

GRANT AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development
(AusAID)

ABN 62 921 558 838

and

SMALL ARMS SURVEY

FOR

Australian Core Funding to Small Arms Survey 2010/11

AUSAID AGREEMENT 58861

DEED made on day of March 2011

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development (“**AusAID**”) ABN 62 921 558 838

AND

SMALL ARMS SURVEY of Avenue Blanc 47, 1202 Geneva, Switzerland (the “**Organisation**”).

RECITALS:

- A. AusAID 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.

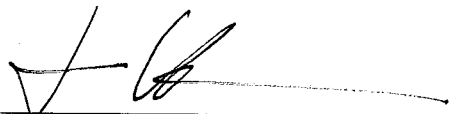
OPERATIVE:

AusAID 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.

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 Australian Agency
for International Development by:

in the presence of:



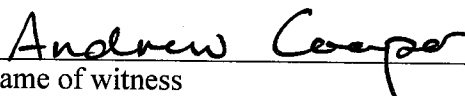
Signature of FMA Act s44 Delegate

Jane Chandler

Director, Fragility and Conflict Section,
AusAID



Signature of witness



Name of witness
(Print)

SIGNED for and on behalf of
SMALL ARMS SURVEY by:

Eric G. Berman, Managing Director



Name and Position
(Print)

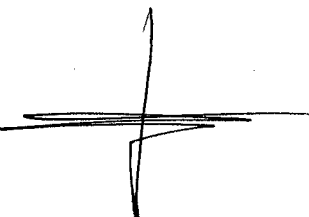
Signature

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:

Carole Touraine
Name of witness
(Print)

Signature of witness



AGREEMENT CONDITIONS

1. INTERPRETATION

1.1 Definitions

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 **Australian Core Funding to Small Arms Survey 2010/11** described in the Activity Proposal for which the Grant is provided.

“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 AusAID is open for business.

“Commonwealth” means Commonwealth of Australia or AusAID, as appropriate.

“Fraudulent Activity”, “Fraud” or “Fraudulent” means dishonestly obtaining a benefit by deception or other means.

“Grant” means the amount of money as specified in the clause titled ‘Grants and Payment’ of this Agreement that has been approved by AusAID 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 AusAID or the Organisation.

“Personnel” means the personnel of the Organisation who are engaged in the performance of the Activity, including the Organisation’s employees, subcontractors, 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/95FB057CA3DECF30CA256FAB001F7FBD?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=116730&pagePK=64148989&piPK=64148984>

1.2 Agreement prevails

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 no later than 30 April 2011 and must complete the Activity no later than 31 August 2012.

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:

AusAID:

To: Jane Chandler
Fragility and Conflict Section, AusAID

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601
AUSTRALIA

Street Address: 255 London Circuit
CANBERRA ACT 2601
AUSTRALIA

Facsimile: +612 6206 4949

Organisation

To: Mr Eric Berman
Managing Director

Postal Address: Avenue Blanc 47, 1202
Geneva,
SWITZERLAND

Street Address: Avenue Blanc 47, 1202
Geneva,
SWITZERLAND

t +41 22 908 5777
f +41 22 732 2738

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 AusAID immediately of any difficulties or delays in implementation of the Activity.
- 4.3 The Organisation must acknowledge in writing to AusAID 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 AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further grants.
- 4.6 The Organisation must acknowledge AusAID Grant funding assistance provided under this Agreement where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to 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 AusAID.
- 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 AusAID 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 AusAID'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 Guidelines (<http://www.finance.gov.au/publications/fmg-series/procurement-guidelines/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 AusAID 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 AusAID funded or provided assets except as agreed in writing by AusAID. 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 AusAID. 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 AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Grant. AusAID 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 AusAID, 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 AusAID 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 AusAID 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 AusAID, 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 AusAID upon its creation. AusAID 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 AusAID 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 AusAID 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, AusAID.

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 AusAID website: <http://www.ausaid.gov.au/business/contracting.cfm>. 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) AusAID's *Child protection policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. AusAID may audit the Organisation's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Organisation must participate cooperatively in any reviews conducted by AusAID;
- (b) The strategy 'Development for All: Towards a Disability-Inclusive Australian Aid Program 2009-2014' (http://www.ausaid.gov.au/publications/pdf/FINAL%20AusAID_Disability%20for%20All.pdf), and in particular the strategy's six guiding principles; and
- (c) *Family Planning and the Aid Program: Guiding Principles* (August 2009), accessible on AusAID's website (<http://www.ausaid.gov.au/keyaid/health.cfm>).

