



Australian Government
Department of Foreign Affairs and Trade



SMALL GRANTS PROGRAM GUIDELINES

2024-25

1. ABOUT THE SMALL GRANTS PROGRAM

The Small Grants Program (the Program) will run from September 2024 to 30 June 2026.

The objective of the Program is to support the Australian Government's international policy goals in Laos promoting people-to-people links. The Program will consider funding a range of sectors - *education, health, water and sanitation, environment protection, supporting people with disabilities, women's empowerment and gender equality, economic livelihood, food security human rights, cultural, scientific and research.*

This document sets out:

- the purpose of the Small Grants Program
- the eligibility and assessment criteria
- how grant applications are monitored and evaluated
- responsibilities and expectations in relation to the Program.

You must read this document before completing an application.

These Guidelines are issued by the Australian Embassy in Lao PDR, Commonwealth of Australia as represented by the Australian Department of Foreign Affairs and Trade (hereafter "DFAT" or "the Embassy").

2. GRANT TYPE

The maximum grant amount is AUD 50,000. There is no minimum grant amount.

The maximum grant period is 12 months. Your activity must be completed within 12 months of starting the activity unless otherwise stated in the grant agreement.

In most cases the grant will be paid in a single upfront payment and the activity must commence within two months of payment being made.

3. GRANT ELIGIBILITY CRITERIA

Your application will not be considered if it does not meet all the eligibility criteria.

To be eligible:

- applicant must be:
 - not-for-profit individuals, or
 - community groups, or
 - non-government organisations (NGOs), or
 - entities engaged in development activities in Laos.
- program activities must be implemented fully in Laos.
- program activities must not be run by other governments or organisations.
- program activities must not present a high child protection risk (e.g. Orphanages or residential care services for minors or other vulnerable groups).

4. ELIGIBLE GRANT ACTIVITIES

4.1 WHAT CAN THE GRANT MONEY BE USED FOR?

You can only spend grant funds on eligible grant activities as defined in the grant details in your grant agreement.

4.2 WHAT THE GRANT MONEY CANNOT BE USED FOR?

Grants money cannot be used for:

- sponsoring major sporting tournaments or cultural displays that do not have a clear development benefit.
- landscaping and other cosmetic work around town squares and other public buildings
- rentals or purchase of land, vehicles, assets, or other property
- wages, salaries, micro-credit schemes or other loans
- routine running costs (such as electricity, water, and phone)
- covering retrospective costs
- costs incurred in the preparation of a grant application or related documentation.
- overseas travel (unless there is a good justification as to how this directly supports development in Laos).

5. THE GRANT SELECTION PROCESS

Only eligible applications will move to the next stage.

Your application will be assessed against the criteria set out below. Your application will be considered on its merits, based on:

- how well it meets the assessment criteria.
- how it compares to other applications; and
- whether it provides value for money.

Applications received after the closing date **will not be considered**.

6. THE ASSESSMENT CRITERIA

You will need to address all of the following assessment criteria in your application. All assessment criteria are given equal weighting. The amount of detail and supporting evidence you provide in your application should be relative to the activity size, complexity, and grant amount requested.

Criteria 1: The activity must explicitly support poverty reduction and/or sustainable development in Laos. The activity can be one of the following sectors: *education, health, water and sanitation, environment protection, supporting people with disabilities, women’s empowerment and gender equality, economic livelihood, food security human rights, cultural, scientific and research.*

Criteria 2: The project proposal must clearly identify the scope of the project: *how the project will benefit the targeted community; the sources of funding for the project; the costs of the project, and a realistic timeframe for completing the project.*

Criteria 3: The project proposal must be low risk and, present value for money.

The application form provides applicants with an opportunity to address each of these criteria and provides further detail on what is meant by each criterion.

7. THE GRANT APPLICATION PROCESS

7.1 OVERVIEW OF APPLICATION PROCESS

You are responsible for ensuring that your application is complete and accurate. Giving false or misleading information will exclude your application from further consideration.

