

Australian Government

Department of Foreign Affairs and Trade

MINUTE – APPROVAL TO COMMIT AND ENTER INTO AN AMENDMENT

Subject:	Approval To Commit and Enter Into An Amendment for Delegated Cooperation Arrangement No. 79369 with USAID on Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh) – PAMSSANIMAS Pilot		
For	s 22(1)(a)(ii) ; A/g Counsellor Climate and Infrastructure Section, Economic Investment and Infrastructure (EII) Branch.		
Through:	 s 22(1)(a)(ii) Director, Climate Integration and Programming Section, Climate Resilience and Finance Branch, Climas 22(1)(Diplomacy and Development Finance Division (CSD); s 22(1)(a)(ii) First Secretary, Climate and Infrastructure, Ell Branch, Jakarta Post. 		
Available funding:	AUD2,900,000 equivalent to USD1,900,000		
	Uncommitted budget allocation of AUD38,735,000 in WES_Base Fund and AUD595,346,249 in IDX Base Fund		
Current Period and Value	Current Period: 21 May 2024 to 31 December 2026 Current Value: AUD2,900,000		
Amendment Period and	No change to period		
Value	Value adjusted to USD currency, USD1,900,000		
Revised Total Period	Revised Total Period: 21 May 2024 to 31 December 2026		
and Value	Revised Total Value of the agreement: USD1,900,000 (approximately AUD2,900,000 (GST not applicable))		
	Exchange rate for AUD/USD = 0.65		
Attachments	1. Exchange of Letters (EoL) amendment 2, for your signature		
	2. Minute (s23/s32B) to commit and enter into an arrangement for DCA with USAID		
	3. Arrangement on Delegated Co-operation (No.79369) between DFAT and USAID		
	4. Exchange of Letter (EoL) amendment 1 Agreement no 79369		

PURPOSE

- 1. This minute seeks your approval for:
 - a commitment of relevant money under s23 of the *Public Governance Performance and* Accountability Act 2013 (PGPA Act) valued at USD1,900,000 or equivalent to AUD2,900,000 (GST not applicable); and

b. entering into an arrangement under s32B of the *Financial Framework* (*Supplementary Powers*) *Act* 1997 (FFSP Act);

BACKGROUND

 On 21 May 2024, DFAT entered a Delegated Co-Operation Arrangement (DCA) with the United States Agency for International Development (USAID) for the Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh) – PAMSSANIMAS Pilot.

s 47E(d)

- 5. DFAT Post was then advised by USAID that the correct account as listed in the Arrangement would accept foreign currencies.
- Accordingly, the Arrangement was amended (Amendment 1) on 16 August 2024 to reschedule payments into two tranches. The first tranche payment of AUD1,500,000 was expected to be made in FY 2024-25 and the second tranche of AUD1,400,000 in FY 2025-26, subject to budget availability.

s 47E(d)

- Taking a precautionary approach, FOS advised Post to instead amend the agreement to specify tranche payments in USD.
- 9 Through extensive discussions with CSD, Jakarta Aid and Budget Management, and USAID, it has been agreed that the funds of AUD2,900,000 will be converted to USD and disbursed in USD.

AMENDMENT DETAILS

- 10 This amendment is to amend the Arrangement currency value from AUD to USD. The value of the Arrangement will be USD1,900,000 (GST not applicable) and payment is to be made in two tranches. Post has a special exemption to change the currency of this agreement, and notes that this is not standard practice but is a suitable solution to allow payment to be made in this instance.
- 11 The first tranche payment of USD1,000,000 is expected to be made within 30 days of both Donors signing the Exchange of Letters. The second tranche payment of USD900,000 is expected to be made between April and September 2025, subject to budget availability.
- 12. This change in currency from AUD to USD requires a new agreement to be created in AidWorks, and consequently, a new agreement number.

NEGOTIATION SUMMARY

- 13. The following key issues were addressed during negotiations with Jakarta Aid and Budget Management, FOS and USAID:
 - a) FOS advised Post to change the agreement currency from AUD to USD. Consultations were carried out with DVB, who advised that an amendment is needed to change the currency and a new agreement in AidWorks was required as the currency of an existing agreement cannot be changed in AidWorks.
 - b) This approach was validated by the AidWorks support team on 6 November 2024 with the advice to terminate the current Agreement (79369) and create a new agreement 79992.
 - c) USAID has agreed with the proposed currency change and value in USD.

FUNDING

- 14. The agreement value is USD1,900,000 (GST not applicable) which is approximately equivalent to AUD2,900,000 based on the current exchange rate (ROE for AUD/USD = 0.65) and will be disbursed in two tranches.
- 15. The administered funding sources have been allocated as follows:
 - a. Tranche 1 against WES Program Fund.
 - b. Tranche 2 allocated against IDX Program Fund, although other program funds (e.g. OX2 or WES) may be utilised with approval from the relevant Program Fund Owner subject to budget availability.
- 16. There is sufficient uncommitted budget available to meet the commitment. The amounts payable in under this commitment, are detailed below:

Indicative Program Fund	2024-25	2025-26	Total
WES	USD1,000,000 (Tranche 1)	-	USD1,000,000
IDX		USD900,000	USD900,000
	-	(Tranche 2)	
			USD1,900,000

17. USD900,000 or approximately equivalent to AUD1,400,000 for Tranche 2 has been allocated from the IDX Program Fund for 2025-26. However, subject to budget availability, there is flexibility to make the Tranche 2 payment in Q4 of 2024-25 from the IDX, OX2 or WES program funds with agreement from the Program Fund Owner.

Amendment Considerations

18. The following has been considered while undertaking this amendment:

		Provide a brief justification/narrative
Does the amendment significantly change the agreement requirement and/or substantially alter the cost,	No	The cost, intent and timeframes do not change

intent, timeframe? – unless provided for in the contract terms.		
Have all amendments to date (as a collective) significantly changed the agreement requirement or substantially altered the cost, intent or timeframes?	No	The cost, intent and timeframes do not change.
Is the agreement contributing to the objectives originally contracted to provide?	Yes	This amendment is only to change the currency from AUD to USD to allow the transfer the funding to USAID
Are there any risks associated with the amendment, and have they been satisfactorily mitigated?	Yes	There is a reputational risk if funds cannot be transferred. To mitigate this DFAT post works closely with FOS and USAID to ensure all information provided is correct.
Does the variation represent value for money?	Yes	The amendment does not increase value of the Arrangement
Is the performance of the supplier satisfactory?	Yes	The amendment is made prior to the commencement of the implementation

Contingent Liability Compliance

19. The proposed agreement does not contain contingent liabilities.

REVIEW

20. The draft amendment and s23 Minute have been reviewed by the Jakarta Procurement Unit (JPU) and Development Procurement Agreements and System Branch (DVB).

RECOMMENDATION

- 21. It is recommended that you approve:
 - a. a commitment of relevant money under s23 of the *Public Governance Performance and* Accountability Act 2013 (PGPA Act) valued at USD1,900,000 or equivalent to AUD2,900,000 (GST not applicable); and
 - entering into an arrangement under s32B of the *Financial Framework* (Supplementary Powers) Act 1997 (FFSP Act) valued at USD1,900,000 or equivalent to AUD2,900,000 (GST not applicable);

with USAID for USAID Indonesia Urban Resilient Water, Sanitation, and Hygiene Activity (IUWASH Tangguh) program – PAMSSANIMAS Pilot.

s 22(1)(a)(ii)

Program Manager, Climate and Infrastructure

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Date 22 November 2024
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DELEGATE APPROVAL TO COMMIT AND ENTER INTO AN ARRANGEMENT

As the responsible delegate, I confirm that this proposal is consistent with required policies and process, including the *PGPA 2013*, FFSP Act, DFAT's Finance Management Manual and DFAT's Aid Grant Policy as relevant.

In confirming this I am satisfied:

- \mathbf{Z}_{i} the services/goods are a current business requirement;
- there are sufficient funds available for the estimated costs and I hold the delegation for this level of funding;
- where the proposal contains a contingent liability, it is within my delegation under s60 of the PGPA Act;
- that the negotiation process has sufficiently mitigated risks and I am satisfied with the overall level of risk posed to the Commonwealth;
- $\mathbf{Z}_{\mathbf{z}}$ the proposed agreement is not inconsistent with Commonwealth policy;
- I do not stand to make a personal gain, monetary or otherwise and there is no real or perceived conflict of interest; and
- that over the life of the agreement I will ensure that there are appropriate resources committed to managing the contract including risk management and meeting mandatory reporting requirements.

APPROVED / NOT APPROVED / DISCUSS

s 22(1)(a)(ii)

A/g Counsellor, Climate and Infrastructure

26 November 2029

Date

s 33(a)(iii), s 33(b) - document 2 is exempt and the following pages (7 to 11) have been removed.

ARRANGEMENT ON DELEGATED CO-OPERATION

between

The Government of Australia represented by the Australian Department of Foreign Affairs and Trade (DFAT)

AND

The Government of the United States of America represented by the United States Agency for International Development (USAID)

Regarding support to

USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh)--PAMSSANIMAS Pilot

> DFAT Arrangement Number: 79369 XXX

USAID's Indonesia Resilient Urban Water, Sanitation and Hygiene Activity (IUWASH Tangguh) project works at the national level and across 38 municipalities in ten provinces in Indonesia. DFAT and USAID (the Donors) have decided to cooperate on the Government of Indonesia's PAMSSANIMAS (Community Based Rural Drinking Water, Domestic Wastewater, and Solid Waste) Pilot under USAID's IUWASH Tangguh project. The PAMSSANIMAS Pilot will be undertaken in South Sulawesi and Central Java. through December 31, 2026, as set forth in Attachment 1, which attachment is incorporated herein by reference and made a part of this Arrangement. The PAMSSANIMAS Pilot will be implemented by USAID (the Lead Donor), which will administer and manage the contribution of DFAT (the Co-Donor) as specified in this Arrangement on Delegated Co-operation (this Arrangement).

