



Tropical Disease Research Regional Collaboration Initiative
Competitive Aid Grant
Guidelines and Templates

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Section 1: Background and Introduction

1. The Australian Government's development policy '*Australian aid: promoting prosperity, reducing poverty, enhancing stability*' has a focus on reducing poverty and lifting living standards in countries in the Indo-Pacific region through promoting sustainable economic growth. Supporting partner governments to develop and maintain efficient health systems to deliver better health for their populations is a priority under the policy.
2. The Department of Foreign Affairs (DFAT) *Health for Development Strategy 2015 – 2020* guides investments in health through the Australian aid program to promote sustainable economic growth, poverty reduction, and regional security. Helping build country-level systems and services that are responsive to people's health needs, and strengthening regional preparedness and capacity to respond to emerging health threats are key strategic outcomes of the Strategy.
3. *Our North, Our Future: White Paper on Developing Northern Australia* sets out the Australian Government's policies and plans for the economic development of northern Australia over the next 20 years and beyond. Australia's position as a global leader in tropical health, and northern Australia's proximity to the fast growing tropical region, presents extraordinary opportunities for Australian tropical medicine. Australia's research institutions are contributing to the eradication of many of the diseases specific to the tropical region, including in Australia's own tropical zone.
4. The DFAT *Tropical Disease Research Regional Collaboration Initiative* (TDRRCI) is a component of the 'Our North, Our Future – business, trade and investment gateway' measure (announced in the December 2015 Mid-Year Economic and Fiscal Outlook) and will support research collaboration between Australian, regional and international research institutions on tropical diseases which pose a trans-boundary threat in Australia's region of Southeast Asia and the Pacific. Highest priority disease threats are those that cross borders and potentially affect whole populations, including but not limited to malaria, tuberculosis, dengue, Zika virus, animal-to-human influenzas and neglected tropical diseases.
5. This initiative complements the National Health and Medical Research Council (NHMRC) *Northern Australia Tropical Disease Collaborative Research Programme* (also an initiative of the White Paper on Developing Northern Australia), and builds on other existing Australian Government investments in tropical health, health system strengthening, and regional health security. This initiative also supports implementation of the DFAT *Health for Development Strategy 2015-2020*.
6. Under the TDRCCI grant, DFAT will provide funding of up to AUD\$2 million over two financial years. These Guidelines explain the Competitive Grant Process to select a grantee/s to implement the TDRRCI.
7. DFAT has established an arrangement with the NHMRC for a joint Application and Peer Review Process for the DFAT and NHMRC grant applications. This reflects the complementary nature of the two initiatives, and facilitates applicants applying for funding from both agencies. Applicants can choose whether to apply for funding only from DFAT or NHMRC, or both. See Section 4 for more information.

Section 2: Operational objectives

1. The goal of the TDRRCI is to build and strengthen research collaboration on tropical diseases which pose a trans-boundary threat in Australia's region.
2. The objectives of the TDRRCI are to:
 - a) Increase the capacity and expertise of research institutions in the region on tropical disease research through collaboration and information exchange;
 - b) Foster tropical disease research with a health systems focus and impact including best practice and evidence on how new technologies and innovations should be implemented in low and middle income countries, with consideration of systemic factors such as leadership and governance, financing, planning, surveillance, workforce, cross-border regional approaches, and engaging the private sector; and
 - c) Contribute to efforts to prevent and contain tropical diseases that constitute public health threats in Southeast Asia and the Pacific.
3. Research collaboration should relate to research activities that focus on priority disease threats that cross borders and/or have population health impact, including but not limited to malaria, tuberculosis, dengue, Zika virus, animal-to-human influenzas and neglected tropical diseases.
4. At the end of the program, outcomes that will demonstrate successful implementation include:
 - a) Established collaborative mechanisms that will contribute to:
 - Increased capacity and expertise of research institutions in the region on tropical disease research;
 - Development and testing of breakthrough population health solutions to the prevention and containment of tropical diseases that constitute public health threats in Southeast Asia and the Pacific; and
 - Strengthened capacity of public health systems in partner countries to implement best practice prevention and management of tropical disease, including in the areas of leadership and governance, financing, workforce, cross-border regional approaches and private sector engagement.