- 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 at <http://www.nationalsecurity.gov.au/npo>.
- 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 AusAID 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 AusAID immediately.
- 10.8 The Organisation agrees that:
- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
 - (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation’s cost and in accordance with any directions or standards required by AusAID.
 - (c) Following the conclusion of any investigation which identifies Fraudulent Activity, the Organisation must:
 - (i) make every effort to recover any AusAID Grant funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Grant funds misappropriated by the Organisation, its agents, representatives or subcontractors.
 - (d) The obligations of the Organisation under paragraphs 10.8(b) and 10.8(c) above survive the termination or expiration of this Agreement.
 - (e) 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 shall be grounds for immediate termination of this Agreement by notice from AusAID.

11. TERMINATION

11.1 If the Organisation:

- (a) becomes, or AusAID 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 AusAID;
- (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 AusAID, 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 AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List;
- (f) breaches any of its obligations under the clause titled "Compliance with Laws, Policies and Guidelines"; or
- (g) breaches any other term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

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

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 AusAID, 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, AusAID 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 AusAID 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 AusAID, 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 AusAID in order to verify the expenditure of the Grant, provide an Acquittal Statement Independently Audited by an auditor nominated by AusAID at no cost to AusAID.

13. AusAID USE OF AGREEMENT INFORMATION

- 13.1 AusAID 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, AusAID may publicly report information regarding this Agreement. This clause survives the termination or expiration of this Agreement.

14. REPORTS

- 14.1 Within thirty (30) days of completion of the Activity, the Organisation must submit to AusAID:
- (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.

14.2 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.

14.3 The Organisation must repay to AusAID any unspent Grant funds or interest with the final report and Acquittal Statement.

14.4 The final report and Acquittal Statement must be sent to:
Jane Chandler, Director, Fragility and Conflict Section
Australian Agency for International Development
GPO Box 887
CANBERRA ACT
AUSTRALIA 2601
Jane.Chandler@ausaid.gov.au

in the following format:

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

15. GRANTS AND PAYMENT

Insert the most appropriate Clause

- 15.1 AusAID will pay the Organisation an acquittable Grant of AUD 500,000 plus GST if any up to a maximum amount of AUD 50,000, within thirty (30) days of the date of this Agreement and after receipt of an invoice.

16. CLAIMS FOR PAYMENT

- 16.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and Agreement number 58861 . Invoices must also contain the Payment Event number(s) notified by AusAID.

16.2 All invoices must be **made** to:

Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA

- 16.3 Invoices should be sent to the above address. Alternatively AusAID will accept electronic invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 16.4 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 58861**

Proposal for AusAID Core Support to the Small Arms Survey in 2011

Prepared by the Small Arms Survey

March 2011

March 2011 Summary

The Small Arms Survey is the international authority on all aspects of small arms and light weapons and armed violence. It has a global mandate and is devoted to promoting transparency and developing evidence to support policies, programmes and projects designed to enhance security for affected populations. Building on a decade long relationship with the Australian Department of Foreign Affairs and Trade (DFAT) and the Australian Agency for International Development (AusAID), the Survey is **requesting AUD 500,000** for the period **March 2011 to December 2011**. This contribution will be devoted to:

- (1) research on assessing the outcomes of the United Nations Programme of Action on Small Arms (UNPoA);
- (2) producing the 2012 edition of the Small Arms Survey yearbook; and
- (3) basic core and organizational functions.

The expected outcomes of DFAT and AusAID support are various. At a minimum, the Small Arms Survey will generate a range of published outputs (occasional papers, issue briefs, media and policy outreach) to a high standard in 2011, along with the 2012 Yearbook to be released in July 2012 at the Second Review Conference of the UNPoA. Moreover, DFAT and AusAID support will allow the Small Arms Survey to continue promoting informed international decision-making on arms control and armed violence prevention/reduction policies in the United Nations (UN) and at the regional and national levels in affected countries, particularly in South and Southeast Asia and the South Pacific. Moreover, the Survey will support capacity development for data collection, analysis, monitoring and evaluation among public and private actors, particularly in lower- and medium-income settings.

Background on the Small Arms Survey

The Small Arms Survey, established in 1999 at the Graduate Institute of International and Development Studies in Geneva, Switzerland, is the primary source of information on all aspects of small arms and light weapons issues. Its flagship publication, the *Small Arms Survey* yearbook (published by Cambridge University Press), is an annual review of global small arms issues, including small arms production, transfers, stockpiles, socio-economic impacts, and measures and interventions.