This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the PAMSSANIMAS Pilot under USAID's IUWASH Tangguh project (the **Activity**).

The Co-Donor wishes to channel its support through the Lead Donor, who will be responsible for administering the funding of both Donors as specified in this Arrangement.

The Lead Donor has partnered with DAI (the **Implementing Partner**) to implement its IUWASH Tangguh project, including the Activity under a contract (the **Activity Contract**).

Respect for human rights, democratic principles, the rule of law and good governance will constitute essential elements of this Arrangement and implementation of the Activity.

The arrangements for this delegated co-operation are as follows:

Paragraph I: Scope and Objectives

- The objective of this Arrangement is to improve donor coordination and harmonization through delegated cooperation, thereby reducing the administrative burden and enhancing the efficiency of the Donors' development cooperation.
- 2. The Lead Donor will manage and administer the Activity Contract as it considers necessary to achieve the objectives of the Activity.
- Specifically, the Co-Donor funds will be used by the Lead Donor to support the Activity (i.e., the Government of Indonesia's PAMSSANIMAS Pilot), as set forth in Attachment 1.

Paragraph II: Contributions of the Donors

 During the period from signing this Arrangement to December 31, 2026, and subject to the availability of funds under the relevant financial, legal, and regulatory provisions and procedures of each Donor, and approval of each Donor to proceed, the Donors will provide funding not exceeding the amount for the relevant year set forth below (collectively the Contribution or Contributions), which Contributions will be used exclusively to fund the Activity.

Estimated Contributions to the Activity

2024 -	2026
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Sector States In States	2023/2024	2024/2025	Total
Lead Donor (USAID): USD	200,000	208,861.96	408,861.96
Co-Donor (DFAT): AUD -Cash contribution*	2,900,000	N/A	2,900,000

*Co-donor's Contribution in AUD2,900,000 is estimated to be approximately USD1,900,000.

2. The Co-Donor will provide a maximum of AUD2,900,000 (the Co-Donor's Contribution) to the Lead Donor, under the terms of this Arrangement. The Contributions of each Donor are subject to the availability of funds and the respective financial, legal and regulatory provisions and procedures applicable to each Donor, and the approval of each Donor to proceed.

- The Co-Donor's Contribution will be converted into the Lead-Donor's currency at the spot exchange rate on the date that the Co-Donor's Contribution is received in the Lead Donor's bank account.
- 4. Upon completion of this arrangement, any remaining Activity funds in the bank account of the Lead Donor will be refunded to the Co-Donor. In respect of funds already disbursed or irrevocably committed, the Lead Donor's repayment to the Co-Donor will be limited by this amount.
- 5. All relevant calculations and any relevant refund will be made back to the Codonor in the Lead Donor's currency.

Paragraph III: Co-operation and Representation

- The Lead Donor will administer the Activity and manage the Contributions, in accordance with this Arrangement, the Lead Donor's prevailing general principles, policies and guidelines for development assistance, and the provisions of the Activity Contract.
- The Lead Donor will promptly inform the Co-Donor if it becomes aware of any matter that interferes or threatens to interfere with the successful implementation of aspects of the Activity that the Co-Donor's Contribution supports.

The Lead Donor will consult with the Co-Donor in case changes occur which adversely affect those portions of the Activity supported by the Co-Donor's Contribution or this Arrangement. The Lead Donor will also consult with the Co-Donor before making any decision of principle that will adversely affect the Activity Contract (e.g. before suspension, termination, or amendment) thereby substantially impacting performance of aspects of the Activity that the Co-Donor's Contribution supports. The Donors will meet once a year (the Annual Donor Meeting) to discuss the progress of the Activity and the cooperation between the Donors. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting and send the draft for comments and approval to the Co-Donor within two weeks after the meeting.

4

Moreover, the Co-Donor may at any time request a meeting with the Lead Donor to discuss the progress and plans of those aspects of the Activity that the Co-Donor's Contribution supports and to discuss the cooperation between the Donors.

- 3. Subject to applicable law, the Co-Donor will be given access, whenever requested, to all relevant documentation and information in the possession of the Lead Donor pertaining to the Lead Donor's administration of the Co-Donor's Contribution and implementation of those aspects of the Activity that the Co-Donor's Contribution supports, not including the Activity Contract or information that is proprietary to the Implementing Partner. Where the Co-Donor seeks access to information, it will give the Lead Donor ten (10) working days' notice, describing the information sought. The Lead Donor will provide the information requested within ten (10) working days of being given notice or as otherwise agreed by the Donors.
- 4. The Lead Donor will give appropriate publicity to aspects of the Activity that the Co-Donor's Contribution supports and will appropriately acknowledge the Co-Donor's Contribution in any publicity material, media reporting and annual reports. In doing so, the Lead Donor will make it clear that it is responsible for the implementation and administration of the Activity and Activity Contract. Whether the Lead Donor may use the Co-Donor's name, logo design or branding will be jointly determined between the Donors as required, and as allowable under the Activity Contract.
- 5. All formal notices under this Arrangement will be sent by e-mail, mail, or be hand delivered, to the following addresses, or to such other address or person as one Donor may specify by notice in writing to the other.

For the Lead Donor:

To: USAID IUWASH Tangguh Contracting Officer Representative Postal Address: Office of Environment, USAID/ Indonesia Street Address: Jalan Medan Merdeka Selatan 3-5, Jakarta 10110 Telephone: s 47F(1)

Email: s 47F(1)

For the Co-Donor:

To: s 22(1)(a)(ii) , Counsellor Climate and Infrastructure Postal Address: Australian Embassy Jakarta Street Address: JI. Patra Kuningan kav 1-4, Jakarta Selatan 12940 Email: s 22(1)(a)(ii) @dfat.gov.au

Paragraph IV: Disbursements

- The Co-Donor will transfer the first tranche of its Contribution to USAID within 30 days of both Donors signing this Arrangement, pursuant to the fund transfer instructions in this Paragraph. Availability of the Contribution (and thus disbursement) is subject to Parliamentary appropriation.
- There are two methods for sending electronic funds Fedwire and SWIFT (Society for Worldwide Interbank Financial Telecommunication). Before sending funds electronically to the Lead Donor using either method, the Co-Donor will send an email to \$47F(1) and \$47F(1)

Lead Donor in writing) that contains the following information:

a)	Co-Donor:	DFAT
a,	00-00101.	DIAI

- b) Project name: USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity
- c) Recipient country: Indonesia
- d) Amount: AUD2,900,000
- e) Number of tranches: 01
- f) Approximately date that funds will be sent to USAID: early April 2024
- g) Attachment of a copy of the signed Delegated Cooperation Arrangement
- 3. Upon receiving the information, a notification will be sent to Co-donor with a USAID CONTROL NUMBER (i.e. GD-20XX-XXX) for Beneficiary Info as

directed below. This will allow USAID to properly identify the funds once received and credit the proper account within USAID.

s 47E(d)

- 4. The Co-Donor will disburse its contribution to the Lead Donor's bank account, using the above information, within thirty (30) days upon approval of the disbursement requests from the Lead Donor. The Lead Donor will confirm receipt of the Co-Donor's contribution in writing.
- Subject to Paragraphs 1, 2, and 3 above, to enable the Lead Donor to meet its obligations to the Implementing Partner in a timely manner, the Lead Donor will request that the Co-Donor disburse its contributions before the relevant activities begin.

Paragraph V: Reporting and Audit

 A copy of the following documentation, when provided to the Lead Donor, will be submitted to the Co-Donor for information:

- a) the Implementing Partner's strategy, as it is relevant to those aspects of the Activity that the Co-Donor's Contribution supports, including the Initial Implementation Workplan, Annual Workplans, results measurement table, monitoring and evaluation framework, pilot programme risk register (i.e., any table to identify, assess, and mitigate climate, environmental, political, and/or other risks that may affect activity implementation), and budget;
- b) reports relevant to those aspects of the Activity that the Co-Donor's Contribution supports, including quarterly progress reports, annual progress reports and a final completion report detailing the key outcomes, development impact and lessons learnt; and
- c) a final financial statement of Co-Donor's Contribution.
- 2. At the same time the Lead Donor will submit to the Co-Donor for information:
 - a) the Lead Donor's review of the documentation referred to in Paragraph
 V, Section 1, if any, including any key issues and strategic matters that
 may be discussed with the Implementing Partner; and
 - b) the Lead Donor's technical direction conveyed in its meetings with the Implementing Partner, to the extent it is relevant to those aspects of the Activity that the Co-Donor's Contribution supports, highlighting key issues and strategic matters which the Lead Donor plans to discuss with Co-Donor and Government of Indonesia (GOI) respectively.
- The Lead Donor will further submit to the Co-Donor for information, as soon as it is available, a copy of the agreed actions in the quarterly progress reports, which reports are referred to in Paragraph V, Section 1(b).
- 4. If a review or evaluation of the aspects of the Activity that the Co-Donor's Contribution supports is carried out, the following will be submitted to the Co-Donor for information:
 - a) prior to the review or evaluation of the Activity, a copy of the draft Terms of Reference;
 - b) a copy of the review or evaluation report;

