 in its entirety and replace with</p> <p>“</p> <p>4.3 As requested by AusAID, a consortium of organisations combined for the purposes of implementing the program and nominated the Australian Society for HIV medicine (ASHM) to host the consortium secretariat. The Consortium members include:</p> <ul style="list-style-type: none"> (a) Albion Street Centre (ASC) (b) Australasian Society for HIV Medicine (ASHM) (c) Australian Federation of AIDS Organisations (AFAO) (d) Australian Injecting and Illicit Drug Users League (AIVL) (e) Australian Research Centre in Sex, Health and Society (ARCSHS) (f) International HIV Research Group, School of Public Health and Community Medicine (IHRG) (g) Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research) (h) National Serology Reference Laboratory (NRL) (i) Scarlet Alliance (Australian Sex Workers Association)”
Clause 6.2	Add “(a) The role of the PCC in year 4 will be to: review and approve the year 4 workplan and budget; provide advice and feedback on sustainability plans within the workplan; and monitor the final program reporting process.”
Clause 6.3	Add “(a) The TAG will not be utilised in year 4.”
Clause 17.1 Deliverable No. 11	Delete Due Date of “30 th April 2011” and replace with Due Date of “30 th May 2011”
Clause 17.1 Deliverable No. 12	Delete “Final report – final narrative report and financial acquittal (2008-2011)” and replace with

	<p>"PCC approved year 4 secretariat budget and annual work plan and budget (2011-2012)".</p> <p>Delete Due Date of "31 Oct 2011" and replace with Due Date of "22 July 2011"</p>
Clause 17.1	Add "Deliverable No. 13 - Year 3 (2010-2011) narrative report and audited grant acquittal. Due Date 31 Oct 2011"
Clause 17.1	Add "Deliverable No. 14 – Draft version of final narrative report (2008-2012). Due Date 31 Mar 2012"
Clause 17.1	Add "Deliverable No. 15 – Year 4 (2011-2012) year to date financial expenditure report. Due Date 31 March 2012"
Clause 17.1	Add "Deliverable No. 16 – Final narrative report (2008-2012). Due Date 31 May 2012"
Clause 17.1	Add "Deliverable No. 17 – Financial acquittal (2008 – 2012). Due Date 30 September 2012"
Clause 17.3	Delete Clause 17.3 and replace with the following: "The Organisation shall submit a final report which draws on annual progress reports and other key Program documents to provide an outline of the completed Activity including key outcomes compared with objectives, development impact, sustainability and lessons learned."
Clause 17.4	Delete Clause 17.4 and replace with the following: <p>"Within three (3) months of completion of the Activity the Organisation shall submit a statement acquitting all Funds. The statement must acquit the Funds against the Year one budget referred to in the Activity Proposal and the budgets for years 2, 3 and 4 as approved by the PCC."</p>
Clause 19.1	Delete "AUD12,315,868.93 plus GST if any up to a maximum amount of AUD1,231,586.89" <p>and replace with</p> <p>"AUD15,315,868.93 plus GST if any up to a maximum amount of AUD1,531,586.89"</p>
Clause 19.1	Add "Date 22 August 2011. Tranche Number 8. 50% of annual approved budget, exact amount (AUD) to be specified".
Clause 19.1	Add "Date 30 November 2011. Tranche Number 9. Up to 50% of annual approved budget, exact amount (AUD) to be specified".
Clause 19.5	Delete Clause 19.5 and replace clause with the following: <p>"Tranches 4, 6 and 8 shall be payable subject to PCC approval of the years 2,</p>

	3 and 4 work plans and budgets, the provision of a year to date financial expenditure report against the PCC approved annual budget in the Activity Proposal and subject to satisfactory progress.”
Clause 19.6	Delete Clause 19.6 and replace clause with the following: “Tranches 5, 7 and 9 shall be payable subject to the provision of an audited grant acquittal (due 31 October annually), PCC approval of the years 2, 3 and 4 work plans and budgets and the proposed use of any unspent funds carried over from the previous financial year and subject to satisfactory progress. The Financial statements must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.”
Annex 2 – Terms of Reference: Program Coordination Committee	Delete existing Annex 2 – Terms of Reference: Program Coordination Committee, and replace with a new Annex 2 – Terms of Reference: Program Coordination Committee, as set out in Annex A to this Deed of Amendment.

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.
4. In all other respects the parties confirm the Agreement.

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Organisation by its authorised officer(s).

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

in the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name
(Print)

Name of witness
(Print)

ADG HESB

Position, Section

SIGNED for and on behalf of
AUSTRALASIAN SOCIETY FOR HIV MEDI

s 22(1)(a)(ii)

s 22(1)(a)(ii)

CEO

Name and Position
(Print)

Signature

By executing this Deed of Amendment the signatory warrants that the signatory is duly authorised to execute this Deed of Amendment on behalf of the Organisation.

in the presence of:

s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of Witness
(Print)

Annex A

ANNEX 2 - Terms of Reference: Program Coordination Committee (PCC)

Regional HIV/AIDS Capacity Building Program

Background:

The Regional HIV/AIDS Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, Timor Leste, the Pacific, the Greater Mekong and regional activities.

The Program goal is strengthened role of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS.

The purpose of the Program is to foster strategic partnerships and linkages between Australia and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The five Program objectives are:

1. To develop the capacity of health care workers and their organisations (e.g. health services, professional associations) to scale up and manage HIV services;
2. To develop the capacity of researchers and research institutions to develop and maintain a local evidence base on HIV and effective responses, including through social, behavioural, economic, epidemiological and clinical research;
3. To develop the capacity of community organisations and community sector workers to scale up and manage community and peer based HIV services;¹
4. To establish and maintain sustainable capacity building partnerships across the region to support improved HIV responses of health care, research and community sectors. (refers to multi country activities)

¹ The program objective originally outlined in the Program design is *'to develop community organisations and community sector workers to scale up and manage community and peer based HIV services'*. The Consortium has noted that this objective does not accurately describe the intended objectives of the program activities. The activities that focus on community based organisations and affected communities are not aiming to increase the capacity to 'scale up and manage services'. The Consortium believes a more accurate description of the objective is *'to strengthen the capacity of the most affected communities and their peer based organisations to actively participate in national and regional responses to HIV.'*

Agreement 46806
Amendment No. 3

5. To develop the Consortium as an effective mechanism to achieve the Program goal

The management structure of the Program comprises of five elements: a Consortium of Australian organisations, a Secretariat led by Program Directors, a Program Coordination Committee (PCC), a Technical Advisory Group (TAG) and an independent financial services provider.

The Program will be implemented by the Consortium member organisations, which will work collaboratively. The Consortium has agreed that the Australasian Society for HIV Medicine (ASHM) will host the Secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Consortium member organisations include:

1. Albion Street Centre (ASC)
2. Australasian Society for HIV Medicine (ASHM)
3. Australian Federation of AIDS Organisations (AFAO)
4. Australian Injecting and Illicit Drug Users League (AIVL)
5. Australian Research Centre in Sex, Health and Society (ARCSHS)
6. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
7. National Serology Reference Laboratory (NRL)
8. National Centre in HIV Epidemiology and Clinical Research (NCHECR)
9. Scarlet Alliance, Australian Sex Workers Association

Note: The National Association of People Living with HIV/AIDS (NAPWA), whilst not a Consortium member, is involved in the Program through provision of advice and services as agreed with the Consortium and through nominating a PLHIV to participate in the PCC.

Scope and Timeframe:

The Program is funded for a 3 year implementation phase from July 2008 to June 2011.

Role and responsibilities of the PCC:

Constituted by AusAID, the main role of PCC is to provide strategic direction and oversight of the Program and approve reports, plans and budgets. The PCC is not intended to be a representative body.

