

Record of Understanding
PUBLIC SECTOR LINKAGES PROGRAM (PSLP)

DATED:

BETWEEN:

the **AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (“AusAID”)**
ABN 62 921 558 838

and

[Organisation] ABN [] (the “Organisation”)

(each a “Party”)

In Relation to

[Activity Title]

(the “Activity”)

This Record of Understanding sets out the agreement between the Parties relating to funding of the Organisation under the PSLP, including the responsibilities of the Organisation in utilising the funds, reporting on the Activity and accountability obligations on completion or termination of the Activity.

Signed on behalf of **AusAID** by:

Signed on behalf of the **Organisation** by:

SIGNATURE

SIGNATURE

.....

.....

.....

.....

NAME AND DESIGNATION

NAME AND DESIGNATION

1. COMMENCEMENT AND TERM

- 1.1 This Record of Understanding and its Schedules and Attachments (together the “**Agreement**”) commences on [date] and will continue until completion of the Activity by [date] or as otherwise agreed in writing by the Parties.

2. BACKGROUND, OBJECTIVES, OUTCOMES AND ACCOUNTABILITY FRAMEWORK

2.1 Background

- 2.1.1 PSLP aims to: (a) improve public sector capacity in selected Asian countries for governance and management for nationally determined development outcomes; and (b) support strengthening of sustainable development-focussed public sector bilateral and regional linkages.

- 2.1.2 Through PSLP AusAID provides contestable funding for activities that transfer capacity-building skills and expertise from Australian federal, state and territory government departments and agencies, as well as universities, to public sector counterpart institutions in partner countries.

2.2 Objectives

- 2.2.1 The Parties share the following Objectives in relation to the Activity:

[complete]

2.3 Outcomes

- 2.3.1 Outcomes to be produced by the Activity will be as follows:

- (a)
- (b)

2.4 Accountability Framework

- 2.4.1 The Organisation notes AusAID’s ultimate responsibility to account for, and report on, funds made available under this Agreement and will assist AusAID in meeting those responsibilities, including:

- (i) appearances before Parliamentary and Cabinet Committees;
- (ii) relevant discussions and negotiations with other Portfolios;
- (iii) providing assistance necessary to respond to Parliamentary questions on notice and Ministerial correspondence; and
- (iv) responding to questions and requests for information from the Auditor-General or other auditors.

3. ORGANISATION’S RESPONSIBILITIES

- 3.1 In furtherance of the Activity's objectives the Organisation will:
- (a) provide appropriately qualified and experienced Organisation personnel in order to perform its obligations under the Agreement;
 - (b) ensure that personnel are certified by a legally qualified medical practitioner as fit to undertake the Activities to be performed in the partner country/ countries, and have received the necessary medical advice, including that on vaccinations and other preventive medical assistance appropriate to those countries and the region;
 - (c) ensure that Organisation personnel associated with PSLP funded activities are adequately briefed and understand the environment and culture of the partner country or countries; and
 - (d) be responsible for the performance and conduct of all personnel involved with the Activity including taking all reasonable endeavours to ensure that, in the course of carrying out activities, personnel comply with APS Values, the APS Code of Conduct and the *Public Service Act 1999* or their equivalents in the state and territory government and university systems.
- 3.2 In this Agreement "**personnel**" means personnel engaged by the Organisation to carry out the activity.

4. RISK ASSESSMENT AND MANAGEMENT

- 4.1 The Parties acknowledge the risks to successful achievement of the Activity's Purpose and to the sustainability of its benefits as set out in the Activity's completed PSLP Activity Details Proposal Form.
- 4.2 The Organisation agrees to monitor, report on and manage these risks.

5. REPORTING AND MONITORING

- 5.1 AusAID and the Organisation agree that it is essential to ensure that the performance and impact of the Activity is adequately and effectively monitored and assessed. Accordingly the Organisation will submit to AusAID the report specified in **Schedule 1** to this Agreement, by the due date.

