Australian Government Department of Foreign Affairs and Trade



Competitive Grant Program Guidelines

9 April 2014

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Section 1: Background and Introduction

Purpose

- 1. Australia is developing a new program of assistance to support the implementation of the peace agreement between the Government of the Philippines and the Moro Islamic Liberation Front. The Department of Foreign Affairs and Trade (DFAT), which has responsibility for Australia's aid program, invites proposals from eligible organisations for a competitive process to select programs. DFAT intends to establish programs with a small number of organisations that are well placed to contribute to the anticipated transition to the Bangsamoro.
- 2. The anticipated start date for grants is July 1, 2014 and grants will end on June 30, 2017.

Background

- 3. While violent conflict is a problem in many regions of the Philippines, the areas of central and western Mindanao have been the most heavily affected. The conflict between Moro separatist groups and the Government of the Philippines has been a major obstacle to development for more than 40 years, despite the elevation of the Philippines to middle income status, and profound political reforms at the national level. The cost of these conflicts has been immense, in both human and economic terms. More than 120,000 people have died from the conflict, with millions affected through displacement, loss of family members, and destruction of property. The Moro insurgencies have had a cumulative economic cost estimated at more than US\$10 billion.
- 4. The impact of the conflict on development has been devastating. The conflict-affected areas of the southern Philippines have consistently reported the highest levels of insecurity, and among the lowest levels of development in the country. Human development indicators in the Autonomous Region in Muslim Mindanao (ARMM) are extremely poor. The poverty incidence in 2012 in the ARMM was the highest in the country with 48 per cent of the population living below the poverty line, more than double the national poverty incidence. ARMM is the only region in the Philippines that has shown major increases in poverty levels over the period 2003-2009, according to data from the World Bank. Furthermore, life expectancy in the region is nearly 20 years shorter than the major urban centres of the Philippines. The gap between the conflict-affected regions and the rest of Mindanao continues to grow, despite the large and growing international aid programs working in the area.
- 5. The signing of the 'Framework Agreement on the Bangsamoro' in October 2012, followed by the four annexes, lays the foundation for signing a comprehensive peace agreement between the Moro Islamic Liberation Front and the Government. This agreement, anticipated shortly, would create a critical opportunity for a transition to a peaceful Mindanao. It would be the most positive step towards resolution of the conflict in recent decades, though there are still many precarious steps before a lasting peace can be reached.

- 6. The peace negotiations between the Government and Moro Islamic Liberation Front are notable for the degree of influence by women. Throughout the negotiations, several women played very senior and influential roles on the Government side, including two Secretaries and one Chair of the Government negotiating panel. The newly established Bangsamoro Transition Commission includes one indigenous and three Moro women. Furthermore, several of the most prominent civil society leaders working to promote peace in Mindanao are women. Despite this influence to date, there is a strong need to promote and monitor gender concerns during the implementation of the peace agreement. The continued involvement of women in the transition process is an important contribution to a lasting settlement to conflict in Mindanao.
- 7. During the transition, there will be an important need to support and strengthen the institutions and processes that will be central to the implementation of the peace agreement. The Framework Agreement and annexes call for the establishment of a set of transitional institutions to implement the peace agreement and govern the Bangsamoro region for an interim period. These new institutions including the Transition Commission, Transition Authority, Third Party Monitoring Team, and several issue-specific processes and commissions such as normalisation –will likely require technical support and engagement with a wide range of citizen groups and key actors.
- 8. The normalisation components of the peace agreement in particular will be critical to future security in Mindanao and the success of the peace process. It is an area where past agreements have faltered and which has the potential to make a real difference to the lives of people in conflict-affected areas. Over the coming period the new Bangsamoro government must shape its security policy, the mandate of new Bangsamoro security forces, and the relationship with national security actors. This will require analysis and policy dialogue on key challenges to implementation of the normalisation annex. Similarly, public consultation and input on security issues in the new Bangsamoro will be needed to inform the transition, including in areas adjoining the autonomous area with concerns over security threats. While these are long-term endeavours, there is a strong case engaging with key stakeholders now to provide timely and substantive assistance as the process evolves.
- 9. Over the next two years, there will also be a critical need to strengthen confidence in and broaden support for the peace process. The anticipated signing of the comprehensive peace agreement will launch a dynamic new phase of the peace process, as the substance of the negotiations will be subjected to political deliberation and public scrutiny. It is anticipated that there will be intense public debate on the peace agreement. At critical points, there will be a clear need to build on the existing constituency for the peace process to help prevent a breakdown in the transition. To be successful there is a need for engagement of groups beyond the negotiating parties and the traditional core of peace advocates.
- 10. Even if the transition to the Bangsamoro and the peace process progress smoothly, vulnerability to instability from local level violence will continue. Violent conflict can result from unresolved disputes between local actors clans, political leaders, military units, police, insurgent groups, and criminal networks and quickly escalate into wider hostilities. Building the capacity of the new autonomous government to provide stability in the Moro regions will be a long-term endeavour; in the interim period, local mechanisms will often be the best mechanism for preventing escalation of violence.

Reducing the potential for localised violence to escalate will help to stabilise the peace process by reducing flare-ups that could de-rail the ceasefire and complements other support to the peace process. Managing local violence will be particularly important to the normalisation process as continued violence will complicate efforts to reduce the level of arms in the region and provide safety and public order for communities.

Section 2: Objectives of this Competitive Grant Program

- 11. Consistent with the aims of Australian aid to the Philippines, the main objective of this grants program is to support **long-term stability and development in conflict-affected areas of Mindanao**. This program should enhance stability and development by supporting efforts to ensure a successful transition to the Bangsamoro and a durable end to armed conflict in Moro areas.
- 12. Australian aid will support this objective by focusing on funding proposals for:
 - > Improving institutional capacity to implement the peace agreement;
 - > Ensuring the peace process is more credible and widely supported; and
 - > Strengthening local mechanisms for averting the escalation of violence.
- 13. The Australian aid program is seeking competitive proposals for programs that clearly address and support improvement in one or more of these three objectives.

Section 3: Eligibility Criteria

Organisation Eligibility Criteria

- 14. All proposal submissions **must** come from a lead organisation, with which DFAT will enter into a grant agreement, working with an identified set of partners. Proposals coming from a single organisation will **not** be accepted. The peace process will continue evolve over duration of this program. To maintain flexibility throughout the program period, preference will be given to organisations that can demonstrate their strong relationships with key stakeholders and institutions with that would allow the program to adjust as needs for support change.
- 15. Local organisations **must** be involved in all proposal submissions, either as the lead organisation or an identified partner. Proposals that include solely international organisations will **not** be accepted. There is no limit to the number of partners that may be involved in a proposal. However proposals should clearly identify why each partner is represented, the benefit they bring to the proposal, and clarify any governance issues identifying how the activity will be managed. Proposals may include new partnerships developed specifically for this program, or they can be already existing networks and partnerships.
- 16. All organisations submitting proposals **must** be able to demonstrate relevant experience working in Mindanao. Lead organisations and a majority of partners **must** have current or recent programs (within the past three years) on peace and conflict issues in the conflict-affected areas of Mindanao, or direct support to the peace negotiations.

- 17. Management arrangements, including the roles and responsibilities for all partners, and a designated lead organisation **must** be clearly outlined in the proposal. Proposals **must** explain how the proposed arrangements provide value for money. Lead organisations will sign the grant agreement and be responsible to DFAT for program management, reaching objectives and outcomes of the proposal, fiduciary oversight and risk management, as well as reporting.
- 18. It is envisaged that successful proposals will come from organisations with extensive existing local networks in conflict-affected Mindanao and strong relationships with key actors and institutions in the peace process.
- 19. Proposals should outline their relationships with women's groups, female leaders, and other organisations promoting involvement of women in the ongoing peace process. Proposal should outline their relationships with indigenous leaders and indigenous people's organisations, and how the program will actively involve indigenous people in the activities. Proposals should outline efforts to include marginalised groups, including people with disability and disabled people's organisations.
- 20. Applicants **must** be able to meet the due diligence requirements for Australian aid grants (provided at **Annex A**). Funding for successful applicants will be contingent on the findings of a due diligence assessment.
- 21. Note that only lead organisations will be required to complete a due diligence assessment. If organisations have completed an Australian aid due diligence assessment in the past five years then no additional assessment is required. This should be noted in their application.