You must clearly address all of the eligibility and assessment criteria to be considered for a grant. Please complete each section of the application form and make sure you provide the information we have requested.

Please keep a copy of your application and any supporting documents.

We will acknowledge that we have received your grant application within five working days of receipt.

7.2 APPLICATION PROCESS TIMING

Submit your application/s to the Embassy by the initial closing date below. Applications received after this date **will be not accepted**.

The expected commencement date for the granting activities is **03/01/2025** and the expected completion date is **03/01/2026** You must spend the grant by the completion date as specified in the grant agreement.

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Application period	Open: 09/09/2024 Close: 04/10/2024
Assessment of applications	4 weeks
Approval of outcomes of selection process	1 week
Negotiations and award of grant agreements	1-2 weeks
Notification to unsuccessful applicants	1 week

Activity	Timeframe
Processing the payments through Aid works	4 weeks
Activities commence	From 03/01/2025
Completion date	03/01/2026

7.3 COMPLETING THE GRANT APPLICATION

Complete the application form (Appendix 1, also available at our website https://laos.embassy.gov.au/vtan/direct_aid.html) and send it to Smallgrantslaos@dfat.gov.au

You must make sure that your application is complete and accurate and submitted in accordance with these Guidelines. You must submit an application in AUD, inclusive of all relevant levies and taxes.

If you find a mistake in your application after it has been submitted, you should contact Smallgrantslaos@dfat.gov.au as soon as possible. The Embassy may ask you for more information, as long as it does not change the substance of your application.

7.4 QUESTIONS DURING THE APPLICATION PROCESS

If you have any questions during the application period, please contact Smallgrantslaos@dfat.gov.au.

8. ASSESSMENT OF GRANT APPLICATIONS

8.1 WHO WILL ASSESS APPLICATIONS?

An assessment committee will assess each application on its merit. The assessment committee will be made up of staff from the Australian Embassy.

The assessment committee may seek information about you or your application. They may do this from within the Australian Government, even if the sources are not nominated by you as referees. The assessment committee may also consider information about you or your application that is available through the normal course of business.

If the selection process identifies unintentional errors in your application, you may be contacted to correct or explain the information.

9. NOTIFICATION OF APPLICATION OUTCOMES

You will be advised of the outcomes of your application in writing, following a decision by the Decision Maker. If you are successful, you will also be advised about any specific conditions attached to the grant.

If you are unsuccessful, we will notify you in writing.

10. SUCCESSFUL GRANT APPLICATIONS

10.1 THE GRANT AGREEMENT

If you are successful, you must enter into a legally binding grant agreement with the Embassy, using the DFAT Simple Grant Agreement (see Annex 2). Standard terms and conditions for the grant agreement will apply and cannot be changed. A schedule may be used to outline the specific grant requirements. Any additional conditions attached to the grant will be identified in the grant offer or during the grant agreement negotiations.

You will be required to:

- Provide a statement verifying that the grant activity has been undertaken and that grant funds have been spent in accordance with the grant agreement.
- Report progress against agreed activity milestones.
- Report contributions of participants directly related to the activity.
- You may submit other self-generated reports related to the project.

The Embassy expects to negotiate agreements with successful applicants by **11-29/11/2024**. **If there are unreasonable delays in finalising** a grant agreement, the grant offer may be withdrawn, and the grant may be awarded to a different applicant.

Where a grantee fails to meet the obligations of the grant agreement, the Embassy may withhold or suspend the funding to the grantee; and/or require the grantee to repay all or part of the grant. No compensation is payable by the Department for termination in these circumstances.

You should not make financial commitments until a grant agreement has been executed by the Commonwealth.

10.2 HOW THE GRANT WILL BE PAID

The grant agreement will state the maximum grant amount to be paid.

We will not exceed the maximum grant amount under any circumstances. If you incur extra eligible expenditure, you must pay it yourself.

Grant funding will be paid in a single payment, unless otherwise agreed.