PCC responsibilities:

- To provide strategic direction, feedback, guidance and advice to the Program.
- To review and approve the 3-year Program Workplan and budget having regard to the Program goal, purpose and objectives.

Agreement 46806
Amendment No. 3

- To review and endorse the Annual Consortium Workplan and budget having regard to the Program goal, purpose and objectives.
- To review and endorse the Consortium Program Plan made up for component activities by Consortium members in key geographic areas.
- To review and accept Annual Consortium Progress Reports, and to consider issues, opportunities and directions arising.
- To endorse the final end-of-year consolidated financial and narrative report provided to AusAID annually.
- To review and endorse key program policy documents and key actions.
- To assist in identifying and resolving problems.
- The role of the PCC in year 4 will be to: review and approve the year 4 workplan and budget; provide advice and feedback on sustainability plans within the workplan; and monitor the final program reporting process.

The PCC may consider and deliberate on the following:

- *Contextual developments and alignment* - Issues and developments in the region. Alignment with national/regional priorities, and AusAID policy/programs.
- *Partnerships* – Nature/quality of partnerships pursued. Approach to capacity building and partnership. Relationships amongst members/stakeholders/AusAID.
- *GIPA and involvement of affected communities* – Approach, implementation, and monitoring and evaluation.
- *Design* – Effectiveness of Consortium and Program structure, or other aspects of design.
- *Implementation* – Reporting and monitoring. Identification and management of risks. Identification of problems, constraints and solutions.
- *Performance* – Progress against goal, purpose, objectives in the scheduled timeframe. Effectiveness and efficiency of expenditure. Ensuring continuous quality improvement.
- *Sustainability* of outcomes and Program strategy. Opportunities for future/further funding.

The main mechanism for carrying out this role will be bi-annual PCC meetings. The PCC may also be consulted (email or teleconference) periodically on specific issues or to review specific documents. Additional PCC meetings may be scheduled if required.

PCC Membership:

The PCC will comprise 8–10 members selected for their ability to make an authoritative contribution to the Program.

The Executive Officer to the PCC will be the Program Director/s of the Consortium Secretariat.

The PCC will comprise of:

- up to three representatives from Consortium member organisations representing health, community and research sectors. (These PCC Members will be nominated

Agreement 46806
Amendment No. 3

- by the Consortium and will be rotated annually. Consortium PCC Members will have no voting rights);
- independent members with expertise in HIV/AIDS and development including a Chair Person;
 - a person living with HIV/AIDS (to be nominated by NAPWA);
 - an AusAID representative; and
 - the Program Director/s (ex officio, with no voting rights).

ASHM as Host of the Secretariat may also be invited to attend by AusAID, as an observer to PCC meetings, if required.

PCC member duties include:

- reviewing all relevant background documents;
- attendance and active participation in PCC meetings; and
- providing timely reasons, comment or information relating to decisions made during the meeting.

PCC members will be selected based on the following criteria:

- technical knowledge and experience of HIV responses;
- knowledge and experience of different aid modalities and the assessment of development effectiveness;
- experience and knowledge of at least one of the regions that are the focus of the program;
- knowledge of AusAID policies and programs;
- understanding of the work and role of the Consortium member organisations;
- understanding of appropriate/effective use of Australian HIV expertise into the region;
- ability to think strategically;
- availability to participate in the PCC for a 2 year term (this does not apply to Consortium Members).

PCC Governance:

One of the independent experts will be appointed to chair the PCC. The AusAID Representative will have the deputy chair role. Chairs will be supported organisationally by the Secretariat.

The PCC is a forum for robust discussions focused on strategic directions and progress against the Program's goal, purpose and objectives. The PCC will aim for a consensus decision making model. However, to avoid conflict of interest, if consensus cannot be achieved, final voting rights are only held by the Independent (Non-Consortium) Members of the PCC.

A minimum of 3 voting PCC Members (including AusAID) in attendance is required for a decision to be passed.

Code of Conduct:

It is expected that Members of the PCC will:

Agreement 46806
Amendment No. 3

- declare any conflicts of interest associated with their participation in the PCC and decision making;
- allocate the time required to effectively prepare for PCC meetings (read/review documents) and follow-up on agreed items;
- actively participate in PCC meetings in a collaborative and respectful manner; and
- maintain confidentiality as it applies to all written and verbal information they are exposed to in their role as a PCC Member. Information may be shared outside of the PCC only where it has been agreed by all PCC Members.

Management and Reporting:

The Secretariat will organise PCC meetings and assume all costs associated with the PCC functioning. The Secretariat will work with the PCC Chair and AusAID to develop PCC meeting agendas and will facilitate communication between the PCC Members. The Secretariat will take and distribute minutes from PCC meetings.

The PCC Terms of Reference will be included as an annex in the Deed of Agreement between ASHM as Host of the Secretariat and AusAID.

DEED OF AMENDMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

AUSTRALASIAN SOCIETY FOR HIV MEDICINE

ABN 48 264 545 457

FOR

REGIONAL HIV CAPACITY BUILDING PROGRAM

AUSAID AGREEMENT 46806

Agreement 46806
Amendment No. 4

THIS DEED OF AMENDMENT is made this 29th day of June 2012

BETWEEN:

The **COMMONWEALTH OF AUSTRALIA**, represented by the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT**, ABN 62 921 558 838 of the Department of Foreign Affairs and Trade ("the Commonwealth") of the one part

AND

Australasian Society for HIV Medicine ABN 48 264 545 457 of Level 7, 45-56 Kippax Street, Surry Hills NSW 2010 (the "Organisation").

WHEREAS:

- A. On 30 July 2008 the Commonwealth and the Organisation entered into **Funding Agreement Deed 46806** in writing for the provision of services described in the Regional HIV Capacity Building Program.
- B. The Parties have now agreed to alter the Funding Agreement Deed as set out in this Deed.

OPERATIVE PROVISIONS :

1. In this Deed, unless the contrary intention appears, a reference to the "Agreement" is to the Agreement referred to in Recital A.
2. The Agreement is amended as set out below:

Deed Conditions	Delete existing Deed Conditions and replace with new Deed Conditions attached as Attachment A to this Deed of Amendment
Schedule 1	Delete existing Schedule 1 and replace with new Schedule 1 attached as Attachment B to this Deed of Amendment
Annex 2	Delete existing Annex 2 and insert new Annex 1 titled Terms of Reference: Program Coordination Committee (PCC) Regional HIV Capacity Building Program
New Annex 2	Insert new Annex 2 titled Terms of Reference: Technical Reviewers Regional HIV Capacity Building Program

Agreement 46806
Amendment No. 4

3. The amendments set out in this Deed take effect on the date on which this Deed is signed by both parties.

4. In all other respects the parties confirm the Agreement.

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Organisation by its authorised officer(s).