Activity Eligibility Criteria

- 22. Activities are to commence **1 July 2014** and should be planned for three years to **30 June 2017**.
- 23. Proposals **must** have a budget of no less than **AUD500,000** per year and no more than **AUD1,000,000** per year. All proposals and budgets **must** be provided in Australian dollars.
- 24. A maximum of **12 per cent overhead administration/indirect costs** will be allowed. If organisations have an existing head agreement or partnership arrangement with DFAT then overhead administration/indirect cost levels should be in line with these existing arrangements. Note that proposal budgets will be evaluated on the basis of value for money, so organisations should ensure to outline how costings promote this ideal in their proposal.
- 25. Proposals and activities that focus on institutional support, capacity building, and technical assistance should focus on institutions or agencies established through the peace agreement, or with a formal mandate in the implementation of the agreement.
- 26. Activities that support local government units will be eligible where there is a clear benefit for implementing the peace agreement.
- 27. Proposal activities **must** directly address the program objectives outlined at paragraph 12. Activities focused on strengthening local mechanisms to avert the

escalation of violence will only be eligible if a strong argument can be made for their link to the peace process.

Ineligible Activities and Ineligible Costs

- 28. Proposals that are designed to build the capacity of national government agencies and current ARMM regional government entities will not be eligible.
- 29. Activities focused on peacebuilding outside of the Moro areas or support for peace negotiations with the Communist Party of the Philippines/New People's Army are not eligible for funding.
- 30. Activities focused on strengthening local mechanisms to avert the escalation of violence will only be eligible if a strong argument can be made for their link to the peace process. Activities in this area that do not clearly connect to the peace process are not eligible for funding.
- 31. Proposals with overhead administration/indirect costs greater than 12 per cent of the total budget will not be considered.

Section 4: Safeguards and Cross-cutting Issues

- 32. All organisations and partners seeking funding **must** comply with the relevant category in Attachment 1 of DFAT's Child Protection Policy.ⁱ
- 33. Proposals must explicitly demonstrate how they comply with Australian Government policies on safeguards, gender and disability. Proposals should outline how they will include people with disability throughout the program and consider developing an action plan to guide these efforts.
- 34. Proposals **must** outline how they will ensure gender-sensitive analysis and a gendered approach are integrated throughout the program in line with Australia's commitment to United Nations Security Council Resolution 1325.
- 35. Applicant organisations should also specifically review the following Australian aid policies to ensure they consider them in their proposals:
 - > Framework for Working in Fragile and Conflict Affected States;
 - > Development for All towards a disability-inclusive aid program 2009-2014;iii
 - Promoting Opportunities for all: Gender Equality and Women's Empowerment;^{iv}
 - > Displacement and Resettlement of People in Development Activities;v and
 - Environment Management Guide for Australia's Aid Program.vi
- 36. These and other relevant policies can be found on DFAT's website www.aid.dfat.gov.au.

Section 5: Reporting and Acquittal Requirements

37. A narrative report will be required within 30 days of the completion of each six month reporting period, due by 31 January and 30 July each year. The project should also provide a financial acquittal report with the narrative reports. The first tranche will be

payable upon signing of the agreement. Annual tranches in later years will be contingent on sufficient expenditure progress in the preceding period.

- 38. A draft reporting template is included at **Annex D**. This may be refined in discussion with successful applicants.
- 39. DFAT requires that applicants propose a monitoring and evaluation plan that will balance the need for flexibility and accountability in the project, as well as promote continuous improvement. Key performance measures should focus on identifying how they bring about outcome level changes. Monitoring and evaluation plans should track key outputs, but the focus should be on the program's contribution to key peace processes outcomes, such as confidence levels, changes in public support, and reductions in violent incidents, rather than only capturing program outputs.
- 40. The proposal should outline clear performance monitoring mechanisms, including how the project will respond to the findings of any evaluation.
- 41. Note that all projects **must** undergo at least **one** independent evaluation over the life of the program. DFAT will organise these evaluations and work with successful applicants to schedule them.

Section 6: Proposal format

- 42. Proposals **must** be <u>no more than 15 A4 pages</u>, excluding annexes. Proposals longer than this will not be considered or further assessed as part of this process
- 43. A detailed proposal budget must be included as an annex.
- 44. Details on the roles and responsibilities of partners and the relationship with them **must** be included as an annex. A letter **must** be provided from all identified partner organisations confirming their agreement to their role in program implementation.
- 45. Other annexes may be used but should be kept to a minimum. The total length of all annexes should not exceed 5 pages. Required supporting documentation, such as letters and forms, will not be included in the page count.
- 46. A template for proposals is included in the Invitation to Submit Proposal.

Section 7: Assessment

Criteria for the Assessment of Proposals

- 47. All proposals should be submitted in the format provided in the Invitation to Submit Proposal.
- 48. DFAT will check that all proposals conform to the eligibility requirements of outlined in these Competitive Grant Program Guidelines and the Invitation to Submit Proposal.
- 49. Eligible proposals will be assessed on a technical basis against the below weighted criteria:

Assessment Criteria	Weighting (out of 100%)
Proposal is well written, relevant, achievable and appropriate given the proposed outcomes.	50
This can be demonstrated by the following:	
 The extent to which the proposal clearly supports one or more of the program objectives (outlined at paragraph 12); 	
 The extent to which the proposal has a well-defined program logic or theory of change, with proposed outcomes that are realistic and appropriate given activities; and 	
The extent to which the proposal explicitly addresses how the program will build in flexibility to respond to changes in the context over the length of the program.	
Organisational capacity, experience and management arrangements.	20
This can be demonstrated by the following:	
 The extent to which the proposal outlines robust governance, risk management and accountability arrangements in line with Australian due diligence requirements. 	
 The extent to which the proposal outlines the organisation's existing presence and experience working in conflict-affected Mindanao 	
The extent to which the identified set of partners implementing the program demonstrates strong relationships with key stakeholders and institutions with that would allow the program to adjust as needs for support change.	
Has a clear and appropriate budget for proposed outcomes, and that explains how the organisation has promoted value for money in their approach.	10
Articulates how it addresses the differing needs of women, men, girls and boys and how it supports Australia's commitments under United Nations Security Council Resolution 1325 on women, peace and security.	10
Demonstrates a clear monitoring, analysis and evaluation system that includes a focus on capturing the program's contribution to key peace processes outcomes.	10

Proposal Assessment Process

50. DFAT invites organisations to submit full proposals, including budgets, based on eligibility contained in these Competitive Grant Program Guidelines, which will be assessed through a one stage competitive assessment process.

- 51. DFAT will award not more than **four grants** with a combined value of not more than AU\$2,000,000 per Australian financial year. Given the anticipated volume of applications DFAT will not be providing specific feedback to unsuccessful applicants. However, generic feedback will be provided on the process.
- 52. All proposals will be reviewed by a panel of DFAT staff in Manila and Canberra with relevant expertise. The panel composition and the assessment process will be approved by an appropriate DFAT delegate.
- 53. The panel will seek input from DFAT Gender Equality and Disability-Inclusiveness specialists as needed during the initial review of proposals.
- 54. Any complaints will be dealt with in accordance with DFAT's Complaints Handling Procedures Relating to Procurement and Grant Funding Administration.^{vii}
- 55. Prior to contract signing, proposals may require refinement based on the DFAT assessment panel's comments.

Section 8: Operational Procedures

- 56. In addition to written reporting, Australian Embassy staff will meet with partners at least quarterly to discuss program implementation.
- 57. Within one month of program implementation beginning partners **must** submit a detailed work plan for the initial 12 month period for DFAT approval. This work plan will be reviewed quarterly with DFAT as part of aforementioned program implementation discussions.
- 58. Annual work plans for the second and third years will need to be submitted to DFAT for approval one month prior to the start of each 12 month period.
- 59. Along with their proposal, applicants **must** submit a signed Due Diligence Fraud and Anti-Corruption Acknowledgement Form at **Annex B**.
- 60. Along with their proposal, applicants **must** also submit a signed DFAT Child Protection Code of Conduct Form at **Annex C**.
- 61. Note that all successful partners **must** submit a Do No Harm analysis with their annual work plan. Resources for this can be included in the proposal budget.