We will make payment on execution of the grant agreement. The grant will be paid in AUD. You are responsible for any financial differences that may occur from the time of the application submission to when the activity takes place, due to fluctuations in exchange rates or unforeseen levies and taxes.

11. DELIVERY OF GRANT ACTIVITIES

11.1 YOUR RESPONSIBILITIES

You must submit reports in line with the timeframes in the grant agreement. You will be required to:

- Provide a statement verifying that the grant activity has been undertaken and that grant funds have been spent in accordance with the grant agreement.
- Report progress against agreed activity milestones.
- Report contributions of participants directly related to the activity.
- Support the Embassy's promotion of the grant activity. This will include, but not be limited to, providing images of the activity and providing information on the impacts of the activity.

You will also be responsible for:

- Meeting the terms and conditions of the grant agreement and managing the activity efficiently and effectively
- Complying with record keeping, reporting and acquittal requirements as set out in the grant agreement.
- Participating in a grant program evaluation as specified in the grant agreement.

11.2 THE EMBASSY'S RESPONSIBILITIES

The Embassy will:

- meet the terms and conditions set out in the grant agreement.
- provide timely administration of the grant; and
- evaluate the grantee's performance.

We will monitor the progress of your activity by assessing reports you submit and may conduct site visits to confirm details of your reports if necessary. Occasionally we may need to re-examine claims, seek further information or request an independent audit of claims and payments.

11.3 GRANT PAYMENTS AND GST

Payments will be made as set out in the grant agreement. Where appropriate, payments will be inclusive of all taxes and levies (e.g. GST).

Before any payments are made, you must provide a tax invoice for the amount of the payment.

A single payment will be made once the grant agreement is signed by the Embassy on receipt of an invoice.

11.4 EVALUATION

The Embassy will evaluate the funded activities to measure how well the outcomes and objectives have been achieved. Your grant agreement requires you to provide information to help with this evaluation.

11.5 ACKNOWLEDGEMENT

All publications, media and/or signage related to grants under the Program must acknowledge the Embassy as follows:

‘Funded by the Australian Government.’

12. PROBITY

The Embassy will make sure that the program process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities, and other inappropriate conduct and is consistent with DFAT’s Aid Grants Policy.

12.1 COMPLAINTS PROCESS

All complaints about a grant process must be lodged in writing with the Embassy.

Any questions you have about grant decisions for the Program should be sent to Smallgrantslaos@dfat.gov.au.

If you do not agree with the way the Embassy has handled your complaint, you may complain to the Commonwealth Ombudsman. The Ombudsman will not usually look into a complaint unless the matter has first been raised directly with the Embassy.

The Commonwealth Ombudsman can be contacted on:

Phone (Toll free): 1300 362 072
Email: ombudsman@ombudsman.gov.au
Website: www.ombudsman.gov.au

12.2 CONFLICT OF INTEREST

Any conflicts of interest could affect the performance of the grant. There may be a conflict of interest, or perceived conflict of interest, if Embassy staff, any member of a committee or advisor and/or you or any of your personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- has a relationship with an organisation relationship with, or in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives funding under the Program.

You will be asked to declare, as part of your application, any perceived or existing conflicts of interests or that, to the best of your knowledge, there is no conflict of interest.

If you later identify that there is an actual, apparent, or potential conflict of interest or that one might arise in relation to a grant application, you must inform the Embassy in writing immediately.

Committee members and other officials including the decision maker must also declare any conflicts of interest.

The assessment committee will be made aware of any conflicts of interest and will handle them as set out in Australian Government policies and procedures. Conflicts of interest for Australian Government staff will be handled as set out in the Australian Public Service Code of Conduct (Section 13(7)) of the *Public Service Act 1999*. We publish our conflict-of-interest policy available on the DFAT website.

12.3 PRIVACY: CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION

We treat your personal information according to the 13 Australian Privacy Principles and the *Privacy Act 1988*. This includes letting you know:

- what personal information we collect
- why we collect your personal information
- who we give your personal information to.