- c) any comments by the Implementing Partner on the review or evaluation report;
- d) the Lead Donor's assessment of the review or evaluation report; and
- e) any suggestions for follow-up actions.
- 5. Without limiting Paragraph II, Section 2, within six months after the end of the Lead Donor's financial year, each year the Lead Donor will submit to the Co-Donor a financial statement showing, as per the end of the previous financial year, funds received from the Co-Donor, funds disbursed to the Implementing Partner or paid to any third party, each Donor's Contribution to the disbursements and the balance of the Contribution carried over to the following year. The financial statement will be in the currency of the Lead Donor.
- The Co-Donor's Contribution will be covered by the Lead Donor's audit requirements to the Implementing Partner. A copy of such audit, and of all other audit reports relating to the Co-Donor's Contribution, will be provided to the Co-Donor.
- 7. The Co-Donor may audit the Lead Donor's expenditure of the Co-Donor's Contribution, and/or the Activity as it relates to the Co-Donor's Contribution. The Lead Donor will allow the Co-Donor, or any agent acting on behalf of the Co-Donor, to carry out any such audit(s) and will co-operate with any on-site audit and investigations by making available all records and accounts relating to any such audits. The Co-Donor confirms that it will bear and pay all the costs and expenses it suffers or incurs in connection with any such audits, which will be additional and separate to the Contribution.
- The Lead Donor will preserve its financial records for the Activity and the Activity Contract for the minimum period specified in the Lead Donor's national legislation (or regulations) pertaining to the preservation of official records.

Paragraph VI: Reservations

1. The Donors will endeavor to reach a joint position on how to handle the matter if the Co-Donor is of the opinion that its contribution has not been, or will not be, used and/or accounted for as described in this Arrangement or the Activity Contract, including if one or more of the Donors is of the opinion that political changes have occurred which would negatively affect the achievement of the objective and aim of the Activity, including as described or referred to in Paragraph I, Section 1. In such circumstances, the Donors may mutually decide, without affecting other actions, that the Lead Donor will:

(a) withhold or suspend any future disbursements to the Implementing Partner; and/or

(b) subject to the terms of the Activity Contract, take reasonable steps to reclaim all or part of the funds already disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) reclaim all or part of the funds not yet irrevocably committed by the Implementing Partner to the Activity.

- If the Donors are unable to reach a joint position on how to handle any matter mentioned in Section 1 above, the Co-Donor may, without affecting other actions, decide to:
 - a) withhold or suspend any future disbursements to the Lead Donor;
 - b) reclaim any Contribution transferred to the Lead Donor but not yet disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) not yet irrevocably committed by the Implementing Partner to the Activity; and/or
 - c) request, in respect of its Contribution, that the Lead Donor takes any such action as mentioned in Section 1 above towards the Implementing Partner.
- If, in the view of the Co-Donor, the Lead Donor does not appropriately implement the Activity in accordance with this Arrangement, the Co-Donor may, without affecting other actions, after consultations with the Lead Donor, by notice in writing:
 - a) withhold or suspend any future disbursements to the Lead Donor;

- b) reclaim all or part of funds already disbursed to the Lead Donor but not yet disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) not yet irrevocably committed by the Implementing Partner to the Activity; and/or
- c) terminate this Arrangement.
- 4. In the event of suspension of this Arrangement, the Activity, or the Activity Contract, the Donors will endeavor to reach a mutual understanding on how best to resume the Activity to ensure its completion.
- 5. In the event of termination of this Arrangement, the Donors will consult each other on how to bring this Arrangement to an orderly and reasonable end.
- 6. The Lead Donor will inform the Implementing Partner immediately in writing of any action taken under this Paragraph and will take any necessary actions in respect of the Activity Contract, including termination or reduction in scope.
- 7. Where the Activity Contract and/or this Arrangement is terminated, the Lead Donor will take all reasonable steps to repay to the Co-Donor any part of the Co-Donor's Contribution transferred to the Lead Donor but not disbursed or irrevocably committed under the Activity Contract. In accordance with the provisions of the Activity Contract, the Lead Donor will take reasonable steps to reclaim any part of the Co-Donor's Contribution paid to the Implementing Partner which has not been paid in satisfaction of duties already performed or debts already incurred in respect of the Activity.
- 8. Neither Donor will be responsible for any failure to do, or for any delay in doing, something under this Arrangement where the cause of such failure or delay is beyond that Donor's reasonable control. The Donor claiming a suspension for this reason will immediately give written notice to the other Donor in accordance with Paragraph III, Section 7.

Paragraph VII: Duration, Termination, Amendment, Differences, and Status

- The delegated co-operation under this Arrangement will start on the date this Arrangement is signed by both Donors and will end on December 31, 2026 (the End Date) unless the Donors decide to modify the end date in advance of this date in accordance with Paragraph VII, Section 2 or Section 3. If the Donors sign this Arrangement on different dates, this Arrangement will start on the date of the later signature.
- The Donors may decide to extend this Arrangement by way of an exchange of letters in writing signed by the Donors.
- 3. No modification to this Arrangement (which may be made by an exchange of letters) will be effective unless it is approved by the Donors in writing.
- 4. Each Donor may terminate this Arrangement upon 90 days' written notice to the other Donor.
- 5. If any difference arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.
- 6. This Arrangement does not evidence or record a legally-binding agreement of any kind between the Donors, is not intended by either Donor to be a waiver, express or implied, of any privileges enjoyed by either of them under national or international law, nor is it a submission to the jurisdiction of any court or other judicial or dispute resolution forum and will not give rise to any legal process.

Paragraph VIII: Compliance with laws

 The Implementing Partner will be required to always act lawfully and to abide by all local and international laws relevant to the Activity, as set forth in the Activity Contract.

Paragraph IX: Sanctions

- 1. Recognizing the duty of each Donor (including under the International Convention for the Suppression of the Financing of Terrorism 1999 (Convention), various United Nations Security Council (UNSC) Resolutions and each Donor's domestic legislation) to take measures to prevent the financing of terrorists and other sanctioned individuals or entities, the Lead Donor will take reasonable precautions and exercise due diligence, consistent with its standard practices and existing legal requirements, to ensure that Activity funds are used by the Implementing Partner, in accordance with the Activity Contract or other relevant arrangements or agreements and are not diverted to terrorists or other sanctioned individuals or entities designated as such in accordance with the Convention, UNSC Resolutions or the Lead Donor's domestic legislation.
- 2. The Lead Donor will inform the Co-Donor in a timely manner if, during the course of this Arrangement, the Lead Donor becomes aware that the Co-Donor's Contribution has been used for the purpose of any payment to individuals or entities, or to facilitate the import or export of goods, if such payment, import or export is prohibited by a decision of the UNSC taken under Chapter VII of the Charter of the United Nations or under the Lead Donor's domestic legislation (including sanctions and counter-terrorism laws).
- 3. The Lead Donor will take reasonable steps, consistent with its standard practice and existing legal requirements, to ensure that the Activity Contract and other relevant arrangements or agreements require that the Implementing Partner takes reasonable precautions and exercises due diligence to ensure that the Co -Donor's Contribution is not provided, directly or indirectly, to individuals or entities, or to facilitate the import or export of goods, if such payment, import or export, to the Implementing Partner's knowledge or belief, is prohibited by a decision of the UNSC taken under Chapter VII of the Charter of the United Nations or under the Lead Donor's domestic legislation (including sanctions and counter-terrorism laws).

X: Fraud

1. The Donors are respectively committed to undertaking activities, when appropriate and acceptable, to prevent, detect and substantiate fraud and corruption.

- 2. The Implementing Partner will be required to adhere to the Lead Donor's policies regarding the prevention, detection and substantiation of fraud and corruption.
- 3. Subject to its standard practice and existing legal requirements, the Lead Donor will advise the Co-Donor of any detected, suspected, or attempted fraud concerning the implementation of the Activity of which the Lead Donor becomes aware and will keep the Co-Donor informed of any action taken.
- 4. For the purposes of this paragraph, "fraud" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

XI: Anti-corruption

- The Lead Donor will take reasonable steps to ensure the Activity Contract prohibits the Implementing Partner from receiving or seeking to receive any offer, gift or payment, or benefit of any kind, either directly or indirectly, which could be construed as an illegal or corrupt act.
- Subject to its standard practice and existing legal requirements, the Lead Donor will advise the Co-Donor of any such illegal or corrupt acts concerning the implementation of the Activity of which it becomes aware and will keep the Co-Donor informed of any action taken.

XII: Social and environmental safeguards

 Consistent with the Activity Contract, the Implementing Partner will be required to adhere to the Lead Donor's general principles, policies and guidelines in relation to social and environmental safeguards, including but not limited to, child protection, the prevention of sexual exploitation, abuse and harassment, gender equality and inclusive development, countering trafficking in persons, environmental protection, displacement and resettlement, the identification, quantification and reporting of carbon emissions, Indigenous Peoples' health and safety and the health and safety of the people involved in the implementation of the Activity.

 Subject to those principles, policies and guidelines, the Lead Donor will advise the Co-Donor of any alleged breaches of its general principles, policies and guidelines in relation to social and environmental safeguards-to the extent relevant to those aspects of the Activity which the Co-Donor's Contribution supports-and will investigate any such alleged breaches in accordance with its standard practices.

The undersigned have signed this Arrangement in two originals in the English language.

