

**AMENDMENT 2 FOR THE
PACIFIC FRAMEWORK FOR THE PREVENTION AND CONTROL OF NCDs
BETWEEN THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT
(AUSAID) AND
SECRETARIAT OF THE PACIFIC COMMUNITY**

AUSAID AGREEMENT NUMBER: 34091/12

1. In 13 December 2007, AusAID and the Secretariat of the Pacific Community ("the Parties") entered into Agreement 34091/12 ("the Agreement").
2. The Parties have now agreed to amend the Agreement as set out below:

Agreement Number	Replace all references to agreement number "34091/12" with "58833/7". All future correspondence should refer to agreement number "58833/7".
Agreement	Replace the Agreement (number: 34091/12) in its entirety with the new Agreement (number: 58833/7) as per Attachment A.

3. The amendments described above will take effect when this document is signed by the Parties.

Accepted on behalf of
Secretariat of the Pacific Community



Dr. Jimmie Rodgers
Director General

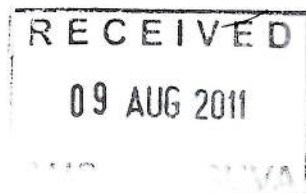
Date: 27/7/11

Accepted on behalf of AusAID



Romaine Kwesius
Counselor, Regional Suva
FMA s.44 Delegate

Date: 4/10/11



GRANT AGREEMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

SECRETARIAT OF THE PACIFIC COMMUNITY (SPC)

FOR

PACIFIC FRAMEWORK FOR THE PREVENTION AND CONTROL OF NCDs

AUSAID AGREEMENT NUMBER: 58833/7

GRANT AGREEMENT made 5th day of October 2011

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

SECRETARIAT OF THE PACIFIC COMMUNITY, BP D5 98848 Noumea, NEW CALEDONIA (“SPC”).

RECITALS:

- A. AusAID wishes to provide the SPC with Funds to undertake a Program.
- B. The SPC wishes to accept the funds subject to the terms and conditions in this Agreement.


OPERATIVE:

AusAID and the SPC promise to carry out and complete their respective obligations in accordance with this Grant Agreement and in accordance with **Partnership Arrangement Number 58833** between AusAID and the SPC.

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

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

in the presence of:



Signature of FMA Act s44 Delegate

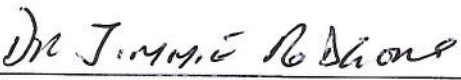


Signature of witness


Romane Kuesius
Name
Romane Kuesius
Counsellor

Rebecca McLean
Name of witness
(Print)

SIGNED for and on behalf of
Secretariat of the Pacific Community by:



Name and Position
(Print)




Signature

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

in the presence of:

WILLIAM PARR
Name of witness
(Print)



Signature of witness

AGREEMENT CONDITIONS

1. INTERPRETATION

1.1 Definitions

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

“Program” means the Program Pacific Framework for Prevention and Control of NCDs described in the Proposal for which the Funds are provided.

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

“Agreement” means this Agreement including all Parts and any schedules and annexes as issued under the terms and conditions of the Partnership Agreement (Agreement No: 34091) between AusAID and the Secretariat of the Pacific Community (SPC) dated **21 April 2011**.

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

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

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

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

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

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

“Party” means AusAID or the SPC.

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

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

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

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

“**World Bank List**” means a list maintained by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at:

<http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

1.2 Agreement prevails:

If there is any inconsistency (whether expressly referred to or to be implied from this Agreement or otherwise) between the provisions of the Agreement Conditions and those of the schedules and any annexes including the Design Document, the schedules and any annexes including the Design Document are to be read subject to the Agreement Conditions and the provisions of the Agreement 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 SPC must commence the Program no later than **13 December 2007** and must complete the Program by **30 June 2012**.