Section 9: Dates of Funding Round

62. Proposals are due by **11:59pm** (Manila time) on Sunday **11 May 2014**. Proposals received after this time will not be considered. Proposals **must** be submitted electronically to basic.bangsamoro@dfat.gov.au.

Section 10: Contact Person

63. Any questions on these Grant Guidelines should be sent to: basic.bangsamoro@dfat.gov.au two weeks before the Closing Time indicated in paragraph 60. DFAT will respond to any organisation's enquiries no later than one week prior to the Closing Time. If required, generic responses to questions received will be provided publicly via an Addendum to these Grant Guidelines, on the DFAT internet at least one week prior to the Closing Time.

Proposal Template

64. See the Invitation to Submit Proposal for the required template.

Draft Grant Agreement

65. The draft grant agreement DFAT intends to sign with successful applicants for this program is attached at **Annex E**. DFAT expects that provision of a proposal for this process demonstrates the organisation's confirmation of agreement to enter into this arrangement. Final agreement terms and conditions are subject to a final legal clearance by DFAT.



Australian Government

Department of Foreign Affairs and Trade

Annex A: Due Diligence Requirements

Assessment Criteria	Assessment of an Entity (Non –Individual)
Criterion 1. DFAT is required to verify implementing partner identity.	 Original recent bank statement (showing name and address of the entity) If the entity operates in Australia registration information such as Australian Business Number (ABN), Australian Companies Number (ACN) issued from the Australia Securities & Investments Commission (ASIC), Australian Charities and Not-for-profits Commission registration details. If entity is based or registered overseas, details of equivalent foreign registration (where it exists) Relevant publicly available documents where they exist (e.g. annual reports, published financial statements)
Criterion 2. DFAT is required to verify the past performance of the individuals and entities.	 Any recent and relevant performance information that you would like the DFAT assessing officer to consider (e.g. external or independent evaluations and reviews) Professional Referees (not included in CV) List of recent activities or projects
Criteria 7 & 8. DFAT is required to verify implementing partner practices, processes and systems used to mitigate and manage the risk of fraud and corruption.	 Signed Due Diligence Fraud & Anti-Corruption Acknowledgement form by Chief Executive Officer (CEO), or Deputy CEO or equivalent level of office holder If applicable, details of current or recent (last two years) fraud or corruption related investigations by external parties on organisation or related entities Details of Invoice & payment Systems including: Who has authority to issue payments? How are invoices received? How are goods or services were provided checked to ensure that they were delivered at agreed standards prior to payments? Who authorises invoice payment? How are payments made? (Cheques, transfers, money orders etc.) Details of Record keeping arrangements (Who does the book keeping and accounting function?) Details of how above documents are retained and stored (Where and how documents are stored and secured? For how long?) Audit arrangements: is the entity is subject to audit and how often? Confirm time, place and type (financial, performance, internal, external etc.) request details of last audit and who conducted it. Relevant entity policy documents: Code of Conduct, Fraud Control Policy, Anti-Corruption / Bribery Policy, Conflict of Interest and Procurement Policy.

Assessment Criteria	Assessment of an Entity (Non –Individual)
Criterion 11. DFAT is required to verify that Individuals have undergone integrity screening and entities have integrity systems in place.	 Details of processes and practices the entity employs to check the integrity of staff and contractors prior to engagement. How does the entity check the CV integrity of prospective employees? How does the entity seek and consider referee reports relating to prospective employees? Does the entity use criminal history checks to screen prospective employees? Details of processes and practices the entity employs to ensure the integrity of staff and contractors post engagement. How does the entity manage and investigate complaints regarding behavior including breaches of the code of conduct? How does the entity receive complaints? Who investigates complaints? Who makes final decision in response to complaints made? How are decisions recorded and reported? Relevant entity policy documents: HR Policy, Code of Conduct Complaints Handling Policy and Whistleblower Policy.
Criterion 14. New implementing partners have appropriate child protection processes and systems in place Existing Partners (Individuals and Entities): must comply with the DFAT Child Protection Policy 2013	 Details of child protection policies and practices that the entity currently undertakes. Child Protection Policy Child Protection Risk Assessment policy, system or practice Child Protection Manual List of Child Protection Training conducted for staff. Where conducted, details of policy compliance checks conducted by the DFAT Child Protection Unit.



Annex B: Fraud and Anti-Corruption Acknowledgement Form

DFAT Due Diligence Australian Government Department of Foreign Affairs and Trade DFAT Due Diligence Fraud & Anti-Corruption Acknowledgement		
		[insert name / name of organisation],
of		[insert position held*],
1.	Acknowledge that I have read and understood DF	AT's Fraud Policy Statement August 2012.
Individ	<i>uals</i> to complete: (please tick correct answer)	<i>Entities</i> to complete: (please tick correct answer)
2.	l confirm that	2. I confirm that (insert organisation name)
	I am not currently, or have been over the last two years, the subject of a fraud or corruption related investigation by external parties** I am currently, or have been over the last two	Is not currently, or has been over the last two years, the subject of a fraud or corruption related investigation by external parties**
	years, the subject of a fraud or corruption related investigation by external parties** and I am willing to provide DFAT with any details of the investigation and any outcomes (if known).	Is currently, or has been over the last two years, the subject of a fraud or corruption related investigation by external parties** and is willing to provide DFAT with any details of the investigation and any outcomes (if known).
3. Further I agree that in the course of my association with DFAT, I or (insert name of organisation)		
equivalent level of office holder in the organisation. ** External parties conducting investigations include, but are not limited to: national authorities including police, multilateral organisations and other donors or implementing partners.		



Australian Government Department of Foreign Affairs and Trade

Annex C: Child Protection Code of Conduct Acknowledgement Form



DFAT Due Diligence Child Protection Code of Conduct

[insert name] columnulates that I have read and up

I, ______ [insert name], acknowledge that I have read and understand DFAT's *Child Protection Policy, January* 2013, and agree that in the course of my association with DFAT, **I must:**

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- not engage children under the age of 18 in any form of sexual intercourse⁶ or sexual activity,⁷ including paying for sexual services or acts
- wherever possible, ensure that another adult is present when working in the proximity of children
- not invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger
- not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or access child exploitation material through any medium
- not use physical punishment on children
- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which
 interferes with their time available for education and recreational activities, or which places them at significant risk of
 injury
- comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during my association with DFAT that relate to child exploitation and abuse.

When photographing or filming a child or using children's images for work-related purposes, I must:

- assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child
- obtain informed consent from the child and parent or guardian of the child before photographing or filming a child. As part of this I must explain how the photograph or film will be used
- ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a
 vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as
 sexually suggestive
- ensure images are honest representations of the context and the facts
- ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

I understand that the onus is on me, as a person associated with DFAT, to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse.

Signed:

Australian Government

Department of Foreign Affairs and Trade

Annex D: Draft Reporting Template

General Guidance on DFAT 6 monthly Progress Reporting

<u>Please Note</u>: This General Guidance is for reference only and should be deleted from the final report

Reviewing or Planning

Progress reporting is a review of events that have occurred already, not those which are planned or expected to occur; it is retrospective and therefore uses past tense. Revisions to work plans/implementation plans describing projections and planned events (and therefore using future tense) should be either described in the separate 'Forward Planning' section of the report, or placed in a separate Annex of the progress report.

Length

Generally, 6 monthly Progress Reports should not be more than 15 pages plus annexes.