6. FINANCIAL ARRANGEMENTS AND PAYMENTS

6.1 Financial Arrangements

- (a) The financial arrangements set out in **Schedule 2** (Basis of Payment) will apply to the Activity.
- (b) Except as otherwise specified, the amounts set out in **Schedule 2** as payable to the Organisation are inclusive of all eligible Activity costs to be met out of the PSLP funding.

6.2 Payments and Invoices

- (a) AusAID will make payment of any sums due to be paid under Schedule 2 (if any) within 30 days of receipt of a correctly rendered invoice.
- (b) An invoice is correctly rendered if:
 - (i) the invoice is for an amount calculated correctly in accordance with entitlements under **Schedule 2**; and
 - (ii) a person holding the necessary authority has certified that the invoice has been correctly calculated.
- (c) If an invoice is rendered incorrectly, any underpayment or overpayment will be recoverable by or from the Organisation making payment against the invoice as the case may be and may be offset against or added to amounts subsequently due from that Organisation.
- (d) AusAID need not pay an amount disputed in good faith by it until the dispute is resolved.

6.3 Accounts, Records and Access

- (a) The Organisation will keep proper and detailed accounts and records in relation to any services or works performed or expenditure incurred by the Organisation under this Agreement including in relation to foreign exchange transactions. The Organisation will maintain such accounts and records for a minimum period of seven years following expiry or termination of the Agreement.
- (b) The Organisation will provide AusAID with sufficient access to its financial management information to enable AusAID to monitor expenditure, resolve queries, complete internal audit processes and comply with regulatory requirements and procedures including without limitation those imposed by the *Financial Management and Accountability Act (1997)* and the Australian National Audit Office.

7. INTELLECTUAL PROPERTY

- 7.1 Subject to **Clause 7.2**, the title to all Intellectual Property rights in or in relation to Agreement Material shall vest upon its creation in the Commonwealth. If required by AusAID, the Organisation must bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting of such title or rights in the Commonwealth.
- 7.2 **Clause 7.1** does not affect the ownership of Intellectual Property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to the Commonwealth a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 7.2** includes the right of the Commonwealth to sub-licence any of its employees, agents or contractors to use, 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.
- 7.3 The Organisation must ensure that the Agreement Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

- 7.4 For the purposes of this Agreement “**Intellectual Property**” means business names, copyrights, patents, trademarks, service marks, trade names, designs and similar industrial, commercial and intellectual property; “**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; and “**Agreement Material**” means all material created or required to be developed or created as part of, or for the purpose of performing, the Scope of Works for the Activity, including documents, equipment, information and data stored by any means.
- 7.5 This **Clause 7** only applies when the Organisation is a separate legal entity from the Commonwealth.

8. AMENDMENTS

- 8.1 The Parties may amend this Agreement at any time by agreement in writing signed by their authorised representatives.

9. TERMINATION AND SUSPENSION

- 9.1 If either Party considers that the whole or any part of the Agreement should be suspended or terminated for whatever reason it will advise the other Party and both Parties will mutually agree upon the procedures for suspension or termination. If the Agreement is terminated either:
- (a) the Organisation will refund to AusAID the funds advanced at **Schedule 2** less the amounts to be agreed with AusAID in accordance with **Clause 9.2** below; or
 - (b) AusAID will pay the Organisation an amount in accordance with **Clause 9.2** below.
- 9.2 If the Agreement is terminated the amounts repaid or paid in accordance with **Clause 9.1** above will be based on the following:
- (a) a fair and reasonable amount calculated in proportion to the work performed prior to termination;
 - (b) reimbursement of costs incurred prior to termination; and
 - (c) reimbursement of costs incidental to the orderly termination of the Agreement.

10. RESOLUTION OF DISPUTES

- 10.1 The Parties undertake to use all reasonable efforts in good faith to resolve any disputes which arise between them in connection with this Agreement. Subject to **Clause 6.2 (d)** (Payments and Invoices) and unless otherwise agreed by the Parties, the Parties will at all times during the dispute proceed to fulfil their obligations under this Agreement.