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: Senior Program Manager
Regional Health Programs
Australian Agency for International Development

Postal Address: Australian High Commission
P O Box 214
Suva, FIJI

Street Address: 37 Princess Road (Tamavua)
Suva, FIJI

Facsimile: 679 3382 695

SPC:

To: Dr Jimmy Rodgers
Director General

Postal Address: Secretariat of the Pacific Community
B.P. D5, Noumea,
New Caledonia

Street Address: Secretariat of the Pacific Community
98848 Noumea,
New Caledonia

Facsimile: 675 26 3818

4. GENERAL CONDITIONS

- 4.1 The SPC must carry out the Program in accordance with the Program Proposal at Schedule 1 and the terms and conditions of this Agreement and Partnership Arrangement.
- 4.2 The SPC must advise AusAID immediately of any difficulties or delays in implementation of the Program.
- 4.3 The SPC shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 4.4 The Funds and any interest earned or exchange rate gains must be used diligently and for the sole purpose of the Program outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Program.
- 4.5 The SPC acknowledges that Funds provided by AusAID to the SPC for this Program does not entitle the SPC to any other or further funding.
- 4.6 The SPC shall acknowledge AusAID funding assistance provided under this Agreement where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 4.7 The SPC must not represent itself and must ensure that its Personnel participating in the Program do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 4.8 The SPC will use its best endeavours to ensure that in its performance of the Program all Personnel and their dependents, while in a recipient country, respect the laws and regulations in force in the recipient country.
- 4.9 The SPC is responsible for the security of all of its Personnel and for taking-out and maintaining all appropriate insurances.
- 4.10 The SPC must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 4.11 No delay, neglect or forbearance by either Party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that Party.
- 4.12 This Agreement is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

5. AGREEMENT AMENDMENTS

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

6. PROCUREMENT OF GOODS

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

7. MONITORING AND EVALUATION

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

8. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

8.1 The SPC and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the recipient country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on the AusAID website: <http://www.usaid.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 SPC from complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.

8.2 The SPC and its Personnel must comply with:

- (a) AusAID's *Child protection policy*. (<http://www.usaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. AusAID may audit the SPC's compliance with AusAID's *Child protection policy* and child protection compliance standards. The SPC must participate cooperatively in any reviews conducted by AusAID;
- (b) The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014' (http://www.usaid.gov.au/publications/pdf/FINAL%20AusAID_Disability%20for%20All.pdf), and in particular the strategy's six guiding principles; and
- (c) *Family Planning and the Aid Program: Guiding Principles* (August 2009), accessible on AusAID's website (<http://www.usaid.gov.au/keyaid/health.cfm>).

8.3 The SPC must use its best endeavours to ensure:

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

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

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

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

8.7 The SPC agrees that:

- (a) The SPC and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Program. The SPC is responsible for preventing and detecting Fraud.
- (b) The SPC must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Program involving the Program. AusAID may direct the SPC to investigate the alleged Fraud and the SPC must undertake an investigation at the SPC'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 SPC shall:
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Program;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Program; and
 - (iii) be liable for the repayment of any Funds amounts misappropriated by the SPC, its agents, representatives or subcontractors.
- (d) The obligations of the SPC under **Clauses 8.7(b) and 8.7(c)** shall survive the termination or expiration of this Agreement.
- (e) The SPC warrants that the SPC shall not make or cause to be made, nor shall the SPC 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 SPC shall not bribe public officials and shall ensure that its delivery contractor's comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

9. **TERMINATION**

- 9.1 This Agreement can be terminated by mutual agreement between both Parties subject to written notice given three (3) months in advance.
- 9.2 In the event of any termination, the SPC 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 SPC, and return any uncommitted unspent Funds to AusAID.
- 9.3 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 SPC under this Agreement, together would exceed the amount of the total financial limitation of this Agreement.

10. **ACCOUNTS AND RECORDS**

- 10.1 The bank account used by SPC must be in the name of the SPC and must not be a personal bank account.