Scope

In six-monthly reporting the Australian Department of Foreign Affairs and Trade (DFAT) does not need a detailed description of everything that the project has done, what is needed is:

- Whether the program is making satisfactory progress towards achieving sustainable outcomes
- > What have been the quality and reach of key outputs of the program in the reporting time frame?
- Is the program is making adequate implementation progress against the annual plan and budget?
- > Whether the management systems and process are of a sufficient quality

Analytical or Descriptive

In general, Progress Reports should be analytical, not simply descriptive. We do not need detailed descriptions of what has been delivered. Focus on what have been the achievements, what facilitated or constrained the achievements and what are the implications of the extent of achievements.

- > Descriptive What is the current situation?
- > Analytical What are the key factors that account for this situation (enhancing and inhibiting)?
- Analytical What are the implications of this situation to the Program's success? E.g., is the problem so serious that you now no longer expect to achieve your intended end-of-program outcomes?

Management Action

What management responses do you, as the program implementer, propose in order to address the issues identified? If you have already tried to solve the problem, then describe the approaches used and whether or not they were successful. If you have not already tried

some solutions, then list the proposed responses that you expect will work. It is helpful to consider the cost implications of any remedial actions and details of the planned response: What will be done? How will it be done? When will it be done? Who will do it?

Evidence

Credible supportive evidence should be provided to support any claims of achievement in terms of outcomes, and quality of outputs or deliverables. All data must be disaggregated by sex.

Attribution

In the complex operating environment of international development, it can be difficult to prove causal attribution but it is generally sufficient to use sound professional judgement and credible evidence to *demonstrate a plausible case for significant contribution*.

Illustrating progress

Case studies, vignettes and photos are welcome additions to progress reporting and can illustrate progress, results or challenges. They can be placed in text boxes in the appropriate sections of the report.

DFAT 6 monthly Progress Report Template

<u>Please Note:</u> Text in italics is included as a guide on information that should be included under each numbered report heading, and should be deleted from the final report template.

Project Title and DFAT Agreement Number

Author

Details of Report Author(s) and/or Contact Person

Timeframe

Report and Program timeframe

Table of Contents

Executive Summary

The focus of this section is summary information on:

- > the continued relevance of the expected end-of-program outcomes;
- progress toward achievement of sustainable end-of-program outcomes (including outcomes of relevant cross-cutting themes);
- > quality, reach and coverage of the most crucial outputs or deliverables;
- important factors (internal or external) impacting on adequacy of outcomes and outputs;
- implications of critical issues to the achievement of results, implementation of the annual plan and meeting the budget;
- > major management responses proposed; and
- any important issues affecting with the program management or implementation systems.

Remember this is a summary, generally no more than a single page.

Brief Background

This section should comprise a very brief summary of the program configuration, objectives and approach. The primary audience of the report will already have a good knowledge of the program but there should be sufficient detail here so that a reader who is not already familiar with the program can understand the significance of the information in the report.

Context

The program environment may have changed significantly between design and implementation phases. Note relevant developments in the environment that directly affect program implementation, implementation partners, target institutions or beneficiaries. Associated key implementation risks can also be mentioned here. Resultant updates to risk prevention, mitigation and management are presented under the Risk Management section.

Key Results

Narrative Summary of Highlights

A brief narrative summary of major achievements or important outcomes can be highlighted by being placed in a box like this at the front of the document. This facilitates easy reference and quick access e.g. for government and media briefings.

Consider, for example, if you met the Australian Minister for Foreign Affairs and had 2-3minutes before they moved on what would you want to tell them about your program's achievements?

Table of Key Results

Table should show project progress against key, not all, quantitative indicators. Include project period indicators and achievement against them. Include also cumulative indicators and overall progress against those.

Progress Against Objectives

This section should begin with a single sentence that makes clear whether the progress toward achieving outcomes is on track, partially on track, or not progressing well. Discussion of progress made towards program objectives should be in narrative form supported by appropriate quantitative and qualitative data. It should include tables, figures and charts where necessary. It should identify factors that facilitated or constrained progress, or lack of progress; and describe steps taken to overcome constraints and, where there has been significant obstacle to or delays in progress, contingency planning.

Summary of Key Outputs or Deliverables

Objective: One*

- > Output 1*
- > Output 2

*repeat as needed for the number of objectives and outputs

The report does not need to describe every single output of the program during the reporting period (e.g. every training workshop, meeting held, plan developed, or study tour conducted).

Discuss outputs in terms of quality and quantity:

> Quantity: the volume, number, reach or coverage e.g. the number of participants trained, % target group serviced, or the number & type of research activities conducted.

- > Quality: the report does not need to discuss the quality of every output but should comment on the quality of some of the more resource intensive outputs, or those outputs most commonly used.
- Examples/case studies: the report can provide key examples that illustrate the impact of activities.
- Beneficiary voices: the report can include beneficiary case studies and direct feedback from beneficiaries.

Progress Against the Work Plan or Implementation Plan

Assess progress made against the annual implementation or work plan. Make a firm judgement on the adequacy of this progress. Where there are significant delays, identify the factors leading to this, the implications to completing the program on time and propose management responses. Use this section to provide relevant information, as necessary about:

- > Implementation challenges and their management
- > Changes in the program implementation environment that directly affect implementation
- > Unexpected or unintended positive or negative consequences of implementation
- A firm judgement on the adequacy of the planned inputs to meet the expected endof-program outcomes and the assumptions upon which this assessment was made are stated
- > Your assessment of the adequacy of progress against the budget.

Summary of previous and proposed management recommendations or responses Discuss the implementation and effectiveness of recommendations or management responses from previous progress reports or DFAT's due diligence assessments. The progress report should then provide a summary of the important recommendations or management responses currently proposed.

Relevance

Discuss the relevance of the project to the specific development conditions and social and economic context in which it is being implemented. Is this project the most appropriate contribution to be making in the particular context at this point of time? Consider the alternatives - is this project the best modality and approach to achieve the project's goals? Is the choice of activities based on a solid contextual analysis? Has the policy or operating context changed since design? If so, how has the project adapted to remain relevant?

Effectiveness

Discuss to what extent the project is making the difference that was expected at this point in time. Questions to consider include (not all will be relevant for every project): Are we achieving the outcomes that we said we would achieve? What evidence can we point to that indicates progress towards our intended outcomes? Draw on performance measures incorporated in the project's M&E system, or agreed milestones. Where projected outcomes and/or objectives seem unclear, unrealistic or inappropriate, how will these be addressed? Where relevant, is policy dialogue successfully used to influence partners and support our intended outcomes? Is there evidence of behaviour changes amongst partners and beneficiaries consistent with what the project intends to achieve? What is the quality of our deliverables (technical assistance, materials, construction etc.)? What are the key factors that are enabling or inhibiting progress towards the objectives? Is there evidence of unanticipated outcomes associated with the project that need to be investigated further?

Efficiency

Discuss to what extent the project is making appropriate use of the organisation's and other partners' time and resources to achieve project outcomes. Questions to consider include (not all will be relevant for every project): Does the project represent value for money? Is the budget being spent as expected or is it over or under spent? Are the inputs (human resources, funding and time) adequate to achieve the project's intended outcomes? Are staffing levels appropriate and do staff have the necessary skills to undertake their jobs? Are implementation arrangements well-harmonised with other development partners? Are the implementing partner(s) and the modality chosen producing expected outputs? Do implementation arrangements align with and support partner government systems to the appropriate extent?

Sustainability

Discuss to what extent the project benefits will last beyond the implementation period. Questions to consider include (not all will be relevant for every project): Is it clear what sustainable benefits and changes the project aims to generate? Are specific constraints to sustainability of the project identified? Does the project have strategies to address these constraints? What is the likelihood that the project will achieve sustainable benefits? Do partners (including beneficiaries) report and demonstrate a level of ownership? Are local systems, where available, being used appropriately? Is this project producing environmentally sustainable outcomes? Is the project likely to be adversely affected by environmental changes? To what extent has environmental quality been maintained?

Monitoring and Evaluation

Assess the progress made on the monitoring and evaluation (M&E) system, as well as, any issues arising in its development and implementation. Include an appraisal of the quality of data, and the systems in place for its collection and analysis. For example, what data are being collected, by whom, how and when? Is it consistent and sustainable? Is the data collection system providing the information you need for effective monitoring and reporting? What is your judgment of the data quality? How would you assess it in terms of Validity, Reliability, Precision, Integrity and Timeliness?