For the (Lead Donor) represented by For the (Co-Donor) represented by USAID DFAT s 47F(1)

s 22(1)(a)(ii)

Position: Mission Director Date: 5/21/24 Position: Counsellor Climate and Infrastructure Date: <u>17 May 2024</u>

ATTACHMENT 1 - ACTIVITY PROPOSAL

- 1. **Start date:** The Co-Donor's obligations in relation to the Activity will start on the date that this Arrangement is signed.
- 2. End date: The Activity will end on December 31, 2026
- 3. Geographical coverage: Two provinces in South Sulawesi (Maros and Takalar) and Central Java (Karanganyar, Sukoharjo)
- 4. Total value: \$408,861.96 (USAID Lead Donor), AUD2,900,000 inclusive GST (DFAT Co-Donor)
- 5. Activity Description:

PAMSSANIMAS Pilot Activity

The DFAT Climate Resilient Communities PAMSSANIMAS Pilot Activity is a significant extension of the USAID IUWASH Tangguh project, launched in April 2022, to incorporate climate resilience into community water and sanitation systems, particularly in peri-urban areas. The Detailed Activity Proposal will further outline the integration of DFAT's initiatives with the ongoing objectives of USAID IUWASH Tangguh, which operates across 38 cities and districts in 10 provinces.

The initiative emphasizes enhancing access to climate-resilient, poor-inclusive drinking water and sanitation services, improving water resources management for resilient drinking water services, and boosting women's participation and leadership in WASH and WRM sectors. It introduces innovative approaches, including the Hydrodoser for safe drinking water chlorination and RPAM for community-based WASH systems' efficiency, as well as activities focused on solid waste management.

Expanded Activities – In Support of PAMSSANIMAS: A new Objective 5 is proposed to address the unique challenges of peri-urban areas, focusing on piloting integrated water and sanitation systems. The pilot aims to demonstrate a scalable and replicable model for similar settings, focusing on community engagement, infrastructure development, and management practices for sustainable solutions.

Implementation Phases:

- 1. Site Selection: Identifying peri-urban villages for the pilot, considering factors like local government commitment and community readiness.
- 2. Guideline Development: Updating norms, standards, and creating a comprehensive community development guide.
- Recruitment of Facilitators: Hiring facilitators to implement the community development module and technical guidelines.
- Capacity Building: Training facilitators and government representatives on technical, empowerment, and financial aspects to strengthen local partners institutions to support the community-based approach of pilot PAMSSANIMAS activities.

 Piloting PAMSSANIMAS: Launching pilot projects in selected districts, focusing on construction planning, community engagement, and infrastructure development.

Key Tasks:

- Pre-Construction Planning: Engaging communities through socialization and participatory assessments.
- Construction and Supervision: Managing procurement, construction methodologies, and quality supervision.
- Post-Construction Support: Ensuring operational efficiency and maintenance, developing SOPs, and implementing the Water Safety Plan (RPAM).
- Institutional Strengthening to Support Community-Based Approaches: Develop and implement comprehensive training programs for local WASH institutions (PDAM or UPTS) to strengthen operational capacities to scale-up the PAMSSANIMAS approach to support increased access to safely managed drinking water and sanitation services. This includes training on water safety planning guidelines, facilitating operational cooperation with PDAM for sustainable service delivery, and integrating climate-resilient practices and SOPs into community-based SPAM modules. Strengthen linkage between UPTD and CBOs to support regular desludging, sanitation services vulnerability assessments (SSVAs), and action plans.

Final Evaluation: The activity concludes with a comprehensive evaluation to assess impact, sustainability, and areas for improvement. This will involve stakeholder learning events, examination of community participation, project management efficiency, and beneficiary satisfaction.

This ambitious integration aims to enhance access to safe water and sanitation, ensure the sustainability of WASH services, and foster community resilience against climate variability and change. DFAT - RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) Document 3 LEX 12339

s 47E(d)

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s 22(1)(a)(ii)

From: Sent: To: Cc: Subject: s 22(1)(a)(ii) Thursday, 25 January 2024 4:46 PM s 22(1)(a)(ii)

RE: CRC Investment in Indonesia [SEC=OFFICIAL]

OFFICIAL

Thanks ^{\$ 22(1)(a)(ii)} Please proceed with discussions on the concept. I note it's unlikely we'd provide additional funding from the bilateral program.

s 47C(1), s 47E(d)

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

A/g Counsellor, Climate and Infrastructure Australian Embassy Jakarta Office Phone: s 22(1)(a)(ii) Mobile s 22(1)(a)(ii) Email s 22(1)(a)(ii) @dfat.gov.au www.indonesia.embassy.gov.au | * @DubesAustralia | Australian Embassy Jakarta

From: s 22(1)(a)(ii)@dfat.gov.au>Sent: Thursday, January 11, 2024 1:20 PMTo: s 22(1)(a)(ii)@dfat.gov.au>Cc: s 22(1)(a)(ii)@dfat.gov.au>; s 22(1)(a)(ii)Subject: CRC Investment in Indonesia [SEC=OFFICIAL]

@dfat.gov.au>

OFFICIAL

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

As discussed yesterday, I write to seek your approval to commence negotiations with USAID and Bappenas to support a Climate Resilience Community pilot program that aims to support GOI to pilot an approach to increase community resilience to adapt and mitigate the impact of climate change.

Funds is available from DFAT Climate Resilience Community investment, they have allocated \$2.5 million this in this financial year. This will require co-contribution either from GOI, other development partners or Indonesia Bilateral program.

We are exploring potential collaboration with USAID to implement a pilot through their IUWASH Tangguh program. DFAT and USAID have common interest to support Indonesia in strengthening community resilience from impact of climate change. The objective of the pilot is to assist Local Government in the planning, training, and implementation of climate resilience community WASH program. IUWASH Tangguh is already working in 38 local governments across 10 Indonesia provinces, the pilot will select locations based on 1) climate change vulnerability assessment, 2) local government commitment to allocate budget and 3) readiness to implement the pilot.

DFAT - RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) Document 4

LEX 12339

This proposed collaboration between DFAT and USAID has the potential to strengthen coordination between likeminded donors, highlight our common interest in the sector, and present opportunities for public diplomacy for both partners. Resources required from DFAT Jakarta Post to manage this partnership will be minimal, we anticipate around 5 days of Unit Manager time and up to 7 days of Program Manager time over the course of 12-18 months.

s 47E(d)

Please let me or Fenni know if you need more information.

Kind regards, s 22(1)(a)(ii)

Unit Manager, Water and Sanitation Infrastructure (Development Cooperation) Australian Embassy Jakarta T | s 22(1)(a)(ii) M | s 22(1)(a)(ii) www.indonesia.embassy.gov.au Web | Twitter | YouTube | Flickr



Australian Government

Department of Foreign Affairs and Trade

MINUTE – APPROVAL TO COMMIT AND ENTER INTO AN AMENDMENT

Subject:	Approval To Commit and Enter into an Amendment for Delegated Co-operation Arrangement No 79369 with USAID on Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh) – PAMSSANIMAS Pilot			
For	s 22(1)(a)(ii) A/g Counsellor Climate and Infrastructure Section, Economic Investment and Infrastructure (EII) Branch.			
Through:	 s 22(1)(a)(ii) Director, Climate Integration and Programming Section, Climate Resilience and Finance Branch, Climate Diplomacy and Development Finance Division (CSD); s 22(1)(a)(ii) First Secretary, Climate and Infrastructure, Ell Branch, Jakarta Post^s 22(1)(a)(ii) 			
Available funding:	AUD2,900,000			
Current Period and Value	Current Period: 21 May 2024 to 31 December 2026 Current Value: AUD2,900,000 (GST not applicable)			
Amendment Period and Value	No change to period and value.			
Revised Total Period and Value	Revised Total Period: 21 May 2024 to 31 December 2026 Revised Total Value: AUD2,900,000 (GST not applicable)			
Attachments	 Exchange of Letters, for your signature Minute (s23 / s32B) to commit and enter into an arrangement for DCA with USAID Arrangement on Delegated Co-Operation (No.79369) between DFAT and USAID 			

PURPOSE

- 1. This minute seeks your approval for:
 - a. a commitment of relevant money under s23 of the *Public Governance Performance* and Accountability Act 2013 (PGPA Act) valued at AUD2,900,000 (GST not applicable) for 2 years and 7 months; and
 - b. entering into an arrangement under s32B of the *Financial Framework (Supplementary Powers) Act 1997* (FFSP Act);

BACKGROUND

- On 21 May 2024, DFAT entered into a Delegated Co-Operation Arrangement (DCA) with the United States Agency for International Development (USAID) for the Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh) – PAMSSANIMAS Pilot.
- Under the DCA, the PAMSSANIMAS Pilot will be implemented in South Sulawesi and Central Java, under the USAID IUWASH Tangguh project. The pilot will incorporate climate resilience into community water and sanitation systems in the target locations.

AMENDMENT DETAILS

4. This Amendment is to amend Paragraph II: Contributions of the Donors, and Paragraph IV: Disbursements, in Arrangement No. 79369 on Delegated Co-Operation between DFAT and USAID. This amendment is to allow for a new payment schedule.

s 47E(d)

- The payment schedule now needs to be adjusted and through discussions with CSD and USAID, it has been agreed that the funds of AUD2,900,000 will be disbursed in two tranches.
- The first tranche payment of AUD1,500,000 is expected to be made within 30 days of both Donors signing the Exchange of Letters. The second tranche payment of AUD1,400,000 is expected to be made between April and September 2025, subject to budget availability.

