Activity Schedule 29 to the Record of Understanding No. 51172

In Relation to cooperation between Geoscience Australia (GA) and AusAID for Improving the capacity of partner governments for the management of geoscience data

This Activity Schedule 29 sets out the objectives of AusAID and GA (the **Parties**) in relation to **Improving the capacity of partner governments for the management of geoscience data** (**Activity 12A119**) which will be implemented under the Record of Understanding signed by the Parties on 22 June 2009 (**ROU 51172**).

This Activity Schedule (including any attachments) details the scope of the Activity, as well as the contributions and obligations of each Party in relation to the Activity. Unless otherwise stated in this Activity Schedule, the provisions of the ROU will apply.

Signed on behalf of AusAID by:	Signed on behalf of GA by:
Name ROG FS 1MT	Name Chief of Energy Division
Designation 4 / 61 12	Designation 4/6/12
Signature and Date	Signature and Date

Improving the capacity of partner governments for the management of geoscience data

1. INTERPRETATION

- 1.1 Unless the contrary intention appears, the definitions in the ROU apply to this Activity Schedule.
- 1.2 In addition, the following definitions apply in this Activity Schedule and any attachments:

Design Team means the personnel listed in clause 4.9

2. COMMENCEMENT AND COMPLETION DATES

2.1 The Activity will commence on upon the signing of this agreement by both parties and be completed by 28 February 2013.

3. ACTIVITY OBJECTIVES

- 3.1 The design team will prepare a draft activity design that meets AusAID's quality principles by 28 February 2013. In particular, GA will:
 - (a) Assess the geological potential and geoscience data availability in AusAID partner countries. GA will update their 2009 assessment of Africa's geological potential and extend the study to include partners in Asia, the Pacific and Latin America. Subject to AusAID clearances, the findings will be published online.
 - (b) Conduct an in-depth constraints analysis of 6–12 AusAID partner countries that are assessed to have high need for improved capacity in geoscience data understanding, planning, management and use. This is likely to include Afghanistan, Ghana, Liberia, Mongolia, Mozambique, Papua New Guinea, Peru and Zambia as these countries are the focus countries of AusAID's Mining for Development initiative. These countries were selected based on the levels of need for mining related development assistance, the significance of mining to the national economy, Australia's capacity to assist, assistance being provided by other donors, and the assessed government capacity and willingness to accept and adopt the assistance delivered.
 - (c) Produce a report outlining: (i) the baseline capabilities of AusAID partner countries including the results of the stocktake exercise listed in clause 3.1 (a); (ii) the opportunities and constraints for future geoscience data capacity building in countries visited; and (iii) analysis of the optimal partners (countries and agencies) to undertake capacity building activities with and the type of activities that would yield the best results.

(d) Recommend an activity design, based on the analysis conducted to meet the requirements of clause 3.1 (c) and consistent with the recommendations listed in clause 3.4, to improve geoscience data capacity that will enable partner governments to better understand, plan, manage and use national mineral wealth. The design should include consideration of licensing arrangements, data delivery systems, tools and techniques for modelling datasets, staff capacity in agencies responsible for managing geoscience data, relevant industry standards, and processes and regulatory frameworks.

Background

- 3.2 AusAID wishes to support the capability of partner governments to understand, plan, manage and use geoscience data. GA is well-positioned to support Pillar 4 of the AusAID's draft Mining for Development Strategy specifically "Partner governments have adequate geoscientific capacity to understand, plan, manage and utilise national mineral wealth. The Strategy supports Australia's aid policy, Effective Aid, in its objective to improve incomes, employment and enterprise opportunities for poor people and boost overall economic development. The draft Mining for Development Strategy is included as Attachment 3. The strategy will be finalised and publically released mid-2012. If the final Strategy is significantly different to the attached draft, an amendment to this Activity Schedule will be made.
- 3.3 AusAID's Mining for Development Program (which includes approximately \$250 million of mining related development assistance over 2011–15) and Strategy respond to a large demand for support around mining, which has been repeatedly expressed by partner governments, particularly in Africa, Latin America, Afghanistan and Mongolia.
- 3.4 In December 2011, GA prepared a concept note, outlining an approach to improve the capabilities of partner governments to manage geoscience data. The concept was peer reviewed and approved to progress to a design. Participants at the peer review recommended that the design include a detailed theory of change, needs analysis, analysis of sustainability of capacity building activities that progress, thorough risk assessment and targeting of activities to countries with suitable governance conditions. The concept note is included as Attachment 5.