In addition, the Survey works with a large network of some 50 local, regional and international partners on research projects around the globe, the vast majority of which are undertaken in the field.¹ The Survey has expertise in rapid baseline assessments with multilateral and bilateral development partners in more than 25 post-conflict countries.² The Survey supplies policy makers and practitioners concerned with preventing and reducing armed violence and promoting human security with robust baseline evidence and analysis, strategic guidance, targeted training and monitoring and evaluation services. The Survey has been long recognised by diplomats and government experts as the primary source of information and analysis for UN efforts to combat the proliferation and misuse of small arms and light weapons. Its primary communication vectors include the annual yearbook (launched in Geneva and New York every year), its multiple publications, the www.smallarmssurvey.org website, and a range of media technologies including documentaries, podcasts, facebook and twitter.

The Survey also hosts the *Secretariat for the Geneva Declaration on Armed Violence and Development*, which includes 108 state signatories and supports advocacy and programming to enhance violence prevention and reduction activities. The Survey is also working closely with the World Bank and UNDP – including on their forthcoming World Development Report and Human Development Report – to examine the influence of armed violence on Millennium Development Goals (MDGs). The Survey is also working with governments at risk of not meeting the MDGs to better design, monitor and evaluate related policies and programmes.

Australian support for the Survey

The Small Arms Survey has a long and strategic relationship with Australia's DFAT and AusAID. Australia's Department of Foreign Affairs and Trade contributed core and project support of 640,000 CHF between 2000 and 2012. This includes critical funding from 2002-2003 for regional studies and investments in baseline assessments in Papua New Guinea, Timor-Leste and Nepal. These and related studies have generated considerable media coverage in Australia, as well as internationally. Australia's first major contribution, between 2002 and 2003, resulted in an intensive investigation into arms stocks, trade, transfers and legislation across the South Pacific. This led to the publication of the widely cited Occasional Paper 8 *Small Arms in the Pacific* (Alpers and Twyford, 2003). Follow-on research also contributed to the publication of Occasional Paper 15 *Silencing Guns: Local Perspectives on Small Arms and Armed Violence in Rural South Pacific Islands Communities* (Lebrun and Muggah, 2005). Both of these publications remain path-breaking in the region.

Australia's partnership with the Small Arms Survey expanded from 2004 onwards. Between 2004 and 2006 the Small Arms Survey in partnership with the Australian National University (ANU) worked with AusAID support to undertake a baseline assessment of armed violence in Papua New Guinea (PNG). This resulted in a host of publications including a chapter in the Small Arms Survey 2006 yearbook and a study, published by the UNDP on armed violence in the region.³ The study was used to inform the July 2005 Gun Summit (held in PNG) and subsequent work by UNDP, Oxfam and others on small arms control. The Small Arms Survey also published a short summary of some of the key findings as a Special Report no. 5 *Gun-running in Papua New Guinea: From Arrows to Assault Weapons in the Southern Highlands* (Alpers, 2005).

In 2008 the Small Arms Survey, in partnership with ActionAid-Australia and with financial support from AusAID, launched the Timor-Leste Armed Violence Assessment (TLAVA). The TLAVA project generated nine publications in English, Bahasa, Tetum and Portuguese and outputs were distributed internationally and regionally.⁴ The TLAVA publications have already informed dialogue on the issues of armed violence and featured in the Timorese Parliament, academic journals, and OECD and World Bank reports. Between 1 January 2010 and 30 December 2010 the TLAVA website had 57,062 page views, 29,472 visits and approximately 9,900 unique viewers.

Most recently, in 2010, the Small Arms Survey, with support from AusAID, launched the Nepal Armed Violence Assessment (NAVA). Between 2011 and 2012 the NAVA project will be generating at least five major publications for release in Nepal and internationally. The NAVA project has already initiated publications in the international medias, and will also seek to support local researchers and policy makers establish a productive dialogue to identify concrete opportunities to prevent and reduce armed violence. It will also forge partnerships with the UNDP and other agencies to promote early warning. To this we should add that Canberra has graciously created space for civil society to participate in UN forums and has included the Survey's Sarah Parker as a member of the Australian delegation to the most recent UNPoA biennial meeting in New York, last June (BMS-4), as well as the Preparatory Committee meetings on the Arms Trade Treaty held in New York in July 2010 and February 2011.

Outputs

For more than a decade the Survey has helped set the terms of the international debate on the relationships between small arms, armed violence and development. This was initiated through a formative partnership with multilateral agencies such as the UNDP in 2001 and 2003⁶ and featured a range of ground-breaking publications and strategic inputs to discussions on the UNPoA, and on the relationship between armed violence and development. The Survey has worked closely with a number of governments and development agencies since 2006 to advance the *Geneva Declaration on Armed Violence and Development*.⁷ Between 2009 and 2010 the Survey authored the OECD-DAC guidance on armed violence reduction to identify practical strategies for donor investment.