NEGOTIATION SUMMARY

s 47E(d)

11. All other items remain the same.

FUNDING

- 12. Following negotiations, the value of the agreement remains AUD2,900,000 (GST not applicable) to be disbursed in two tranches.
- 13. The administered funding has been allocated as follows:
 - a. Tranche 1 against WES Program Fund.
 - b. Tranche 2 allocated against IDX Program Fund, although other program funds (e.g. OX2 or WES) may be utilised with approval from the relevant Program Fund Owner subject to budget availability.
- 14. There is sufficient uncommitted budget available to meet the commitment. The amounts payable in under this commitment, are detailed below:

Indicative Program Fund	2024-25	2025-26
WES	AUD1,500,000 (Tranche 1)	-
IDX	-	AUD1,400,000 (Tranche 2)

15. AUD1,400,000 for Tranche 2 has been allocated from the IDX Program Fund for 2025-26. However, subject to budget availability, there is flexibility to make the Tranche 2 payment in Q4 of 2024-25 from the IDX, OX2 or WES program funds with agreement from the Program Fund Owner.

Amendment Considerations

16. The following has been considered while undertaking this amendment:

		Provide a brief justification/narrative
Does the amendment significantly change the agreement requirement and/or substantially alter the cost, intent, timeframe? – unless provided for in the contract terms.	No	The cost, intent and timeframe do not change.
Have all amendments to date (as a collective) significantly changed the agreement requirement or substantially altered the cost, intent or timeframes?	NA	This is the first amendment
Is the agreement contributing to the objectives originally contracted to provide?	Yes	The amendment only changes schedule of payments. Objectives remain the same.
Are there any risks associated with the amendment, and have they been satisfactorily mitigated?	Yes	The original DCA stipulates that a full payment will be made in one tranche. The amendment will change the payment into two tranches. There is a risk that transfer of second tranche payment may be delayedWe will work closely with

		USAID to mitigate any risk related to payment delay.
Does the variation represent value for money?	Yes	The amendment does not increase value of the Arrangement
Is the performance of the supplier satisfactory?	Yes	This amendment is made prior to commencement of the implementation.

Contingent Liability Compliance

17. The proposed agreement does not contain contingent liabilities.

REVIEW

 The draft amendment and s23/s32B Minute has been reviewed by the Jakarta Procurement Unit and Development Procurement, Agreements and Systems Branch (DVB)

RECOMMENDATION

19. It is recommended that you approve:

- a. a commitment of relevant money under s23 of the *Public Governance Performance and Accountability Act 2013* (PGPA Act) valued: AUD2,900,000 (GST not applicable); and
- entering into an arrangement under [s32B of the Financial Framework (Supplementary Powers) Act 1997 (FFSP Act) valued at AUD2,900,000 (GST not applicable)

with USAID for USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh) program – PAMSSANIMAS Pilot

s 22(1)(a)(ii)

9

Program Manager, Climate and Infrastructure

August 2024

Date

DELEGATE APPROVAL TO COMMIT AND ENTER INTO AN ARRANGEMENT

As the responsible delegate, I confirm that this proposal is consistent with required policies and process, including the *PGPA 2013*, FFSP Act, DFAT's Finance Management Manual and DFAT's Aid Grant Policy as relevant.

In confirming this I am satisfied:

- where the proposal contains a contingent liability, it is within my delegation under s60 of the PGPA Act;
- that the negotiation process has sufficiently mitigated risks and I am satisfied with the overall level of risk posed to the Commonwealth;
- If the proposed agreement is not inconsistent with Commonwealth policy;
- I do not stand to make a personal gain, monetary or otherwise and there is no real or perceived conflict of interest; and
- that over the life of the agreement I will ensure that there are appropriate resources committed to managing the contract including risk management and meeting mandatory reporting requirements.

APPROVED NOT APPROVED / DISCUSS

s 22(1)(a)(ii)

Counsellor, Climate and Infrastructure

14 August 2024

Date

s 33(a)(iii), s 33(b) - Pages (37-45) exempt and the following pages removed DFAT - RELEASED UNDER THE FREEDOM OF INFORMATION ACT 1982 (CTH) Document 6 LEX 12339

s 22(1)(a)(ii)

s 22(1)(a)(ii)		
Monday, 24 March 2025 4:59 PM		
Media		
s 22(1)(a)(ii) Elizabeth Le Bas; s 22(1)(a)(ii)		
Natalie Cohen; Dougal McInnes; Madeleine Moss; Matthew Harding; ^{*22}		
Catherine Gill; s 22(1)(a)(ii)	Clare Duffield; <mark>s 22(1)(a)(ii)</mark>	
Jonathan Gilbert; <mark>s 22(1)(a)(ii)</mark>		
RE: **Media Enquiry for Action** <mark>S 47F(1)</mark> contributions [SEC=OFFICIAL]	/ABC - USAID funding	
	Monday, 24 March 2025 4:59 PM Media s 22(1)(a)(ii) Elizabeth Le Bas; s 22(1)(a)(ii) Natalie Cohen; Dougal McInnes; Mac Catherine Gill; s 22(1)(a)(ii) Jonathan Gilbert; s 22(1)(a)(ii)	

OFFICIAL

Hi MLS

See response cleared by FAS PRD (and consulted with USB and INB/Jakarta post) below.

//

<u>Clearing SES</u> Name: Natalie Cohen Title: FAS PRD Best contact number: \$ 22(1)(a)(ii) /\$ 22(1)(a)(ii)

s 47C(1), s 47E(d)

s 33(a)(iii), s 33(b), s 47E(d)

Kind regardss 22(1)(a)(ii)

s 22(1)(a)(ii)

Director | Development Effectiveness and Enabling Division (PRD) Department of Foreign Affairs and Trade Ts 22(1)(a)(ii) | Ms 22(1)(a)(ii)

s 22(1)(a)(ii) - Pages (47-49) irrelevant and the following pages removed

s 22(1)(a)(ii)

From: Sent: To:	Natalie Cohen Tuesday, 25 March 2025 2:56 PM <mark>s 22(1)(a)(ii)</mark>
Cc:	Clare Duffield; Lauren Bain; Angela Robinson; James O'Brien; <mark>s 22(1)(a)(ii)</mark> ; Elizabeth Wilde; Anna Oldmeadow; Sally-Anne Henfry; Matthew Harding; Jamie Isbister
Subject:	Funding agreements - funding with the US [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

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

Further to our discussion last night about agreements where the US is holding funds paid in by Australia, there are only two instances that we are aware of, set out below. It's possible we may become aware of another as we scan through the full portfolio of investments – will update you in that case.

1. DFAT paid USD 1 million to USAID for a delegated cooperation agreement supporting an **Indonesian** water and sanitation project in December 2024.^s 33(a)(iii), s 33(b)

USAID has since advised they are waiting for the result of the review and would provide further updates by 20 April. In the meantime, we are working on a formal request in writing for the return of the funds should the project be confirmed as not going ahead.

s 22(1)(a)(ii)

s 47C(1)

s 22(1)(a)(ii)

Thanks Nat

Natalie Cohen

First Assistant Secretary Development Effectiveness and Enabling Division (PRD) Australian Department of Foreign Affairs and Trade $P \le 22(1)(a)(ii)$ | M $\le 22(1)(a)(ii)$

s 22(1)(a)(ii)

From:
Sent:
То:
Cc:
Subject:
Attachments:

s 22(1)(a)(ii) Friday, March 7, 2025 5:04 PM s 22(1)(a)(ii) s 22(1)(a)(ii) FW: s 47C(1) [SEC=OFFICIAL] s 22(1)(a)(ii)

OFFICIAL

Hi Team

Could you please assist, thank you.

Kind regards,

s 22(1)(a)(ii)

 From: \$ 22(1)(a)(ii)
 @dfat.gov.au>

 Sent: Friday, March 7, 2025 1:38 PM

 To: \$ 22(1)(a)(ii)
 @dfat.gov.au>

 Cc: \$ 22(1)(a)(ii)
 @dfat.gov.au>; \$ 22(1)(a)(ii)

 @dfat.gov.au>
 Subject: \$ 47C(1)

OFFICIAL

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

s 47C(1)

Background/context

- DFAT and USAID signed a delegated cooperation arrangement to pilot a community resilience (CRC) PAMSSANIMAS program co-funded by DFAT-Climate Resilience Community (CRC) Regional Fund, DFAT Indonesia Program and USAID Indonesia under s 22(1)(a)(ii)
- DFAT transferred the first tranche of USD1 million to USAID in December 2024.
- The program is initially scheduled for a kick-off event at the end January with GOI and participated local governments in two provinces (South Sulawesi and Central Java).
- The US Government issued an executive order on 20 January 2025 that "all USAID/Indonesia Implementing Partner (IP) to immediately stop, cease, and/or suspend any work being performed under your respective contract, task order, grant, cooperative agreement, or other acquisition or assistance instrument with USAID."

s 47C(1)

Thank you s 22(1)(a)(ii)

Program Manager – Infrastructure I Manajer Program - InfrastrukturAustralian Embassy Jakarta | Kedutaan Besar Australia JakartaM:s 22(1)(a)(ii) | T:s 22(1)(a)(ii)Website | X | Facebook | Instagram | LinkedIn | YouTube

BRIEF UPDATE – AS OF 28 FEBRUARY 2025

Subject: Update on Delegated Cooperation Agreement (DCA) with USAID for Implementation of The CRC - Community-based for rural water, sanitation, and solid waste management (CRC-PAMSSANIMAS) Program through USAID IUWASH Tangguh.

Program Description

Value:	DFAT contribution: USD1.9 million (consists of USD1m from CRC regional fund;			
	USD900K from Indonesia Program fund) and USAID: USD408,861.96			
Period:	May 2024 – December 2026			
Lead Donor:	USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity			
	(IUWASH Tangguh, implemented by DAI)			
Co-Donor:	DFAT CRC Regional Fund co finance with DFAT Jakarta Post			
GOI partner:	Ministry of Development Planning/BAPPENAS; sub-national government			
Geographical coverage:	Two provinces and four districts in South Sulawesi and Central Java.			
Objectives:	To support Indonesia to increase access to safely managed water, sanitation and			
	solid waste management by enhancing access to climate resilient in rural and peri			
	urban communities.			

Context

- DFAT and USAID signed a delegated cooperation arrangement to pilot a community resilience (CRC) PAMSSANIMAS program co-funded by DFAT-Climate Resilience Community (CRC) Regional Fund, DFAT Indonesia Program and USAID Indonesia.
- This program was planned to be implemented by the USAID-funded IUWASH Tangguh (implemented by DAI).
- DFAT transferred the first tranche of USD1 million to USAID in December 2024.
- The program is initially scheduled for a kick-off event at the end January with GOI and participated local governments in two provinces (South Sulawesi and Central Java).
- The US Government issued an executive order on 20 January 2025 that "all USAID/Indonesia Implementing Partner (IP) to immediately stop, cease, and/or suspend any work being performed under your respective contract, task order, grant, cooperative agreement, or other acquisition or assistance instrument with USAID."

Consequences of US freeze/pause s 33(a)(iii), s 33(b)

• The Delegated Cooperation Arrangement (DCA) has clauses that we can refer to:



- Paragraph Section VI "Reservations", section 1 that 'The Donor will endeavour to reach a joint position on how to handle the matter if the Co-Donor is of the opinion that its contribution has not been, or will not be, used and/or accounted for as described in this Arrangement or the Activity Contract, including if one or none of the Donors is of the opinion that the political changes have occurred which would negatively affect the achievement of the objective and aim of the Activity, including as describe or referred to in Paragraph 1, Section 1.
- Paragraph VII, Clause 7: "Where the Activity Contract and/or this Arrangement is terminated, the Lead Donor will take all reasonable steps to repay the Co-Donor any part of the Co-Donor's contribution transferred to the Lead Donor but not disbursed or irrevocably committed under the Activity Contract."

s 47E(d)

Drafted by s 22(1)(a)(ii) Program Manager Infrastructure, cleared by s 22(1)(a)(ii) , Unit Manager Infrastructure DFAT Jakarta

LEX 12339

ARRANGEMENT ON DELEGATED CO-OPERATION

between

The Government of Australia represented by the Australian Department of Foreign Affairs and Trade (DFAT)

AND

The Government of the United States of America represented by the United States Agency for International Development (USAID) Regarding support to

USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity (IUWASH Tangguh)--PAMSSANIMAS Pilot

> DFAT Arrangement Number: 79369 XXX

USAID's Indonesia Resilient Urban Water, Sanitation and Hygiene Activity (IUWASH Tangguh) project works at the national level and across 38 municipalities in ten provinces in Indonesia. DFAT and USAID (the Donors) have decided to cooperate on the Government of Indonesia's PAMSSANIMAS (Community Based Rural Drinking Water, Domestic Wastewater, and Solid Waste) Pilot under USAID's IUWASH Tangguh project. The PAMSSANIMAS Pilot will be undertaken in South Sulawesi and Central Java. through December 31, 2026, as set forth in Attachment 1, which attachment is incorporated herein by reference and made a part of this Arrangement. The PAMSSANIMAS Pilot will be implemented by USAID (the Lead Donor), which will administer and manage the contribution of DFAT (the Co-Donor) as specified in this Arrangement on Delegated Co-operation (this Arrangement).

This Arrangement sets forth common provisions and procedures for the delegated cooperation between the Donors regarding their support to the PAMSSANIMAS Pilot under USAID's IUWASH Tangguh project (the Activity).

The Co-Donor wishes to channel its support through the Lead Donor, who will responsible for administering the funding of both Donors as specified in be this Arrangement.

The Lead Donor has partnered with DAI (the Implementing Partner) to implement its IUWASH Tangguh project, including the Activity under a contract (the Activity Contract).

Respect for human rights, democratic principles, the rule of law and good governance will constitute essential elements of this Arrangement and implementation of the Activity.

The arrangements for this delegated co-operation are as follows:

Paragraph I: Scope and Objectives

- 1. The objective of this Arrangement is to improve donor coordination and harmonization through delegated cooperation, thereby reducing the administrative burden and enhancing the efficiency of the Donors' development cooperation.
- 2. The Lead Donor will manage and administer the Activity Contract as it considers necessary to achieve the objectives of the Activity.
- Specifically, the Co-Donor funds will be used by the Lead Donor to support the Activity (i.e., the Government of Indonesia's PAMSSANIMAS Pilot), as set forth in Attachment 1.

Paragraph II: Contributions of the Donors

 During the period from signing this Arrangement to December 31, 2026, and subject to the availability of funds under the relevant financial, legal, and regulatory provisions and procedures of each Donor, and approval of each Donor to proceed, the Donors will provide funding not exceeding the amount for the relevant year set forth below (collectively the Contribution or Contributions), which Contributions will be used exclusively to fund the Activity.

Estimated Contributions to the Activity

2024 - 2026

	2023/2024	2024/2025	Total
Lead Donor (USAID): USD	200,000	208,861.96	408,861.96
Co-Donor (DFAT): AUD -Cash contribution*	2,900,000	N/A	2,900,000

*Co-donor's Contribution in AUD2,900,000 is estimated to be approximately USD1,900,000.

2. The Co-Donor will provide a maximum of AUD2,900,000 (the Co-Donor's Contribution) to the Lead Donor, under the terms of this Arrangement. The Contributions of each Donor are subject to the availability of funds and the respective financial, legal and regulatory provisions and procedures applicable to each Donor, and the approval of each Donor to proceed.

- The Co-Donor's Contribution will be converted into the Lead-Donor's currency at the spot exchange rate on the date that the Co-Donor's Contribution is received in the Lead Donor's bank account.
- 4. Upon completion of this arrangement, any remaining Activity funds in the bank account of the Lead Donor will be refunded to the Co-Donor. In respect of funds already disbursed or irrevocably committed, the Lead Donor's repayment to the Co-Donor will be limited by this amount.
- 5. All relevant calculations and any relevant refund will be made back to the Codonor in the Lead Donor's currency.

Paragraph III: Co-operation and Representation

- The Lead Donor will administer the Activity and manage the Contributions, in accordance with this Arrangement, the Lead Donor's prevailing general principles, policies and guidelines for development assistance, and the provisions of the Activity Contract.
- The Lead Donor will promptly inform the Co-Donor if it becomes aware of any matter that interferes or threatens to interfere with the successful implementation of aspects of the Activity that the Co-Donor's Contribution supports.

The Lead Donor will consult with the Co-Donor in case changes occur which adversely affect those portions of the Activity supported by the Co-Donor's Contribution or this Arrangement. The Lead Donor will also consult with the Co-Donor before making any decision of principle that will adversely affect the Activity Contract (e.g. before suspension, termination, or amendment) thereby substantially impacting performance of aspects of the Activity that the Co-Donor's Contribution supports. The Donors will meet once a year (the Annual Donor Meeting) to discuss the progress of the Activity and the cooperation between the Donors. The meeting will be called and chaired by the Lead Donor. The Lead Donor will draft minutes from the meeting and send the draft for comments and approval to the Co-Donor within two weeks after the meeting.

4

Moreover, the Co-Donor may at any time request a meeting with the Lead Donor to discuss the progress and plans of those aspects of the Activity that the Co-Donor's Contribution supports and to discuss the cooperation between the Donors.

- 3. Subject to applicable law, the Co-Donor will be given access, whenever requested, to all relevant documentation and information in the possession of the Lead Donor pertaining to the Lead Donor's administration of the Co-Donor's Contribution and implementation of those aspects of the Activity that the Co-Donor's Contribution supports, not including the Activity Contract or information that is proprietary to the Implementing Partner. Where the Co-Donor seeks access to information, it will give the Lead Donor ten (10) working days' notice, describing the information sought. The Lead Donor will provide the information requested within ten (10) working days of being given notice or as otherwise agreed by the Donors.
- 4. The Lead Donor will give appropriate publicity to aspects of the Activity that the Co-Donor's Contribution supports and will appropriately acknowledge the Co-Donor's Contribution in any publicity material, media reporting and annual reports. In doing so, the Lead Donor will make it clear that it is responsible for the implementation and administration of the Activity and Activity Contract. Whether the Lead Donor may use the Co-Donor's name, logo design or branding will be jointly determined between the Donors as required, and as allowable under the Activity Contract.
- 5. All formal notices under this Arrangement will be sent by e-mail, mail, or be hand delivered, to the following addresses, or to such other address or person as one Donor may specify by notice in writing to the other.