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA by:

s 22(1)(a)(ii) s 22(1)(a)(ii)

Name and Position (*Print*)
FMA Act s.44 Delegate

in the presence of -
s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of Witness
(*Print*)

Signature of Witness

SIGNED for and on behalf of
AUSTRALASIAN SOCIETY FOR HIV M s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name and Position
(*Print*)

Signature

By executing this Deed of Amendment the signatory warrants that the signatory is duly authorised to execute this Deed of Amendment on behalf of the Organisation.

in the presence of -
s 22(1)(a)(ii)

s 22(1)(a)(ii)

Name of Witness
(*Print*)

Signature of Witness

AMENDMENT SUMMARY SHEET

The Agreement has been varied in accordance with Standard Conditions clause headed of the Agreement on the following dates relating to:

Amendment #	Date	Very Brief Summary of amendment	Increase/Decrease in financial limit (AUD)	Adjusted Financial Limit
1	28/5/09	<ul style="list-style-type: none"> - new Deed Conditions - new Schedule 1 Annex 4 - new Schedule 1 Annex 5 	Increase of 11,368.93	12,315,868.93
2	01/11/10	Extending deliverable 9 and tranche 7 dates	No change	12,315,868.93
3	30/06/11	<ul style="list-style-type: none"> - extend the end of services to 30 June 2012 - increase the value of the agreement by AUD3,000,000 - add new deliverables and tranche payment dates for year 4 - amend the role of the PCC and TAG in year 4 	Increase of 3,000,000	15,315,868.93
4	29/06/12	<ul style="list-style-type: none"> - extend the end of services to 30 June 2014 - increase the value of the agreement by up to AUD8,000,000 - add new deliverables and tranche payment dates for year 5 and 6 - strengthen governance arrangements by amending the role of the PCC and technical reviewers in year 5 and 6 - delete program objective 5 and remove all references to the HIV Consortium and member organisations - introduce a competitive funding allocation through the call for proposals and robust selection process 	Increase of up to 7,000,000	22,315,868.93

ATTACHMENT A

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“**Activity**” means the activity Regional HIV Capacity Building Program described in the Agreement for which the Funds are provided.

“**Agreement**” means this Deed including all Parts and any Schedules and Annexes.

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

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

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

“**Deed**” means this Agreement comprising these Deed Conditions, Schedules and any Annexes.

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

“**Funds**” means the amount of money as specified in clause titled Funding and Payment of this Agreement that has been approved as a commitment by AusAID subject to the conditions outlined in this Agreement for the Activity.

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

“**Partner Government**” means the Government of the Partner Country.

“**Partner Country**” means the country or countries in which the Activity is to be undertaken in whole or in part.

“**Party**” means AusAID or the Organisation.

“**Prior Material**” means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

Agreement 46806

Amendment No. 4

“**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/AllDocuments/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 of organisations 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 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the inconsistency.

2. TERM OF THE AGREEMENT

- 2.1 The Organisation must commence the Activity on **25 July 2008** (“Activity Start Date”) and conclude the Activity by **30 June 2014**.
- 2.2 The term of the Agreement concludes when all obligations under it have been satisfied.

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:
- when delivered (if left at that Party’s address);
 - on the third Business Day after posting (if sent by pre-paid mail); or
 - 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:

AusAID

To: Regional HIV Capacity Building Program Manager
Health Section

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601

Street Address: 255 London Cct
CANBERRA ACT 2601

Facsimile: +61 2 6178 4880

Organisation:

s 22(1)(a)(ii)

To:

Postal Address: Locked Mail Bag 5057, Darlinghurst NSW 2010

Street Address: Level 7, 45-56 Kippax Street, Surry Hills NSW 2010

Facsimile: +61 2 9212 2382

4. BACKGROUND

- 4.1 In 2006 AusAID developed a *HIV/AIDS Workforce Capacity Development Strategy 2007-2011* with four components:
- (a) Integrating HIV capacity building into bilateral and regional programs;
 - (b) Strengthening regional advocacy;
 - (c) Facilitating 'south-south' collaboration; and
 - (d) Linking Australian HIV organisations with in-country counterparts.
- 4.2 For the period 2008-2012 AusAID supported the Regional HIV/AIDS Capacity Building Program which was implemented by the HIV Consortium for Partnerships in Asia and the Pacific ("HIV Consortium"). The Program provided a mechanism to address HIV capacity building needs in the region. It built on the achievements of and lessons learned from the AusAID HIV/AIDS Partnership Initiative (AHAPI), which linked six Australian HIV agencies to counterparts in the region in the period 2004-2008.
- 4.3 The Australasian Society for HIV Medicine (ASHM) was nominated to host the Secretariat.
- 4.4 AusAID entered an initial six month agreement with the Organisation to establish the secretariat and coordinate the development of a three (3) year work plan for the implementation of the Program. The initial agreement ended on 30 June 2008.

- 4.5 The original Program was extended for a fourth year on 30 June 2011 until 30 June 2012.
- 4.6 This next phase of support (up to \$8 million over two years) addresses the findings of an Independent Progress Report conducted in 2010.
- 4.7 Organisations eligible to apply to the Program are the nine original HIV Consortium members and APN+:
- (a) Albion Street Centre (ASC)
 - (b) Asia Pacific Network of People Living with HIV (APN+)
 - (c) Australasian Society for HIV Medicine (ASHM)
 - (d) Australian Federation of AIDS Organisations (AFAO)
 - (e) Australian Injecting and Illicit Drug Users League (AIVL)
 - (f) Australian Research Centre in Sex, Health and Society (ARCSHS)
 - (g) International HIV Research Group, School of Public Health and Community Medicine (IHRG)
 - (h) Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)
 - (i) NRL (formerly the National Serology Reference Laboratory)
 - (j) Scarlet Alliance, Australian Sex Workers Association
- 4.8 In 2009 an independent financial services provider was engaged to review and report on all financial and contracting arrangements, including management processes and controls, for the Program to ensure financial accountability and transparency. The report of the independent financial services provider (May 2009) included several recommendations. All recommendations have been responded to and, where appropriate, action has been taken to implement recommendations.

5. GOAL, PURPOSE AND OBJECTIVES

- 5.1 The overarching goal of this Program is:

Strengthened role of organisations and individuals in the Asia – Pacific region to respond effectively to HIV.

- 5.2 The Program's purpose is:

To foster strategic partnerships and linkages between Australia and the Asia Pacific region to increase the capacity of partners to contribute to effective HIV responses.

- 5.3 The Program Objectives are:

Agreement 46806

Amendment No. 4

To strengthen the capacity of health care workers and their organisations (e.g. health services, professional associations) to actively participate in developing and maintaining effective systems for HIV prevention, testing, treatment and care;

To strengthen the capacity of researchers and research institutions to actively participate in developing and maintaining an evidence base (social, behavioural, economic and epidemiological) which informs effective HIV responses;

To develop the capacity of the most affected communities and their peer-based organisations to actively participate in national and regional responses to HIV; and

To strengthen the capacity of partners to collaborate across the health care, research and community sectors to contribute to effective HIV responses.

6. PROGRAM IMPLEMENTATION

6.1 The Organisation will undertake the following activities:

- (a) Manage the Secretariat operations and finances in accordance with the role and responsibilities outlined in Clause 6.2 below and the clauses contained in this Agreement.

6.2 The Secretariat's responsibilities will include:

- (a) coordinate and provide administrative support to the Program Coordination Committee (PCC);
- (b) develop procedures related to the functioning, operations and implementation of the Program;
- (c) engage and manage contracts with technical reviewers and support the technical review process, at the direction of the PCC
- (d) support the proposal selection process including coordinating calls for proposals, coordinating UNAIDS comments on the proposals, collating feedback on proposals and informing successful organisations;
- (e) negotiate, monitor and manage contracts with eligible organisations or other providers (e.g. external technical agencies or regional partners) to deliver agreed activities and ensure financial accountability including ensuring that eligible organisations provide annual audited grant acquittals;
- (f) maintain records for the Program including: number, type and location of activities funded; outputs and outcomes for each activity; problems faced and how they have been resolved; sex disaggregated data where relevant; and financial expenditure by activity, type and location.
- (g) ensure consultation with AusAID (Advisers, Canberra Program Manager, Country Posts) and other stakeholders on proposals and implementation as required;

- (h) work with the eligible organisations to consider, respond to and implement the PCC instructions;
- (i) prepare Program annual reports (including financial reports) as directed by the PCC; and
- (j) monitor and report on changes to the risk environment and the eligible organisations' proposed responses to identified risks on an ongoing basis.

6.3 Annually, the outputs summarised below and detailed in clause 18 are required:

- (a) An annual financial progress report for the Program.
- (b) An annual work plan and budget for the Secretariat and PCC for approval by the PCC.
- (c) An annual narrative report and financial acquittal for the Program.