Gender Equality

Assess the extent to which the project implements activities and monitors progress towards achieving equitable outcomes for women and men, girls and boys. Does the project include outcomes that particularly address gender inequalities and is there evidence of progress toward these outcomes? Are the related outputs on track as expected in the work plan? How does this project advance gender equality and promote women's empowerment? Does it advance equal access to public services and equal control over assets and productive inputs; increase women's voice in decision-making, leadership, and peace-building; empower women economically and improving their livelihood security; end violence against women and girls at home, in their communities, and in disaster and conflict situations? Do partners view gender equality as a priority and work to translate existing gender policies and strategies into effective results within organisations and at community-level? Does the M&E system collect sex disaggregated data and include indicators specific to addressing gender inequalities? Is there evidence of institutional and/or behaviour changes towards greater gender equality amongst partners and beneficiaries? Are sufficient human and financial resources directed towards realising gender equality outputs and outcomes?

Do No Harm

Discuss to what extent the program has successfully ensured a Do No Harm approach. Questions to consider include (not all will be relevant for every project): Is the intervention based on valid Do No Harm analysis of the situation? To what extent did the findings of the initial Do No Harm analysis inform project design and implementation? In light of the conflict analysis, is the intervention working on the right issues in this context at this time? Does the intervention appear to address relevant key causes and drivers of conflict and fragility? How is the project's M&E system tracking the intended and unintended consequences of assistance? Does the project's M&E system include attempts to track conflict sensitivity? Does this information inform management responses? Has the conflict context changed significantly since the initial Do No Harm analysis? Are there new actors? Changes in demands or shift in alliances? Are there new advances towards progress or peace? Is the conflict affecting women and men differently? Are you keeping track and paying attention to the different causes or triggers of conflict, peace and resilience? Are there changes in the context that require a change in activities, theory of change, or strategy? Are short-term activities or interventions going to produce harm in the long term? Will short-term intervention trigger or produce causes for future conflicts? Will staff and beneficiaries remain safe if the activities are implemented given the conflict dynamic?

Disability-inclusiveness

Report on how the initiative considers and addresses barriers to inclusion or opportunities for participation for people with disability. Questions to consider include (not all will be relevant for every project): What analysis has been undertaken during the reporting period to identify barriers people with disability face to participating and benefiting? How this analysis is guiding implementation? What consultation with Disabled People's Organisations has been undertaken during the reporting period? How this is guiding program implementation? What policy dialogue with partner governments to encourage continued commitment to the inclusion of people with disability has been undertaken during the reporting period? M&E and learning processes are collecting information on how the lives of people with disability have been impacted by the program (this could provide comment on the program's ability to collect disability-disaggregated data and what specific indicators on disability have been collected etc.)?

Lessons Learned

Use this section to provide relevant information as necessary about lessons learnt to inform changes/adaptation/improvements in program planning, design or implementation. When

framing 'lessons' consider for whom the lesson is most relevant, when and how it could be utilised. This section may be more relevant later in the program lifecycle.

Forward Planning

Identify strategic project priorities over the next 12 months:

- > Priorities and 12 Month Work Plan
- > Explain and justify any proposed changes to the approved annual plan and budget

Risk Management

Note significant risks that are associated with existing or emerging influences and which are specific to your program and likely to impact substantially on its implementation. Update the assessment of risk and strategies to prevent, mitigate and manage risk in every six-monthly report. This may be done using narrative; however, it is often most effectively communicated using a Risk Matrix table. DFAT does not need reporting on every possible risk, especially risks that are generic to any development program.

Financial Management

In summary form present financial information on:

- > The amount of budget actually expended to date,
- > Compared with the planned budget, and
- > The variation between planned and actual expenditure

Reflect on whether planned implementation approaches continue to represent good value for money against the types of outcomes being realised. This does not need to be a complex financial analysis, just provide a good rationale for whether current activities have been good value for money e.g. consider value for money of procurement of technical assistance, equipment, etc. You may also wish to consider the costs compared to alternative approaches. More detailed acquittals should be provided in an annex.

Annexes

Annex 1- Financial Acquittals – Please provide Acquittal against original Budget submitted in DFAT Proposal for Reporting Year



Australian Government Department of Foreign Affairs and Trade

Annex E: Sample Grant Agreement

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GRANT AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade (DFAT) ABN 47 065 634 525 002 and

FOR

SAMPLE GRANT AGREEMENT FOR BASIC BANGSAMORO DFAT AGREEMENT

DEED madeday of[BETWEEN:COMMONWEALTH OF AUSTRALIA represented by the Department of Foreign Affairs and Trade ("DFAT")ABN 47 065 634 525 002AND, of (the "Organisation").RECITALS:

- A. DFAT wishes to provide the Organisation with a Grant to undertake an Activity.
- B. The Organisation wishes to accept the Grant subject to the terms and conditions in this Deed.

OPERATIVE:

DFAT and the Organisation promise to carry out and complete their respective obligations in accordance with this Deed including the Deed conditions, schedules and any annexes contained herein.

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Agreement

EXECUTED AS A DEED by the Commonwealth, by an authorised officer, and by the Organisation, by its authorised

officer. **SIGNED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade by:

in the presence of:

Signature of witness

Signature of FMA Act s32B/44 Delegate

Name

Name of witness

Position, Section

SIGNED for and on behalf of by:

Name and Position (Print)

Signature

By executing this Deed the signatory warrants that he/she is duly authorised to execute this Grant Agreement Deed on behalf of the Organisation. in the presence of:

_.....

.

Name of witness (Print)

Signature of witness

(Print)

AGREEMENT CONDITIONS

1. **INTERPRETATION**

Definition

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

"Acquittal Statement" means a statement acquitting the Grant against the budget in the Activity Proposal.

"Activity" means the activity described in the Activity Proposal for which the Grant is provided.

"Activity Contractor" means an entity or person with whom the Organisation enters into a contract for the purposes of carrying out the Activity, and "Activity Contract" has a corresponding meaning.

"Activity Proposal" means the specific tasks and budget associated with the Activity included as Schedule 1 to this Agreement.

"Agreement" means this Deed and includes the Agreement Conditions and any schedules and annexes.

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

"Business Day" means a day on which DFAT is open for business.

"Commonwealth" means Commonwealth of Australia or DFAT, as appropriate. "Fraudulent Activity", "Fraud" or "Fraudulent" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.

"**Grant**" means the amount of money as specified in the clause titled "Grants and Payment" of this Agreement that has been approved by DFAT and paid to the Organisation subject to the conditions outlined in this Agreement for the Activity.

"**Independently Audited**" means financial records audited by a certified financial professional that is in no way linked or associated with the Activity or the Parties.

"**Intellectual Property**" means all copyright and all rights in relation to inventions (including patent rights), trade marks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary, and artistic fields recognised in domestic law anywhere in the world.

"Partner Government" means the Government of the Partner Country.

"**Partner Country**" means the country or countries in which the Activity is to be undertaken in whole or in part.

"Party" means DFAT or the Organisation.

"**Personnel**" means the personnel of the Organisation who are engaged in the performance of the Activity, including the Organisation's employees, Activity Contractors, agents and volunteers.

"**Prior Material**" means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

"**Relevant List**" means the lists of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of the United Nations Act 1945* (Cth) posted at:http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF30CA256F AB001F7FBD?OpenDocument and http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3

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

"World Bank List" means a list 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=11673 0&pagePK=64148989&piPK=64148984

Agreement prevails

1.2 If there is any inconsistency (whether expressly referred to or to be implied from this Agreement or otherwise) between the provisions of this Agreement ("Agreement Conditions") and those in the schedules and any annexes, the schedules and any annexes are to be read subject to the Agreement Conditions and the Agreement Conditions prevail to the extent of the inconsistency.