4. ACTIVITY DESCRIPTION

4.1 The activity is divided into two components.

Component one

(a) The design team will conduct: a desk based stocktake of available information on the geological potential of ODA eligible countries in Africa, Latin America, Asia and the Pacific; <u>and</u> an assessment of the geoscience data availability and capabilities in AusAID partner countries.

- (i) The stocktake and assessment will form the baseline for monitoring and evaluation of future geoscience data capacity activities and inform selection of countries for such activities.
- (ii) The assessment should include an overview of geosciences data and information management in each country, including: existing regulatory frameworks and institutional capacity, geology, current and planned exploration, licensing, mining and investment activities, availability of human resources, and the country's approach to geoscience data (i.e. public good).
- (iii) The assessment should provide an overview of the other major donors active in the area of geoscience data and information management, including the official aid agencies, geological survey agencies, Departments of Mining, Resources and Planning, State Departments, and other active agencies.
- (b) The design team will visit a sub-set of AusAID partner countries that are assessed to have high need for improved capacity in geoscience data management and where a country visit would add substantial value to the project objectives. Geoscience Australia and AusAID will agree to these countries in advance, also taking into consideration the security and safety of Australian Government officers during site visits. The design team will:
 - (i) employ a consistent methodology for the visits, which will be agreed with AusAID; i.e. prepare a *Partner Country Assessment Guide or Framework* in advance of country visits.
 - (ii) meet with government agencies responsible for geological surveys and related resource management organisations
 - (iii) gather information about complementary donor activities
 - (iv) identify partner country priorities for capacity building and constraints to effective implementation
 - (v) establish productive relationships with counterparts and form strategic relationships with key government officials.
- (c) GA will report the outcomes of phase one to AusAID. The report will include:
 - (i) the baseline capabilities of AusAID partner countries including the results of the stocktake and assessment outlined in clause 4.1
 - (ii) the opportunities and constraints for future geoscience data capacity building in countries visited

- (iii) analysis of the optimal partners (countries and agencies) to undertake capacity building activities
- (iv) recommend the type of activities that would yield the best results in the optimal partner countries.

Component two

- 4.2 The Design Team will recommend an activity design, based on the analysis of phase one, that is consistent with the recommendations listed in clause 3.4. AusAID will provide comments on a draft design.
- 4.3 The recommended design will be consistent with AusAID's quality principles, including Quality at Entry (Attachment 4) and Design Standards (Attachment 5).
- 4.4 The design team will produce a monitoring and evaluation framework for the recommended design, which is based on a sound theory of change.
- 4.5 AusAID will develop the recommended design into a final design document for peer review in early March 2013. The intention is to design a multi-year multi-million dollar geoscience capacity building activity.
- 4.6 Throughout the design process, the design team will inform AusAID of relevant concerns and issues that need to be considered in the design of this activity and other activities that fall within AusAID's Mining for Development Strategy. The design team will also participate in meetings and discussions, as needed, that affect the design of complementary activities.

Duration and phasing

4.7 The duration and phasing of the two components is as follows:

Activi	ity	Report due
Comp	onent one	
1.	a) Desk based stocktake	30 June 2012
	b) Template for detailed desk assessment	30 June 2012
	assessment	31 August 2012
2.	Detailed desk based assessment of	
	6–12 countries	30 September 2012
3.	a) Partner Country Assessment	T

	G : 1	
	Guide	30 November 2012
	b) Site visits	30 November 2012
	b) Site visits	30 November 2012
4.	Analysis and Report	
Comp	onent two	
1.	Draft design	30 January 2013
2.	Final design	28 February 2013

Reporting requirements

4.8 GA will provide written reports to AusAID at the completion of each component, as above. AusAID will reply, within five working days, to each report, clearly articulating: whether the report in acceptable or not; whether GA can proceed to the next step or not; and any other comments.