- 10.2 The SPC must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the SPC must:
- (a) keep proper and detailed accounts, records and assets registers along with adequate Program management records providing clear audit trails in relation to expenditure under this Agreement;
 - (b) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) if requested by AusAID, provide an acquittal, certified by the senior financial officer or the head of the SPC, of Funds spent to date against the budget in the Program Proposal; and
 - (d) if reasonably requested by AusAID, provide an Independently Audited statement of Program expenditure by an auditor nominated by AusAID at no cost to AusAID.

11. AusAID USE OF AGREEMENT INFORMATION

- 11.1 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

12. REPORTS

- 12.1 The SPC shall submit annual reports on Framework outcomes, approved by the Joint Management Committee. This will be due to AusAID in November 2008, 2009, 2010 and May 2011 and Sept 2011 of all NCD Funding in Australian dollars certified by the appropriate SPC Financial Manager, and approved by the Joint Management Committee (JMC) ;
- 12.2 The joint SPC and WHO 2-1-22 Annual Reports are to be provided to all donors contributing to the NCD Framework as well as other significant development partners, and include reporting on:
- i. progress results and outcomes on the impact of activities in implementing the annual work plan;
 - ii. individual country as well as regional activity progress output and outcomes, expenditure, and acquittals including unutilized funds;
 - iii. action taken to mitigate the identified risks;
 - iv. issues of concern, limitations and constraints;
 - v. agreed monitoring and evaluation measures including success in addressing issues relating to gender inequality;
 - vi. any changes to the annual work-plan; and

vii. issues, and activities as requested by donors and JMC.

12.3 SPC shall provide an annual framework workplan for 2009, 2010, 2011 and 2012 incorporating national workplans and approved by the Joint Management Committee. This will be due in November 2008, 2009, 2010 and 2011. The 2008 annual workplan will be provided as an inception phase output. The 2012 annual work plan will be a six month work plan to 30 June 2012.

The annual financial acquittal due before receipt of the next annual tranche of funding. This will be due in November 2008, November 2009, November 2010, November 2011 and before the final tranche of funding for 2010/11.

12.4 Within thirty (30) days of completion of the Program the SPC shall submit a final report which provides an outline of the completed Program and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned.

12.5 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 Program Proposal and must be signed by the senior financial officer or the head of the SPC, 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 SPC 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.

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

Paulini Sesevu
Senior Program Manager - Regional
PO Box 214
Suva, Fiji
paulini.scsevu@ausaid.gov.au

in the following format:

- (a) one electronic version in PDF (Portable Document Format).
- (b) One bound hard copy.

13. FUNDS AND PAYMENT

13.1 AusAID will pay SPC an acquittable Grant up to a maximum of AUD15,000,000 between 1 January 2008 and 30 June 2012 in tranches divided as follows:

Indicative Date	Tranche	Amount (AUD)	Deliverables
January 2008	1	1.0 million	Signing of EOL
May 2008	2	0.7 million	Inception Report
December 2008	3	3.82 million	2008 Annual report and inception financial acquittals and 2009 work Plan and budget approved by the JMC.
December 2009	4	5.1 million	2009 Financial acquittal, annual report and 2010 Work Plan approved by JMC
December 2010	5	4.0 million	2010 Annual Report, Financial Acquittals and draft 2011 Work plan approved by the JMC
June 2011	6	0.380 million	Final 2011 workplan (joint SPC and WHO) approved by JMC
June 2012	7	-	final report and financial acquittals approved by JMC
TOTAL		15.0 million	

13.2 Under agreement 5833/7 AusAID paid tranches 1 to 6. With this amendment, AusAID will make the final payment of tranche 7 subject to the following:

- (a) providing an Acquittal Statement of 80% of the previous tranche (and 100% of expenditure and acquittal of earlier tranches), supported by the relevant progress/annual reports endorsed by the JMC, and signed by the senior financial officer or the head of SPC indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement;
- (b) submitting a valid invoice; and
- (c) making satisfactory progress with the Activity as determined by AusAID.