7. PROGRAM COORDINATION COMMITTEE and TECHNICAL REVIEWERS

- 7.1 The PCC, convened by AusAID, will provide strategic oversight, leadership and direction of the Program and call for and select resource bids and associated budgets from eligible organisations having regard to the Program goal, purpose and objectives. It will provide direction to the Secretariat, leadership on emerging priorities and issues, and approve performance reports and financial reports. The PCC will meet at least biannually and more often if required. For the full PCC Terms of Reference refer to **Annex 1**.
- 7.2 Technical reviewers will be appointed by the PCC to provide the PCC with technical advice on proposals and quality assure Program implementation as required. For the full Terms of Reference for the technical reviewers refer to **Annex 2**.
- 7.3 The Organisation through the Secretariat will organise PCC and technical reviewers' meetings and pay for all expenses associated with the functioning of the PCC and the engagement of technical reviewers, in accordance with the AusAID Adviser Remuneration Framework, including meeting expenses and where necessary eligible organisations' participation expenses.
- 7.4 The Organisation must:
- (a) when required by AusAID, consult with the PCC on matters related to the Program including:
 - (i) progress and performance of the Program;
 - (ii) any matters, circumstances or events which may be affecting or impacting upon the Organisation's relationship with the partner

country, stakeholders, AusAID or PCC and suggest actions to avoid or counteract any adverse effects on the relationships;

- (iii) any matters, circumstances or events which may affect the Program and if there are anticipated or contingent problems or difficulties, suggestions to avoid or counteract those problems or difficulties;
- (b) co-operate with and assist in any way requested by the technical reviewers and PCC in the performance of their functions;
- (c) co-operate with and assist the technical reviewers and PCC by providing all necessary information and secretariat personnel and by ensuring secretariat personnel are available and willing to assist in answering inquiries or requests for information in respect of the performance of the Program implementation and management; and
- (d) provide to the PCC copies of all reports, notices, information or other Program material which the PCC reasonably requires to fully and efficiently perform their functions as soon as practicable after such material is produced or received by the eligible organisations or the Organisation.

8. MANAGEMENT ARRANGEMENTS

- 8.1 The Organisation is responsible for managing the Program through the secretariat. The Organisation is responsible for the employment of the staff of the secretariat and retaining any agents of the secretariat.
- 8.2 The role of the secretariat is to provide a central coordination point for the Program, enter contracts for implementation of activities, monitor progress, ensure financial accountability and ensure that the PCC and the eligible organisations are supported in their work.
- 8.3 The secretariat will be based within the Organisation.
- 8.4 The secretariat will liaise with the AusAID Regional HIV Capacity Building Program Manager in Canberra, on behalf of the Organisation, in relation to all aspects of the program.

9. GENERAL CONDITIONS

- 9.1 The Organisation must carry out the Activity in accordance with the documents in **Schedule 1** of this Agreement and related documents that are submitted to and approved by the PCC and the terms and conditions of this Deed.
- 9.2 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 9.3 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.

Agreement 46806
Amendment No. 4

- 9.4 The Funds and any interest earned or exchange rates gains must be used diligently and for the sole purpose of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.
- 9.5 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 9.6 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 9.7 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 9.8 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 9.9 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.
- 9.10 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.

10. DEED AMENDMENTS

- 10.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 10.2 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 a Deed of Amendment.

11. PROCUREMENT OF GOODS

- 11.1 The Organisation must not use Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this Clause, the Organisation shall own the assets acquired by the Funding unless specified otherwise in the Activity Proposal.
- 11.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:

- (a) the goods to be procured are of a satisfactory quality;
- (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
- (c) the price paid for goods procured represents value for money;
- (d) there is open and effective competition in the purchasing process to the extent practicable; and
- (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.

11.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled Reports in this agreement.

12. MONITORING AND EVALUATION

12.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

13. INDEMNITY

13.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's personnel in connection with this Agreement.

13.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 13.1** above for the benefit of each of such persons in the name of AusAID or of such persons.

Agreement 46806
Amendment No. 4

13.3 The indemnity in this **Clause 13** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.

13.4 This indemnity shall survive termination or expiration of this Agreement.

14. **INTELLECTUAL PROPERTY RIGHTS**

14.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation, as well as to the eligible organisations from which the material is derived, a world-wide, revocable, royalty-free licence to use the material.

14.2 **Clause 14.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 14.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

15. **TERMINATION**

15.1 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List; or
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

- 15.2 In addition, either Party may terminate this Agreement by giving to the other a notice to terminate in writing stating the reasons for termination.
- 15.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 15**.
- 15.4 In the event of any termination, the Organisation 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 Organisation, and return any uncommitted unspent Funds to AusAID.
- 15.5 In the event that a notice to terminate is given by either Party the Organisation must:
- (a) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
 - (b) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.
- 15.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the total financial limitation of this Agreement, as specified in clause headed 'Funds and Payment'.

16. ACCOUNTS AND RECORDS

- 16.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 16.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Activity 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 AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;

Agreement 46806
Amendment No. 4

- (c) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.
- (d) if requested by AusAID, provide an acquittal, certified by the senior financial officer in the Organisation, of funds spent to date against the budget in the Activity Proposal and;
- (e) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

17. AusAID USE OF AGREEMENT INFORMATION

- 17.1 AusAID 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. This clause shall survive termination or expiration of this Agreement.

18. REPORTS

- 18.1 The Organisation must provide the following reports by the date as indicated:

NO.	DELIVERABLE	DUE DATE
1	Year 1 (2008-2009) year to date financial expenditure report	30 Apr 2009
2	Year 1 (2008-2009) annual progress report	30 Apr 2009
3	PCC approved year 2 and 3 secretariat budget and the annual work plan and budget (2009-2011).	15 Jun 2009
4	Financial services provider due diligence report.	30 June 2009
5	Year 1 (2008-2009) narrative report and audited grant acquittal.	31 Oct 2009
6	Year 2 (2009-2010) year to date financial expenditure report	30 Apr 2010
7	Year 2 (2008-2009) annual progress report	30 Apr 2010
8	PCC approved updated year 3 secretariat budget and annual work plan and budget (2010-2011).	15 Jun 2010
9	Year 2 (2009-2010) narrative report and audited grant acquittal.	30 Nov 2010
10	Year 3 (2010-2011) year to date financial expenditure report	30 Apr 2011
11	Year 3 (2010-2011) annual progress report	30 May 2011
12	PCC approved year 4 secretariat budget and annual work plan and budget (2011-2012)	22 July 2011
13	Year 3 (2010-2011) narrative report and audited grant acquittal.	31 Oct 2011
14	Draft version of Integrated Results Report (2008-2012)	31 Mar 2012
15	Year 4 (2011-2012) year to date financial expenditure report	31 Mar 2012
16	Final version of Integrated Results Report (2008-2012)	31 May 2012
17	Year 4 (2011-2012) audited grant acquittal	30 Sept 2012
18	Year 5 (2012-2013) year to date financial expenditure report	30 April 2013
19	Year 5 (2012-2013) annual progress report	30 April 2013

20	Year 5 (2012-2013) audited grant acquittal	30 Sept 2013
21	Year 6 (2013-2014) year to date financial expenditure report	30 April 2014
22	Draft version of Final Narrative report (2008 – 2014)	30 April 2014
23	Final Narrative report (2008 – 2014)	31 May 2014
24	Financial acquittal (2008-2014)	30 Sept 2014

- 18.2 The Organisation shall submit annual progress reports that:
- (a) review implementation progress to date, providing details of key results and outcomes from activities approved under the annual work plan and with reference to the Program objectives;
 - (b) highlight learning (thematic and operational), management issues (including finance and risk management), sustainability issues and resultant recommendations/implications for the work plan, budgets and Program stakeholders; and
 - (c) outline any changes to the activities or budgets approved by the PCC in the annual work plan.
- 18.3 The Organisation shall submit a final report which draws on the Integrated Results Report, annual progress reports and other key Program documents to provide an outline of the completed Activity including key outcomes compared with objectives, development impact, sustainability and lessons learned.
- 18.4 Within three (3) months of completion of the Activity the Organisation shall submit a statement acquitting all Funds. The statement must acquit the Funds against budgets for years 2008-2014 as approved by the PCC.
- 18.5 All deliverables should be sent to Regional HIV Capacity Building Manager, Health Section, in the following format:
- (a) one bound hard copy; and
 - (b) one electronic version in Microsoft Word.
19. **COMPLIANCE WITH LAWS AND POLICIES**
- 19.1 The Organisation 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 Partner 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.ausaid.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 Organisation from complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.
- 19.2 The Organisation must comply with AusAID's *Child protection policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>)

Agreement 46806
Amendment No. 4

) and particularly the child protection compliance standards at Attachment 1 to the policy. AusAID may audit the Organisation's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Organisation must participate cooperatively in any reviews conducted by AusAID.

19.3 The Organisation must use its best endeavours to ensure:

- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and 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 organisations and individuals associated with terrorism.

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

19.4 If, during the course of this Agreement, the Organisation is listed on a World Bank List or Similar List it must inform AusAID immediately.

19.5 The Organisation agrees that:

- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
- (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
- (c) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall:
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Funds amounts misappropriated by the Organisation, its agents, representatives or subcontractors.

19.6 The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 Organisation shall not bribe public officials and shall ensure that its delivery organisations comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

- 19.7 The Organisation will work with eligible organisations that are non-governmental organisations to ensure they are compliant with the Australian Council for International Development (ACFID) code of conduct, as required by AusAID. The organisation through the secretariat will pay all costs associated with code of conduct compliance for eligible organisations.

20. FUNDS AND PAYMENT

- 20.1 Funds of up to a maximum of **AUD22,315,868.93** plus GST if any up to a maximum amount of AUD2,231,586.89 hereafter referred to as the Funds, shall be payable as an acquittable grant by AusAID in tranches divided as follows:

Date	Tranche Number	Amount of Funds (AUD)
1 August 2008	1	4,034,730
Effective on signing of Deed of Amendment No.1	2	64,368.93
Effective on signing of Deed of Amendment No.1	3	50,000
1 July 2009	4	50 % of annual approved budget, exact amount (AUD) to be specified
30 November 2009	5	Up to 50 % of annual approved budget, exact amount (AUD) to be specified
1 July 2010	6	50 % of annual approved budget, exact amount (AUD) to be specified
31 December 2010	7	Up to 50 % of annual approved budget, exact amount (AUD) to be specified
11 August 2011	8	50 % of annual approved budget, exact amount (AUD) to be specified
30 November 2011	9	Up to 50% of annual approved budget, exact amount (AUD) to be specified

31 August 2012	10	50 % of biennial approved budget, exact amount (AUD) to be specified
31 July 2013	11	Up to 50% of biennial approved budget, exact amount (AUD) to be specified

- 20.2 Tranche 1 shall be payable by AusAID within thirty (30) days of execution of this Agreement.
- 20.3 Tranche 2, AUD64,368.93, are funds already held by the Organisation that correspond to unspent funds from the previous Agreement, number 44731, between AusAID and the Organisation, for the work plan development phase of this Program. Both parties agree to increase the maximum funding under this Agreement by AUD 64,368.93 for the purpose of implementing the Activity Proposal and agree that no payment is required due to the Organisation already being in receipt of the funds.
- 20.4 Tranche 3, shall be payable by AusAID within (30) days of the execution of Deed of Amendment No.1.
- 20.5 Tranches 4, 6, 8, 10 and 11 shall be payable subject to PCC approval of the years 2, 3, 4, 5 and 6 work plans and budgets, the provision of a year to date financial expenditure report against the PCC approved annual budget in the Activity Proposal and subject to satisfactory progress.
- 20.6 Tranches 5, 7 and 9 shall be payable subject to the provision of an audited grant acquittal (due 31 October annually), PCC approval of the years 2, 3 and 4 work plans and budgets and the proposed use of any unspent funds carried over from the previous financial year and subject to satisfactory progress. The Financial statements must be signed by the senior financial officer indicating that the funds being acquitted have been expended, in accordance with the terms of this Agreement.
- 20.7 In the annual audited grant acquittals, the Organisation agrees to report on any unspent funds from the previous financial year. If unspent funds exist from the previous financial year, the Organisation and eligible organisations will prepare proposals for use of the funds for approval by the PCC before implementation.
- 20.8 Use of funds – The above mentioned funds are not to be used to meet university surcharges. Only legitimate on-costs such as statutory superannuation, worker compensation, insurance and leave loading will be allowable. The Organisation agrees to include this use of funds policy in any agreements between the Organisation and eligible organisations.

ATTACHMENT B

Schedule 1

Schedule 1 includes the following document:

1. Assessment criteria

Attachment 1 of Schedule 1**Regional HIV Capacity Building Program****Guidelines and assessment criteria for competitive funding process****General guidelines**

Organisations that are eligible to submit proposals are:

1. Albion Street Centre (ASC)
2. Asia Pacific Network of People Living with HIV (APN+)
3. Australasian Society for HIV Medicine (ASHM)
4. Australian Federation of AIDS Organisations (AFAO)
5. Australian Injecting and Illicit Drug Users League (AIVL)
6. Australian Research Centre in Sex, Health and Society (ARCSHS)
7. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
8. Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)
9. NRL (formerly the National Serology Reference Laboratory)
10. Scarlet Alliance, Australian Sex Workers Association

Eligible organisations may submit more than one proposal in the specified template.

Each proposal may be between AUD100,000 and AUD700,000 over 24 months. Proposals costed above this amount will be considered if clearly justified e.g. they are joint proposals or demonstrate exceptional results.

Joint proposals are encouraged.

Proposals will need to be submitted on a country-basis or regional basis with country components, if appropriate.

Proposals may be a continuation of effective existing partnerships or projects, new projects or new partnerships. (Note that only existing partnerships will be considered for the Pacific.)

AusAID and/or UNAIDS may identify new partnerships which could be explored.

Eligible countries/regions include:

- Indonesia
- Cambodia
- Vietnam
- Lao PDR
- Myanmar
- China
- Timor Leste
- Pacific Region (existing partnerships only, new partnerships will not be considered)
- Asia Pacific Regional

Assessment Criteria

All proposals must:

1. Align with the program goal, purpose and objectives
2. Demonstrate involvement of in-country partners to identify needs and develop the proposal and activity plan (including budget)
3. Align with country, regional and/or global HIV strategies and AusAID strategic priorities for HIV. This includes:
 - Intensifying the response: Halting the spread of HIV. Australia's international development strategy for HIV. AusAID 2009
 - United Nations Political Declaration on HIV/AIDS: Intensifying our Efforts to Eliminate HIV/AIDS 2011
 - Country or regional plans
 - A New Investment Framework For The Global HIV Response, UNAIDS 2011 including activities that strengthen the capacity of partners to participate in advocacy, community mobilisation, strategic planning, community centred design and delivery of programs, research and innovation (critical enablers of HIV responses)
4. Harmonise with relevant HIV programs of country governments where appropriate, AusAID and other development agencies
5. Represent value for money – the proposal is an effective and efficient use of funds and the budget is proportional to the activities and outcomes
6. Specify the results to be achieved and include clearly articulated evaluation methodology including a baseline, targets and how results will be measured
7. Consider issues of gender equity and people with disability
8. Address the principles of Greater Involvement of People with HIV (GIPA) and the involvement of key affected communities
9. Include strategies that will address sustainability
10. Include an appropriate risk analysis and a robust risk management plan including details on the following risks where relevant: program, financial, fiduciary, reputational, operational, physical, personal and information risks

Technical reviewers will be contracted to assess proposals against the selection criteria above and rate them against the following AusAID Quality Criteria:

- Relevance (assessment criteria 1, 2, 3, 4)
- Effectiveness (assessment criteria 1, 10)
- Efficiency (assessment criteria 2, 3, 4, 5)
- Monitoring and Evaluation (assessment criteria 6)
- Sustainability (assessment criteria 2, 9)
- Gender Equity and People With Disability (assessment criteria 7)
- Cross-Cutting Issues (assessment criteria 8)
- Risk Management (assessment criteria 10)

Rating sheets will be provided to the Program Coordination Committee only to inform the selection of proposals.