Section 3: Eligibility criteria

3.1 *Organisation eligibility*

1. Applications are open to Australian research institutions, universities and/or non-government organisations registered as an NHMRC approved Administering Institution.
2. Eligible applicants have the option to apply for both DFAT and NHMRC funding, or DFAT funding only. Refer to Section 4 for more information about the application process.

3. Organisations submitting applications must not have any reason preventing them from operating in Southeast Asia and the Pacific.
4. Organisations should note that individuals with conflicting commitments and current and Former DFAT Employees must not be included in the grant application or as individuals who may be engaged by the applicant if selected through the assessment process described in this Guideline. DFAT may reject any grant application which does not disclose the fact that a proposed team member has an existing and continuing commitment to another project or activity.
5. Grant applications compiled with the assistance of current DFAT employees or Former DFAT Employees will be excluded from consideration.
6. For the purposes of clauses 4-6, 'Former DFAT Employee' means a person who was previously employed by DFAT, whose employment ceased within the last nine months and who was substantially involved in the design, preparation, appraisal, review and/or daily management of the program to which this grant program relates.

3.1.1 Consortia

7. Consortia that include partnerships between Australian, regional and international/ global research institutions are eligible and encouraged. Consortia that include a physical presence in northern Australia and/or an eligible organisation(s) based in northern Australia will be well regarded.
8. Consortium proposals must describe the relationship between the Lead Organisation and partner organisation(s); the roles and contribution of each partner to the partnership/ consortium and the project activities; and advise the intent to collaborate. If successful, applicants will need to provide a separate letter from each partner confirming the intent to collaborate.
9. The Lead Organisation in a consortium will be accountable for all funds. The Grant Agreement shall be signed with the Lead Organisation, and the Lead Organisation is responsible to DFAT for the performance of the consortium under the Grant Agreement to achieve the objectives as required.
10. DFAT reserves the right to reassess any proposal if, following submission, the membership of a successful consortium proposal changes, including withdrawing consortium member(s).

3.2 Application eligibility

1. Grant applications for the TDRRCI must be submitted using the NHMRC Research Grants Management System (RGMS).
2. Grant applications must include the following components:
 - a) All mandatory sections of the RGMS Profile
 - b) All required sections of the application form Part A
 - c) B-FOC: Funding Organisation and Consent

- d) B-GP: Grant Proposal [6 pages limit addressing the two Assessment Criteria; describing how the applicant would implement the objectives of the TDRRCI as detailed in this document (including a Work Plan over two financial years); and providing the proposed budget]
 - e) CV-Pub: Publications
 - f) B-CP: Career Disruption
3. The proposed budget must not exceed a total of AUD \$2 million (AUD \$1 million per financial year for two years). The proposed budget may include Researcher and associated staff salaries and costs (including staff in collaborating countries); Fieldwork costs; Equipment; Knowledge transfer activities; Capacity development activities; Travel & related costs; and Other associated costs:
 - *Salaries for researchers and/or associated staff* – The proposed salaries for each member of the team should be based on NHMRC's Personnel Support Packages and requirements. A short justification for each member of the team should be provided. The inclusion of a Chief Investigator from an institution in a developing country will be well regarded.
 - *Fieldwork costs* – This includes costs for field research and fieldwork expenses. Field research means external collection of information integral to the programme; and fieldwork expenses are costs related to carrying out field or survey research. Costs associated with establishing the programme should also be included.
 - *Equipment* – DFAT will only fund equipment or software that is specific to the programme. DFAT will not fund general equipment or software that would be normally provided by institutions like standard computers or Microsoft suite. Computing equipment or software should be specialised and required for the completion of the project.
 - *Knowledge transfer activities* – Activities, including seminars, workshop, training, for developing country participants (e.g. government, health sector, researchers) that will lead to policy development.
 - *Capacity development activities* – Activities include specialised training or mentoring on research techniques, data collection, data analysis, publication preparation for developing country partners/institutions.
 - *Travel* - Travel and related costs include airfares, accommodation and per diem that are essential to the programme. This includes domestic and/or international economy class airfares, modest accommodation and per diems. Costs are to be outlined clearly, itemising origins and destinations for travel.
 - *Other associated costs* - Include any items that cannot be appropriately placed in other categories
 4. A pre-formatted Microsoft Word template for the Grant Proposal (B-GP) can be downloaded from the NHMRC website at www.nhmrc.gov.au/grants-funding/apply-funding. Applicants must use this template to complete their Grant Proposal.
 5. Refer to the NHMRC's Northern Australia Tropical Disease Collaborative Research Programme – Specific Advice and Instructions to Applications 2016 document available at www.nhmrc.gov.au/grants-funding/apply-funding for guidance.