- 13.3 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and Agreement Number 58833/7. Invoices must also contain the Payment Event number(s) notified by AusAID.
- 13.4 All invoices must be made to:
- Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA
- 13.5 Invoices should be sent to the above address. Alternatively AusAID will accept electronic invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 13.6 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 SPCs. 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: SCOPE OF SERVICES

PROGRAM NAME

The Pacific Framework for the Prevention and Control of Non Communicable Diseases (NCDs)

1. BACKGROUND

Non-communicable diseases (NCDs) are the leading cause of death in Pacific island countries (PICs), accounting for more than three quarters of deaths annually¹. Reducing key risk factors such as poor diet, physical inactivity, tobacco use and harmful use of alcohol can significantly reduce the incidence of NCDs. The World Health Organization (WHO) estimates that eliminating these major risk factors would prevent at least 80 percent of deaths due to heart disease, stroke and Type 2 Diabetes, and prevent 40 percent of cancer deaths.² NCDs also impose disproportionate financial strain on national health systems and economies presenting a significant issue for countries in the Pacific, where secondary and tertiary health-care costs for treatment can be the greatest demand on health budgets.

AusAID is contributing AU\$20m³ to the four year (2007-2011) Pacific NCD 2-1-22⁴ Program, jointly implemented by the Secretariat of the Pacific Community (SPC) and WHO. The New Zealand Aid Programme provides NZ\$6m to the Program.

The Program aims to address the high prevalence of NCDs in the Pacific region, through implementation of the Pacific NCD Framework. This Framework provides a focus for the two implementing agencies (SPC and WHO) to work together at the regional and national level to support Pacific island countries and territories (PICTs) in their efforts to reduce NCDs. The Program is governed by a Joint Management Committee⁵.

An Early Progress Review of the Program was undertaken in May 2009⁶ and the findings presented to the Joint Management Committee at its meeting in June 2009. The objective of the Review was to examine the orientation and progress to date of the 2-1-22 Program, plus ensure that the approaches are flexible to respond to broader external and financial constraints to assist PICTs in addressing NCDs, including the potential impacts of the global economic crisis on national health expenditures.

The Framework will assist Pacific island countries (PICs) determine the size of their NCD burden, develop national plans of action and select, implement and evaluate appropriate

¹ Sen. A . *Non Communicable Diseases and Achieving the MDG's*. Health and Development Section UNESCAP Feb 2009

² World Health Organization. *Ten facts about chronic disease*: www.who.int/chp/chronic_disease_report/en/.

³ AusAID's contribution: \$15m to SPC and \$5m to WHO over 2007-2011. New Zealand's allocation to SPC and WHO is dependent on the Program's annual workplan activities.

⁴ 2-1-22: two organisations working as one to serve 22 Pacific island countries and territories

⁵ Joint Management Committee membership: Nauru (chair), Tonga, Cook Islands, Palau, French Polynesia, AusAID, NZ Aid Programme, SPC and WHO (secretariat)

⁶ *Review and Analysis of the Pacific NCD Program*, Dr Tony Lower, May 2009

interventions. The Framework will target risk factors (alcohol, tobacco, diet and physical activity) with evidence-based interventions (policy, legislation, taxation and structural environment) and awareness and education. It will provide PICs with technical advice, capacity building and workforce development, supported by information, surveillance and research. It will focus on increasing national level impact, reducing duplication and improving harmonisation to reduce the burden on national planning, management and reporting.