Essential supporting documentation to be provided with proposals

A letter outlining the in-country partner's support for the proposal.

Individual Program Component Reports for the period 2008-2012 for continuing projects and where relevant for new projects.

A feedback sheet documenting support/comment from AusAID Posts, UNAIDS Country Offices and/or the UNAIDS Regional Support Team and the member organisation's response to those comments; or evidence these agencies were approached for comment and declined the offer.

Eligible organisations will need to keep relevant AusAID Posts, UNAIDS Country Offices and/or the UNAIDS Regional Support Team informed of developments and in-country visits. The Secretariat for the Pacific Community will need to be informed of developments and in-country visits in the Pacific.

In selecting proposals, the Program Coordination Committee will also consider:

- The spread of projects across stated target countries and regions
- The spread of projects across sectors (community, clinical, research)

The Program Coordination Committee may fund proposals in full or part, request changes to proposals and/or more detail, including budgets.

As a member of the Program Coordination Committee, AusAID retains the right to veto proposals or parts of proposals.

The Program Coordination Committee will review the guidelines and assessment criteria after the first round of proposals to provide lessons learned, and revise them for future calls for proposals, if necessary.

Background documents that will be provided to the technical reviewers

- Draft Integrated Results Report 2008-2012
- Independent Progress Report 2010
- Intensifying the response: Halting the spread of HIV. Australia's international development strategy for HIV. AusAID 2009
- United Nations Political Declaration on HIV/AIDS: Intensifying our Efforts to Eliminate HIV/AIDS 2011
- Country or regional plans
- A New Investment Framework For The Global HIV Response, UNAIDS 2011

Annex 1**Terms of Reference: Program Coordination Committee (PCC)**

Regional HIV Capacity Building Program

Background:

The Regional HIV Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, Timor Leste, the Pacific, the Greater Mekong, China and regional activities.

Program goal: Strengthened role of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS.

Program purpose: To foster strategic partnerships and linkages between Australia and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The four Program objectives are:

1. To strengthen the capacity of health care workers and their organisations (e.g. health services, professional associations) to actively participate in developing and maintaining effective systems for HIV prevention, testing, treatment and care;
2. To strengthen the capacity of researchers and research institutions to actively participate in developing and maintaining an evidence base (social, behavioural, economic and epidemiological) which informs effective HIV responses;
3. To develop the capacity of the most affected communities and their peer-based organisations to actively participate in national and regional responses to HIV
4. To strengthen the capacity of partners to collaborate across the health care, research and community sectors to contribute to effective HIV responses

The management structure of the Program comprises of four elements: the host Organisation (ASHM), a Secretariat hosted by ASHM led by a Program Director, a Program Coordination Committee (PCC), and technical reviewers.

The Program will be implemented by the member organisations under the leadership of the PCC and under the host Organisation. The Australasian Society for HIV Medicine (ASHM) will host the Secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

Organisations eligible to apply include:

11. Albion Street Centre (ASC)
12. Asia Pacific Network of People Living with HIV (APN+)
13. Australasian Society for HIV Medicine (ASHM)
14. Australian Federation of AIDS Organisations (AFAO)
15. Australian Injecting and Illicit Drug Users League (AIVL)
16. Australian Research Centre in Sex, Health and Society (ARCSHS)
17. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
18. Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)
19. NRL (formerly the National Serology Reference Laboratory)
20. Scarlet Alliance, Australian Sex Workers Association

Scope and Timeframe:

The Program was funded for an initial 4 year implementation phase from July 2008 to June 2012 and a second 2 year implementation phase from July 2012 to June 2014.

Role and responsibilities of the PCC:

Constituted by AusAID, the main role of PCC is to provide strategic oversight, leadership and direction of the Program, selection of resource bids and approve reports. The PCC is not intended to be a representative body.

PCC responsibilities:

- To provide strategic oversight, leadership and direction to the Program.
- To select resource bids and associated budgets in accordance with the agreed criteria and taking into consideration the advice of the technical reviewers. AusAID retains the right to veto proposals or parts of proposals.
- To be accountable for results, including reviewing and approving the Annual Progress Reports.
- To approve the final end-of-year consolidated financial report provided to AusAID annually.
- To ensure all approved projects have appropriate risk management plans in place and manage overall program risks.

The main mechanism for carrying out this role will be the PCC meetings. The PCC may also be consulted (email or teleconference) periodically on specific issues or to review specific documents.

PCC Membership:

The PCC will comprise 5-6 members selected for their ability to make an authoritative contribution to the Program.

The Executive Officer to the PCC will be the Program Manager of the Secretariat. The Program Manager is not a member of the PCC and does not have a vote.

The PCC will comprise of:

- independent members with expertise in HIV, development and capacity building including a Chair Person;
- a person living with HIV/AIDS (to be nominated by NAPWA);
- a UNAIDS Regional Support Team for Asia and the Pacific representative; and
- an AusAID representative.

The PCC may invite informants or observers to PCC meetings as required.

PCC members will be selected based on the following criteria:

- technical knowledge and experience of HIV responses;
- ability to provide strategic oversight, leadership and direction;
- knowledge and experience of different aid modalities and the assessment of development effectiveness;
- experience and knowledge of at least one of the regions that are the focus of the program;
- knowledge of AusAID policies and programs;
- understanding of appropriate/effective use of Australian HIV expertise in the region;
- availability to participate in the PCC for 2 years.

PCC Governance:

One of the PCC members will be appointed to chair the PCC. The AusAID Representative will have the deputy chair role. Chairs will be supported organisationally by the Secretariat.

A minimum of 3 voting PCC members (including AusAID) in attendance is required for a decision to be passed.

Code of Conduct:

It is expected that members of the PCC will:

- declare any perceived and actual conflicts of interest and/or associations associated with their participation in the PCC and decision making and excuse themselves should a perceived or actual conflict of interest and/or association arise;
- act in line with the best interests of the Regional HIV Capacity Building Program and the PCC;
- allocate the time required to effectively prepare for PCC meetings (read/review documents) and follow-up on agreed items;
- actively participate in PCC meetings in a collaborative and respectful manner, including respecting that all decisions of the PCC are binding on members of the PCC and agreeing to uphold any decision made by the PCC

Agreement 46806
Amendment No. 4

- ensure records of meetings are maintained; and
- maintain confidentiality as it applies to all written and verbal information they are exposed to in their role as a PCC member. Information may be shared outside of the PCC only where it has been agreed by all PCC members.

Management and Reporting:

The Secretariat will organise PCC meetings and assume all costs associated with the PCC functioning. The Secretariat will work with the PCC Chair and AusAID to develop PCC meeting agendas and will facilitate communication between the PCC members. A minimum of seven days notice of meetings will be provided to PCC members.

The Secretariat will take and distribute draft minutes from PCC meetings along with a summary of key decisions and actions relating to implementing organisations within seven days of the meeting. PCC members will have a further seven days to provide amendments. The summary of key decisions and actions relating to implementing organisations will then be distributed to implementing organisations for their information. Minutes will be approved at the following meeting of the PCC.

