

#### RECORD OF UNDERSTANDING

#### **BETWEEN**

## AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT

ABN 62 921 558 838

**AND** 

#### **AUSTRALIAN FEDERAL POLICE**

ABN 17 864 931 143

IN RELATION TO

THE DEPLOYMENT OF POLICE TRAINERS TO JORDAN

#### **ROU 13000 CONTENTS** 1. INTERPRETATION 2 2. BACKGROUND 3 3. PERSONNEL 3 4. TRAINING 4 SECURITY 4 6. VARIATION 4 7. ACCOUNTS AND RECORDS 4 8. REPORTS 5 9. PAYMENT 5 10. CLAIMS FOR PAYMENT AND ACQUITTALS 6 11. GOODS AND SERVICES TAX 7 12. CONFIDENTIALITY AND PUBLIC COMMENT 7 13. INSURANCE 7 14. COMMENCEMENT AND COMPLETION DATES 8 15. PROVISION OF TRAINING BY AFP 8 16. SUPPORT OF TRAINING BY AUSAID



#### INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires:

"AFP" means Australian Federal Police.

"Agreement" means this Record of Understanding including the Schedules.

"Coalition Provisional Authority" means the organisation (composed of contributing countries) which constitutes or constituted the body in occupation of Iraq in 2003 - 2004, and after the time of its transition, the body formed of those countries which will continue to contribute to independent Iraq, and any other successor body.

#### "Confidential Information" means information that:

- (a) is designated by AusAID or the AFP as confidential; or
- (b) the AFP knows or could reasonably be expected to know is confidential;
- is personal information under the section 6 of *Privacy Act 1988* (Cth), that is: information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Correctly rendered claim for payment" means a claim which complies with clause 10.5 of this Agreement, and also complies with the attached format at Schedule B.

"Cost" or "Costs" means any actual costs or expenses.

"Country of Deployment" means Jordan.

"GST" means the goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"IDG" means the International Deployment Group (a part of the Australian Federal Police).

"JIPTC" means the Jordan International Police Training Centre.

"Jordanian Public Service Directorate (PSD)" means the Jordanian State security authority responsible for the central premises and staff.

"Party" means AusAID or the AFP.

"Personnel" means personnel either employed by the AFP, or engaged by the AFP on a sub-contract basis, or agents of the AFP engaged in the provision of the training as specified in this ROU.

"Training" means the provision of Australian Police Trainers to assist the JIPTC in meeting its goal of reorganising and restructuring the Iraqi police service through effective and efficient training, together with any supplies or materials incidental to the Training.

#### 2. BACKGROUND

- 2.1 In October 2003, the Australian Government received a request from the United Kingdom (as part of the Coalition Provisional Authority) seeking Australian police involvement in a training program at the Jordan International Police Training Centre (JIPTC). On 6 November 2003, Minister Ellison (the Minister for Justice and Customs) and Minister Downer (the Minister for Foreign Affairs) agreed to a contribution of two police officers. Funding to support Australia's contribution to this training initiative is to be provided by AusAID.
- 2.2 There are currently over 20 countries contributing to the provision of training through the JIPTC. s47C
- 2.3 The Coalition Provisional Authority and the Iraqi Ministry of Interior established the JIPTC in 2003. The training plan is designed to support the reorganisation and restructuring of the Iraqi Police Service, establishing an effective, trained and proactive police service for Iraq. The expected completion of the JIPTC training program is January 2006. Australia's contribution is subject to regular reviews, as set out in this Agreement.

#### 3. **PERSONNEL**

- 3.1 The AFP will ensure that Personnel involved with this project are aware of, and use their best endeavours to comply with, the requirements of the Agreement.
- 3.2 In selecting members for this project the AFP will, where possible, select members of Band 5.3 or lower on the AFP salary scale. However where members within those salary scales do not possess the relevant skills for the project or should the AFP need to replace a member at short notice, the AFP may deploy members on a higher salary scale.
- 3.3 AFP Personnel will be made aware that outputs are to be achieved in accordance with the AFP regulatory framework, AFP values and the AFP Governance Framework. IDG Personnel deployed overseas are also required to comply with instructions contained within IDG mission specific directives, and other AFP legislation, regulations and orders. These directives include professional and personal behaviour.
- 3.4 The AFP will use its best endeavours to ensure that Personnel:
  - (a) are certified by a legally qualified medical practitioner as fit to undertake the Training to be performed in the Country of Deployment, and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance appropriate to the Country of Deployment and the region; and
  - (b) are adequately briefed and understand the environment and culture of the Country of Deployment and Iraq.

## TRAINING

- 4.1 The general policing components of the program include education in modern policing methods, human rights training, communications, patrol procedures, ethics, gender issues and interviewing. The Australian trainers will not be providing training for the following areas of 'Tactical Policing' including 'Defensive Skills', 'Firearms', 'Use of Force', 'Officer Survival Skills' and 'Officer Safety', 'Training in the Use of Officer Accoutrements' for example the use of batons and handcuffs or 'Driver Training' including 'Emergency Vehicle Operations', 'First aid' and practical room and building searches, unless authorised by the AFP with notification to the Iraq Task Force.
- 4.2 Personnel shall not participate in providing human rights training, unless authorised by the AFP.
- 4.3 Personnel will only participate in training activities inside Jordanian territory.
- 4.4 The AFP will provide two trainers for each four-month deployment. The Personnel will be sworn police members from the IDG and will possess suitable police training skills and experience in policing. The Personnel will provide their curriculum vitae to the JIPTC upon arrival and be deployed as appropriate to the needs of the JIPTC and within guidelines set by the AFP.
- 4.5 The Personnel will be accommodated in two one bedroom fully furnished, semi-serviced units in Amman, and will be provided with appropriate transport arrangements to meet their work and security needs.
- The Personnel will be deployed under the terms and conditions of the IDG Determination 01/04, the costs of which are reflected in the budget (Schedule A).

## 5. **SECURITY**

- 5.1 Security at the JIPTC is to be provided jointly by the Country of Deployment in support of the JIPTC initiative and by the Coalition Provisional Authority and the Jordanian PSD.
- 5.2 Noting that normal consular services and medical evacuation services are organised through the Australian Embassy in Amman, the AFP is responsible for assessing and monitoring the security of the Personnel.