With Australian core support, the Survey expects to maintain its central position in shaping policy and programming on small arms control and armed violence prevention and reduction in 2011 and beyond.

The Survey anticipates the development of several specific outputs from Australian support. These include (1) conducting research on assessing the outcomes and practical steps to implement the UNPoA, (2) producing the 2012 annual yearbook (researched and written during 2011), and (3) basic core and organizational functions.

Research on impacts of a decade of the UNPoA: DFAT and AusAID support will allow the Survey to undertake solid evidence-based research on the key outputs and outcomes of the main global instrument to combat the illicit trade in small arms and light weapons in all its aspects. In 2011, the Small Arms Survey will develop a prospective research agenda that will set in place a means to track changes in legislation, policies, programmes, trade and trafficking in small arms, and related mortality and victimization due to the implementation of the UNPoA. These findings will feature in the 2012 yearbook.

In addition the Survey plans to undertake a multi-year study aimed at assessing ten years of implementation of the UNPoA, including the following elements:

(1) *Analysis of national reports*: a comprehensive analysis of all national reports submitted between 2002 and 2011, in anticipated partnership with the United Nations Institute for Disarmament Research (UNIDIR); (2) *UNPoA Implementation monitor*: the creation of a mechanism to monitor and evaluate UNPoA implementation based on a scoring system similar to the Transparency Barometer produced by the Survey annually. The implementation monitor will adopt a 100-point scoring system, using indicators derived from the UNPoA and International Tracing Instrument commitments and other sources, such as the reports of the Group of Governmental Experts meetings on ammunition and brokering, and based on information derived from national reports; (3) *Regional studies*: a series of regional studies that supplement the assessment of UNPoA implementation efforts in select regions (East or West Africa, the Pacific and Southeast Asia) based on national reports, with information obtained from other sources (including relevant regional organizations, questionnaires, key informant interviews, reports by international organizations and UN agencies); and (4) *Reporting practicalities*: a survey of three to five states to examine the process by which they prepare their national reports on UNPoA implementation (including interdepartmental cooperation and coordination, the role of national focal points and national coordination agencies, and the role of civil society).

Initial steps in the multi-year study that will be completed in the calendar year 2011 include the following: (1) establishing a methodological framework for analyzing national reports and commencing the analysis of national reports; (2) designing the indicators that will be the basis of the implementation scoring system through consultations with relevant experts in the small arms community; and (3) preparing a series of guidelines for national reporting derived from the scoring system, to be presented at the launch of the project during the meeting of the First Committee (Disarmament and International Security Committee) in October 2011. The remaining outputs of the multi-year study will be delivered in 2012.

Small Arms Survey yearbook 2012: DFAT and AusAID support will enable the Survey to devote personnel and research support to the production of the 2012 yearbook. The majority of the research and writing for yearbooks takes place in the preceding year – in this case 2011. It is expected that the 2012 yearbook will focus on the “impacts and outcomes” of the UNPoA over the past decade. The Survey will publish the 2012 yearbook with Cambridge University Press and ensure extensive media outreach through internet, radio, television, film and print news.⁹

Sustained core functions of the organization: DFAT and AusAID support will allow for the retention of core research personnel that are essential to the daily functioning and high quality outputs of the Survey. Such resources allow for the maintenance of a dedicated cadre of PhD and post-graduate level researchers, including from lower- and medium-income settings. Such staff are critical for the Survey not just to maintain its exacting standards, but to routinely exceed them from year to year.

Budget

The overall budget of the Small Arms Survey in 2011 is estimated to be approximately 6,365,772 CHF – the figure approved by the Survey’s oversight body, the International Programme Council (IPC), for the 2011 Budget (attached). The Survey traditionally receives most of its funding (about 90%) from governments. In 2009-2010, the Survey received support from Australia, Belgium, Canada, Denmark, Finland, Germany, the Netherlands, Norway, Spain, Sweden, Switzerland, the UK, and the United States. Other sources have included agencies and bodies in the UN System such as UNDP, UNICEF, and the World Bank, as well as OECD among others.

Some governments provide core (untied) support to the Survey, while others support specific projects. Some of this assistance is specified to cover a specific calendar or fiscal year and must be renewed every 12 months or so. Other support is on a multi-year basis. Additional Australian support in 2011 will be quite timely, given the uncertainties around future funding from some key traditional partners.