Design team

- 4.9 The following personnel will be provided by GA:
 - (a) A team leader (EL2), a geologist (EL1), a geophysicist (EL1) and a generalist (APS 6).
 - (b) A design specialist with experience and expertise in delivering AusAID design documents, as agreed with AusAID. Terms of reference for the design specialist are included as Attachment 6.
- 4.10 Members of the design team may be ongoing employees of GA and contractors.
- 4.11 Pursuant to the Head Agreement (ROU 51172) clauses 4.2 (a) and 9.1 (b), AusAID will provide the following Personnel for all in-country visits associated with this Schedule:
 - (a) Appropriately qualified and experienced AusAID Personnel to support the design team with their in-country knowledge and expertise and liaison with Embassy and Government officials.
 - (b) GA must provide AusAID with details of required assistance and travel itinerary at least 2 weeks prior to visits.

5. RISK MANAGEMENT

5.1 The Parties have undertaken an Activity risk analysis with key risks and their management identified in the risk management matrix at attachment 1. GA and AusAID should liaise with DFAT in assessing security risks and determining appropriate responses.

6. REPORTING, MONITORING AND EVALUATION

- 6.1 The Parties agree that it is essential to ensure the performance and impact of the Activity is adequately and effectively monitored and assessed. The Parties agree that the Activity will be monitored and evaluated in accordance with the requirements set out in Clause 4.8.
- 6.2 Geoscience will also provide AusAID with an Activity Completion Report (ACR) detailing lessons learned and outcomes achieved, and a financial acquittal of expended funds, within 30 days of activity completion.

7. OVERSEAS PERSONNEL

7.1 Terms and Conditions for Overseas Personnel

(a) GA will be responsible for developing and administering their salary and overseas conditions of service package for deployed officers in line with the changes agreed to by the Foreign Minister and based on AusAID's Overseas Conditions of Service (OCOS) Policy (as amended from time to time), or its successor and the salary and overseas allowance calculator provided by AusAID.

7.2 Insurance for Overseas Personnel

- (a) GA will ensure that all Overseas Personnel (including Contractors) are adequately insured for the duration of the Activity, including medical, dental, personal effects and evacuation (medical or otherwise) insurance.
- (b) AusAID will ensure all their Personnel are adequately insured for the duration of the Activity, including medical, dental, personal effects and evacuation (medical or otherwise) insurance.

7.3 Conduct and Operational Procedures / Determinations

- (a) GA will make all reasonable endeavours to ensure that GA Overseas Personnel understand and can comply with the obligations set out in following:
 - (i) APS Values
 - (ii) the APS Code of Conduct
 - (iii) the Public Service Act of 1999
 - (iv) the AusAID Overseas Code of Conduct, including the Child Protection Guidelines.

(b) AusAID will ensure compliance with these obligations for AusAID Personnel.

7.4 Duty of Care to Overseas Personnel

- (a) The Parties note the *Prime Minister's Directive: Guidelines for the Management of the Australian Government Presence Overseas* of 2007 which states that individual agencies will retain responsibility for implementing all aspects of physical technical, information and personnel security for Australian Government officials and contractors not working within or attached to a mission/ post. Agencies may seek advice from the Department of Foreign Affairs and Trade (DFAT) on threats and security countermeasures and consult with DFAT on appropriate guidelines and standards.
- (b) AusAID will assist GA to meet its duty of care by providing the following services to Overseas Personnel:
 - (i) AusAID will provide pre-departure briefing to GA personnel travelling overseas and advice on security. GA is responsible for logistics, including travel, accommodation, domestic transport and security arrangements.

8. FINANCIAL ARRANGEMENTS

- 8.1 The financial arrangements outlined below will apply to the Activity.
- 8.2 The maximum amount payable by AusAID in respect of this Activity is **A\$988,460.36** plus GST if any up to a maximum amount of **A\$98,846.04**. AusAID will not be liable for any amount, costs or expenditure incurred by GA in excess of this amount.
- 8.3 AusAID will pay GA the sums in accordance with the Budget and timetable set out in Attachment 2. The unexpended part of advances paid by AusAID (if any) will be refunded to AusAID.
- 8.4 Claims for payment of sums due and payable in respect of the Activity will be submitted in a form identifiable with the services and in accordance with relevant provisions in the ROU. Claims will be forwarded as follows:

Email (preferred method of contact): accountsprocessing@ausaid.gov.au

Post: AusAID

Attention: Chief Finance Officer

GPO Box 887 Canberra ACT 2601

Australia

Except as otherwise specified, these amounts are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses.

9. LIAISON AND NOTICES

9.1 The contact officer for each Party is the Activity Manager. Each Party's address for the service of notices for the purposes of this Activity is as follows:

GA: Contact:	
Telephone:	
Email: Facsimile:	
Postal Address:	
Street Address:	
AusAID: Contact:	
Telephone:	
Email: Facsimile:	
Postal Address:	
Street Address:	

RISK MANAGEMENT MATRIX

Risk	Likelihood	Degree of Impact	Party Managing	Management Strategy
Lack of demand from	Unlikely	Minor	AusAID	The concept is based on repeated requests
partner governments				for this type of support. In the event that
				preferred partners (based on desk analysis
				and strategy) are not interested in
				participating, we will consider extending TA
			***************************************	to countries that are not 'phase one'
			***************************************	countries, where the benefits are clear and
				strategically aligned. Else, the design will
				include a smaller set of countries.
Partners are reluctant to	Possible	Moderate	GA	This would indicate unwillingness to
share geoscience data				participate fully in the activity. Where a
and information.			•	partner is entirely unwilling, they can be
				excluded on the basis of not being sufficient
				to enable a productive activity. In the case
				that partners are willing to share only part of
				their information judgement will be required
				to determine if it is worth proceeding. Where
				it is known that information exists but is held
				in confidence, some useful work can
				proceed.
Geoscientific data does	Possible	Moderate	GA	In countries which have had recent complex
not exist or is not				emergencies, war and other significant
accessible in countries				security issues, it is highly likely that
highlighted by AusAID				geoscientific information and datasets will
as priority countries				not exist and/or this data is not accessible.
Design does not pass	Unlikely	Major	AusAID	The concept has passed peer review, so it is
peer review				unlikely that the design would be rejected on
				conceptual grounds. The engagement of a
				design specialist should adequately mitigate
				the risk of failure based on a poor
of the company of the Control of the	of the same and th	The state of the s		quality/inadequate design.

Likelihood	Degree of Impact
Almost certain - expected to occur in most circumstances	Severe - would stop achievement of functional goals and objectives
Likely - will probably occur in most circumstances	Major - would threaten goals and objectives; requires close management
Possible - might occur at some time	Moderate - would necessitate significant adjustment to the overall function
Unlikely - could occur at some time	Minor - would threaten an element of the function
Rare - may occur only in exceptional circumstances	Negligible - routine procedures sufficient to deal with the consequences

ACTIVITY BUDGET

1) Staff resources

Resource	Costing/Travel Basis	***************************************	Period		CY
	***************************************		Year		30-Jun-12
Staffing		Туре	Duration	Qty	Total
SES	Full cost	Month			\$0.00
APS 6.4	Full cost	Month	10	1	
EL 2.7	Full cost	Month	9	1	
EL 1.5	Full cost	Month	8	1	
EL 1.5	Full cost	Month	6	1	
Design Consultant	Contract cost	Week	8		

2) Travel – based on 6 country visits plus 2 contingency trips:

	Flights	TA for 2 weeks	Total for 2 people
Site visit - Country 1 - 2 weeks (2 staff)	6000	4,000	20,000
Site visit - Country 2 - 2 weeks (2 staff)	6000	4,000	20,000
Site visit - Country 3 - 2 weeks (2 staff)	6000	4,000	20,000
Site visit - Country 4 - 2 weeks (2 staff)	6000	4,000	20,000
Site visit - Country 5 - 2 weeks (2 staff)	10000	4,000	28,000
Site visit - Country 6 - 2 weeks (2 staff)	10000	4,000	28,000
Site visit - Contingency - 2 weeks (2 staff)	6000	4,000	20,000
Site visit - Contingency - 2 weeks (2 staff)	10000	4,000	28,000
Total travel cost			\$156,000

Total project cost \$988,460

(ii) Payments on the basis of outputs as follows:

Output	Milestone No.	Milestone Description	Verifiable Indicators	Amount \$
Team engaged	1	Staff have been allocated to the activity	Work commenced	\$100,000.00
Receipt of report on desk review	2	Desk review complete	Report of suitable quality and information value produced	\$335,670.18
Design received	3	Component two complete	Design complete and acceptable	\$396,790.18

(iii) The payment of reimbursable costs as follows:

The following reimbursable costs will be paid in arrears at the completion of the contract:

- Airfares
- Departure Taxes
- Medical, Dental and Evacuation Insurance
- Travelling allowances
- Inoculations
- Per diems
- costs associated with the provision of security arrangements to ensure the safety and security of Australian Government officials during site visits.