



Commonwealth of Australia

DFAT Administered Simple Grant Agreement

Boris Divjak
Chr. Michelsen Institute
Jekteviksbakken 31
5006 Bergen
NORWAY

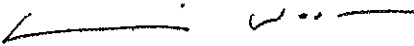
Dear Boris

I am pleased to advise that DFAT wishes to give your organisation (the Recipient) a grant to support it to implement the activity *U4 Anti-Corruption Resource Centre – Membership Proposal for DFAT 2015-2017*, described in **Attachment B** to this letter. The details of the grant are set out in **Attachment A**. If the Recipient accepts the grant, it must comply with the terms and conditions set out in **Attachment C**.

Please read Attachments A, B and C ("the Agreement"). To accept the grant on behalf of the Recipient, please sign below and return the original signed document (including the Attachments) to:

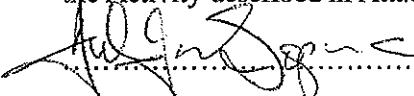
Kristian Futol
Assistant Director
Law and Justice Section
Department of Foreign Affairs and Trade
GPO Box 887
Canberra ACT 2601
AUSTRALIA

Yours sincerely


Daniel Woods
Director
Law and Justice Section
1 May 2015

ACCEPTANCE OF GRANT

On behalf of the Recipient, I accept the grant offered by DFAT as described in Attachment A, to implement the Activity described in Attachment B, and on the terms and conditions set out in Attachment C.

 (signature)

BORIS DIVJAK (print name)

22/May/2015 (date)

ATTACHMENT A – GRANT DETAILS

Grant	€643,090.00	
Tranches	Tranche Amount	Tranche Date
	€205,000.00	Refer to paragraphs immediately below
	€214,225.00	30 April 2016
	€223,865.00	30 April 2017
	Total	€643,090.00
Tranche Conditions	DFAT will pay the Recipient an acquittable Grant up to a maximum of €643,090, in tranches divided as follows:	
	Tranche	Tranche Amount
	1	€205,000.00
	2	€214,225.00
	3	€223,865.00
		Total
		€643,090.00
	DFAT will pay Tranche 1 within thirty (30) days of the date of this Agreement and subject to receipt of a valid invoice, as per clause 2 of Attachment C.	
	DFAT will pay subsequent tranches at the date indicated above subject to the Recipient:	
	(a) providing an Acquittal Statement in accordance with clause 6.3 of Attachment C;	
	(b) providing an annual Activity report in accordance with clause 6.1 of Attachment C;	
	(c) submitting a valid invoice as per clause 2 of Attachment C; and	
	(d) making satisfactory progress with the Activity as determined by DFAT.	
Recipient	Chr. Michelsen Institute	
Activity	The Activity described in Attachment B.	
Activity Start Date	1 January 2015	
Activity End Date	31 December 2017	
DFAT Agreement No.	71446	

Recipient Contact	<p>Name: Boris Divjak Title: U4 Director, Postal Address: PO Box 6003 N-5892 Bergen NORWAY</p> <p>Street Address: Jekteviksbakken 31 5006 Bergen NORWAY</p> <p>Email: Boris.Divjak@cmi.no Facsimile: + 47 55 31 03 13</p>
DFAT Contact	<p>Name: Daniel Woods Title: Director, Law and Justice Section Postal Address: Department of Foreign Affairs and Trade GPO Box 887 Canberra ACT 2601 AUSTRALIA</p> <p>Street Address: Department of Foreign Affairs and Trade 255 London Circuit Canberra ACT 2601 AUSTRALIA</p> <p>Email: daniel.woods@dfat.gov.au Facsimile: +61 2 6261 3111</p>

ATTACHMENT B – PROGRAM PROPOSAL AND BUDGET

Chr. Michelsen Institute - U4 Anti-Corruption Resource Centre – Membership Proposal for the Australian Government Department of Foreign Affairs and Trade 2015-2017

ATTACHMENT C – TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1. Terms used in these Terms and Conditions have the meaning given in the Grant Details.

2. PAYMENT OF THE GRANT

- 2.1. The Recipient must give DFAT an invoice requesting payment of the Grant which includes the DFAT Agreement Number in the Grant Details and the name of the Activity.

- 2.2. The Recipient must send the invoice:

By mail to:
Chief Finance Officer
Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT 0221
AUSTRALIA; or

By email to: the DFAT contact representative/s specified in this Agreement, and copied to accountsprocessing@dfat.gov.au

- 2.3. If the Recipient has an Australian Business Number (ABN), the invoice must be a valid tax invoice.

3. RECIPIENT'S OBLIGATIONS

- 3.1. The Recipient must:

- a) Implement the Activity.
- b) Commence the Activity on or before the Activity Start Date.
- c) Complete the Activity on or before the Activity End Date.
- d) Use the Grant diligently and for the sole purpose of the Activity.
- e) Promptly advise DFAT if it has any problems with or experiences any delays in the implementation of the Activity.
- f) Acknowledge the Grant, where appropriate (for example, in publicity for the Activity).
- g) Keep detailed accounts and records of how it spent the Grant.
- h) Comply with the law when implementing the Activity.
- i) Comply with Child Protection Policy for the DFAT – Australian Aid Program (<http://www.dfat.gov.au>).
- j) Promptly advise DFAT if it discovers any link between the Recipient or the Activity and organisations or individuals associated with terrorism.
- k) If required by DFAT, permit DFAT to monitor and/or evaluate the Activity and/or the use of the Grant.
- l) If required by DFAT, permit DFAT to audit its accounts and records relating to the Activity and the Grant.
- m) Not enter into a contract for the purpose of implementing the Activity with a person or entity that is listed on a World Bank List or a Relevant List.
- n) Immediately inform DFAT if it discovers that a person or entity with which it has entered into a contract for the purpose of implementing the Activity is listed on a World Bank or a Relevant List.
- o) If directed by DFAT to do so and at no cost to DFAT, terminate a contract entered into for the purpose of implementing the Activity if the contractor is listed on a World Bank List or a Relevant List.

- 3.2. In clauses 3.1 and 8.1(d):

- a) "World Bank List" means a list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at: <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>; and
- b) "Relevant List" means any similar list to the World Bank List maintained by any other donor of development funding.

- 3.3. The Recipient must use its best endeavours to ensure that:

- a) Its personnel comply with the law when implementing the Activity;
- b) Individuals or organisations involved in implementing the Activity are not linked, directly or indirectly, to organisations or individuals associated with terrorism; and
- c) The Grant is not used to provide direct or indirect support or resources to organisations or individuals associated with terrorism.

- 3.4. The Recipient must not:

- a) Use the Grant to buy an asset unless that asset is referred to in Attachment B or the purchase has been approved by DFAT.
- b) Dispose of or write-off assets purchased with the Grant except as approved by DFAT.
- c) Give to or receive from anyone a gift, payment or other benefit if the act is or could be construed as

illegal or corrupt.

- d) Give to or receive from anyone a gift, payment or other benefit as a reward in relation to this Agreement.
- e) Bribe public officials.
- f) Assign its interest in this Agreement without DFAT's prior approval.

4. CONFIDENTIALITY

- 4.1. The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.
- 4.2. This clause shall survive expiration or termination of this Agreement.

5. FRAUD

- 5.1. For the purposes of this paragraph, "Fraudulent Activity" "Fraud" or "Fraudulent" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.
- 5.2. The Recipient must not and must ensure that its employees, agents, representatives and subcontractors do not engage in any Fraudulent Activity. The Recipient is responsible for preventing and detecting Fraud.
- 5.3. If the Recipient becomes aware of any Fraudulent Activity involving any activities funded in whole or in part with a contribution made under this agreement, the Recipient must report the matter to DFAT within 5 business days. The Recipient must investigate the alleged Fraud at the Recipient's cost and take actions in accordance with its regulations, rules, policies, procedures and any directions or standards required by DFAT.
- 5.4. Following the conclusion of any investigation which identifies Fraudulent Activity, the Recipient must:
 - a) take all reasonable action to recover any part of the contribution, the subject of Fraudulent Activity;
 - b) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing;
 - c) as required by DFAT, reimburse to DFAT any part of the Contribution misappropriated through Fraudulent Activities; and
 - d) keep DFAT informed, in writing, on a monthly basis, regarding the status of actions undertaken with respect to the Fraudulent Activity.
- 5.5. The obligations of the Recipient under this Clause 5 shall survive the termination or expiration of this agreement.

6. REPORTING AND REPAYMENT OF UNSPENT GRANT FUNDS

- 6.1. By 31 March each year, the Recipient must provide DFAT with an annual Activity report, summarising the activities undertaken, key outputs, outcomes and progress towards achievement of the Activity's objectives, as well as the latest approved budget.
- 6.2. By no later than 3 weeks before the U4 annual Steering Committee meeting, the Recipient must provide DFAT with a forward work plan for the coming year that:
 - i) incorporates any lessons from the assessment of Activity progress;
 - ii) outlines the expected outputs and development results of the proposed program of work; and
 - iii) describes the inputs, work and outputs of both the Recipient and any other key stakeholders.
 - iv) if necessary, will be revised following discussions at the annual U4 Steering Committee meeting, and a revised version will be provided for partner approval by 31 January each year.
- 6.3. The Recipient must provide DFAT with the following financial reports in accordance with the following timeframes:
 - a) by 31 January each year, an annual statement demonstrating that at least 80% of the previous tranche of Grant funds has been expended in accordance with the terms of this Agreement and signed by the senior financial officer or the head of the Recipient; and
 - b) by 1 May each year, an annual financial statement for the calendar year in which the Grant was expended, certified by the senior financial officer of the Recipient
- 6.4. Within ninety (90) days after the Activity End Date, the Recipient must send to the DFAT Contact:
 - a) a final report which includes an outline of the Activity, the key outcomes compared with objectives, development impact, sustainability and lessons learned; and
 - b) an acquittal statement which:
 - i) explains how the Recipient spent the Grant;
 - ii) confirms that the Recipient spent the Grant in accordance with this Agreement;
 - iii) includes details of any interest earned on the Grant;
 - iv) is prepared in accordance with the internal and external auditing procedures laid down in the rules and regulations applicable to the Recipient;
 - v) be independently audited and certified; and
 - vi) is signed by the senior financial officer or the head of the Recipient indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement.
- 6.5. If the Recipient has not spent any part of the Grant, it must return the unspent funds to DFAT with the acquittal statement.

7. INTELLECTUAL PROPERTY

7.1. The Recipient will own any intellectual property in material created by the Activity but grants DFAT an irrevocable, non-exclusive, world-wide, royalty-free licence to use the material for any purpose.

8. TERMINATION

8.1. DFAT may immediately terminate this Agreement by giving the Recipient a notice in writing if the Recipient:

- a) Becomes, or in the opinion of DFAT may become, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to DFAT.
- b) Fails to commence or, in the opinion of DFAT, fails to make satisfactory progress in carrying out the Activity and the failure has not been remedied within the time specified in a written request from DFAT to remedy the failure.
- c) Breaches a term of this Agreement and does not remedy the breach within the time stipulated in a written request from DFAT to remedy the breach.
- d) Is listed on a World Bank List or Relevant List, or is subject to any proceedings, or an informal process, which could lead to being listed or temporarily suspended from tendering for World Bank or other donors of development funds contracts, or is subject to an investigation whether formal or informal by the World Bank or another donor of development funding.

8.2. DFAT or the Recipient may terminate this Agreement by giving the other party a written termination notice which includes the reasons for termination.

8.3. If this Agreement is terminated, the Recipient must:

- a) Immediately do everything possible to prevent and reduce all losses, costs and expenses caused by the termination.
- b) As soon as possible, stop spending any uncommitted Grant funds.
- c) Within thirty (30) days of the termination, give DFAT an acquittal statement (see clause 6.4.b)) and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).

9. COUNTER TERRORISM

9.1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both DFAT and the Recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DFAT to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. To those ends, the Recipient is committed to taking appropriate steps to ensure that funding provided by DFAT to support the Recipient is not used to provide assistance to, or otherwise support, terrorists or terrorist organisations, and will inform DFAT immediately if, during the course of this agreement, the Recipient determines that any such funds have been so used.

10. ANTI-CORRUPTION

10.1. DFAT and the Recipient are committed to preventing and detecting corruption and bribery. The Recipient, through its employees, agents, representatives or subcontractors, will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this agreement or any arrangement or provision of funds in relation to its operations. The Recipient will use its best endeavours to ensure that any employee, agent, representative or other entity it is responsible for will comply with this paragraph. The Recipient will promptly notify DFAT of any suspected or detected corruption or bribery affecting programs funded by DFAT and actions taken by the Recipient in response.

11. CHILD PROTECTION

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

12. BRANDING

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

13. GENERAL

13.1. This Agreement commences when DFAT receives the Recipient's signed confirmation of its acceptance of

- the Grant and continues until the parties have fulfilled all of their obligations.
- 13.2. DFAT must send notices to the Recipient Contact in the Grant Details.
- 13.3. The Recipient must send notices to the DFAT Contact in the Grant Details.
- 13.4. This Agreement may be amended by a Deed of Amendment signed by DFAT and the Recipient.
- 13.5. This Agreement is governed by the law of the Australian Capital Territory, Australia.