Goal, Purpose and Objectives

1. The goal of the Framework is to reduce the prevalence of risk factors and consequently reduce morbidity, disability and mortality from NCDs within the Pacific, and to work towards the global goal of reducing death rates from chronic diseases by 2% per year over and above existing trends until 2015⁷.
2. The purpose of the Framework is to assist countries in the Pacific to build capacity in NCD prevention and control by establishing a comprehensive approach to profiling and planning, implementation and evaluation of national interventions.
3. The Framework will contribute to the achievement of this purpose through the following draft objectives which will be finalised together with the Framework implementation plan during the inception phase:
 - a. Strengthening the development of comprehensive, multi-sectoral national NCD strategies;
 - b. Facilitating and scaling-up implementation of national NCD strategies including healthy lifestyle promotion (behavioural-environmental strategies), changes in legislation, clinical interventions and advocacy programs;
 - c. Assisting in the identification and development of sustainable funding mechanisms for national NCD strategies;
 - d. Strengthening national health systems for the prevention and control of NCDs,
 - e. Strengthening monitoring, evaluation and surveillance systems for better information and decision making; and
 - f. Strengthening WHO and SPC capacity for ongoing, longer-term support of NCD in PICs.

Implementation

4. Implementation will consist of the following phases:
 - a. Inception Phase – about three months – see description below; and
 - b. Implementation Phase – the remainder of Year 1 and also Years 2, 3 and 4, up to June 2011.

⁷ This aspirational, long-term goal is consistent with global and regionally-agreed targets. Framework objectives flowing from this goal should be monitored over time to develop a core set of prioritised objectives.

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5. SPC and WHO will work in collaboration with countries to provide the specific and tailored support required by them to develop, implement and evaluate their national NCD priorities, strategies and plans. This will involve:
 - a. Assisting countries to develop NCD targets and indicators compatible with national plans
 - b. Providing in-country support/resources based on national NCD priorities, strategies and plans
 - c. Explicit arrangements for resource allocations for NCDs to strengthen national budget predictability and demand-driven responses
 - d. Identifying with Ministries of Health the support required for local health/NCD focal point positions to help coordinate national action, including the necessary multi-sectoral approaches. These positions will be critical to national ownership
 - e. Supporting and building on existing national technical partnerships
 - f. Coordinating NCD inputs from other donors, predominantly NZ, Japan, China and France.
6. PICs will receive direct financing, technical assistance and capacity building support for their NCD priorities through the coordinated regional management approach. This will range from initial development of NCD strategies (through WHO's STEPS approach) in some countries, to direct funding flows to implement national strategies.

Management of implementation

7. The Framework will be jointly implemented by WHO and SPC who, in consultation with countries will develop a Framework Implementation Plan, based on PIC national plans and annual workplans. SPC and WHO will provide regular reporting based on quality performance information. Broad management and implementation arrangements for the Frameworks will be finalised during the inception phase.
8. The Framework will be managed by a Joint Management Committee (JMC) that will oversee operations and will comprise combined membership of representatives of PIC subregions and key stakeholders, including AusAID. This group will approve implementation and workplanning, review progress in implementation of activities, and identify and agree on desirable adjustments to implementation based on six-monthly progress reports. An NCD Reference Group, which will be appointed by the JMC, will provide independent technical advisory input and support for the regional program. This group need not meet formally, but can be tasked on an as needed basis to review work plans, program progress and provide independent technical advice to the JMC. Other donors will be encouraged to support the Framework in line with their harmonisation commitments under the Paris Declaration on Aid Effectiveness. Terms of Reference, including membership of the JMC will be finalised during the inception phase. The Secretariat of the Pacific Community (SPC), WHO, PIC and donor representatives will form the core membership. Specialist expertise will be appointed for technical guidance.