3.3 Activity in-eligibility

1. The following activities are not eligible for funding under the TDRRCI:
 - a) Completed activities, or recurrent funding of activities
 - b) Capital expenditure, including purchase of real estate and vehicles
 - c) Administrative costs arising from the day-to-day operations of an organisation
 - d) Travel and accommodation for attendance at conferences or meetings unless such activities are considered by DFAT to be of direct relevance to TDRRCI objectives (where such activities are considered relevant, the following additional criteria will apply – modest accommodation and economy class travel will be funded; for conferences, only one participant per conference will be funded).

Section 4: Application process and indicative timeline

1. DFAT has established an arrangement with the NHMRC to align the TDRRCI with the related NHMRC *Northern Australia Tropical Disease Collaborative Research Programme*.
2. This arrangement reflects the complementary nature of the two initiatives, and facilitates applicants applying for funding from both agencies.
3. Applicants can choose whether to apply for funding only from DFAT or NHMRC, or both.
4. If applicants are applying for DFAT funding only, they will be exempt from the specific NHMRC eligibility criteria found in the NHMRC Funding Rules (Section 7).
5. Critical dates for the application opening and closing period, conformity checks, assessment and peer review processes are the same for both the NHMRC and DFAT grant applications.
6. Applicants for DFAT funding will be required to submit their applications using the NHMRC Research Grants Management System (RGMS).
7. The NHMRC, through the Grant Review Panel (GRP), will conduct the peer review of applications on behalf of DFAT to identify applications suitable for DFAT funding. All applications will be peer reviewed in the same manner. Details, including peer review outcomes, of all applications that are considered fundable by the Grant Review Panel and relevant to DFAT objectives will be provided to DFAT.
8. The decision to award DFAT funding, and grant administration, remains with DFAT. NHMRC does not take part in this stage of the process.
9. Privacy will be protected in accordance with the Privacy Act 1988 (Cth) as outlined in the *NHMRC Direct Research Grants Costs Guidelines*, and Section 8 of the *NHMRC Funding Rules*.

4.1 Indicative timeline

10. The indicative timeline for this competitive grants process is summarised in the table below:

Time / Date	Event
24 February 2016	Applications open in NHMRC RGMS
16 March 2016 (5pm AEDT)	Minimum data due in NHMRC RGMS
6 April 2016 (5pm AEST)	Applications close in NHMRC RGMS
Early May 2016	Applicants submit Applicant Response (rebuttal) to Assessors Reports
Week commencing 23 May 2016	Grant Review Panel meets

4.2 Applicant briefings

11. DFAT will not hold applicant briefings.

4.3 Deadline for application submission

12. Minimum data must be entered into the NHMRC Research Grants Management System (RGMS) by **5pm AEDT 16 March 2016** to allow the NHMRC to start sourcing suitable assessors. Applications that fail to satisfy this requirement will not be accepted. Failure to meet this deadline will result in the application not proceeding.
13. Minimum data for the DFAT Programme consists of the following:
- a) A-PA Home (specifically the Administering Institution, Application Title and Synopsis)
 - b) A-RC Research Classification
 - c) A-RT Research Team and Commitment including the names of team members if known (note: team members may be added or deleted after the minimum data deadline until the close of applications at 5pm on 6 April 2016)
 - d) B-FOC Funding Organisation and Consent (specifically NHMRC and/or DFAT funding).
14. Completed applications with supporting documents must be entered/uploaded into the NHMRC Research Grants Management System (RGMS) by 5pm AEST on the specified date. The applications must be certified before submission. Certification is required by both the CIA and Administering Institution. Refer to Section 10.4 of the [NHMRC Funding Rules 2016](#) for further details.
15. Late applications will not be accepted.