The PCC Terms of Reference will be included as an annex in the Deed of Agreement between ASHM as Host of the Secretariat and AusAID

Annex 2

Terms of Reference: Technical Reviewers

Regional HIV Capacity Building Program

Background

The Regional HIV Capacity Building Program links Australian organisations with counterparts in the Asia-Pacific region, with a focus on Indonesia, Timor Leste, the Pacific, the Greater Mekong, China and regional activities.

Program goal: Strengthened role of organisations and individuals in the Asia-Pacific region to respond effectively to HIV/AIDS.

Program purpose: To foster strategic partnerships and linkages between Australia and the Asia-Pacific region to increase the capacity of partners to contribute to effective HIV responses.

The four Program objectives are:

5. To strengthen the capacity of health care workers and their organisations (e.g. health services, professional associations) to actively participate in developing and maintaining effective systems for HIV prevention, testing, treatment and care;
6. To strengthen the capacity of researchers and research institutions to actively participate in developing and maintaining an evidence base (social, behavioural, economic and epidemiological) which informs effective HIV responses;
7. To develop the capacity of the most affected communities and their peer-based organisations to actively participate in national and regional responses to HIV
8. To strengthen the capacity of partners to collaborate across the health care, research and community sectors to contribute to effective HIV responses

The management structure of the Program comprises of four elements: the host Organisation (ASHM), a Secretariat hosted by ASHM led by a Program Manager, a Program Coordination Committee (PCC), and technical reviewers.

The Program will be implemented by the eligible organisations under the leadership of the PCC. The Australasian Society for HIV Medicine (ASHM) will host the Secretariat. AusAID has entered a funding agreement with ASHM in this capacity to deliver the Program.

The Program was funded for an initial 4 year implementation phase from July 2008 to June 2012 and a second 2 year implementation phase from July 2012 to June 2014. The second 2 year phase will introduce a competitive funding process.

Organisations eligible to submit project proposals include:

21. Albion Street Centre (ASC)
22. Asia Pacific Network of People Living with HIV (APN+)

23. Australasian Society for HIV Medicine (ASHM)
24. Australian Federation of AIDS Organisations (AFAO)
25. Australian Injecting and Illicit Drug Users League (AIVL)
26. Australian Research Centre in Sex, Health and Society (ARCSHS)
27. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
28. Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)
29. NRL (formerly the National Serology Reference Laboratory)
30. Scarlet Alliance, Australian Sex Workers Association

The project proposals will be subject to technical review. The PCC will be responsible for the final selection of proposals in accordance with the agreed criteria and taking into consideration the advice of the technical reviewers. AusAID retains the right to veto proposals or parts of proposals.

Role of the Technical Reviewers

The role of the Technical Reviewers is to provide independent technical assessment of the project proposals. The proposals will be assessed against the assessment criteria and rated against AusAID's Quality Criteria as outlined in the 'Guidelines and selection criteria for competitive funding process' (attachment A).

The project proposals will be allocated to Technical Reviewers taking into account geographic and sector expertise.

Initial ratings will be recorded on a 'Rating Chart' (attachment B). Technical Reviewers will then meet by teleconference to discuss their ratings and collectively decide on a combined rating. The 'Technical Review Rating Sheet' (attachment C) will be used to report the final ratings against each of the Quality Criteria and provide comment and justification.

Duration and timing

The project proposals will be available to download on Friday 29 June, by 6.00pm Australian Eastern Standard Time (AEST). An online link to the proposals will be sent to the Technical Reviewers at this time.

Teleconferences will be held between Wednesday 11 and Friday 13 July AEST.

The Technical Reviewers will submit the completed Technical Review Rating Sheets to the Secretariat by Sunday 15 July at midnight AEST.

Skills and experience

The Technical Reviewers will have technical expertise in HIV and development in the Asia Pacific region.

Technical Reviewers will be selected based on the following criteria:

- technical knowledge and experience of HIV responses in the Asia Pacific;

- knowledge and experience of different aid modalities and the assessment of development effectiveness;
- experience and knowledge of at least one of the countries/regions that are the focus of the Program;
- understanding of approaches to building partnerships and capacity development in developing countries;
- knowledge of AusAID policies and programs;
- understanding of appropriate/effective use of Australian HIV expertise in the region;
- experience with design and implementation of peer-based approaches in HIV;
- availability to undertake the task within the allocated timeframe

Technical reviewers will need to declare any perceived and actual conflicts of interest and/or associations associated with their participation in the Program and excuse themselves should a perceived or actual conflict of interest and/or association arise.

Deliverables

Deliverable	Description	Due Date
Rating Chart	Completed Rating Chart indicating ratings against the Quality Criteria for each proposal.	By Sunday 8 July at midnight AEST.
Technical Review Rating Sheets	Completed Rating Sheets indicating ratings against the Quality Criteria and written justification and comments. One sheet per Project Proposal.	By Sunday 15 July at midnight AEST.

Deliverables in electronic format must be emailed to the Program Secretariat [s22\(1\)\(a\)\(ii\)@ashm.org.au](mailto:s22(1)(a)(ii)@ashm.org.au)

Management and Reporting

The Program Secretariat will assume all costs associated with the work carried out by the Technical Reviewers. The Technical Reviewers will be engaged by and report to the Program Secretariat on behalf of the PCC.

Annex 2 Attachment A

Regional HIV Capacity Building Program
Guidelines and assessment criteria for competitive funding process**General guidelines**

Organisations that are eligible to submit proposals are:

31. Albion Street Centre (ASC)
32. Asia Pacific Network of People Living with HIV (APN+)
33. Australasian Society for HIV Medicine (ASHM)
34. Australian Federation of AIDS Organisations (AFAO)
35. Australian Injecting and Illicit Drug Users League (AIVL)
36. Australian Research Centre in Sex, Health and Society (ARCSHS)
37. International HIV Research Group, School of Public Health and Community Medicine (IHRG)
38. Kirby Institute (formerly the National Centre in HIV Epidemiology and Clinical Research)
39. NRL (formerly the National Serology Reference Laboratory)
40. Scarlet Alliance, Australian Sex Workers Association

Eligible organisations may submit more than one proposal in the specified template.

Each proposal may be between AUD100,000 and AUD700,000 over 24 months. Proposals costed above this amount will be considered if clearly justified e.g. they are joint proposals or demonstrate exceptional results.

Joint proposals are encouraged.

Proposals will need to be submitted on a country-basis or regional basis with country components, if appropriate.

Proposals may be a continuation of effective existing partnerships or projects, new projects or new partnerships. (Note that only existing partnerships will be considered for the Pacific.)

AusAID and/or UNAIDS may identify new partnerships which could be explored.