#### 6. VARIATION

6.1 All Variations to this Agreement are to be in writing with copies provided to both Parties.

## 7. ACCOUNTS AND RECORDS

- 7.1 The AFP will at all times maintain proper and detailed accounts and records in relation to the Training, including those involving foreign exchange transactions.
- 7.2 Accounts and records must be provided for inspection by AusAID as soon as practicable upon the request of AusAID.

7.3 The accounts and records will be held for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.

#### 8. **REPORTS**

- 8.1 The AFP will ensure that all reports required in accordance with this clause, provide the information required and conform with the quality and format requirements specified (see Schedule B).
- 8.2 The AFP is responsible for any extra costs occasioned by any clarifications, discrepancies, errors or omissions in reports provided to AusAID or other information supplied in writing by the AFP, provided such discrepancies, errors or omissions are not due to inaccurate information supplied in writing to the AFP by AusAID.
- 8.3 All reports will:
  - (a) be accurate and not misleading in any respect;
  - (b) allow AusAID to properly assess progress under the Agreement;
  - (c) be provided at the times (if any) specified in this Agreement; and
- 8.4 The AFP contact point for reporting to AusAID will be the Coordinator Operations, International Deployment Group, P.O Box 401 Canberra City, ACT 2601 tel: \$22 s22
- 8.5 The AFP will provide the following reports:
  - (a) Weekly communication, where possible and necessary, via email or telephone providing basic reporting of situational developments.
  - (b) Monthly reports comprising compiled weekly exception reports (see format at Schedule B).
  - (c) Other reporting, as requested, or on an exception basis.
  - (d) An interim report providing advice on the program to date and recommending whether provision of AFP personnel for this activity should continue beyond this Agreement within 30 days of 30 September 2004.
  - (e) A completion report summarising outcomes of the training, including a financial report in the form of an acquittal against the budget provided at Schedule A

#### PAYMENT

- 9.1 AusAID will pay the AFP a maximum of \$496,224 plus GST if any up to a maximum amount of \$49,622.40 for the provision of these services based on the expenses set out at Schedule A.
- 9.2 AusAID will pay the AFP, upfront, the lump sum of \$A450,000 plus GST, which will be applied to the expenses (as set out in Schedule A) for the first two deployments of Australia personnel to Jordan. Any expenses incurred in excess of the above amount will

- be justified in invoicing at the end of the 8 month mission. AusAID will reimburse additional costs in line with Schedule A to the maximum outlined in Clause 9.1. The end of the second deployment is scheduled for 31 January 2005.
- 9.3 AFP may move expenditure for items between line items provided that the overall limit is not exceeded and the inputs have been provided in accordance with Clause 4 and Schedule A.

## 10. CLAIMS FOR PAYMENT AND ACQUITTALS

- 10.1 The AFP must submit a certified statement acquitting funds advanced against the agreed budget at Schedule B as part of the completion report outlined in Clause 8.5(e). Any uncommitted part of the advance provided will be refunded to AusAID.
- 10.2 The AFP's claims for payment and acquittals must be submitted pursuant to this Agreement in a form identifiable with the Training and the budget provided at Schedule A.
- 10.3 Acquittals involving foreign exchange transactions must be made in the equivalent Australian dollar amount, converted at the exchange rate applicable on the actual date of the foreign exchange transaction.
- 10.4 All claims for payment and acquittals must be forwarded to:

The Director General AusAID GPO Box 887 CANBERRA ACT 2601

Attention: CPM IMEA

- 10.5 AusAID must make payment within 30 days of receipt of a correctly rendered claim for payment in accordance with arrangements detailed in Clause 9 and in this clause.
- 10.6 The completion report and certified acquittal must:
  - (a) detail the Training provided;
  - (b) be in accordance with the calculation of payment referred to in Schedule B, and where relevant take account of exchange rate fluctuations; and
  - (c) include certification from a person with authority that:
    - (i) the acquittal has been correctly calculated;
    - (ii) that the Training included in it has been performed in accordance with this Agreement.
- 10.7 If a claim for payment or acquittal is found to have been rendered incorrectly, any overpayment will be recoverable from the AFP.

- 10.8 AusAID need not pay an amount that is disputed in good faith by AusAID until the dispute is resolved.
  - 10.9 Except as otherwise specified in this Agreement, the amounts set out in Schedule B are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the AFP in providing the Training.
  - 10.10 The Parties acknowledge that the expenditure of the lump sum payment will be subject to exchange rate fluctuations. The parties agree that AusAID will bear all risk in relation to exchange rate movements.
  - 10.11 When expenditure reaches 80% of the lump sum, the AFP will advise AusAID whether the upper limits are likely to be exceeded and, if so, provide justification.

#### 11. GOODS AND SERVICES TAX

- 11.1 The amount shown against each item in Schedule A is the 'value' of the 'periodic supplies' to be made under this Agreement, as these terms are used in the A New Tax System (Goods and Services) Act 1999 (Cth).
- The amount payable under the Agreement for each supply listed in Schedule A is the value of that supply plus any GST payable by the AFP under the GST legislation. Payment by AusAID to the AFP of the GST shall be subject to the AFP providing AusAID with a valid Tax Invoice issued in accordance with the relevant provisions of the GST legislation and regulations.
- 11.3 The total amount of GST payable by the AFP, and for which the AFP seeks payment from AusAID, in respect of any supply shall be shown as a separate item on the Tax Invoice.
- 11.4 AusAID shall not pay to the AFP any amount referable to GST, except as provided in Clause 9 and in this clause.

#### 12. CONFIDENTIALITY AND PUBLIC COMMENT

- 12.1 The Parties must not, without the prior written approval of the other Party, make public or disclose to any person any Confidential Information. In giving written approval, either Party may impose such terms and conditions as in the Party's opinion are appropriate.
- 12.2 Statements to the media or articles relating to the Training or the Agreement are to be approved, where possible in writing, by the AFP and AusAID prior to release or publication. Any media release should include reference to the assistance and support of each Agency, where agreed and appropriate.