Management of risks

9. A number of identified risks have the potential to impact on successful outcomes of the Pacific Framework for the Prevention and Control of NCDs. Specific key risks include:

- a. **National Ownership:** The broad challenges of national ownership and ensuring that activities, technical assistance and capacity building are appropriately targeted to national priority needs and deliver results on the ground. The Framework approach, with its central focus on national implementation of NCD Strategies and annual planning, will allow interventions to be responsive to events and constraints that may emerge, whilst maintaining focus on the principle objectives.
- b. **Institutional Capacity and Roles:** Another specific risk to the governance and management of the Framework is the institutional and capacity constraints facing SPC and WHO and clarity over each Agency's role. Specific input of each agency has been broadly agreed during policy and technical discussions to ensure that they operate in their areas of comparative advantage and within their capacity. Under the Framework SPC and WHO will work together as one team serving 22 countries. A new MOU between SPC and WHO will provide clarity on the organisations' respective higher-level roles and responsibilities in order to avoid duplication of efforts and reduce transaction costs to countries.
- c. **Broader Risks Symptomatic of the Region:** Broader risks in terms of higher-level impact include political instability; lack of multi-sectoral collaboration; poor financial governance in PICs; and vested interests promoting certain risk factors and/or conditions at the expense of a comprehensive approach addressing all major risk factors, NCD-related diseases and levels of intervention (primary, secondary, tertiary). These specific and higher-level risks highlight the need for consistent reflection and review of objectives, activities and outputs during implementation of the Framework to ensure appropriate adjustment of responses. A detailed approach for monitoring and managing risks will be finalised during the inception phase and reflected in regular reporting.

Inception Phase Outputs

10. In order to manage these risks from the outset, an initial three-month Inception Phase will be undertaken to develop the Pacific Framework for the Prevention and Control of NCDs and implementation plan. A final Framework and Implementation Plan will be submitted *no later than 30 April 2008*. The Framework and Implementation Plan will include, but not be limited to, the following outputs:
 - a. A specific workplan for the first year of implementation (2008). This will involve determining each organisation's roles in implementation, thereby gaining maximum efficiency from WHO Country Liaison Officer and/or SPC Joint Country Strategies presence in-country. The workplan will include:
 - i. Determination of the phasing of in-country activities under the Framework and resource allocations for national activities. At the national level, scheduling for the scaling-up of country programs to address NCDs on-the-ground will be influenced where PICs have:
 - well defined plans in place and are ready for action;
 - national level systems to assist with management and delivery of NCD interventions that may be developed during 2007-08 and/or existing NCD based proposals; and
 - substantial work requirements to define management systems and/or an existing functioning program.

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- b. An agreed governance/management structure to ensure transparent and accountable decision-making under the Framework, particularly in relation to quality and accountability processes. This will include agreed membership/TOR of governance bodies.
- c. An agreed monitoring and evaluation plan.

Implementation Phase Outputs

11. The Implementation Phase follows the Inception Phase, and will commence in May 2008. Outputs will include:
 - a. An annual framework workplan for 2009, 2010 and 2011, incorporating national workplans and approved by the Joint Management Committee. This will be due in November 2008, 2009 and 2010. The 2008 annual workplan will be provided as an inception phase output. The 2010 annual workplan will be a six month work plan to June 2011.
 - b. An annual report on Framework outcomes, approved by the Joint Management Committee. This will be due to AusAID in November 2008, 2009, 2010 and May 2011
 - c. An annual financial acquittal due before receipt of the next annual tranche of funding. This will be due in November 2008, November 2009 and November 2010 before a final tranche of funding for 2010/11. A final financial acquittal will be due upon completion in May 2011.

Measuring performance

12. The Monitoring and Evaluation Plan for the Framework (produced during the Inception Phase) will utilise and strengthen existing national and regional monitoring and reporting systems to avoid the creation of parallel processes.
13. Based on regular monitoring and annual assessment of performance issues, a mid-term review of the Framework will be undertaken toward the end of financial year 2008-2009 followed by an independent review towards the end of 2009-2010 financial year to inform ongoing options and management implications. SPC and WHO are expected to cooperate and coordinate with AusAID appointed review teams and to take reasonable measures to facilitate their task.

Reporting

14. Reports are to be provided as one signed hardcopy and as electronic copies in a media compatible with the Microsoft Office suite (eg Microsoft Word).