2. **TERM OF THE AGREEMENT**

- 2.1 The term of this Agreement commences upon execution by both parties being the date indicated at the front of this Agreement and continues until all obligations have been fulfilled under this Agreement, unless terminated earlier in accordance with this Agreement.
- 2.2 The Organisation must commence the Activity on **1 July 2014** and must complete the Activity by **30 June 2017**.

3. NOTICES

- 3.1 For the purpose of serving notices to either Party, a notice must be in writing and will be treated as having been duly given and received:
 - (a) when delivered (if left at that Party's address);
 - (b) on the third Business Day after posting (if sent by pre-paid mail); or
 - (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).
- 3.2 For the purposes of this Agreement, the address of a Party is the address set out below or another address of which that Party may give notice in writing to the other Party: **DFAT**:

To:	Mr Warren Hoye
Postal Address:	Australian Embassy in The Philippines Level 23 Tower 2, RCBC Plaza 6819 Ayala Avenue Makati City 1200, Philippines
Street Address:	Australian Embassy in The Philippines Level 23 Tower 2, RCBC Plaza 6819 Ayala Avenue Makati City 1200, Philippines

Organisation

To:

Postal Address:

Street Address:

Facsimile:

4. **GENERAL CONDITIONS**

- 4.1 The Organisation must carry out the Activity in accordance with the Activity Proposal and the terms and conditions of this Agreement.
- 4.2 The Organisation must advise DFAT immediately of any difficulties or delays in implementation of the Activity.
- 4.3 The Organisation must acknowledge in writing to DFAT receipt of the Grant immediately on its receipt.
- 4.4 The Grant and any interest earned or exchange rate gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Grant must only be expended on the Activity.
- 4.5 The Organisation acknowledges that the Grant provided by DFAT to the Organisation for this Activity does not entitle the Organisation to any other or further grants.
- 4.6 The Organisation must acknowledge DFAT Grant funding assistance provided under this Agreement in accordance with the *Guidelines for NGOs on the use of DFAT logos and other forms of acknowledgement* for the DFAT Australian Aid Program (available from DFAT's website) and discuss any matters relating to publicity or media relations before any publication or media release
- 4.7 The Organisation must not represent itself and must ensure that its Personnel participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.

- 4.8 The Organisation must use its best endeavours to ensure that in its performance of the Activity all Personnel and their dependents, while in the Partner Country, respect the laws and regulations in force in the Partner Country.
- 4.9 The Organisation is responsible for the security of all of its Personnel and for taking-out and maintaining all appropriate insurances.
- 4.10 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of DFAT.
- 4.11 No delay, neglect or forbearance by either Party in enforcing against the other any term or condition of this Agreement will be deemed to be a waiver or in any way prejudice any right of that Party.
- 4.12 This Agreement is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

5. AGREEMENT AMENDMENTS

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

6. **PROCUREMENT**

- 6.1 The Organisation must not use the Grant to acquire any asset, apart from those detailed in the Activity Proposal without obtaining DFAT's prior written approval. Subject to the requirements of this clause, the Organisation will own the assets acquired with the Grant unless specified otherwise in the Activity Proposal.
- 6.2 If the Grant is being used to procure goods or services, the Organisation must implement procedures so that procurement is undertaken in a manner consistent with the Australian Commonwealth Procurement Rules (http://www.finance.gov.au/procurement/procurement-policy-and-guidance/commonwealth-procurement-rules/index.html), in particular the core principle of achieving value for money and the supporting principles of:
 - (a) encouraging competition by ensuring non-discrimination in procurement and using competitive procurement methods;
 - (b) promoting use of resources in an efficient, effective and ethical manner; and
 - (c) making decisions in an accountable and transparent manner.
- 6.3 If the Grant is being used to procure goods, the Organisation must also ensure in its procurement of goods that:

- (a) the goods to be procured are of a satisfactory quality; and
- (b) the goods are delivered in good order and condition and in accordance with the Activity timetable.
- 6.4 If the Grant is being used to procure goods, the Organisation must maintain a Register of Activity Assets ("**Register**"). The Register must:
 - (a) record non-consumable items purchased with the Grant or supplied by DFAT for the Activity which have a value of AUD1,000 (or equivalent) or more;
 - (b) record non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent); and
 - (c) record the date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset.
- 6.5 The Organisation must not dispose of or write-off DFAT funded or provided assets except as agreed in writing by DFAT. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets must be available for audit as required by DFAT. The Register must be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled "Reports".

7. MONITORING AND EVALUATION

7.1 The Organisation must, if required by DFAT, permit DFAT to monitor and/or evaluate the Activity and/or use of the Grant. DFAT will give the Organisation at least two (2) weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

8. **INDEMNITY**

- 8.1 The Organisation must at all times indemnify DFAT, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's Personnel in connection with this Agreement.
- 8.2 The Organisation agrees that DFAT may enforce the indemnity in favour of the persons specified in **Clause 8.1** above for the benefit of each of such persons in the name of DFAT or of such persons.
- 8.3 The indemnity in this **Clause 8** is reduced to the extent that the loss or liability is directly caused by DFAT, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.
- 8.4 This indemnity survives the termination or expiration of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Intellectual Property in or in relation to Agreement Material vests in DFAT upon its creation. DFAT grants to the Organisation a revocable, non-exclusive, world-wide, royalty-free licence to use the Agreement Material.
- 9.2 **Clause 9.1** does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to DFAT a permanent, irrevocable, non-exclusive, world-wide, royalty-free licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 9.2** includes the right of DFAT to sub-license any of its employees, agents or contractors to use, communicate, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, DFAT.

10. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

- 10.1 The Organisation and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on the DFAT website: http://aid.dfat.gov.au. This list is not exhaustive and is provided for information only. The provision of this list does not relieve the Organisation from complying with the obligations contained in this clause titled "Compliance with Laws, Guidelines and Policies".
- 10.2 The Organisation must have regard to and comply with the Statement of International Development Practice Principles located at **Schedule 2** to this Agreement.
- 10.3 The Organisation and its Personnel must comply with:
 - (a) The *Child Protection Policy*, accessible on the DFAT website:**Error! Hyperlink reference not valid.** http://aid.dfat.gov.au/Publications/Pages/child-protection-policy.aspx and particularly the child protection compliance standards at Attachment 1 to the policy. DFAT may audit the Organisation's compliance with the *Child Protection Policy* and child protection compliance standards. The Organisation must participate cooperatively in any reviews conducted by DFAT;
 - (b) The Thematic Strategy 'Promoting Opportunities for All: Gender Equality and Women's Empowerment' (November 2011) for the DFAT – Australian Aid Program accessible on the DFAT website: http://aid.dfat.gov.au;
 - (c) The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014' for the DFAT – Australian Aid Program, accessible on the DFAT website: http://aid.dfat.gov.au , and in particular the strategy's six (6) guiding principles; and
 - (d) *Family Planning and the Aid Program: Guiding Principles* (August 2009) for the DFAT Australian Aid Program, accessible on the DFAT website: http://aid.dfat.gov.au
- 10.4 The Organisation must use its best endeavours to ensure:

- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism; and
- (b) that the Grant is not used in any way to provide direct or indirect support or resources to organisations and individuals associated with terrorism.
- 10.5 The Organisation must have regard to the Australian Government guidance "Safeguarding your organisation against terrorism financing: a guidance for non-profit organisations", available on the National Security website: http://www.nationalsecurity.gov.au/www/agd/rwpattach.nsf/VAP/(084A3429FD57AC0744737F8EA134BAC B)~Safeguard+your+Organisation+WITHOUT+CASE+STUDIES.pdf/\$file/Safeguard+your+Organisation+WITHOUT+CASE+STUDIES.pdf
- 10.6 If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed on a Relevant List it must inform DFAT immediately.
- 10.7 If, during the course of this Agreement, the Organisation is listed on a World Bank List or Similar List it must inform DFAT immediately.
- 10.8 The Organisation warrants that the Organisation will not make or cause to be made, nor will the Organisation receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement. In addition, the Organisation will not bribe public officials and will ensure that its delivery organisations comply with this provision. Any breach of this **Clause 10.8** shall be grounds for immediate termination of this Agreement by notice from DFAT.

11. **TERMINATION**

- 11.1 If the Organisation:
 - (a) becomes, or DFAT considers there is a reasonable prospect of the Organisation becoming bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to DFAT;
 - (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
 - (c) fails to commence, or in the opinion of DFAT, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from DFAT to remedy the failure;
 - (d) assigns its interest in this Agreement without the consent in writing of DFAT;
 - (e) is listed on a World Bank List, Relevant List or Similar List;

- (f) 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;
- (g) breaches any of its obligations under the clause titled "Compliance with Laws, Policies and Guidelines"; or
- (h) breaches any other term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from DFAT to remedy the breach;

then in every such case DFAT may immediately terminate this Agreement by giving the Organisation notice in writing, without prejudice to any of DFAT's other rights.

- 11.2 In addition, either Party may terminate this Agreement by giving to the other a notice to terminate in writing stating the reasons for termination.
- 11.3 In the event of any termination, the Organisation must provide an Independently Audited statement of expenditure of the Grant within thirty (30) days of the date of the notice to terminate, signed by the head of the Organisation, and return any uncommitted Grant funds to DFAT.
- 11.4 In the event that a notice to terminate is given by either Party, the Organisation must:
 - (a) immediately do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement;
 - (b) in a prompt and orderly manner cease expenditure of any uncommitted Grant funds; and
 - (c) refund any uncommitted part of the Grant already paid by DFAT, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.
- 11.5 In the event that a notice to terminate is given by either Party, DFAT will not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the total financial limitation of this Agreement, as specified in clause titled "Grants and Payment".

12. ACCOUNTS AND RECORDS

- 12.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 12.2 The Organisation must:
 - (a) maintain a sound administrative and financial system capable of verifying all Acquittal Statements;
 - (b) keep proper and detailed accounts, records and assets registers along with adequate Activity management records providing clear audit trails in relation to expenditure under this Agreement;

- (c) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by DFAT and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
- (d) ensure that its accounts and records are held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement;
- (e) if requested by DFAT, provide an Acquittal Statement, certified by the senior financial officer or the head of the Organisation; and
- (f) in addition to its obligation under the clause titled "Reports", if reasonably requested by DFAT in order to verify the expenditure of the Grant, provide an Acquittal Statement Independently Audited by an auditor nominated by DFAT at no cost to DFAT.

13. **FRAUD**

- 13.1 The Organisation and its Activity Contractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
- 13.2 The Organisation must report in writing within 5 working days to DFAT any Fraudulent Activity involving the Activity.
- 13.3 In the event of a Fraud and in consultation with DFAT, the Organisation must develop and implement a strategy to investigate, based on the principles set out in the *Australian Government Investigations Standards*. The Organisation must undertake the investigation at the Organisation's cost.
- 13.4 Following the conclusion of an investigation, where the investigation finds the Organisation or an employee of the Organisation or an Activity Contractor has acted in a Fraudulent manner, the Organisation shall:
 - (a) where money has been misappropriated, pay to DFAT or the Activity the full value of the Grant funds that have been misappropriated; or
 - (b) where an item of property has been misappropriated, either return the item to DFAT or the Activity or if the item cannot be recovered or has been damaged so that it is no longer usable, replace the item with one of equal quality;
 - (c) refer the matter to the relevant Partner Country police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (d) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 13.5 Following the conclusion of an investigation, where the investigation finds that a party other than the Organisation or an employee of the Organisation or an Activity Contractor has acted in a Fraudulent manner, the Organisation shall, at the Organisation's cost make every effort to recover any Grant funds or funded property acquired or distributed through Fraudulent Activity, including without limitation, the following:
 - (a) take recovery action in accordance with recovery procedures, including civil litigation, available in the Partner Country;

- (b) refer the matter to the relevant Partner Country police or other authorities responsible for prosecution of fraudulent activity; and
- (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.
- 13.6 If the Organisation considers that after all reasonable action has been taken to recover the Grant funds or funded property and full recovery has not been achieved or recovery has only been achieved in part, the Organisation may seek approval from DFAT that no further recovery action be taken. The Organisation must provide to DFAT all information, records and documents required by DFAT to enable the DFAT delegate to make a decision on whether to approve non-recovery of Grant funds or funded property.
- 13.7 The Organisation's obligations under this **Clause 13** survive the termination or expiration of this Agreement.

14. **CONTRACTING**

- 14.1 The Organisation must not enter into an Activity Contract with a person or entity that is listed on a World Bank List or a Relevant List.
- 14.2 If the Organisation discovers that an Activity Contractor is listed on a World Bank List or a Relevant List, it must inform DFAT immediately.
- 14.3 If an Activity Contractor is listed on a World Bank List or a Relevant List, DFAT may direct the Organisation to terminate the Activity Contract and the Organisation must promptly comply with that direction at no cost to DFAT.

15. DFAT USE OF AGREEMENT INFORMATION

15.1 DFAT may disclose matters relating to this Agreement, including this Agreement, and other relevant information, except where such information may breach the *Privacy Act 1988* (Cth), to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries. In addition, DFAT may publicly report information regarding this Agreement. This clause survives the termination or expiration of this Agreement.

16. **REPORTS**

- 16.1 Within thirty (30) days of the completion of each reporting period (outlined at Clause 16.2), the Organisation must submit a progress report, which should not exceed twenty (20) pages and which has two basic parts:
 - (a) A review of implementation progress to in that reporting period; and
 - (b) An implementation strategy and work program for the coming reporting period 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 Organisation and any other key stakeholders.
- 16.2 Reporting periods for Activity:

Reporting Period	Dates of Reporting Period	Report due by
1	Activity Start Date to 31 December 2014	30 January 2015
2	1 January 2015 to 30 June 2015	30 July 2015
3	1 July 2015 to 31 December 2015	30 January 2016
4	1 January 2016 to 30 June 2016	30 July 2016
5	1 July 2016 to 31 December 2016	30 January 2017
6	1 January 2017 to 30 June 2017	30 July 2017

- 16.3 Within thirty (30) days of the completion of each even numbered reporting period (periods 2, 4 and 6) the Organisation must submit to DFAT an acquittal of funds covering the previous two (2) reporting periods.
- 16.4 Within thirty (30) days of completion of the Activity, the Organisation must submit to DFAT:
 - (a) a final report which provides a brief outline of the Activity and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned; and
 - (b) a final Acquittal Statement.
- 16.5 The final Acquittal Statement must:
 - (a) include details of any interest earned on the Grant;
 - (b) be prepared in accordance with the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation;
 - (c) be Independently Audited and certified (The cost of this audit may be payable from the Grant); and
 - (d) be signed by the senior financial officer or the head of the Organisation, indicating that the Grant has been spent in accordance with the terms of this Agreement.
- 16.6 The Organisation must repay to DFAT any unspent Grant funds or interest with the final report and Acquittal Statement.
- 16.7 The annual report, final report and Acquittal Statement must be sent to:

Mr Warren Hoye First Secretary (Development Cooperation) Australian Embassy in The Philippines Level 23 Tower 2, RCBC Plaza 6819 Ayala Avenue Makati City 1200, Philippines

Email: warren.hoye@dfat.gov.au

in the following format:

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

17. GRANTS AND PAYMENT

17.1 DFAT will pay the Organisation an acquittable Grant up to a maximum of **A**\$**x**, plus GST if any up to a maximum amount of \$**x**, in tranches divided as follows:

Indicative Date	Tranche Number	Amount of Grant Funds
<i>July 2014</i> Refer to Clause 17.2 below	1	A\$x
August 2015 (Refer to Clause 17.3 below)	2	A\$x
August 2016 (Refer to Clause 18.4 below)	3	A\$x
TOTAL GRANT AMOUNT		A\$x

- 17.2 DFAT will pay Tranche 1 within thirty (30) days of the date of this Agreement and subject to receipt of a valid invoice.
- 17.3 DFAT will pay subsequent tranches at the date indicated above subject to the Organisation:
 - (a) providing an Acquittal Statement of **80** % of the previous tranche, signed by the senior financial officer or the head of the Organisation indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement;
 - (b) submitting a valid invoice; and
 - (c) making satisfactory progress with the Activity as determined by DFAT.