#### 13. **INSURANCE**

- 13.1 The AFP must arrange and maintain for the duration of the Agreement:
  - (a) adequate medical and dental insurance for Personnel who are engaged to operate outside their country of permanent residence;

- (b) adequate insurance for medical evacuation and evacuation resulting from an insured event for all Personnel; and
- (c) or the equivalent of such insurance in accordance with the AFP's usual IDG procedures.

#### 14. COMMENCEMENT AND COMPLETION DATES

- 14.1 The AFP will commence the Training on 30 May 2004. Two trainers will be deployed for four months, and at the end of the initial four months, unless the AFP decides to extend the deployment length for those Personnel, a second deployment of two trainers will occur.
- 14.2 AusAID has allocated funding to this project until 31 January 2005.
- 14.3 Prior to 31 October 2004, AFP and AusAID will meet to discuss Australia's future contribution to this activity.
- 14.4 The Parties shall consider the interim report, described at Clause 8.5(d), and its recommendations for the continuation of the deployment, as soon as possible after its finalisation, in order to determine whether the deployment is to continue.
  - (a) Should the deployment continue beyond 31 January 2005, AusAID shall consider continuing funding the costs associated with the Training for an agreed term after this time. This decision will be based on consideration of key priorities, budget allocation and other issues, and Australian Government support for the continuation of this project.
  - (b) AusAID shall inform the AFP of the arrangements for continuing funding, no later than 6 weeks before 31 January 2004.
  - (c) Should the deployment end on 31 January 2004, all contractual type costs incurred in Jordan arising from the deployment which continue for a period past that date shall be divided between the Parties and paid on a 50 per cent contribution basis, unless the costs are able to be otherwise mitigated. These costs may include items such as accommodation leases, alarm monitoring contracts, and the DFAT Service Level Agreement.

### 15. PROVISION OF TRAINING BY AFP

- 15.1 In providing the Training, the AFP will:
  - (a) provide Personnel to train in a competent and professional manner;
  - (b) provide reasonable direction in relation to performance and monitoring of the training;
  - (c) as far as possible, endeavour to establish and maintain a harmonious, cooperative and effective working relationship with stakeholders including Country of Deployment personnel;

- (d) provide, or seek to have provided, adequate support resources to secure the aims and objectives of the Training; and
- (e) seek to improve the quality, effectiveness and efficiency of the Training at every opportunity.
- 15.2 The AFP will remedy at its cost any failure caused by the AFP and otherwise within its control to comply with its obligations to perform the Training in accordance with this Agreement as soon as practicable after becoming aware of the failure.

## 16. SUPPORT OF TRAINING BY AUSAID

- 16.1 In supporting the training, AusAID will:
  - (a) Facilitate relevant pre-deployment briefing for police trainers where requested.
  - (b) Promptly share any relevant issues, including issues which may be related to this deployment arising from the Australian Government's strategic role in relation to Iraq.

THIS RECORD OF UNDERSTANDING made 22nd day of Soprember 2004

relates to an arrangement between

the AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT ("AusAID") ABN 62 921 558 838 of the DEPARTMENT OF FOREIGN AFFAIRS AND TRADE and

the AUSTRALIAN FEDERAL POLICE ABN 17 864 931 143 ("AFP").

#### **RECITALS:**

- A. The Government of Australia has agreed to send Australian police personnel to provide police training in Jordan for Iraqi police trainees.
- B. The AFP has agreed to provide the training as set out in this Record of Understanding (the "Agreement").

#### **OPERATIVE:**

AusAID and the AFP will carry out and complete their respective obligations in accordance with this Agreement.