PAYMENT DETAILS

PACIFIC FRAMEWORK FOR THE PREVENTION AND CONTROL OF NCDs

1 Financial Limitation

The Contribution payable by the Commonwealth of Australia to SPC for the Pacific Framework for the Prevention and Control of NCDs shall be AUD15,000,000.

2 Basis of Payment

PAYMENT SCHEDULE

Amount (AUD)	Deliverables
1.0 million	Signing of EOL
0.7 million	Inception Report
3.82 million	2008 Annual report and inception financial acquittals and 2009 work Plan and budget approved by the JMC.
5.1 million	2009 Financial acquittal, annual report and 2010 Work Plan approved by JMC
4.0 million	2010 Annual Report, Financial Acquittals and draft 2011 Work plan approved by the JMC
0.380 million	Final 2011 workplan (joint SPC and WHO) approved by JMC
-	final report and financial acquittals approved by JMC
TOTAL 15.0 million	

**PACIFIC FRAMEWORK FOR THE
PREVENTION AND CONTROL OF NCDs**

OUTPUTS SCHEDULE

FY	Deliverables	Due date
07/08	Final Inception Report 2008 Work plan	April 2008
08/09	Inception Report Acquittal 2008 Financial Acquittal Annual Report 2009 Work plan	November 2008
09/10	2009 Financial acquittal Annual Report 2010 Work plan	November 2009
10/11	2010 Financial acquittal Annual Report 2011 Work plan	November 2010 June 2011
11/12	2011 Annual Report Financial Acquittal Final report and Financial Acquittals	November 2011 June 2012

Performance Indicators

Outcome	Verifiable Indicators	Means of Verification	Responsibility	Data Source
Completion of annual work plans that provide implementation details and costs for NCD fund activities, broken down in six-monthly periods.	Annual and Six-monthly Work and Budget Plans.	Annual and six-monthly Work-plans, budgets and progress reports endorsed by the JMC.	SPC	Six monthly and annual reports, acquittal reports, JMC meeting papers and Minutes.
Timely distribution of funding to countries, NGOs and regional partners consistent with grant guidelines and in line with the Joint 2-1-22 -approved Work & Budget Plans.	Annual Work & Budget Plans. and Annual Reports and acquittals.	Annual Work-plans, budgets and progress reports endorsed by the JMC. Acquittal reports approved by the JMC.	SPC	Annual reports; acquittal reports, JMC meeting papers and Minutes.
Funding is acquitted as per accountability requirements set for the grant funds.	Annual Work & Budget Plans. and Annual Reports and acquittals.	Annual Work-plans, budgets and progress reports endorsed by the JMC. Acquittal reports approved by the JMC.	SPC	Annual reports; acquittal reports, JMC meeting papers and Minutes.
Appropriate and timely Large grant management and technical support is provided to all Countries to assist them to access, effectively utilise and report on funding.	Annual Work & Budget Plans. and Annual Reports and acquittals.	Annual Work-plans, budgets and progress reports endorsed by the JMC. Acquittal reports approved by the JMC.	SPC	Annual reports; acquittal reports; JMC meeting papers and Minutes.
Timely and accurate reporting on all activities and output of funding as per NCD 2-1-22	Annual Work & Budget Plans. and Annual Reports	Annual Work-plans, budgets and progress reports endorsed by the JMC.	SPC	Annual reports; acquittal reports, JMC meeting papers and Minutes.

M&E Framework.	and acquittals.	Acquittal reports approved by the JMC.		
Identified risks are actively and properly addressed.	Six-monthly RF Work & Budget Plans. Six-monthly and Annual Reports and acquittals.	Annual and six-monthly Work-plans, budgets and progress reports endorsed by the JMC. Acquittal reports approved by the JMC.	SPC	Six monthly and annual reports; acquittal reports, JMC meeting papers and Minutes.
Final Report and Acquittals Reports				