11. USE OF AGREEMENT INFORMATION

- 11.1 The Parties may disclose matters relating to the Agreement, including the Agreement, except where such information may breach the *Privacy Act 1988* (Cth), to governmental departments and agencies, Ministers and Parliamentary Secretaries, and to Parliament, including responding to requests for information from Parliamentary committees or inquiries.
- 11.2 This Clause will survive termination or expiration of this Agreement.

12. CONFIDENTIALITY AND PUBLIC COMMENT

- 12.1 The Parties must not, without the prior written approval of the other Party, make public or disclose to any person any confidential information. In giving written approval, the Party may impose such terms and conditions as in the Party's opinion are appropriate.
- 12.2 Statements to the media or articles relating to the services or the Agreement are to be approved in writing by AusAID prior to release or publication.
- 12.3 The Organisation will acknowledge AusAID funding assistance in publicity of any form relating to the Activity.

13. CONFLICTS OF INTEREST AND ANTI-CORRUPTION

- 13.1 Each Party confirms that no conflict of interest exists or is likely to arise in relation to the performance of its obligations under this Agreement. Each Party will use its best endeavours to ensure that no such conflict of interest arises and will notify the other Party promptly in the event that a potential or actual conflict of interest arising out of the performance of this Agreement arises. In such circumstances the Parties will discuss and agree to the taking of such actions as may be necessary to ensure that the conflict of interest is avoided.
- 13.2 Each Party will use its best endeavours to ensure that no offer, gift or payment, consideration or benefit of any kind that would or could be considered an illegal or corrupt practice, will be made or received either directly or indirectly, as an inducement or reward in relation to the performance of this Agreement including the selection and engagement of any contractors by either Party.

14. COUNTER-TERRORISM

- 14.1 The Parties note their obligations:
- (a) to comply with the Australian Government's policy and laws consistent with relevant international counter-terrorism Treaties and UN Security Council Resolutions of not providing direct or indirect support or resources to organisations and individuals associated with terrorism; and
 - (b) to ensure that funding provided under this Agreement is expended in a manner consistent with UN Security Council Resolutions and related Australian laws.

14.2 If during the course of this Agreement any link whatsoever is discovered with any organisation or individual associated with terrorism, the Party that becomes aware of the link will immediately inform the other Party.

15. LIAISON AND NOTICES

15.1 The contact officer for each Party and each Party's address for the service of notices under this Agreement are as follows:

The Organisation:

Contact:

Telephone:

Facsimile:

E-mail:

Postal Address:

Street Address:

AusAID:

Contact: Manager, Public Sector Linkages Program,
Asia Regional Branch

Telephone: (02) 6206 4393

Facsimile: (02) 6206 4613

E-mail: pslp@ausaid.gov.au

Postal Address: GPO Box 887
CANBERRA ACT 2601

Street Address: 255 London Circuit
CANBERRA ACT 2601

SCHEDULE 1
SCOPE OF WORK

[name of activity]

1. COMMENCEMENT AND COMPLETION DATES

1.1 The Organisation will commence the Activity on [*start date*] and complete the Activity by [*end date*].

2. THE ACTIVITY

2.1 The Activity will be implemented in accordance with the proposal entitled submitted under PSLP [*financial year*] Round [*number*] by the Organisation in [*month*] [*year*].

Inputs

2.2 Inputs to be provided will be as follows:

- (a)
- (b)
- (c)

Outputs

2.3 Outputs to be produced will be as follows:

- (a)
- (b)
- (c)

Administrative and Travel Arrangements

2.4 The Organisation will be responsible for all administrative and travel arrangements associated with this Activity.

2.5 The Organisation will provide the PSLP Secretariat in AusAID Canberra with advance notice of planned travel by its officials to the region in relation to this Activity, including:

- (a) title of the Activity and the number of its Record of Understanding (ROU);
- (b) name and designation of the officer(s) travelling;
- (c) travel itinerary of the officer(s) travelling; and

- (d) brief statement of the objectives of the visit.