For the Lead Donor:

To: USAID IUWASH Tangguh Contracting Officer Representative Postal Address: Office of Environment, USAID/ Indonesia Street Address: Jalan Medan Merdeka Selatan 3-5, Jakarta 10110 Telephone: s 47F(1)

Email: s 47F(1)

For the Co-Donor:

To: s 22(1)(a)(ii)Counsellor Climate and InfrastructurePostal Address: Australian Embassy JakartaStreet Address: JI. Patra Kuningan kav 1-4, Jakarta Selatan 12940Email: s 22(1)(a)(ii)@dfat.gov.au

Paragraph IV: Disbursements

- The Co-Donor will transfer the first tranche of its Contribution to USAID within 30 days of both Donors signing this Arrangement, pursuant to the fund transfer instructions in this Paragraph. Availability of the Contribution (and thus disbursement) is subject to Parliamentary appropriation.
- 2. There are two methods for sending electronic funds Fedwire and SWIFT (Society for Worldwide Interbank Financial Telecommunication). Before sending funds electronically to the Lead Donor using either method, the Co-Donor will send an email to s 47F(1) and s 47F(1) (or other person as notified by the Lead Donor in uniting) that centaring the following information:

Lead Donor in writing) that contains the following information:

- a) Co-Donor: DFAT
- b) Project name: USAID Indonesia Urban Resilient Water, Sanitation and Hygiene Activity
- c) Recipient country: Indonesia
- d) Amount: AUD2,900,000
- e) Number of tranches: 01
- Approximately date that funds will be sent to USAID: early April 2024
- g) Attachment of a copy of the signed Delegated Cooperation Arrangement
- 3. Upon receiving the information, a notification will be sent to Co-donor with a USAID CONTROL NUMBER (i.e. GD-20XX-XXX) for Beneficiary Info as

directed below. This will allow USAID to properly identify the funds once received and credit the proper account within USAID.

s 47E(d)

- 4. The Co-Donor will disburse its contribution to the Lead Donor's bank account, using the above information, within thirty (30) days upon approval of the disbursement requests from the Lead Donor. The Lead Donor will confirm receipt of the Co-Donor's contribution in writing.
- Subject to Paragraphs 1, 2, and 3 above, to enable the Lead Donor to meet its obligations to the Implementing Partner in a timely manner, the Lead Donor will request that the Co-Donor disburse its contributions before the relevant activities begin.

Paragraph V: Reporting and Audit

1. A copy of the following documentation, when provided to the Lead Donor, will be submitted to the Co-Donor for information:

- a) the Implementing Partner's strategy, as it is relevant to those aspects of the Activity that the Co-Donor's Contribution supports, including the Initial Implementation Workplan, Annual Workplans, results measurement table, monitoring and evaluation framework, pilot programme risk register (i.e., any table to identify, assess, and mitigate climate, environmental, political, and/or other risks that may affect activity implementation), and budget;
- b) reports relevant to those aspects of the Activity that the Co-Donor's Contribution supports, including quarterly progress reports, annual progress reports and a final completion report detailing the key outcomes, development impact and lessons learnt; and
- c) a final financial statement of Co-Donor's Contribution.
- 2. At the same time the Lead Donor will submit to the Co-Donor for information:
 - a) the Lead Donor's review of the documentation referred to in Paragraph
 V, Section 1, if any, including any key issues and strategic matters that
 may be discussed with the Implementing Partner; and
 - b) the Lead Donor's technical direction conveyed in its meetings with the Implementing Partner, to the extent it is relevant to those aspects of the Activity that the Co-Donor's Contribution supports, highlighting key issues and strategic matters which the Lead Donor plans to discuss with Co-Donor and Government of Indonesia (GOI) respectively.
- The Lead Donor will further submit to the Co-Donor for information, as soon as it is available, a copy of the agreed actions in the quarterly progress reports, which reports are referred to in Paragraph V, Section 1(b).
- 4. If a review or evaluation of the aspects of the Activity that the Co-Donor's Contribution supports is carried out, the following will be submitted to the Co-Donor for information:
 - a) prior to the review or evaluation of the Activity, a copy of the draft Terms of Reference;
 - b) a copy of the review or evaluation report;

- c) any comments by the Implementing Partner on the review or evaluation report;
- d) the Lead Donor's assessment of the review or evaluation report; and
- e) any suggestions for follow-up actions.
- 5. Without limiting Paragraph II, Section 2, within six months after the end of the Lead Donor's financial year, each year the Lead Donor will submit to the Co-Donor a financial statement showing, as per the end of the previous financial year, funds received from the Co-Donor, funds disbursed to the Implementing Partner or paid to any third party, each Donor's Contribution to the disbursements and the balance of the Contribution carried over to the following year. The financial statement will be in the currency of the Lead Donor.
- 6. The Co-Donor's Contribution will be covered by the Lead Donor's audit requirements to the Implementing Partner. A copy of such audit, and of all other audit reports relating to the Co-Donor's Contribution, will be provided to the Co-Donor.
- 7. The Co-Donor may audit the Lead Donor's expenditure of the Co-Donor's Contribution, and/or the Activity as it relates to the Co-Donor's Contribution. The Lead Donor will allow the Co-Donor, or any agent acting on behalf of the Co-Donor, to carry out any such audit(s) and will co-operate with any on-site audit and investigations by making available all records and accounts relating to any such audits. The Co-Donor confirms that it will bear and pay all the costs and expenses it suffers or incurs in connection with any such audits, which will be additional and separate to the Contribution.
- 8. The Lead Donor will preserve its financial records for the Activity and the Activity Contract for the minimum period specified in the Lead Donor's national legislation (or regulations) pertaining to the preservation of official records.

Paragraph VI: Reservations

1. The Donors will endeavor to reach a joint position on how to handle the matter if the Co-Donor is of the opinion that its contribution has not been, or will not be, used and/or accounted for as described in this Arrangement or the Activity Contract, including if one or more of the Donors is of the opinion that political changes have occurred which would negatively affect the achievement of the objective and aim of the Activity, including as described or referred to in Paragraph I, Section 1. In such circumstances, the Donors may mutually decide, without affecting other actions, that the Lead Donor will:

(a) withhold or suspend any future disbursements to the Implementing Partner; and/or

(b) subject to the terms of the Activity Contract, take reasonable steps to reclaim all or part of the funds already disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) reclaim all or part of the funds not yet irrevocably committed by the Implementing Partner to the Activity.

- 2. If the Donors are unable to reach a joint position on how to handle any matter mentioned in Section 1 above, the Co-Donor may, without affecting other actions, decide to:
 - a) withhold or suspend any future disbursements to the Lead Donor;
 - b) reclaim any Contribution transferred to the Lead Donor but not yet disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) not yet irrevocably committed by the Implementing Partner to the Activity; and/or
 - c) request, in respect of its Contribution, that the Lead Donor takes any such action as mentioned in Section 1 above towards the Implementing Partner.
- If, in the view of the Co-Donor, the Lead Donor does not appropriately implement the Activity in accordance with this Arrangement, the Co-Donor may, without affecting other actions, after consultations with the Lead Donor, by notice in writing:
 - a) withhold or suspend any future disbursements to the Lead Donor;

- b) reclaim all or part of funds already disbursed to the Lead Donor but not yet disbursed to the Implementing Partner under the Activity Contract or (if so disbursed) not yet irrevocably committed by the Implementing Partner to the Activity; and/or
- c) terminate this Arrangement.
- 4. In the event of suspension of this Arrangement, the Activity, or the Activity Contract, the Donors will endeavor to reach a mutual understanding on how best to resume the Activity to ensure its completion.
- 5. In the event of termination of this Arrangement, the Donors will consult each other on how to bring this Arrangement to an orderly and reasonable end.
- 6. The Lead Donor will inform the Implementing Partner immediately in writing of any action taken under this Paragraph and will take any necessary actions in respect of the Activity Contract, including termination or reduction in scope.
- 7. Where the Activity Contract and/or this Arrangement is terminated, the Lead Donor will take all reasonable steps to repay to the Co-Donor any part of the Co-Donor's Contribution transferred to the Lead Donor but not disbursed or irrevocably committed under the Activity Contract. In accordance with the provisions of the Activity Contract, the Lead Donor will take reasonable steps to reclaim any part of the Co-Donor's Contribution paid to the Implementing Partner which has not been paid in satisfaction of duties already performed or debts already incurred in respect of the Activity.
- 8. Neither Donor will be responsible for any failure to do, or for any delay in doing, something under this Arrangement where the cause of such failure or delay is beyond that Donor's reasonable control. The Donor claiming a suspension for this reason will immediately give written notice to the other Donor in accordance with Paragraph III, Section 7.

Paragraph VII: Duration, Termination, Amendment, Differences, and Status

- 1. The delegated co-operation under this Arrangement will start on the date this Arrangement is signed by both Donors and will end on December 31, 2026 (the End Date) unless the Donors decide to modify the end date in advance of this date in accordance with Paragraph VII, Section 2 or Section 3. If the Donors sign this Arrangement on different dates, this Arrangement will start on the date of the later signature.
- 2. The Donors may decide to extend this Arrangement by way of an exchange of letters in writing signed by the Donors.
- 3. No modification to this Arrangement (which may be made by an exchange of letters) will be effective unless it is approved by the Donors in writing.
- 4. Each Donor may terminate this Arrangement upon 90 days' written notice to the other Donor.
- 5. If any difference arises relating to the implementation or interpretation of this Arrangement, the Donors will consult with a view to reaching a solution.
- 6. This Arrangement does not evidence or record a legally-binding agreement of any kind between the Donors, is not intended by either Donor to be a waiver, express or implied, of any privileges enjoyed by either of them under national or international law, nor is it a submission to the jurisdiction of any court or other judicial or dispute resolution forum and will not give rise to any legal process.

Paragraph VIII: Compliance with laws

1. The Implementing Partner will be required to always act lawfully and to abide by all local and international laws relevant to the Activity, as set forth in the Activity Contract.

Paragraph IX: Sanctions

- 1. Recognizing the duty of each Donor (including under the International Convention for the Suppression of the Financing of Terrorism 1999 (Convention), various United Nations Security Council (UNSC) Resolutions and each Donor's domestic legislation) to take measures to prevent the financing of terrorists and other sanctioned individuals or entities, the Lead Donor will take reasonable precautions and exercise due diligence, consistent with its standard practices and existing legal requirements, to ensure that Activity funds are used by the Implementing Partner, in accordance with the Activity Contract or other relevant arrangements or agreements and are not diverted to terrorists or other sanctioned individuals or entities designated as such in accordance with the Convention, UNSC Resolutions or the Lead Donor's domestic legislation.
- 2. The Lead Donor will inform the Co-Donor in a timely manner if, during the course of this Arrangement, the Lead Donor becomes aware that the Co-Donor's Contribution has been used for the purpose of any payment to individuals or entities, or to facilitate the import or export of goods, if such payment, import or export is prohibited by a decision of the UNSC taken under Chapter VII of the Charter of the United Nations or under the Lead Donor's domestic legislation (including sanctions and counter-terrorism laws).
- 3. The Lead Donor will take reasonable steps, consistent with its standard practice and existing legal requirements, to ensure that the Activity Contract and other relevant arrangements or agreements require that the Implementing Partner takes reasonable precautions and exercises due diligence to ensure that the Co -Donor's Contribution is not provided, directly or indirectly, to individuals or entities, or to facilitate the import or export of goods, if such payment, import or export, to the Implementing Partner's knowledge or belief, is prohibited by a decision of the UNSC taken under Chapter VII of the Charter of the United Nations or under the Lead Donor's domestic legislation (including sanctions and counter-terrorism laws).

X: Fraud

1. The Donors are respectively committed to undertaking activities, when appropriate and acceptable, to prevent, detect and substantiate fraud and corruption.

- 2. The Implementing Partner will be required to adhere to the Lead Donor's policies regarding the prevention, detection and substantiation of fraud and corruption.
- 3. Subject to its standard practice and existing legal requirements, the Lead Donor will advise the Co-Donor of any detected, suspected, or attempted fraud concerning the implementation of the Activity of which the Lead Donor becomes aware and will keep the Co-Donor informed of any action taken.
- 4. For the purposes of this paragraph, "fraud" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

XI: Anti-corruption

- 1. The Lead Donor will take reasonable steps to ensure the Activity Contract prohibits the Implementing Partner from receiving or seeking to receive any offer, gift or payment, or benefit of any kind, either directly or indirectly, which could be construed as an illegal or corrupt act.
- 2. Subject to its standard practice and existing legal requirements, the Lead Donor will advise the Co-Donor of any such illegal or corrupt acts concerning the implementation of the Activity of which it becomes aware and will keep the Co-Donor informed of any action taken.

XII: Social and environmental safeguards

1. Consistent with the Activity Contract, the Implementing Partner will be required to adhere to the Lead Donor's general principles, policies and guidelines in relation to social and environmental safeguards, including but not limited to, child protection, the prevention of sexual exploitation, abuse and harassment, gender equality and inclusive development, countering trafficking in persons, environmental protection, displacement and resettlement, the identification, quantification and reporting of carbon emissions, Indigenous Peoples' health and safety and the health and safety of the people involved in the implementation of the Activity. Subject to those principles, policies and guidelines, the Lead Donor will advise the Co-Donor of any alleged breaches of its general principles, policies and guidelines in relation to social and environmental safeguards-to the extent relevant to those aspects of the Activity which the Co-Donor's Contribution supports-and will investigate any such alleged breaches in accordance with its standard practices.

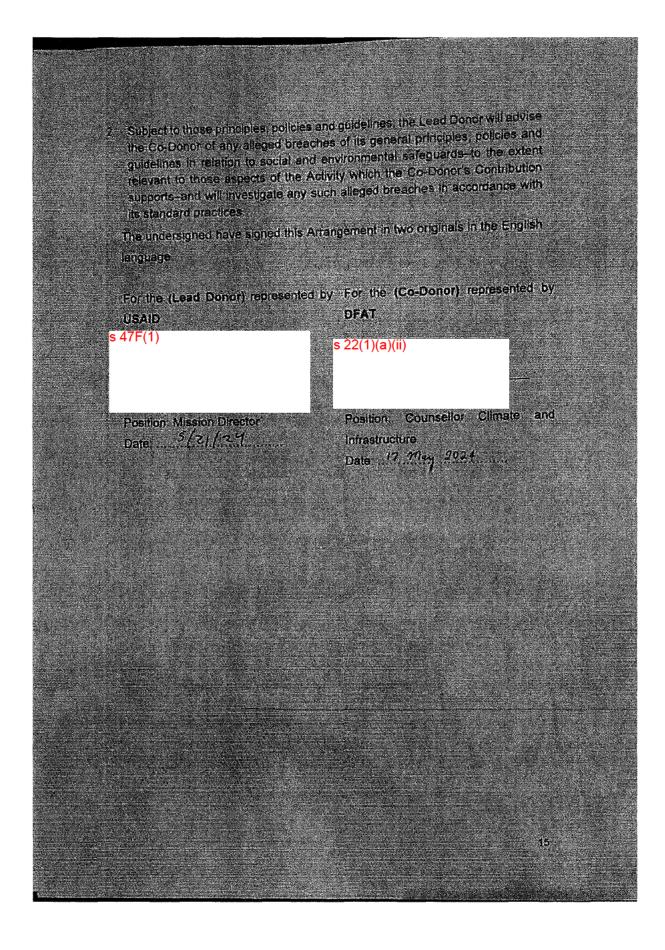
The undersigned have signed this Arrangement in two originals in the English language.

For the (Lead Donor) represented by For the (Co-Donor) represented by USAID DFAT

s 22(1)(a)(ii)

s 47F(1)

Position: Mission Director Date: 15



ATTACHMENT 1 – ACTIVITY PROPOSAL

- 1. **Start date:** The Co-Donor's obligations in relation to the Activity will start on the date that this Arrangement is signed.
- 2. End date: The Activity will end on December 31, 2026
- 3. **Geographical coverage:** Two provinces in South Sulawesi (Maros and Takalar) and Central Java (Karanganyar, Sukoharjo)
- 4. Total value: \$408,861.96 (USAID Lead Donor), AUD2,900,000 inclusive GST (DFAT Co-Donor)
- 5. Activity Description:

PAMSSANIMAS Pilot Activity

The DFAT Climate Resilient Communities PAMSSANIMAS Pilot Activity is a significant extension of the USAID IUWASH Tangguh project, launched in April 2022, to incorporate climate resilience into community water and sanitation systems, particularly in peri-urban areas. The Detailed Activity Proposal will further outline the integration of DFAT's initiatives with the ongoing objectives of USAID IUWASH Tangguh, which operates across 38 cities and districts in 10 provinces.

The initiative emphasizes enhancing access to climate-resilient, poor-inclusive drinking water and sanitation services, improving water resources management for resilient drinking water services, and boosting women's participation and leadership in WASH and WRM sectors. It introduces innovative approaches, including the Hydrodoser for safe drinking water chlorination and RPAM for community-based WASH systems' efficiency, as well as activities focused on solid waste management.

Expanded Activities – In Support of PAMSSANIMAS: A new Objective 5 is proposed to address the unique challenges of peri-urban areas, focusing on piloting integrated water and sanitation systems. The pilot aims to demonstrate a scalable and replicable model for similar settings, focusing on community engagement, infrastructure development, and management practices for sustainable solutions.

Implementation Phases:

- 1. Site Selection: Identifying peri-urban villages for the pilot, considering factors like local government commitment and community readiness.
- 2. Guideline Development: Updating norms, standards, and creating a comprehensive community development guide.
- 3. Recruitment of Facilitators: Hiring facilitators to implement the community development module and technical guidelines.
- Capacity Building: Training facilitators and government representatives on technical, empowerment, and financial aspects to strengthen local partners institutions to support the community-based approach of pilot PAMSSANIMAS activities.

5. Piloting PAMSSANIMAS: Launching pilot projects in selected districts, focusing on construction planning, community engagement, and infrastructure development.

Key Tasks:

- Pre-Construction Planning: Engaging communities through socialization and participatory assessments.
- Construction and Supervision: Managing procurement, construction methodologies, and quality supervision.
- Post-Construction Support: Ensuring operational efficiency and maintenance, developing SOPs, and implementing the Water Safety Plan (RPAM).
- Institutional Strengthening to Support Community-Based Approaches: Develop and implement comprehensive training programs for local WASH institutions (PDAM or UPTS) to strengthen operational capacities to scale-up the PAMSSANIMAS approach to support increased access to safely managed drinking water and sanitation services. This includes training on water safety planning guidelines, facilitating operational cooperation with PDAM for sustainable service delivery, and integrating climate-resilient practices and SOPs into community-based SPAM modules. Strengthen linkage between UPTD and CBOs to support regular desludging, sanitation services vulnerability assessments (SSVAs), and action plans.

Final Evaluation: The activity concludes with a comprehensive evaluation to assess impact, sustainability, and areas for improvement. This will involve stakeholder learning events, examination of community participation, project management efficiency, and beneficiary satisfaction.

This ambitious integration aims to enhance access to safe water and sanitation, ensure the sustainability of WASH services, and foster community resilience against climate variability and change. s 47E(d)

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s 33(a)(iii) - Document 12 is exempt and pages (75-78) have been removed

s 33(a)(iii), s 47C(1) - document 13 is exempt and pages 79 to 85 have been removed.

s 33(a)(iii), s 33(b) - Document 14 is exempt and pages (86-91) have been removed