You are required, as part of your application, to declare your ability to comply with the *Privacy Act 1988*, including the Australian Privacy Principles and impose the same privacy obligations on any subcontractors you engage to assist with the activity. You must ask for the Australian Government's consent in writing before disclosing confidential information.

Your personal information can only be disclosed to someone else if you are given reasonable notice of the disclosure; where disclosure is authorised or required by law or is reasonably necessary for the enforcement of the criminal law; if it will prevent or lessen a serious and imminent threat to a person's life or health; or if you have consented to the disclosure.

The Australian Government may also use and disclose information about grant applicants and grant recipients under the Program in any other Australian Government business or function. This includes giving information to the Australian Taxation Office for compliance purposes.

We may reveal confidential information to:

- the committee and other Commonwealth employees and contractors to help us manage the program effectively
- employees and contractors of our department so we can research, assess, monitor and analyse our programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary
- a House or a Committee of the Australian Parliament.

We may share the information you give us with other Commonwealth agencies for any purposes including government administration, research or service delivery and according to Australian laws, including the:

- *Public Service Act 1999*
- *Public Service Regulations 1999*
- *Public Governance, Performance and Accountability Act*
- *Privacy Act 1988*
- *Crimes Act 1914*
- *Criminal Code Act 1995*

The grant agreement will include any specific requirements about special categories of information collected, created or held under the grant agreement.

12.4 FREEDOM OF INFORMATION

All documents in the possession of the Australian Government, including those about the Program, are subject to the *Freedom of Information Act 1982 (FOI Act)*.

The purpose of the FOI Act is to give members of the public rights of access to information held by the Australian Government and its entities. Under the FOI Act, members of the public can seek access to documents held by the Australian Government. This right of access is limited only by the exceptions and exemptions necessary to protect essential public interests and private and business affairs of persons in respect of whom the information relates.

All Freedom of Information requests must be referred to the Freedom of Information Coordinator in writing.

By mail: The Director, Freedom of Information and Privacy Law Section
Corporate Legal Branch
Department of Foreign Affairs and Trade
R.G. Casey Building, John McEwen Crescent
BARTON ACT 0221

By email: foi@dfat.gov.au

Annex 1 – Application Form

Please complete the form below and send it to smallgrantslaos@dfat.gov.au

The amount of detail you provide in your application should be relative to the activity size, complexity and grant amount requested. We will contact you if we require more information.

Title	Please provide a title for your activity that clearly identifies its objective:												
Applicant details	Are you an organisation or business group legally registered in Laos?	Yes / No											
	Enter the name of your organisation or business group:												
	Are you partnering with an organisation or business group legally registered in Laos for this activity?	Yes / No											
	If you answered yes to the question above, please enter the name of the organisation or business group you are partnering with in Laos:												
Please tell us how the activity will be managed: <i>If the activity will be delivered in partnership with another organisation, who will lead and what will each partner's role be?</i>													
Description	Please describe the activity and include a description of who will benefit and how: <i>The description should identify the objectives and beneficiaries of the activity not just deliverables (for example, don't just list events that will be held, or items that will be purchased).</i>												
Proposed start date	Please tell us when the activity will begin:												
Proposed end date	Please tell us when the activity will end: <i>This should include time for preparing a report once the activity is complete</i>												
Funding	Please complete the table below:												
	<table border="1"> <thead> <tr> <th data-bbox="400 1630 971 1704"></th> <th data-bbox="971 1630 1107 1704">Currency AUD</th> <th data-bbox="1107 1630 1394 1704">Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 1704 971 1738">Funding sought from the Australian Embassy</td> <td data-bbox="971 1704 1107 1738"></td> <td data-bbox="1107 1704 1394 1738"></td> </tr> <tr> <td data-bbox="400 1738 971 1771">Funding from other sources</td> <td data-bbox="971 1738 1107 1771"></td> <td data-bbox="1107 1738 1394 1771"></td> </tr> <tr> <td data-bbox="400 1771 971 1816">Total Activity Cost</td> <td data-bbox="971 1771 1107 1816"></td> <td data-bbox="1107 1771 1394 1816"></td> </tr> </tbody> </table>			Currency AUD	Amount	Funding sought from the Australian Embassy			Funding from other sources			Total Activity Cost	
	Currency AUD	Amount											
Funding sought from the Australian Embassy													
Funding from other sources													
Total Activity Cost													
Please list what the grant monies be spent on:													