3. MONITORING AND REPORTING REQUIREMENTS

- 3.1 The Organisation will inform AusAID immediately if and when it becomes aware of any emerging issues or circumstances that will slow Activity implementation.
- 3.2 An Activity Completion Report (“the ACR”) will be prepared by the Organisation and delivered to AusAID within six (6) weeks of the Activity completion date specified in **Clause 1.1 of this Schedule**.
- 3.3 The ACR will detail outcomes from each of the activities supported and will include a full acquittal of funds advanced under PSLP. The ACR, including a counterpart report completed and signed by the relevant lead counterpart agency, must be in the format outlined in **Schedule 3**. The ACR must be provided in hard copy (one copy) and soft copy, the latter in software compatible with AusAID systems (Microsoft Office).
- 3.4 The above report must:
 - (a) be accurate and not misleading in any respect;
 - (b) enable an assessment of achievements made under the Agreement;
 - (c) be provided in the format and on the media requested by AusAID; and
 - (d) be provided at the time specified in this Schedule.
- 3.5 AusAID acceptance of the ACR including the Funds Acquittal is subject to the requirements of this Clause. Should the Organisation fail to comply, the grant will be deemed to be a debt and must be refunded to AusAID.

SCHEDULE 2**BASIS OF PAYMENT**

[name of activity]

1. FINANCIAL LIMITATION

- 1.1 The financial limitation of this Agreement is \$AInsert Amount plus GST if any up to a maximum amount of \$AInsert Amount. AusAID shall not be liable for any costs or expenditure incurred by the Organisation in excess of this amount.

2. TOTAL AMOUNT PAYABLE

- 2.1 AusAID will pay the Organisation the sum of \$AInsert Amount (plus GST if any) in accordance with the agreed budget at Attachment 1 to this Schedule.
- 2.2 Payment will be as follows: Within thirty (30) days of signing of this Agreement and presentation to AusAID of a valid Tax Invoice, AusAID will advance \$AInsert Amount plus GST if any up to a maximum amount of \$AInsert Amount to the Organisation in the form of an accountable cash grant.
- 2.2 In accordance with **Clause 3** of **Schedule 1** of this Agreement, the Organisation must submit a certified statement acquitting funds advanced against the agreed indicative budget as part of its Activity Completion Report. Any uncommitted part of the advance provided will be refunded to AusAID with the acquittal statement and be accompanied by a Tax Adjustment Notice in accordance with GST requirements (in particular GST Ruling 2000/1A – Addendum – Goods and Services Tax : Adjustment Notes).

**SCHEDULE 2
ATTACHMENT I**

ACTIVITY BUDGET

	Cost sharing ^a		Third party contribution	PSLP funds requested	Total
	Applicant contribution	Counterpart Contribution			
Applicant staff costs					
Salaries		0			
International airfares		0			
Domestic travel		0			
Insurance		0			
Living expenses		0			
Subtotal		0			
Consultants costs					
Fees		0			
International airfares		0			
Domestic travel		0			
Insurance		0			
Living expenses		0			
Subtotal		0			
Counterpart staff costs					
Salaries	0				
International airfares	0				
Domestic travel	0				
Insurance	0				
Living expenses	0				
Subtotal	0				
Procurement & training costs ^b					
Subtotal					
Overheads & on-costs, if any ^c				0	
Administrative support costs ^d	0	0	0		
Other (specify)					
Subtotal					
Total					

Note: All cost categories are defined in the section 'Eligible activity-specific costs' in the PSLP guidelines. **a** Contributions can be in cash or kind. **b** PSLP will meet the small-scale purchase and freight (and/or hire) costs of items essential for achieving activity objectives, but only where these (non-hired) items become the property of the counterpart organisation at the completion of the activity. Itemise all eligible costs. **c** PSLP cannot meet any staff on-costs or overhead costs. Under the PSLP Guidelines on-costs and overheads are regarded as a cost-sharing contribution by the applicant organisation. **d** PSLP funds can be used for administrative support costs up to 10% of the value of funds sought from AusAID.