18. CLAIMS FOR PAYMENT

- 18.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and Agreement number. Invoices must also contain the Payment Event number(s) notified by DFAT.
- 18.2 All invoices must be **made** to:

Chief Finance Officer Department of Foreign Affairs and Trade – Australian Aid Program GPO Box 887 CANBERRA ACT 2601 AUSTRALIA

- 18.3 Invoices should be sent to the above address. Alternatively DFAT will accept electronic invoices. These can be sent to accountsprocessing@dfat.gov.au and a copy sent to the DFAT Activity Manager.
- 18.4 Where Australian GST applies to this Agreement all invoices must be in the form of a valid tax invoice. Invalid tax invoices will be returned to organisations. Information on what constitutes a valid tax invoice can be found at: http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm

SCHEDULE 1 – ACTIVITY PROPOSAL TO GRANT AGREEMENT DEED NUMBER

(Insert Activity Proposal and Annexes)

SCHEDULE 2 – STATEMENT OF INTERNATIONAL DEVELOPMENT PRACTICE PRINCIPLES

A Basic Standard for Engagement with Not-For-Profit Organisations

The Statement of International Development Practice Principles (Attached) has been developed in consultation with the Australian Council for International Development (ACFID). It is founded on the good development practice and experience of accredited Australian Non-Government Organisations (NGOs) and other international development agencies over the last three decades.

The Statement takes account of the Accra Action Agenda on Aid Effectiveness, and in particular, encourages a participatory approach to development. 'Not for profit' organisations are strongly encouraged to work in partnership with others thereby reducing the burden on communities and governments with whom they work. The Statement seeks to articulate the minimum standards and commitment that DFAT expects from all 'not- for- profit' organisations that it funds. It will form an annex to grant agreements with not-for-profit organisations that are not accredited with DFAT.

The Principles are not aimed at accredited Australian NGOs which have already undergone a rigorous accreditation process.

Statement of International Development Practice Principles

This Statement of International Development Practice Principles (The Principles) promotes the active commitment of all non-accredited, not-for-profit organisations funded by DFAT to the fundamentals of good development practice, and to conducting their activities with integrity, transparency and accountability.

The Principles are founded on a premise of 'do no harm' and drawn from good practice principles in the international development not-for-profit sector and international development community more broadly. In line with Aid Effectiveness principles, when planning interventions, not-for-profit organisations are encouraged to consider: what other agencies are doing in the chosen area of focus; where their organisation can add value; and how they can join with others to increase the impact and sustainability of their activities.

Where relevant, DFAT encourages eligible Australian organisations to work towards becoming Australian Council for International Development (ACFID) Code of Conduct signatories.

International Development Principles

Lessons drawn from best practice NGO and civil society programs recognise the importance of working in partnerships, building creative and trusting relationships with people of developing countries and supporting basic program standards which:

- > give priority to the needs and interests of the people they serve and involve beneficiary groups to the maximum extent possible in the design, implementation and evaluation;
- > promote an approach that includes all people in a community and ensures the most vulnerable, including people with disability, women and children, are able to access, and benefit equally, from, international development assistance;
- > encourage self help and self-reliance among beneficiaries;
- avoid creating dependency through the facilitation of active participation and contributions (as appropriate) by the most vulnerable;
- > respect and foster all universally agreed international human rights, including social, economic, cultural, civil and political rights;
- > are culturally appropriate and accessible;
- > seek to enhance gender equality;
- recognise and put in place processes to mitigate against the vulnerability of not for profit organisations to potential exploitation by organised crime and terrorist organisations;
- have appropriate mechanisms in place to actively prevent, and protect children from harm and abuse;
- integrate environmental considerations and mitigate against adverse environmental impacts; and
- > promote collaborative approaches to development challenges including through working in partnerships and avoiding duplication of effort.

All non-accredited, not for profit organisations receiving grant funding from DFAT commit to apply these principles of good development practice, and adhere to the organisational integrity and accountability standards set out on the following page.

Organisational Integrity and Accountability for Development

DFAT grant funds and resources are designated for the purposes of international aid and development (including development awareness). They can not be used to promote a particular religious adherence, missionary activity or evangelism, or to support partisan political objectives, or an individual candidate or organisation affiliated to a particular political movement. DFAT reserves the right to undertake an independent audit of an organisation's accounts, records and assets related to a funded activity, at all reasonable times.

In all of its activities and particularly in its communications to the public, DFAT expects notfor-profit organisations it works with to accord due respect to the dignity, values, history, religion, and culture of the people it supports and serves, consistent with principles of basic human rights.

Not-for-profit organisations working with DFAT should:

- > not be a willing party to wrongdoing, corruption, bribery, or other financial impropriety in any way in any of its activities;
- take prompt and firm corrective action whenever and wherever wrongdoing is found among its Governing Body, paid staff, contractors, volunteers and partner organisations;
- have internal control procedures which minimise the risk of misuse of grant funds and processes and systems that ensure grant funds are used effectively to maximise development results;
- establish reporting mechanisms that facilitate accountability to members, donors and the public;
- > have adequate procedures for the review and monitoring of income and expenditure and for assessing and reporting on the effectiveness of their aid;
- > have a policy to enable staff confidentially to bring to the attention of the Governing Body evidence of misconduct on the part of anyone associated with the Organisation, including misconduct related to the harm and abuse of children;
- > be aware of terrorism-related issues and use their best endeavours to ensure that grant funds do not provide direct or indirect support or resources to organisations and individuals associated with terrorism and/or organised crime; and
- ensure that individuals or organisations involved in implementing activities on behalf of the Organisation are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism and/or organised crime.

DFAT Grant Agreement Requirements

Each DFAT grant agreement also comes with obligations for both DFAT and the Organisation being funded. These are spelt out in detail in the grant agreement. The Principles will not affect or diminish the obligations or liabilities of the Organisation under the grant agreement as outlined in the grant agreement conditions.

Broadly speaking, any Organisation funded by the Australian Government, through DFAT, is required to comply with relevant and applicable laws, regulations and policies, including those in Australia and in the country/ countries in which they are operating. In particular, the Organisation needs to observe the contractual requirements regarding Child Protection and Counter Terrorism.

Additional Information and Related Links

Further information on DFAT's Child Protection Policy, Counter Terrorism and other applicable laws and policies can be found on DFAT's website at:

http://aid.dfat.gov.au

Further information on terrorist organisations listed under Division 102 of the Criminal Code Act 1995 (Cth) and the DFAT Consolidated List of persons and entities subject to UN sanctions regimes maintained in accordance with the Charter of the United Nations Act 1945 (Cth) can be found at:

http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3 http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF 30CA256FAB001F7FBD?OpenDocument

Further information on DFAT Accreditation and the ACFID Code of Conduct can also be found at:

http://aid.dfat.gov.au http://www.acfid.asn.au/code-of-conduct

Further information on Aid Effectiveness can be found at:

http://www.oecd.org/department/0,3355,en_2649_3236398_1_1_1_1_1_1,00.html http://www.oecd.org/document/18/0,3343,en_2649_3236398_35401554_1_1_1_0.html



Australian Government

Department of Foreign Affairs and Trade

Endnotes

ⁱ http://aid.dfat.gov.au/Publications/Pages/child-protection-policy.aspx
ⁱⁱ http://aid.dfat.gov.au/Publications/Pages/1345_8687_9985_5238_2253.aspx
ⁱⁱⁱ http://aid.dfat.gov.au/Publications/Pages/8131_1629_9578_8310_297.aspx
^{iv} http://aid.dfat.gov.au/Publications/Pages/7174_3886_222_8237_2915.aspx
^v http://aid.dfat.gov.au/Publications/Pages/297_7899_1894_4451_6947.aspx
^{vi} http://aid.dfat.gov.au/Publications/Pages/227_1393_1917_9648_6600.aspx
^{viii} http://aid.dfat.gov.au/Publications/Pages/7310_8874_9283_9064_8029.aspx