Moving Forward

Ongoing core support for the Small Arms Survey is critical to the fulfillment of its central mission, and is widely recognized by donors to be meritorious. As noted in recent IPC meetings, there has been a discernible trend by some governments to move from core to project-specific support and from multi-year agreements to one-off commitments. This arrangement makes it harder for the Survey to be proactive and flexible in supporting and undertaking worthwhile initiatives – which is something many governments consider a particularly attractive aspect of the Survey’s culture and method of operations.

We would welcome additional support for continued research in South and Southeast Asia and the Pacific, where the Small Arms Survey continues extending its research support and outputs in these otherwise weakly examined geographic areas. Specifically, the Survey aims to expand its research portfolio in India (where it has recently launched with existing funds the Indian Armed Violence Assessment), China (where it is exploring entry points with key research institutions), PNG and Bougainville (where it maintains extensive linkages with research institutions and UN agencies) and elsewhere.

The Survey also plans to continue its engagement with regional organizations such as the Association of South-East Asian Nations (ASEAN) and the Pacific Islands Forum (PIF) as well as the UN Regional Centre for Peace and Disarmament (UNRCPD) in Kathmandu. In this regard, the Survey will also undertake to develop a close working relationship with relevant officials in different ministries in Canberra and at key Australian missions, as it does with all core-contributing partners. The work of the Survey could benefit from deeper contacts with government officials knowledgeable about small arms production, transfers and markets in the Asia-Pacific region (arguably the most opaque in the world) and familiar with the activities of regional players such as ASEAN, PIF, and UNRCPD. Multi-year core support together with working relationships with more members of your government and representatives of civil society would generate better information and analysis on issues of concern to Canberra and others.

Footnotes

¹ These include the World Bank, United Nations Development Programme (UNDP), United Nations Children's Fund (UNICEF), World Health Organization (WHO), Organisation for Economic Co-operation and Development (OECD, including both DAC and INCAF), the Organization for Security and Co-operation in Europe (OSCE), the North Atlantic Treaty Organization (NATO) and many others.

² The Small Arms Survey has conducted small arms baseline assessments in conjunction with UNDP and other UN agencies in a number of countries, including Burundi, the Central African Republic, the Republic of Congo, Sudan, Uganda, Tajikistan, Haiti, Mauritania, Kosovo, Macedonia, Serbia-Montenegro, Papua New Guinea, and the Solomon Islands

³ See Chapter 7, "Jumping the Gun: Armed Violence in Papua New Guinea" by Robert Muggah and Nicole Haley.

⁴ See www.timorlesteviolence.org for access to all TLAVA publications.

⁵ See, for example, <http://www.opendemocracy.net/subindra-bogati/trouble-ahead-in-nepal>.

⁶ See, for example, Muggah and Batchelor (2002) *Development Held Hostage: Assessing the Effects of Small Arms on Human Development*. New York: UNDP and Small Arms Survey (2003) *Development Denied*. Oxford: Oxford University Press.

⁷ The Geneva Declaration features 108 state signatories and an international coalition devoted to investing in practical strategies to improve security and reduce armed violence.

⁸ This will include Australia, which has submitted the largest number of national reports on UNPoA implementation (nine reports).

⁹ In 2009, for example, the Survey reported more than 63,000 downloads of its publications and more than 1 million discreet pages viewed from its primary website (www.smallarmssurvey.org), as well as hundreds of thousands of downloads of publications and outputs on related websites. See, for example, www.genevadeclaration.org, www.lebanonviolence.org, www.timorlesteviolence.org, www.yemenviolence.org, www.smallarmssurveysudan.org, and others. The Survey also produced a documentary film for ministerial and UN General Assembly debate (<http://www.genevadeclaration.org/faces-of-violence.html>)

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 AusAID 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 AusAID.

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 AusAID** 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, AusAID 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 AusAID 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

AusAID 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. AusAID 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, AusAID expects not-for-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 AusAID 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.

AusAID Grant Agreement Requirements

Each AusAID grant agreement also comes with obligations for both AusAID 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 AusAID, 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 AusAID's Child Protection Policy, Counter Terrorism and other applicable laws and policies can be found on AusAID's website at:

http://www.ausaid.gov.au/business/pdf/Lists_of_Laws_and_Guidelines_for_Contractors.pdf
http://www.ausaid.gov.au/publications/pdf/child_protection.pdf

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/95FB057CA3DECF30CA256FAB001F7FBD?OpenDocument>

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

<http://www.ausaid.gov.au/ngos/accreditation.cfm>
<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_1,00.html
http://www.oecd.org/document/18/0,3343,en_2649_3236398_35401554_1_1_1_1,00.html