Funding (continued)	Please list what funding from other sources will be spent on, or what in-kind support will be provided by others: <i>This could include peoples time spent managing the activity, materials or land provided for free, etc.</i>	
Risk	Will the activity involve contact with children or working with children? <i>(If yes, complete the separate child protection assessment below)</i>	Yes / No
	Will the activity involve building or construction? <i>(If yes, in your activity description above please explain (a) how you will ensure local waste management rules and regulations will be followed, and (b) whether or not the activity will involve exposure to asbestos.</i>	Yes / No
	Do you and/or your implementing partner (if applicable) have experience in managing this type of activity? <i>(If no, please explain how you will identify and manage risks during activity implementation)</i>	Yes / No
	Please explain the risks that could occur during this activity and how will they be mitigated:	
Gender Equality, Disability and Social Inclusion	Will the activity provide equal access to resources and/or opportunities to beneficiaries regardless of their gender or ethnicity?	Yes / No
	Will people with a disability be able to benefit from the activity as equally as people that do not have a disability?	Yes / Nov
	If you answered yes to either of the questions above, please describe here how the activity meets these criteria:	
Community Support	Please explain how this activity has the support of the community that will benefit: <i>For example, this can be demonstrated by the contribution of funding, materials or labour for the activity, or through demonstrating that the community is seeking this assistance.</i>	

Child Protection Assessment

Please complete the questions below only if the activity involve contact with children or working with children. If your activity does not involve contact with children or working with children, you do not need to complete this assessment

Children are defined under the DFAT Child Protection Policy as those under the age of 18.

1. Contact with Children - Assessment	
Will personnel be deployed outside their usual place of residence (e.g., will the activity involve travelling to a remote community, or working away from the organisation’s office)?	Yes / No
Will personnel be alone with children during the activity?	Yes / No
Will the activity Involve direct one-on-one or group access to children online, supervising child-to-child online contact, or access to a child’s or children’s personal and/or confidential information?	Yes / No
2. Working with Children - Assessment	
Will the activity engage with children who are vulnerable? (e.g., children whose true or cognitive age impacts on their ability to protect themselves, who have challenges (psychological, situational) that contribute to their vulnerability, children who do not have many support systems)	Yes / No
Will the activity involve unsupervised contact with children?	Yes / No
Will the activity involve the need for physical contact/touching children? (e.g., assisting children with washing, dressing, toileting)	Yes / No
Will the activity include a monopoly on provision of goods and/or services (e.g., will it provide the only source of medical treatment, food, training opportunities)	Yes / No
Will the activity involves developing close, personal, long term relationships with children?	Yes / No
Will the activity involve transporting children without their family/caregiver?	Yes / No
Will the activity lead to the employment of children or in children not attending school?	Yes / No
Will the activity engage children whose parents are vulnerable? (e.g., parents who do not have many support systems or whose circumstances (poverty, disability) impact their ability to protect their children)	Yes / No
3. Further information	
If you answer yes to any of the questions above, please provide detail below. For example, if personnel will be alone with children, please explain where this will happen and why this is necessary.	