ACAN MARCH ESISTANT DREGTOR GENERAR

**SIGNED** on behalf of **AusAID** by

Name and Designation

Signature

SIGNED on behalf of the

AUSTRALIAN FEDERAL POLICE by

s47F

ADE

Name and Designation

/Signature

ariable Costs					
taff (inc. on-costs)	_				
ase Salary (Band 6.3)  dditional Composite (IDG @ 65%)	\$	66,400			
uper & Long Service leave (Super 20.9% & LSL 4.7%)	\$	43,160			
omcare (4% estimate - based on overall AFP current cost ph)	\$ \$	16,998 4,382			
corrued Leave (20%)	\$	21,912			
Cost per annum per member		152,853	Per member per Day	\$	417.
orporate Support Overhead ased on 20% <u>Base</u> salary cost of deployments	s	13,280	Per day	\$	36.
eals, Incidentals & Allowances			·,	•	-
eals (JOD 55 pd) @ 0.5023*366	\$	40,076			
ission Allowance @ \$41pd - Very High Risk (subject to periodic review)	\$	15,006			
cidentals (JOD 17 pd) @ 0.5023*366	\$	12,387			
Cost per annum per member	\$	67,469	Per member per Day	\$	184
acility					
FAT Service agreement fee @ \$70 p/d.p.p.	\$	25,620			
ommunications ffice	\$ \$	1,307			
Cost per annum per member		915	Per member per Day	•	70
ransport	•	27,842	Per member per Day	\$	76
ND Vehicle Hire (Avis) @ AUD 3000 per month (incl \$200 fuel pm)	\$	36,000			
ND Vehicle Driver @ \$30 per day	\$	9,411			
1 x 4WD Vehicle with Full Time driver	\$	45,411			
Cost per annum per member	\$	22,706	Per member per Day	\$	6
xed costs					
ravel Rtn Flights \$2,700 per person, 3 deploy x 2 member per deploy (+ 1					
mergency medivac provision one way)	\$	17,550			
rovision excess baggage - \$1666 per head	\$	10,000			
Cost per annum	\$	27,550	Per member per Deployment	\$	4,59
ccomodation (inc. utilities @ 12 mth min. lease) ccomm - 2 x Embassy arranged 1 Bedroom Apartment (JOD 12,269 p.a. @					
5023)	\$	48,851			
Cost per annum ransfer allowance	\$	48,851	Per member per Deployment	\$	12,21
775 per person 3 deploys at 2 persons = 6 pa (pro rata as a 20 wk term - incl 4 wks	_				
ave - within a IDG 60 wk deployment sign on, ie 33%)  Cost per annum	\$	1,535 <b>1,535</b>	Per member per Deployment	\$	25
ersonal Issue Kit	•	1,505	i ci member per deployment	J	23.
ersonal Issue kit (relative to Jordan only) @ 3 x 2 deployed staff	\$	9,000			
landard issue uniform (3 deploys x 2 rotated staft 33% of 60 wk IDG sign-on)  Cost per annum	\$	3,168 <b>12,168</b>	Per member per Deployment	\$	2,028
re-posting		,	to manage par populyment	•	2,020
icPol per head cost (1 of the 3 x 2 deployed members @\$40k per appointment p.p. pro rata 20 wks of a 60 wk IDG sign on, ie 33%)	\$	13,200			
edical innoculations, psych briefings, Passport (pro rata as 20 wks of a 60 wk IDG					
gn on, le 33%) re-deployment Training course @ 5,000 p.p. course (pro rata as 20 wks of a 60 wk	\$	4,554			
G sign on, ie 33%)	\$	9,900			
Cost per annum	\$	27,654	Per member per Deployment	\$	4,609
rfare, accom, allowances (not including salary - incorporated in above Corporate Support					
erheads) Cost per annum	\$ . <b>\$</b>	5,500 <b>5,500</b>	Per member per Deployment	\$	1,375
ost Deployment x 2 Debrief, Medical, Psych and Chaplaincy (in Canberra)	\$	9,300	r or mornoor por popioyment	•	1,07.
Cost per annum	\$	9,300	Per member per Deployment	\$	1,550
otal yearty expense - (no changeover provision) ariable Costs	\$	568,298.66			
xed costs otal Yearly	\$ \$	132,557.74 700,856.40			
ost per member /Unit price-day	, ·				at per dav
aff (inc. on-costs)				\$	at per day
orporate support overhead				\$	36
eals, Incidentals & Allowances				\$	184
ansport				\$ \$	. 70 62
ariable Cost p.p. per day			The state of the s	\$	776
ays at Post p.p ays at Post p.p	á l		12		100,150
			12	2 \$	94,716
xed p.p. per deployment avel				\$	4,591
comodation (inc. utilities @ 12 mth min. lease)			•	\$	12,212
ansfer allowance ersonal Issue Kit				\$	255
re-posting				\$ \$	2,028 4,609
nnual Review costs (one off - p.a)				\$	1,375
ost Deployment	····			\$	1,550
ked Cost p.p. per deployment			<u>tana kaominina dia mpambana dia</u>	\$	26,622
otal cost p.p. ays at Post p.p				9 \$ 2 <b>\$</b>	126,773
					121,338
ays at Post p.p					
ays at Post p.p  Month deployment (inc. 1 week changeover)			and the second s		
Month deployment (inc. 1 week changeover) Contingent Contingent 2 Band 6.3 members @ 129 days		,	12		253,546
ays at Post p.p  Month deployment (inc. 1 week changeover)  contingent				9 \$ 2 \$	253,546 242,677 <b>496,22</b> 3

## **Security Classification if Required**



**AusAID** 

Attn: \*\*\* Insert name of relevant contact\*\*\*

**DFAT** 

**Iraq Task Force** 

through CIDG

Monthly Situation Report JIPTC - Jordan, \*\*\* Insert Month/Year\*\*\*

#### **Deadline**

End of Month

#### **Issue**

Monthly progress report from AFP IDG police trainers currently deployed to the JIPTC in Jordan.

#### Administration

\*\*\* Comprise a précis of all administrative issues for the information of agency stakeholders.\*\*\*

#### **Current Security Issues**

\*\*\* Comprise a précis of all security issues for the information of agency stakeholders.\*\*\*

### **JIPTC**

The JIPTC working week is Saturday - Wednesday.

\*\*\* Comprise a précis of all JIPTC issues for the information of agency stakeholders.\*\*\*

### Welfare/Health

\*\*\* Comprise a précis of all health/welfare issues for the information of agency stakeholders.\*\*\*

## **Security Classification if Required**

## **Recommendation:**

• That the addressee's above note the report.

#### **Author**

\*\*\* Insert Name\*\*\*

\*\*\* Insert Designation\*\*\*

Team Leader Jordan Desk

International Deployment Group

Australian Federal Police

Date: \*\*\* insert date \*\*\*

## **Security Classification if Required**

Attachment A. etc..

\*\*\* Any additional information ie. Hand over Schedule's that may be relevant/of interest to key stakeholders \*\*\*

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ROU <del>13000</del>-

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"IDG" means the International Deployment Group (a part of the Australian Federal Police).

"Iraqi Interim Government" means the sovereign Iraqi authority to which governing authority was handed to on 28 June 2004, or its selected successor body chosen through national elections in Iraq.

"JIPTC" means the Jordan International Police Training Centre.

"Jordanian Public Service Directorate (PSD)" means the Jordanian State security authority responsible for the premises and staff of the JIPTC.

"Party" means AusAID or the AFP.

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"Training" means the provision of Australian Police Trainers to assist the JIPTC in meeting its goal of reorganising and restructuring the Iraqi police service through effective and efficient training.

## 2. BACKGROUND

- 2.1 In October 2003, the Australian Government received a request from the United Kingdom (as part of the Coalition Provisional Authority) seeking Australian police involvement in a training program at the Jordan International Police Training Centre (JIPTC). On 6 November 2003, Minister Ellison (the Minister for Justice and Customs) and Minister Downer (the Minister for Foreign Affairs) agreed to a contribution of two police officers. Funding to support Australia's contribution to this training initiative is to be provided by AusAID.
- 2.2 There are currently 17 countries contributing to the provision of training through the JIPTC. s47C
- 2.3 The Coalition Provisional Authority and the Iraqi Ministry of Interior established the JIPTC in 2003. The training plan is designed to support the reorganisation and restructuring of the Iraqi Police Service, establishing an effective, trained and proactive police service for Iraq. The expected completion of the JIPTC training program is 27 March 2006. Australia's contribution is subject to regular review, as set out in this Agreement.
- On the basis of recommendations arising from an internal (AFP-AusAID) review of Australia's contribution to the JIPTC, and subsequent agreement by Minister Downer on 24 June 2005, AusAID agreed to provide funding for the program until 30 June 2005 with provision for consideration of funding until the end of the JIPTC program in March 2006.