Eligible countries/regions include:

- Indonesia
- Cambodia
- Vietnam
- Lao PDR
- Myanmar
- China
- Timor Leste
- Pacific Region (existing partnerships only, new partnerships will not be considered)
- Asia Pacific Regional

Assessment Criteria

All proposals must:

11. Align with the program goal, purpose and objectives
12. Demonstrate involvement of in-country partners to identify needs and develop the proposal and activity plan (including budget)
13. Align with country, regional and/or global HIV strategies and AusAID strategic priorities for HIV. This includes:
 - Intensifying the response: Halting the spread of HIV. Australia's international development strategy for HIV. AusAID 2009
 - United Nations Political Declaration on HIV/AIDS: Intensifying our Efforts to Eliminate HIV/AIDS 2011
 - Country or regional plans
 - A New Investment Framework For The Global HIV Response, UNAIDS 2011 including activities that strengthen the capacity of partners to participate in advocacy, community mobilisation, strategic planning, community centred design and delivery of programs, research and innovation (critical enablers of HIV responses)
14. Harmonise with relevant HIV programs of country governments where appropriate, AusAID and other development agencies
15. Represent value for money – the proposal is an effective and efficient use of funds and the budget is proportional to the activities and outcomes
16. Specify the results to be achieved and include clearly articulated evaluation methodology including a baseline, targets and how results will be measured
17. Consider issues of gender equity and people with disability
18. Address the principles of Greater Involvement of People with HIV (GIPA) and the involvement of key affected communities
19. Include strategies that will address sustainability
20. Include an appropriate risk analysis and a robust risk management plan including details on the following risks where relevant: program, financial, fiduciary, reputational, operational, physical, personal and information risks

Technical reviewers will be contracted to assess proposals against the selection criteria above and rate them against the following AusAID Quality Criteria:

- Relevance (assessment criteria 1, 2, 3, 4)
- Effectiveness (assessment criteria 1, 10)
- Efficiency (assessment criteria 2, 3, 4, 5)
- Monitoring and Evaluation (assessment criteria 6)
- Sustainability (assessment criteria 2, 9)
- Gender Equity and People With Disability (assessment criteria 7)
- Cross-Cutting Issues (assessment criteria 8)
- Risk Management (assessment criteria 10)

Agreement 46806
Amendment No. 4

Rating sheets will be provided to the Program Coordination Committee only to inform the selection of proposals.

Essential supporting documentation to be provided with proposals

A letter outlining the in-country partner's support for the proposal.

Individual Program Component Reports for the period 2008-2012 for continuing projects and where relevant for new projects.

A feedback sheet documenting support/comment from AusAID Posts, UNAIDS Country Offices and/or the UNAIDS Regional Support Team and the member organisation's response to those comments; or evidence these agencies were approached for comment and declined the offer.

Eligible organisations will need to keep relevant AusAID Posts, UNAIDS Country Offices and/or the UNAIDS Regional Support Team informed of developments and in-country visits. The Secretariat for the Pacific Community will need to be informed of developments and in-country visits in the Pacific.

In selecting proposals, the Program Coordination Committee will also consider:

- The spread of projects across stated target countries and regions
- The spread of projects across sectors (community, clinical, research)

The Program Coordination Committee may fund proposals in full or part, request changes to proposals and/or more detail, including budgets.

As a member of the Program Coordination Committee, AusAID retains the right to veto proposals or parts of proposals.

The Program Coordination Committee will review the guidelines and assessment criteria after the first round of proposals to provide lessons learned, and revise them for future calls for proposals, if necessary.

Background documents that will be provided to the technical reviewers

- Draft Integrated Results Report 2008-2012
- Independent Progress Report 2010
- Intensifying the response: Halting the spread of HIV. Australia's international development strategy for HIV. AusAID 2009
- United Nations Political Declaration on HIV/AIDS: Intensifying our Efforts to Eliminate HIV/AIDS 2011
- Country or regional plans
- A New Investment Framework For The Global HIV Response, UNAIDS 2011

Annex 2 Attachment B

Regional HIV Capacity Building Program Technical Review Rating Chart

Name of Reviewer	
Country/Region	

Please refer to Technical Review Rating Sheet for Indicative Assessment Questions

5 = Best possible practice 3 = Satisfactory 1 = Weak
 4 = Highly Satisfactory 2 = Marginally Satisfactory 0 = Unsatisfactory
(One score for each of the eight AusAID Quality Criteria. i.e. a perfect overall score would be 40 points)

Country/Region	Name of project	Relevance	Effectiveness	Efficiency	Monitoring and Evaluation	Sustainab
	<i>Proposal 1</i>					
	<i>Proposal 2</i>					
	<i>Proposal 3</i>					
	<i>Etc</i>					

Attachment C

<p>Regional HIV Capacity Building Program</p> <p>Technical Review Rating Sheet</p>
--

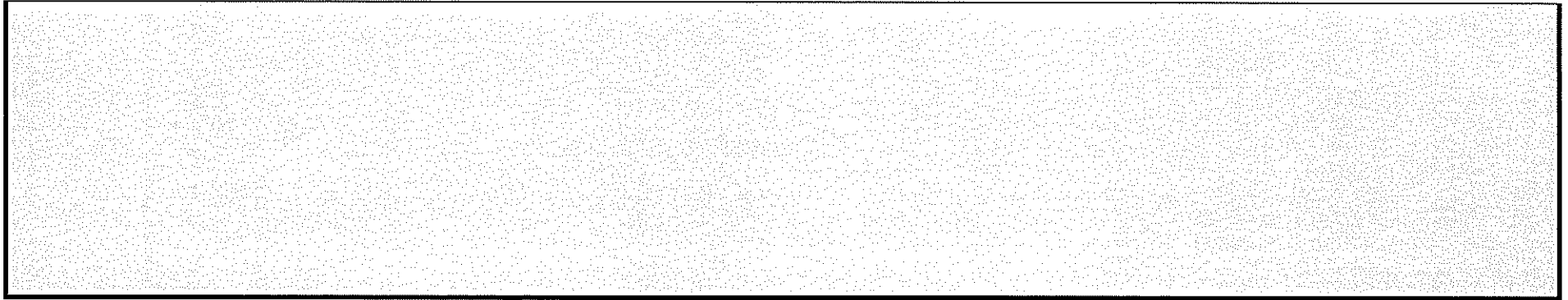
Name of Project	
Organisation	

5 = Best possible practice 3 = Satisfactory 1 = Weak
 4 = Highly Satisfactory 2 = Marginally Satisfactory 0 = Unsatisfactory

(One score for each of the eight AusAID Quality Criteria. i.e. a perfect overall score would be 40 points)

AusAID Quality Criteria	Indicative Assessment Questions	Relevant section of proposal	Rating
Relevance	Does the project align with the program goal, purpose and objectives?	3.1, 3.2, 3.3, 3.4	
	Does the project demonstrate the involvement of in-country partners to identify needs and develop the proposal and activity plan (including budget)?	3.5	
	Does the project align with country, regional and/or global HIV strategies and AusAID strategic priorities for HIV?	3.6	
	Does the project harmonise with relevant HIV programs of country governments, AusAID and other development agencies?	3.7	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

[Agreement 46806
Amendment No. 4]



Effectiveness	Does the project align with the program goal, purpose and objectives?	3.1, 3.2, 3.3, 3.4	
	Does the project include an appropriate risk analysis and a robust risk management plan?	3.12	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

Efficiency	Does the project demonstrate the involvement of in-country partners to identify needs and develop the proposal and activity plan (including budget)?	3.5	
	Does the project align with country, regional and/or global HIV strategies and AusAID strategic priorities for HIV?	3.6	
	Does the project harmonise with relevant HIV programs of country governments, AusAID and other development agencies?	3.7	
	Does the project represent value for money – the proposal is an effective and efficient use of funds and the budget is proportional to the activities and outcomes?	4.0	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

Monitoring and Evaluation	Does the project include a clearly articulated evaluation methodology including a baseline, targets and how results will be measured?	3.11	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

Sustainability	Does the project demonstrate the involvement of in-country partners to identify needs and develop the proposal and activity plan (including budget)?	3.5	
	Does the project include strategies that will address sustainability?	3.10	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

Gender Equity and People With Disability	Has the project considered gender equity and people with disability?	3.8	
RATIONAL FOR RATING (up to half a page), with suggested improvements			
Cross-Cutting Issues	Does the project address the principles of GIPA and the involvement of relevant affected communities?	3.9	
RATIONAL FOR RATING (up to half a page), with suggested improvements			

Risk Management	Does the project include an appropriate risk analysis and a robust risk management plan?	3.12	
RATIONAL FOR RATING (up to half a page), with suggested improvements			