Annex 2 – Draft Grant Agreement



Commonwealth of Australia

DFAT Administered (aid) Simple Grant Agreement

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

Dear [Name]

I am pleased to advise that the Australian Embassy wishes to give your organisation (the Recipient) a grant to support it to implement the activity “[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:

Small Grants Program Manager
Australian Embassy Lao PDR
P.O. Box 292, Vientiane

Yours sincerely

[DFAT delegate name]
Delegate

[Month] [Year]

ACCEPTANCE OF GRANT

On behalf of the Recipient, I accept the grant offered by the Australian Embassy 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[amount], inclusive of GST (if applicable) And any interest earned on the Grant or through exchange rate gains.
Tranche Conditions	DFAT will pay AUD[amount], inclusive of GST (if applicable) 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.
Recipient	[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

[The complete application form will make up this item, along with any additional information sought from the applicant during assessment and negotiation of the agreement.]

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:

Small Grants Program Manager

Australian Embassy Laos PDR

P.O. Box 292, Vientiane

; or

By email to: Smallgrantslaos@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 in accordance with this Agreement.
- 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 and use its best endeavours to ensure that individuals or organisations involved in implementing the Activity comply with the law when implementing the Activity.
- i) If required by DFAT, permit DFAT to monitor and/or evaluate the Activity and/or the use of the Grant.
- j) If required by DFAT, permit DFAT to audit its accounts and records relating to the Activity and the Grant.

3.2. The Recipient must ensure that any subcontract entered into in relation to the Activity contains all the relevant terms of this Agreement, including those relating to fraud, intellectual property, prohibited dealings, anti-corruption, child protection and environmental and social safeguards and in particular that the Recipient has or will secure itself a right to terminate the subcontract on terms no less favourable than those accorded to DFAT by clause 13 (Termination), in the event of this Agreement being terminated.

3.3. 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) Assign its interest in this Agreement without DFAT's prior approval.

4. REPORTING AND REPAYMENT OF UNSPENT GRANT FUNDS

4.1. 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
- b) an acquittal statement which:
 - 1.1.a.1. explains how the Recipient spent the Grant;
 - 1.1.a.2. confirms that the Recipient spent the Grant in accordance with this Agreement; and

1.1.a.3. 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.

4.2. If the Recipient has not spent any part of the Grant, it must return the unspent funds to DFAT with the acquittal statement.

5. CONFIDENTIALITY

5.1. The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

5.2. This clause shall survive expiration or termination of this Agreement.

6. FRAUD

6.1. For the purposes of this clause, "Fraudulent Activity" "Fraud" or "Fraudulent" means, with respect to the Activity, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes incidents of attempted, alleged, suspected or detected fraud.

6.2. The Recipient must not and must ensure that individuals and organisations involved in implementing the Activity do not engage in any Fraudulent Activity. The Recipient is responsible for preventing and detecting Fraud.

6.3. If the Recipient becomes aware of any Fraudulent Activity, the Recipient must report the matter to DFAT within five (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.

6.4. Following the conclusion of any investigation which identifies Fraudulent Activity, the Recipient must:

- a) take all reasonable action to recover any part of the Grant 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 Grant 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.

6.5. This clause survives the expiry or termination of this Agreement.

7. PROHIBITED DEALINGS

7.1. The Recipient must ensure that individuals or organisations involved in implementing the Activity, including itself and its personnel:

- a) are not directly or indirectly engaged in, preparing, planning, assisting in or fostering the doing of a terrorist act;
- b) are not, and do not become listed on the 'List of Terrorist Organisations' made under the Criminal Code Act 1995 (Cth) and related regulations, posted at <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;
- c) are not, and do not become listed on the 'Sanctions List' made under the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth), and related legislation, posted at <http://dfat.gov.au/international-relations/security/sanctions/pages/consolidated-list.aspx>;
- d) are not, and do not become listed on and the World Bank's "Listing of Ineligible Firms and Individuals" posted at <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>;
- e) are not acting on behalf of, or at the direction of, individuals, persons, entities or organisations listed on the Lists referred to in subparagraphs (b) to (d);
- f) are not owned or controlled by individuals, persons, entities or organisations mentioned in subparagraphs (b) to (d); and
- g) do not to provide direct or indirect support, resources or assets (including the Grant) to individuals, persons, entities or organisations associated with terrorism or mentioned in subparagraphs (b) to (d).

- 7.2. The Recipient must inform DFAT immediately if it discovers that it or an individual or organisation involved in implementing the Activity has or may have contravened this clause.
- 7.3. This clause survives the expiry or termination of this Agreement.

8. ANTI-CORRUPTION

- 8.1. The Recipient warrants that the Recipient and its employees have not made or caused to be made, or received or sought 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 Activity.
- 8.2. The Recipient must not, and must ensure that its employees do not:
 - a) 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 Activity; or
 - b) engage in any practice that could contravene the Australian offence of bribing a foreign public official.

9. CHILD PROTECTION

- 9.1. The Recipient must comply, and must ensure that individuals and organisations involved in implementing the Activity comply with DFAT's *Child Protection Policy*, accessible at <http://www.dfat.gov.au/childprotection/>.
- 9.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Child Protection Policy*. DFAT will give reasonable notice (at least fourteen (14) days) to the Recipient and the Recipient must participate co-operatively in any such review.
- 9.3. If the DFAT finds that the Recipient has failed to comply with DFAT's *Child Protection Policy*, the Recipient must promptly, and at the cost of the Recipient, take such actions as are required to ensure compliance with the Child Protection Policy.

10. PREVENTING SEXUAL EXPLOITATION, ABUSE AND HARASSMENT (PSEAH)

- 10.1. The Recipient must comply, and must ensure that individuals and organisations involved in implementing the Activity comply, with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy, accessible at <http://www.dfat.gov.au/pseah>.
- 10.2. DFAT may conduct a review of the Recipient's compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy. DFAT will give reasonable notice (at least fourteen (14) days) to the Recipient and the Recipient must participate co-operatively in any such review.
- 10.3. The Recipient must report to seah.reports@dfat.gov.au any suspected or alleged case of sexual exploitation, abuse and harassment that relates to the Activity within 48 hours of becoming aware of the case. The Recipient must report to DFAT any alleged incidents of non-compliance with DFAT's Preventing Sexual Exploitation, Abuse and Harassment Policy within five (5) business days.
- 10.4. In reporting to DFAT as required pursuant to clause 10.3, the Recipient must comply with the *Privacy Act 1988* (Cth) and the privacy provisions in the Sexual Exploitation, Abuse and Harassment (SEAH) Incident Notification Form, available on DFAT's website.

11. ENVIRONMENTAL AND SOCIAL SAFEGUARDS

- 11.1. The Recipient must comply with and implement the requirements set out in DFAT's *Environmental and Social Safeguard Policy for the Aid Program*, accessible at <http://dfat.gov.au/about-us/publications/Pages/environmental-social-safeguard-policy-for-the-aid-program.aspx>.
- 11.2. DFAT may conduct a review of the Recipient's compliance with DFAT's *Environmental and Social Safeguard Policy for the Aid Program*. DFAT will give reasonable notice to the Recipient and the Recipient must participate co-operatively in any such review.

12. INTELLECTUAL PROPERTY

- 12.1. 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.

13. TERMINATION

- 13.1. 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) Breaches clause 7 (Prohibited Dealings) of this Agreement.
- 13.2. DFAT or the Recipient may terminate this Agreement by giving the other party a written termination notice which includes the reasons for termination.
- 13.3. 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 4 (Reporting and Repayment of Unspent Grant Funds)) and return to DFAT any uncommitted Grant funds (including unspent interest and exchange rate gains).
- 13.4. This clause survives the expiry or termination of this Agreement.

14. GENERAL

- 14.1. 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.
- 14.2. DFAT must send notices to the Recipient Contact in the Grant Details.
- 14.3. The Recipient must send notices to the DFAT Contact in the Grant Details.
- 14.4. This Agreement may be amended by a Deed of Amendment signed by DFAT and the Recipient.
- 14.5. This Agreement is governed by the law of the Australian Capital Territory, Australia.