#### 3. **PERSONNEL**

- 3.1 The AFP will ensure that Personnel involved with this project are aware of, and use their best endeavours to comply with, the requirements of the Agreement.
- 3.2 In selecting members for this project the AFP will, where possible, select members of Band 5.3 or lower on the AFP salary scale. However where members within those salary scales do not possess the relevant skills for the project or should the AFP need to replace a member at short notice, the AFP may deploy members on a higher salary scale.
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#### 4. TRAINING

- 4.1 The general policing components of the program include education in modern policing methods, human rights training, communications, patrol procedures, ethics, gender issues and interviewing. The Australian trainers will not be providing training for the following areas of 'Tactical Policing' including 'Defensive Skills', 'Firearms', 'Use of Force', 'Officer Survival Skills' and 'Officer Safety', 'Training in the Use of Officer Accoutrements' for example the use of batons and handcuffs or 'Driver Training' including 'Emergency Vehicle Operations', 'First aid' and practical room and building searches, unless authorised by the AFP with notification to the Iraq Task Force.
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- 4.5 The Personnel will be accommodated in two one bedroom fully furnished, semi-serviced units in Amman, and will be provided with appropriate transport arrangements to meet their work and security needs.
- 4.6 The Personnel will be deployed under the terms and conditions of the IDG Determination 01/04, the costs of which are reflected in the budget (Schedule A<sup>1</sup> and Schedule C<sup>2</sup>).

<sup>&</sup>lt;sup>1</sup> Schedule A provides detail for the budget which relates to the period 30 May 2004 to 31 January 2005.

<sup>&</sup>lt;sup>2</sup> Schedule C provides detail for the budget which relates to the period 1 February 2005 to 30 June 2005. Schedule C also provides the budget for the period 1 July 2005 to 27 March 2006, should the two parties mutually agree to extend this ROU into 2005-06.

## 5. **SECURITY**

- 5.1 Security at the JIPTC is to be provided jointly by the Country of Deployment in support of the JIPTC initiative and by the Mult-National Forces Iraq and the Jordanian PSD.
- 5.2 Noting that while normal consular services and medical evacuation services are organised through the Australian Embassy in Amman, the AFP is responsible for assessing and monitoring the security of the Personnel.

#### 6. VARIATION

6.1 All Variations to this Agreement are to be in writing with copies provided to both Parties.

#### 7. ACCOUNTS AND RECORDS

- 7.1 The AFP will at all times maintain proper and detailed accounts and records in relation to the Training, including those involving foreign exchange transactions.
- 7.2 Accounts and records must be provided for inspection by AusAID as soon as practicable upon the request of AusAID.
- 7.3 The accounts and records will be held for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement.

#### 8. **REPORTS**

- 8.1 The AFP will ensure that all reports required in accordance with this clause, provide the information required and conform with the quality and format requirements specified (see Schedule B).
- 8.2 The AFP is responsible for any extra costs occasioned by any clarifications, discrepancies, errors or omissions in reports provided to AusAID or other information supplied in writing by the AFP, provided such discrepancies, errors or omissions are not due to inaccurate information supplied in writing to the AFP by AusAID.
- 8.3 All reports will:
  - (a) be accurate and not misleading in any respect;
  - (b) allow AusAID to properly assess progress under the Agreement;
  - (c) be provided at the times (if any) specified in this Agreement; and
- 8.4 The AFP contact point for reporting to AusAID will be the Coordinator Operations, International Deployment Group, P.O Box 401 Canberra City, ACT 2601 tel: \$22 \$22
- 8.5 The AFP will provide the following reports:
  - (a) Weekly communication, via email providing basic reporting of situational developments.

- (b) Monthly reports comprising compiled weekly exception reports (see format at Schedule B).
  - (c) Other reporting, as requested, or on an exception basis.
  - (d) A progress report by 30 May 2005 providing:
    - (i) an update and progress on the program since 31 December 2004
    - (ii) a recommendation as to whether provision of AFP personnel for this activity should continue past 30 June 2005; and
    - (iii) A recommendation as to the funding arrangements for the period 1 July 2005 to 27 March 2006.
  - (e) A completion report summarising outcomes of the training, including a financial report in the form of an acquittal against the budget provided at Schedule A and Schedule C.

## 9. **PAYMENT**

- 9.1 AusAID will pay the AFP, upfront, the lump sum up to a maximum of \$496,224 plus GST if any up to a maximum amount of \$49,622.40 for the provision of these services based on the expenses set out at Schedule A for the period 30 May 2004 to 31 January 2005.
- 9.2 AusAID will pay the AFP, upfront, the lump sum up to a maximum of \$299,694 plus GST if any up to a maximum amount of \$29,969.40 for the provision of these services based on the expenses set out at Schedule C for the period 1 February 2005 to 30 June 2005.
- 9.3 If both parties agree to extend the provision of services from 1 July 2005 to 27 March 2006, AusAID will pay the AFP, upfront, the lump sum up to a maximum of \$449,839 plus GST if any up to a maximum amount of \$44,983.90 for the provision of these services based on the expenses set out at Schedule C
- 9.4 AFP may move expenditure for items between line items provided that the overall limit is not exceeded and the inputs have been provided in accordance with Clause 4, Schedule A and Schedule C.

## 10. CLAIMS FOR PAYMENT AND ACQUITTALS

- 10.1 The AFP must submit a certified statement acquitting funds advanced against the agreed budget at Schedules A & C as part of the completion report outlined in Clause 8.5(e). Any uncommitted part of the advance provided will be refunded to AusAID.
- 10.2 The AFP's claims for payment and acquittals must be submitted pursuant to this Agreement in a form identifiable with the Training and the budget provided at Schedules A and Schedule C.



Acquittals involving foreign exchange transactions must be made in the equivalent Australian dollar amount, converted at the exchange rate applicable on the actual date of the foreign exchange transaction.

10.4 All claims for payment and acquittals must be forwarded to:

The Director General AusAID GPO Box 887 CANBERRA ACT 2601

Attention: CPM IMEA

- 10.5 AusAID must make payment within 30 days of receipt of a correctly rendered claim for payment in accordance with arrangements detailed in Clause 9 and in this clause.
- 10.6 The completion report and certified acquittal must:
  - (a) detail the Training provided;
  - (b) be in accordance with the calculation of payment referred to in Schedules A & C, and where relevant take account of exchange rate fluctuations; and
  - (c) include certification from a person with authority that:
    - (i) the acquittal has been correctly calculated;
    - (ii) that the Training included in it has been performed in accordance with this Agreement.
- 10.7 If a claim for payment or acquittal is found to have been rendered incorrectly, any overpayment will be recoverable from the AFP.
- 10.8 AusAID need not pay an amount that is disputed in good faith by AusAID until the dispute is resolved.
- 10.9 Except as otherwise specified in this Agreement, the amounts set out in Schedule A & C are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the AFP in providing the Training.
- 10.10 The Parties acknowledge that the expenditure of the lump sum payment will be subject to exchange rate fluctuations. The parties agree that AusAID will bear all risk in relation to exchange rate movements.
- 10.11 When expenditure reaches 80% of the lump sum, the AFP will advise AusAID whether the upper limits are likely to be exceeded and, if so, provide justification.

## 11. GOODS AND SERVICES TAX

- 11.1 The amount shown against each item in Schedules A & C is the 'value' of the 'periodic supplies' to be made under this Agreement, as these terms are used in the A New Tax System (Goods and Services) Act 1999 (Cth).
- 11.2 The amount payable under the Agreement for each supply listed in Schedules A & C is the value of that supply plus any GST payable by the AFP under the GST legislation. Payment by AusAID to the AFP of the GST shall be subject to the AFP providing AusAID with a valid Tax Invoice issued in accordance with the relevant provisions of the GST legislation and regulations.
- 11.3 The total amount of GST payable by the AFP, and for which the AFP seeks payment from AusAID, in respect of any supply shall be shown as a separate item on the Tax Invoice.
- 11.4 AusAID shall not pay to the AFP any amount referable to GST, except as provided in Clause 9 and in this clause.

## 12. CONFIDENTIALITY AND PUBLIC COMMENT

- 12.1 The Parties must not, without the prior written approval of the other Party, make public or disclose to any person any Confidential Information. In giving written approval, either Party may impose such terms and conditions as in the Party's opinion are appropriate.
- 12.2 Statements to the media or articles relating to the Training or the Agreement are to be approved, where possible in writing, by the AFP and AusAID prior to release or publication. Any media release should include reference to the assistance and support of each Agency, where agreed and appropriate.

#### 13. INSURANCE

- 13.1 The AFP must arrange and maintain for the duration of the Agreement:
  - (a) adequate medical and dental insurance for Personnel who are engaged to operate outside their country of permanent residence;
  - (b) adequate insurance for medical evacuation and evacuation resulting from an insured event for all Personnel; and
  - (c) or the equivalent of such insurance in accordance with the AFP's usual IDG procedures.

#### 14. COMMENCEMENT AND COMPLETION DATES

14.1 The AFP will commence the Training on **30 May 2004.** Two trainers will be deployed for four months, and at the end of the initial sixteen weeks, unless the AFP decides to extend the deployment length for those Personnel, a second deployment of two trainers will occur.



AusAID has allocated funding to this project until 30 June 2005. If both parties agree to extend the provision of these services from 1 July 2005 to 27 March 2006 it must be agreed in writing.

- 14.3 Prior to receipt of the progress report, described at Clause 8.5 (d), AFP and AusAID may meet to discuss Australia's future contribution to this activity.
- 14.4 The Parties shall upon receipt of the progress report, described at Clause 8.5(d), meet together in order to determine whether the deployment is to continue and if so decide upon appropriate funding arrangements.
  - (a) Should the deployment continue beyond 30 June 2005 and if the AFP have not acquired the necessary flexibility in its 2005-06 IDG appropriation to take over financing arrangements to March 2006, AusAID will consider continuing funding the costs associated with the Training to 27 March 2006. This decision will be based on consideration of key priorities and budget allocation.
  - (b) AusAID shall inform the AFP of the arrangements for continuing funding into 2005/06 by no later than 30 June 2005.
  - (c) Should the deployment end on or before 30 June 2005, all contractual type costs incurred in Jordan arising from the deployment which continue for a period past that date shall be divided between the Parties and paid on a 50 per cent contribution basis, unless the costs are able to be otherwise mitigated. These costs may include items such as accommodation leases, alarm monitoring contracts, and the DFAT Service Level Agreement.

## 15. PROVISION OF TRAINING BY AFP

- 15.1 In providing the Training, the AFP will:
  - (a) provide Personnel to train in a competent and professional manner;
  - (b) provide reasonable direction in relation to performance and monitoring of the training;
  - (c) as far as possible, endeavour to establish and maintain a harmonious, cooperative and effective working relationship with stakeholders including Country of Deployment personnel;
  - (d) provide, or seek to have provided, adequate support resources to secure the aims and objectives of the Training; and
  - (e) seek to improve the quality, effectiveness and efficiency of the Training at every opportunity.
- 15.2 The AFP will remedy at its cost any failure caused by the AFP and otherwise within its control to comply with its obligations to perform the Training in accordance with this Agreement as soon as practicable after becoming aware of the failure.

# 16. SUPPORT OF TRAINING BY AUSAID

- 16.1 In supporting the training, AusAID will:
  - (a) Facilitate relevant pre-deployment briefing for police trainers where requested.
  - (b) Promptly share any relevant issues, including issues which may be related to this deployment arising from the Australian Government's strategic role in relation to Iraq.

THIS RECORD OF UNDERSTANDING made 5th day of April 200 g

relates to an arrangement between

the AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT ("AusAID") ABN 62 921 558 838 of the DEPARTMENT OF FOREIGN AFFAIRS AND TRADE and

the AUSTRALIAN FEDERAL POLICE ABN 17 864 931 143 ("AFP").

#### **RECITALS:**

- A. The Government of Australia has agreed to send Australian police personnel to provide police training in Jordan for Iraqi police trainees.
- B. The AFP has agreed to provide the training as set out in this Record of Understanding (the "Agreement").

## **OPERATIVE:**

AusAID and the AFP will carry out and complete their respective obligations in accordance with this Agreement.

SIGNED on behalf of AusAID by	
ALAN MARCH	s47F
ASSISTANT DECOUR GHERAZ	
Name and Designation	/ Signature V
SIGNED on behalf of the AUSTRALIAN FEDERAL POLICE by	
W.D. JAMIESON	s47F
MIDG.	
Name and Designation	Signature



Variable Cost-	<u> Sirektua.</u>				
Variable Costs Staff (inc. on-costs)					
Base Salary (Band 6.3)	\$	00.400			
Additional Composite (IDG @ 65%)	\$	66,400 43,160			
Super & Long Service leave (Super 20.9% & LSL 4.7%)	\$	16,998			
Comcare (4% estimate - based on overall AFP current cost ph)	\$	4,382			
Accrued Leave (20%)	\$	21,912			
Cost per annum per member Corporate Support Overhead	\$	152,853	Per member per Day	\$	417.
Based on 20% Base salary cost of deployments	\$	13,280	Per day	_	
Soule health and a second	•	10,200	rei uay	\$	36.2
Meals, Incidentals & Allowances Meals (JOD 55 pd) @ 0.5023*366					
ission Allowance @ \$41pd - Very High Risk (subject to periodic review)	\$	40,076			
ncidentals (JOD 17 pd) @ 0.5023*366	\$	15,006			
Cost per annum per member	\$	12,387			
acility	•	67,469	Per member per Day	\$	184.3
PFAT Service agreement fee @ \$70 p/d.p.p.	\$	25,620			
communications	\$	1,307			
Iffice	\$	915			
Cost per annum per member	\$	27,842	Per member per Day	•	
ransport			, or member per day	\$	76.0
WD Vehicle Hire (Avis) @ AUD 3000 per month (incl \$200 fuel pm)	\$	36,000			
WD Vehicle Driver @ \$30 per day	\$	9,411			
1 x 4WD Vehicle with Full Time driver		45,411			
Cost per annum per member	\$	22,706	Per member per Day	\$	62.0
xed costs					
ravel					
Rtn Flights \$2,700 per perşon, 3 deploy x 2 memher per deploy (+ 1 nergency medivac provision one way)					
ovision excess baggage - \$1666 per head	\$	17,550			
	\$	10,000			
comodation (inc. utilities @ 12 mth min. lease)	\$	27,550	Per member per Deployment	\$	4,591.6
comm - 2 x Embassy arranged 1 Bedroom Apartment (JOD 12,269 p.a. @					
5023)	\$	48,851			
Cost per annum			_		
ansfer allowance	<b>&gt;</b>	48,851	Per member per Deployment	\$	12,212.8
75 per person 3 deploys at 2 persons = 6 pa (pro rata as a 20 wk term - incl 4 wks					
This is a 150 oo wik deployment sign on, le 33%)	\$	1,535			
rsonal Issue Kit Cost per annum	\$	1,535	Per member per Deployment	\$	255.75
rsonal Issue kit (relative to Jordan only) @ 3 x 2 deployed staff	\$	9,000			
	\$	3,168			
e-posting Cost per annum	\$	12,168	Per member per Deployment	\$	2,028.00
Pol per head cost (1 of the 3 x 2 deployed members @\$40k per appointment p.p. pro rata 20 wks of a 60 wk IDG sign on, ie 33%)					
dical innoculations, psych briefings. Passport (or rath as 20 uto -1 - co. uto -1	\$	13,200			
	\$	4,554			
e-deployment Training course @ 5,000 p.p. course (pro rata as 20 wks of a 60 wk	•				
Cost per annum	S S	9,900 <b>27,654</b>	Por mombos and Death	_	
nual Review costs (one off - p.a)  fare, accom, allowances (not including salary - incorporated in above Corporate Support theads)	•	21,004	Per member per Deployment	\$	4,609.00
rheads)		5,500			
st Deployment Cost per annum		5,500 5,500	Per member per Deployment	\$	1 075 00
2 Debrief, Medical, Psych and Chaplaincy (in Canberra)		0.200	The port of the property of th	Ψ	1,375.00
Cost per annum		9,300 <b>9,300</b>	Per member per Deployment	\$	1 550 00
al yearly expense - (no changeover provision)	X 103		The medical per Deployment	<b>⊅</b> 11.3%(3.35±15)	1,550.00
able Costs					12 1 145
ed costs al Yearly		3,298.66 2,557.74			
al rearry S		0,856.40		6635 (* 19500) 1861 (van 1966)	
	200000	305; 1138, 138, 138, 138, 138, 138, 138, 138			**************************************
st per member /Unit price-day	mûsa med	enschange versch	Annuments for a M. Marriedon (Propagation)		
iable p.p. per day					
f (inc. on-costs) porate support overhead				Cost per d	
pulate support overnead ils, Incidentais & Allowances				\$ \$	417.63 36.28
lity				\$	184.34
isport			100,000	\$	76.07
able Cost p.p. per day		V 8 - 2 - 10 - 20 - 20 - 20 - 20 - 20 - 20		\$ \$	62.04
s at Post p.p			129	· · · · · · · · · · · · · · · · · · ·	776:36 100,150.99
d p.p. per deployment			122		94,716.44
el	y 12 %				
omodation (inc. utilities @ 12 mth min. lease)				S	4,591.66
ster allowance onal issue Kit				\$	12,212.82
posting				\$	255.75 2,028.00
/al Review costs (one off - p.a)				\$	4,609.00
Deployment				\$	1,375.00
Cost p.p. per deployment				S S	1,550.00
Cost p.p.				•	26,622.23
at Post p.p. at Post p.p.			100	•	
			129 122		126,773.22 121,338.67
nth deployment (inc. I week changeover)	iii joji ar it	A STREET STREET		eterrorisesses (Ses	,
THE TAIL WEEK CHANGENVAL	en 1000 18				
mingent				en gergen med kei	
ntingent ntingent - 2 Band 6.3 members @ 129 days	200.9 200.9		100	¢	050 512
mingent			129 122		253,546.45 242,677.35

Cost aspects not covered above: Any pending changes to IDG Pool entitlements eg uplift / storage of effects

## **Security Classification if Required**



**AusAID** 

Attn: \*\*\* Insert name of relevant contact\*\*\*

**DFAT** 

**Iraq Task Force** 

through CIDG

Monthly Situation Report JIPTC – Jordan, \*\*\* Insert Month/Year\*\*\*

#### **Deadline**

End of Month

#### **Issue**

Monthly progress report from AFP IDG police trainers currently deployed to the JIPTC in Jordan.

#### Administration

\*\*\* Comprise a précis of all administrative issues for the information of agency stakeholders.\*\*\*

#### **Current Security Issues**

\*\*\* Comprise a précis of all security issues for the information of agency stakeholders.\*\*\*

#### **JIPTC**

The JIPTC working week is Saturday - Wednesday.

\*\*\* Comprise a précis of all JIPTC issues for the information of agency stakeholders.\*\*\*

#### Welfare/Health

\*\*\* Comprise a précis of all health/welfare issues for the information of agency stakeholders.\*\*\*

## **Security Classification if Required**

## Recommendation:

• That the addressee's above note the report.

#### **Author**

\*\*\* Insert Name\*\*\*

\*\*\* Insert Designation\*\*\*

Team Leader Jordan Desk

International Deployment Group

Australian Federal Police

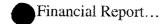
Date: \*\*\* insert date \*\*\*

# **Security Classification if Required**



\*\*\* Any additional information ie. Hand over Schedule's that may be relevant/of interest to key stakeholders \*\*\*

# **Security Classification if Required**



Applying 0.5023 DFAT Xrate of 19 July 2004 for reimbursement of Amman Embassy

## rian Federal Police -Jordan 60 Week (3x20) Deployment 1 Feb 2005 to 27 March 2006

Variable Costs						<u></u>
Staff (inc. on-costs)			2 n	nember deplo	yment (over Financ	ial Years)
Base Salary (Band 6.3)		\$ 79,680			, man	
kdditional Composite (IDG @ 65%) Super & Long Service leave (Super 20.9% & LSL	4(7%)	\$ 51,792				
Comcare (4% estimate - based on overall AFP current		\$ 20,398 \$ 5,259	2004-05		407	
Accrued Leave (20%)		\$ 26,294	2004-05		131,017 235,830	
	Cost per annum per member		1	Total	366,847	
Corporate Support Overhead						
Based on 20% Base salary cost of deployment	S	\$ 15,936	2004-05		11,383	
			2005-06		20,489	
	Cost per annum per member	\$ 15,936		Total	31,872	
Meals, Incidentals & Allowances						
Meals (JOD 55 pd) @ 0.5023 )		\$ 41,664				
Mission Allowance @ \$21pd - Medium Risk (Re	vised down)	\$ 7,056	2004-05		39,120	
Incidentals		\$ 6,048	2005-06		70,416	
Facility	Cost per annum per member	\$ 54,768		Total	109,536	
DFAT Service agreement fee @ \$70 p/d.p.p.		\$ 27,440				
Communications		\$ 27,440 \$ 1,400	2004-05		22,821	
Office		\$ 980	2005-06		22,821 36,819	
	Cost per annum per member	\$ 29,820		Total	59,640	
Transport						
IWD Vehicle Hire (Avis) @ AUD 3000 per mor IWD Vehicle Driver @ \$30 per day		39,000				
	<u>.                                    </u>	10,080	2004-05		18,781	
The second second	Cost per annum per member		2005-06	Total	30,299 <b>49,080</b>	
Fixed costs		.,5.10		ionai	49,060	
Fravel						
Rtn Flights \$2,700 per person, 3 deploy x 2 m	ember per deploy (+ 1					
emergency medivac provision one way) Provision excess baggage - \$1666 per head	9		2004-05		9,183	
- Figure Charles Bayyaye - \$1000 per riead	Cost per 3 x 20 deployment §	5 10,000 5 <b>27,550</b>	2005-06	<b>.</b>	18,367	
Accomodation (inc. utilities @ 12 mth min. le	THE PROPERTY OF THE PROPERTY O	. 21,000	2004-05	Total	27,550	
Accomm - 2 x Embassy arranged 1 Bedroom A	oartment (JOD 12,269 p.a. @		2004-05		48,851	
0.5023)	\$	48,851	2005-06			
	Cost per 3 x 20 deployment \$	48,851		Total	48,851	2.0
ransfer allowance			2004-05		330	
1775 per person 3 deploys at 2 persons = 6 pa pave - within a IDG 60 wk deployment sign on, ie 33%)	pro rata as a 20 wk term - incl 4 wks \$	1,535	2005-06	7.00		
	Cost per 3 x 20 deployment \$	156565600000000000000000000000000000000		Total	1,205 <b>1,535</b>	
Personal Issue Kit Personal Issue kit (relative to Jordan only) @ 3	0.000					
ersonar issue kit (relative to Jordan only) @ 3. Mandard issue uniform (3 deploys x 2 rotated staff 33	¢ 2 deployed staff \$ % of 60 wk IDG sign-on) \$	9,000 3,168	2004-05 2005-06		4,056	
	Cost per 3 x 20 deployment \$	12,168		Total	8,112 <b>12,168</b>	
Pre-posting icPol per head cost (1 of the 3 x 2 deployed members	: Ø \$40k ner ennestraset s					
5 20 WKS Of a 60 WK IDG SIGN ON, IE 33%)	¢	13,200				
ledical innoculations, psych briefings, Passport n ie 33%)	Q .	4,554	2004-05		22.0	
re-deployment Training course @ 5,000 p.p. $\propto$ $^{9}$ Sign on, ie 33%)	ง Durse (pro rata as 20 wks of a 60 wk				9,218	
argn;011,18:3376)	\$ Cost per 3 x 20 deployment \$	9,900 <b>27,654</b>	2005-06	Total	18,436	
nnual Review costs (one off - p.a)		27,004	2004-05	Total	27,654 1,833	
irfare, accom, allowances (not including salary - inco remeads)	rporated in above Corporate Support	F #AA			1,833	
	S Cost per 3 x 20 deployment \$	5,500 <b>5,500</b>	2005-06	Total	3,667 <b>5,500</b>	
ost Deployment		7.77	2004-05		3,100	
x 2 Debrief, Medical, Psych and Chaplaincy (in		9,300	2005-06		6,200	
	Cost per 3 x 20 deployment \$	9,300		Total	9,300	
otal mission expense						
ariable Costs xed costs	S	616,974.72	2004-05		299,694	
0 Week Mission	<u> </u>	132,557.74 749,532.46	2005-06	\$	449,839 749,532.46	
		05.265.255.25	i ya da kwa sa kwa a		,	SASSING CONTRACTOR