4.4 Conformance check

16. Applications received by the deadline will first be checked to be conforming bids to ensure the organisation and proposed project meet the eligibility criteria required and detailed in Section 3. At DFAT's sole discretion, those applications deemed nonconforming will be excluded, and those applicants will be advised by DFAT at this stage.

4.5 Selection process

17. The NHMRC will establish a Grant Review Panel (GRP) under the auspices of the National Health and Medical Research Council Act 1992 (Cth) to assess applications. The Grant Review Panel will include experts with appropriate expertise to:
 - a) Review applications against the Assessment Criteria for both NHMRC and DFAT funding
 - b) Review budgets to ensure value for money, and
 - c) Provide a ranked list of applications with recommendations for funding.
18. NHMRC may seek additional advice on any grant application if required. Issues not relevant to the Assessment Criteria and budget will not be considered.
19. Conforming applications for DFAT funding will be assessed and ranked by the GRP against the Assessment Criteria given in Section 5.

4.6 Debriefing of applicants

20. Applicants will be provided with feedback on their application once a Grant Agreement has been signed with the successful applicant/s. This Assessment Summary will provide information on scores achieved against individual criterion.
21. DFAT will not enter into discussion or communications on the content of the Assessment Summary once it has been issued.

4.8 Complaints

22. DFAT's Complaints Handling Procedures Relating to Procurement will apply.
www.dfat.gov.au/about-us/publications/Pages/complaints-handling-procedures-procurement.aspx

Section 5: Assessment

5.1 Assessment outcome

1. Through this process, DFAT shall select application/s to receive funding to implement the TDRRCI.

5.2 Assessment Criteria

1. Applications will be assessed based on the Assessment Criteria outlined in the table below.
2. Category descriptors (1 – 7) align with those for the NHMRC Northern Australia Tropical Diseases Collaborative Research Program (available at www.nhmrc.gov.au/grants-funding/apply-funding).
3. Categories 1 – 3 are not fundable. Categories 4 – 7 are potentially fundable, subject to the availability of resources.
4. Where applicants apply for both NHMRC and DFAT funding, applications which score category 4 or above in the following NHMRC criteria will be well regarded for DFAT funding:
 - a) Promote effective transfer of research outcomes into health policy and/or practice
 - b) Develop the health and medical research workforce
 - c) Facilitate collaboration.
5. The project outcomes should:
 - a) Be achievable within the stated timeframes of two financial years
 - b) Represent value for money
 - c) Offer prospect for ongoing self-sustainability
 - d) Where possible, support should constitute seed funding to encourage financial assistance from other sources.
6. Work Plan for the activity over two financial years must be provided.
7. All activities proposed should integrate safeguards and cross-cutting issues like gender equality, 'do no harm' principle and disability inclusion.

Assessment criteria 1: Activity effectiveness and value for money Strengthen tropical disease research collaboration in Southeast Asia and the Pacific Weighting – 50%	Assessment criteria 2: Organisational effectiveness Record of strengthening research collaboration in Southeast Asia and the Pacific Weighting – 50%
Category 7 - Outstanding by international standards	
The proposal: <ul style="list-style-type: none"> • Fosters tropical disease research with a comprehensive health systems focus and impact • Includes a comprehensive strategy to generate new researcher capability, mentoring and career development in the region 	Relative to opportunity, the applicant(s): <ul style="list-style-type: none"> • Have a proven record of previous research leading to improved health outcomes in the region • Have a proven record of previous research outcomes being effectively transferred into policy and/or practice in the region

<ul style="list-style-type: none"> • Would be highly effective in promoting working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are well defined, highly coherent and strongly developed • Program costs (budget) are well justified in regards to clearly defined results • Persuasively addresses risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures. 	<ul style="list-style-type: none"> • Have strong regional reputations for contribution to tropical disease research or are well on the way to developing them • Hold leadership positions in highly regarded scientific or professional societies
Category 6 - Excellent	
<p>The proposal:</p> <ul style="list-style-type: none"> • Fosters tropical disease research with a strong health systems focus and impact • Includes a strong strategy to generate new researcher capability, mentoring and career development in the region • Would be very effective in promoting working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are clearly defined, very coherent and well developed • Program costs (budget) are clearly justified in regards to defined results • Effectively addresses risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures. 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Have a strong record of previous research leading to improved health outcomes in the region • Have a strong record of previous research outcomes being effectively transferred into policy and/or practice in the region • Have well established regional reputations for contribution to tropical disease research or are well on the way to developing them • Hold leadership positions in well regarded scientific or professional societies
Category 5 - Very good	
<p>The proposal:</p> <ul style="list-style-type: none"> • Fosters tropical disease research with a sound health systems focus and impact • Includes a sound strategy to generate new researcher capability, mentoring and career development in the region • Would be effective in promoting working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are clearly defined, coherent and appropriately developed • Program costs (budget) are appropriately justified in regards to defined results • Appropriately addresses risk management, monitoring and 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Have a sound record of previous research leading to improved health outcomes in the region • Have a sound record of previous research outcomes being effectively transferred into policy and/or practice in the region • Have sound regional reputations for contribution to tropical disease research or are well on the way to developing them • Hold leadership positions in well regarded scientific or professional societies

evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures.	
Category 4 - Good	
<p>The proposal:</p> <ul style="list-style-type: none"> • Fosters tropical disease research with a satisfactory health systems focus and impact • Includes a satisfactory strategy to generate new researcher capability, mentoring and career development in the region • Would be effective in promoting working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are clearly defined, coherent and appropriately developed • Program costs (budget) are appropriately justified in regards to defined results • Satisfactorily addresses risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures. 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Have a satisfactory record of previous research leading to improved health outcomes in the region • Have a satisfactory record of previous research outcomes being effectively transferred into policy and/or practice in the region • Have satisfactory regional reputations for contribution to tropical disease research or are on the way to developing them • Hold leadership positions in scientific or professional societies
Category 3 - Marginal	
<p>The proposal:</p> <ul style="list-style-type: none"> • Is unlikely to satisfactorily foster tropical disease research with a health systems focus and impact • Is unlikely to satisfactorily generate new researcher capability, mentoring and career development in the region • Is unlikely to satisfactorily promote working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are not satisfactorily defined, coherent or developed • Program costs (budget) are unsatisfactorily justified against proposed results • Does not satisfactorily address risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures. 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Has an unsatisfactory record of previous research leading to improved health outcomes in the region • Has an unsatisfactory record of previous research outcomes being effectively transferred into policy and/or practice in the region • Has an unsatisfactory regional reputation for contribution to tropical disease research • Does not hold leadership positions in scientific or professional societies
Category 2 - Unsatisfactory	
<p>The proposal:</p> <ul style="list-style-type: none"> • Is unlikely to foster tropical disease research with a health systems focus 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Has a poor record of previous research leading to improved health outcomes in

<p>and impact</p> <ul style="list-style-type: none"> • Is unlikely to generate new researcher capability, mentoring and career development in the region • Is unlikely to promote working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are poorly defined or developed • Program costs (budget) are poorly justified against proposed results • Risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures are poorly addressed. 	<p>the region</p> <ul style="list-style-type: none"> • Has a poor record of previous research outcomes being effectively transferred into policy and/or practice in the region • Has a poor regional reputation for contribution to tropical disease research • Does not hold leadership positions in scientific or professional societies
Category 1 - Poor	
<p>The proposal:</p> <ul style="list-style-type: none"> • Would not foster tropical disease research with a health systems focus and impact • Would not generate new researcher capability, mentoring and career development in the region • Would not promote working collaborations and intellectual exchange between Australian, regional and international research institutions • Has objectives that are not well defined, coherent or developed • Program costs (budget) are not justified against proposed results • Does not address risk management, monitoring and evaluation, project sustainability, and DFAT Safeguards and cross-cutting measures. 	<p>Relative to opportunity, the applicant(s):</p> <ul style="list-style-type: none"> • Does not have a proven record of previous research leading to improved health outcomes in the region • Does not have a proven record of previous research outcomes being effectively transferred into policy and/or practice in the region • Does not have a regional reputation for contribution to tropical disease research • Does not hold leadership positions in scientific or professional societies

Section 6: Safeguards and cross-cutting issues

1. DFAT requires all applicants to incorporate measures to address safeguards and cross-cutting issues in their design, implementation, monitoring and evaluation, and reporting of TDRRCI activities, in particular:
 - a) Gender equality and women's empowerment,
 - b) Disability inclusion
 - c) 'Do no harm' principle
2. All proposals must undergo risk assessment and particularly in minimising fiduciary risk.
3. All organisations (including all partners in a consortium) must comply with the relevant category in Attachment 1 of DFAT's Child Protection Policy. More information is available at dfat.gov.au/aid/topics/safeguards-risk-management/child-protection/Pages/child-protection.aspx.

4. Further information is available at dfat.gov.au/aid/topics/safeguards-risk-management.

Section 7: Contractual, reporting and acquittal requirements

1. The successful applicant/s will be engaged via a Grant Agreement with the Organisation and DFAT. Terms and conditions of the Grant Agreement are included in Annex 1 to these Guidelines.

Section 8: Enquiries

1. All enquiries regarding the TDRRCI should be directed to health.policy@dfat.gov.au no later than 30 March 2016. DFAT will not respond to any enquiries later than 30 March 2016.
2. All enquiries and replies regarding the TDRRCI will be posted on the DFAT website (without identifying the organisations which submitted the enquiries).

Annex 1: Draft Grant Agreement

[Name]
[Recipient Entity] ('the Recipient')
[Address]

Dear [Name]

I am pleased to advise that DFAT wishes to give your organisation (the Recipient) a grant to support it to implement the activity "[Insert Activity title]", described in **Attachment B** to this letter. The details of the grant are set out in **Attachment A**. If the Recipient accepts the grant, it must comply with the terms and conditions set out in **Attachment C**.

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

[Contact person name or job title]
DFAT
[Address in Canberra or at Post]

Yours sincerely

[DFAT delegate name]
Delegate

[Month] [Year]

ACCEPTANCE OF GRANT

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

..... (signature)

..... (print name)

..... (date)

ATTACHMENT A – GRANT DETAILS

Grant	AUD[insert amount], plus GST of [AUD amount, if any] And any interest earned on the Grant or through exchange rate gains.		
Tranches	Tranche Amount	Tranche Date	
	Total		
Tranche Conditions	<p>DFAT will pay the Recipient an acquittable Grant up to a maximum of [Insert currency and value], plus GST if any up to a maximum amount of [Insert currency and 10% of value if this is an Australian Organisation only], in tranches divided as follows:</p> <p>DFAT will pay Tranche 1 within thirty (30) days of the date of this Agreement and subject to receipt of a valid invoice as per clause 2 of Attachment C.</p> <p>DFAT will pay subsequent tranches at the date indicated above subject to the Recipient providing:</p> <ul style="list-style-type: none"> • an Acquittal Statement of 80% of the previous tranche, signed by the senior financial officer or the head of the Recipient indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement; and • submitting a valid invoice as per clause 2 of attachment c; and • making satisfactory progress with implementation of the Activity as determined by DFAT. 		
Recipient	[Insert name of the Recipient]		
Activity	The Activity described in Attachment B.		
Activity Start Date	[Insert]		
Activity End Date	[Insert]		
DFAT Agreement No.	[Insert]		
Recipient Contact	Name: Postal Address: Street Address: Email: Facsimile:		
DFAT Contact	Name: Postal Address: Street Address: Email: Facsimile:		

ATTACHMENT B – ACTIVITY PROPOSAL AND BUDGET

[Insert or attach Activity proposal and budget received from the Recipient - Ensure that the budget amount matches the Grant amount in attachment A]

ATTACHMENT C – TERMS AND CONDITIONS

1. INTERPRETATION

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

2. PAYMENT OF THE GRANT

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

2.2. The Recipient must send the invoice:

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

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

3. RECIPIENT'S OBLIGATIONS

3.1. The Recipient must:

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

3.2. In clauses 3.1 and 8.1(d):

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

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

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

3.4. The Recipient must not:

- a) Use the Grant to buy an asset unless that asset is referred to in Attachment B or the purchase has been

- approved by DFAT.
- b) Dispose of or write-off assets purchased with the Grant except as approved by DFAT.
- c) Give to or receive from anyone a gift, payment or other benefit if the act is or could be construed as illegal or corrupt.
- d) Give to or receive from anyone a gift, payment or other benefit as a reward in relation to this Agreement.
- e) Bribe public officials.
- f) Assign its interest in this Agreement without DFAT's prior approval.

4. CONFIDENTIALITY

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

5. FRAUD

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

6. REPORTING AND REPAYMENT OF UNSPENT GRANT FUNDS

- 6.1. Within thirty (30) days after the Activity End Date, the Recipient must send to the DFAT Contact:
 - a) a final report which includes an outline of the Activity, the key outcomes compared with objectives, development impact, sustainability and lessons learned; and
- 6.2. an acquittal statement which:
 - a) explains how the Recipient spent the Grant;
 - b) confirms that the Recipient spent the Grant in accordance with this Agreement; and
 - c) is signed by the senior financial officer or the head of the Recipient indicating that the Grant funds being acquitted have been expended in accordance with the terms of this Agreement
- 6.3. If the Recipient has not spent any part of the Grant, it must return the unspent funds to DFAT with the acquittal statement.

7. INTELLECTUAL PROPERTY

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

8. TERMINATION

- 8.1. DFAT may immediately terminate this Agreement by giving the Recipient a notice in writing if the Recipient:
 - a) Becomes, or in the opinion of DFAT may become, bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to DFAT.
 - b) Fails to commence or, in the opinion of DFAT, fails to make satisfactory progress in carrying out the Activity and the failure has not been remedied within the time specified in a written request from DFAT to remedy the failure.

- c) Breaches a term of this Agreement and does not remedy the breach within the time stipulated in a written request from DFAT to remedy the breach.
 - d) Is listed on a World Bank List or Relevant List, or is subject to any proceedings, or an informal process, which could lead to being listed or temporarily suspended from tendering for World Bank or other donors of development funds contracts, or is subject to an investigation whether formal or informal by the World Bank or another donor of development funding.
- 8.2. DFAT or the Recipient may terminate this Agreement by giving the other party a written termination notice which includes the reasons for termination.
- 8.3. If this Agreement is terminated, the Recipient must:
- a) Immediately do everything possible to prevent and reduce all losses, costs and expenses caused by the termination.
 - b) As soon as possible, stop spending any uncommitted Grant funds.
 - c) Within thirty (30) days of the termination, give DFAT an acquittal statement (see clause 6.2) and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).

9. COUNTER TERRORISM

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

10. ANTI-CORRUPTION

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

11. CHILD PROTECTION

- 11.1. The Recipient must comply, and must ensure that its subcontractors and Personnel comply with the Child Protection Policy for the DFAT – Australian Aid Program, accessible at <http://www.dfat.gov.au>.
- 11.2. DFAT may conduct a review of the Recipient's compliance with DFAT's Child Protection Policy referred to in clause 11.1. DFAT will give reasonable notice to the Recipient and the Recipient must participate co-operatively in any such review.

12. BRANDING

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

13. GENERAL

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