Public Sector Linkages Program Activity Completion Report (ACR) Record of Understanding Number XXXXX

NOTE: THIS ACR SHOULD NOT EXCEED 8 PAGES IN LENGTH (plus attachments).
IT SHOULD BE EMAILED TO THE MANAGER, PSLP, AT pslp@ausaid.gov.au

1. Provide the name(s) of the partner country or countries.

2. Provide the name of completed Activity as it appears in the Activity Record of Understanding (ROU).
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3. Provide the name of the implementing organisation and contact officer.				
Organisation name				
Contact officer	Name			
	Position			
	Postal address			
	Telephone		Facsimile	
	Email			

4. Name public sector counterpart organisation(s) in partner country. If more than one, identify the lead organisation.

5. Provide the planned start and finish dates.	
Start	Finish

6. Provide the actual start and finish dates.	
Start	Finish

7. Provide the planned and actual amounts of PSLP funding incurred in implementing this Activity.	
Planned \$	Actual \$

PLEASE COMPLETE AND SIGN THE FUNDS ACQUITTAL STATEMENT AT ATTACHMENT A.

8. Summarise the extent to which the Activity has met its ROU-defined objective(s).

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9. List in the first column all outcomes and outputs identified in the ROU. Summarise in the second column actual achievements against each outcome and output and comment on impact in terms of building linkages and building the capacity of your counterpart organisation(s).

Outcomes	Achievements; impacts in terms of linkage and capacity building
Outputs	Achievements; impacts in terms of linkage and capacity building

10. Summarise the lessons, both positive and negative, your organisation has learned in implementing this Activity that might help improve the effectiveness of any future similar PSLP Activities. Please include in particular any lessons learned in relation to the issue of risk management.

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11. Explain the extent to which you think the Activity was able to ensure the sustainability of its intended benefits and outcomes. Which activities arising from this Activity will continue beyond the finish date? See the definition of sustainability in the PSLP informal note, *Aspects of development and Activity design*.

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12. How has this Activity built your organisation's linkage with your counterpart organisation(s)? What outcome is this linkage likely to have for your organisation, for Australia and for your counterpart organisation and its country? Please refer to the expected linkages from your Activity Details Proposal Form in describing actual ongoing linkages.

13. How did this Activity contribute to a whole-of-government approach to the development problem in the partner country? Were other parts of the Australian Government involved in coordination or implementation?

14. Provide a brief assessment of how this Activity performed in terms of ensuring gender equity in Activity participation (specify the number and proportion of Activity participants who were women), in Activity-related decision-making and in access to direct and flow-on Activity benefits. Consult AusAID's gender and development guidelines <www.ausaid.gov.au/pslp> prior to completing this section.

15. Provide a brief assessment of how this Activity, either directly or indirectly, and either during or after its implementation, impacted on the environment, and how any such impacts were--or will be---managed. Consult AusAID's environmental management guidelines <www.ausaid.gov.au/pslp> prior to completing this section.

16. Provide a brief report of the findings of the monitoring and evaluation activities specified in your Activity Details Proposal Form (ADPF). Were benchmarks met? What was the result of participant surveys? Is there any evidence that participants are utilising skills developed from the Activity?

17. Provide a brief explanation of the reason(s) for any significant (>10%) variation between originally approved and actually incurred budget cost components (ref. Attachment A to this ACR).

18. Describe any follow-on activity or activities you see resulting from this completed Activity and any funding sources envisaged for them.

19. Provide here any other information or comments you consider relevant in assessing the benefits of the completed Activity, or the likely benefits of similar Activities in the future.

AUSTRALIAN ORGANISATION

Signed:

.....

Name (contact officer):

Date:

**SCHEDULE 3
ATTACHMENT A**

FUNDS ACQUITTAL

	Cost sharing ^a				Third party contribution		PSLP funds requested		Total	
	Applicant contribution		Counterpart Contribution if any				Originally approved (A\$)	Actually incurred (A\$)	Originally approved (A\$)	Actually incurred (A\$)
	Originally approved (A\$)	Actually incurred (A\$)	Originally approved (A\$)	Actually incurred (A\$)	Originally approved (A\$)	Actually incurred (A\$)	Originally approved (A\$)	Actually incurred (A\$)	Originally approved (A\$)	Actually incurred (A\$)
Applicant staff costs										
Salaries			0							
International airfares			0							
Domestic travel			0							
Insurance			0							
Living expenses			0							
Subtotal			0							
Consultants costs										
Fees			0							
International airfares			0							
Domestic travel			0							
Insurance			0							
Living expenses			0							
Subtotal			0							
Counterpart staff costs										
Salaries	0									
International airfares	0									
Domestic travel	0									
Insurance	0									
Living expenses	0									
Subtotal	0									
Procurement & training costs ^b										
Subtotal									0	
Overheads & on-costs, if any ^c										
			0		0		0			
Administrative support costs ^d										
	0		0		0					
Other (specify)										
Subtotal										
Total										

Note: All cost categories are defined in the section 'Eligible activity-specific costs' in the PSLP guidelines. **a** Contributions can be in cash or kind. **b** PSLP will meet the small-scale purchase and freight (and/or hire) costs of items essential for achieving activity objectives, but only where these (non-hired) items become the property of the counterpart organisation at the completion of the activity. Itemise all eligible costs. **c** PSLP cannot meet any staff on-costs or overhead costs. Under the PSLP Guidelines on-costs and overheads are regarded as a cost-sharing contribution by the applicant organisation. **d** PSLP funds can be used for administrative support costs up to 10% of the value of funds sought from AusAID.

Certification:

I certify that the amounts shown above as having been incurred and funded through PSLP in support of the approved Activity are true and correct.

Signed:

Chief Finance Officer or equivalent:

Date:

NOTE: UNSPENT BALANCES

Any funds remaining from a PSLP grant at the completion of a PSLP-funded Activity should be returned to AusAID via this bank account:

PAYMENT METHOD - DIRECT CREDIT PAYMENT

Account Title: AusAID Official Administered Payments Account
 BSB No.: 092009
 Account No.: 110118
 SWIFT Code: RSBKAU2S (n/a if domestic--only for monies sent from overseas)
 Bank: Reserve Bank of Australia (RBA)
 Branch: London Circuit, CANBERRA
 Reference: You should reference the deposit in a recognisable format (eg quote "PSLP" and the ROU number), maximum of 15 characters only.

Under GST legislation (GSTR 2000/1) you are required to supply a GST Adjustment Note when returning such funds, to ensure that both AusAID and your organisation comply with "GST Ruling 2000/1A--Addendum--Goods and Services Tax". Your GST Adjustment Note can be sent directly to AusAID's Manager, PSLP.

**SCHEDULE 3
ATTACHMENT B**

PUBLIC SECTOR LINKAGES PROGRAM (PSLP): COMPLETION REPORT BY PARTNER COUNTRY COUNTERPART ORGANISATION
Name of completed PSLP Activity:
Name of Partner Country Counterpart Organisation:
Counterpart Organisation contact officer (name/title/telephone and fax number/email address):
Australian Organisation:
General description of Activity and its achievements:
Results: Did the results of the activity meet your expectations - if not, why not?

Follow-on activity: Please describe briefly any follow-on activity you now see resulting from the completed Activity. (Note: PSLP funding for any follow-on activity would require your Australian counterpart organisation to lodge a new Activity Concept Submission. PSLP funding Rounds are competitive and no commitment can be given that such funding would be available).

Other information/comments: Please provide here any other information/comments you consider relevant in assessing the benefits of the completed Activity for your organisation or the likely benefits of any similar activity in the future.

Signed:

Name and title:

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Date: