

ROU 14433

Record of Understanding

Dated: 10 November, 2005

Between: the Australian Agency for International Development ("AusAID")
ABN 62 9215 58838

and

Commonwealth Ombudsman ("CO")
ABN 53 003 678 148

(each a "Party")

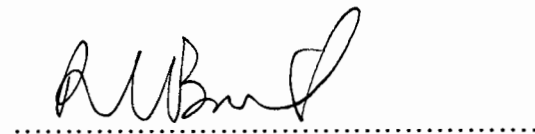
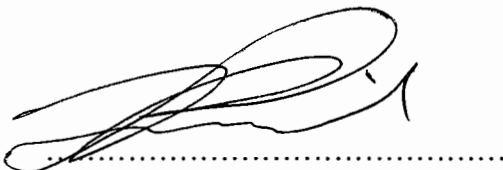
In Relation to Joint AusAID-CO Activities in the Asia-Pacific Region

This Record of Understanding sets out the shared goals of AusAID and CO in relation to Joint AusAID-CO Activities in the Asia-Pacific Region, the partnership principles under which they will work together and the contribution each Agency will make, in pursuit of these goals. The Record of Understanding also sets out the means by which the Parties will ensure that they satisfy the accountability obligations to which they are subject.

AusAID and CO each agree to carry out their respective obligations in accordance with this Record of Understanding.

Signed on behalf of **AusAID** by:

Signed on behalf of **CO** by:



Signature

Signature

Derek Rookan-Smith

R I Brent

A/g Deputy Director General
Corporate Governance and Review

Deputy Ombudsman

Name and Designation

Name and Designation

1. COMMENCEMENT AND TERM

- 1.1 This Record of Understanding and its Schedules and Attachments (together the “ROU”) commence on the date it is signed by both Parties and will continue until the Parties agree to a date in writing.

2. PURPOSE

- 2.1 The purpose of this ROU is to set out the operational arrangements that will guide cooperation between AusAID and CO in advancing the Australian Government’s policies of promoting growth, stability and prosperity in the Asia Pacific region.
- 2.2 This ROU details how the Parties will work together and itemises overall principles and obligations, including accountability requirements.
- 2.3 Each activity implemented under this ROU will be agreed in writing between the Parties in the format set out in Annexure B, and will form a separate Schedule to this ROU.

3. INTERPRETATION

3.1 Definitions

The following definitions apply in this ROU:

AusAID means the Commonwealth of Australia represented by the Australian Agency for International Development.

AusAID Personnel means personnel either employed by AusAID, or engaged by AusAID on a contract basis, or agents of AusAID engaged in activities implemented under this ROU.

Commonwealth means the Commonwealth of Australia.

Confidential Information means information that:

- a) is designated by either Party as confidential; or
- b) each Party knows or could reasonably be expected to know is confidential, including without limitation information relating to the business or affairs of the Commonwealth or the Government of another country.

CO means the Commonwealth of Australia represented by

	the Commonwealth Ombudsman.
CO Personnel	means personnel either employed by CO, or engaged by CO on a sub-contract basis, or agents of CO engaged in activities implemented under this ROU.
Intellectual Property	means business names, copyrights, patents, trademarks, service marks, trade names, designs and similar industrial, commercial and intellectual property.
Party	means the Australian Agency for International Development or CO as the context requires.
Parties	means the Australian Agency for International Development and CO.
ROU	means this Record of Understanding.
Schedule	means a schedule to this ROU which sets out the written agreement of the Parties in respect of each activity implemented under this ROU.

3.2 In this ROU, unless a contrary intention appears:

- (a) reference to an Annexure is a reference to an Annexure to this ROU;
- (b) words in the singular include the plural and vice versa; and
- (c) words importing one gender include each of the other genders.

4. PARTNERSHIP PRINCIPLES

4.1 The Parties agree to work towards shared goals in accordance with the following partnership principles:

- (a) The relationship of the Parties will be one of equal partnership, valuing the contribution each Party can make to the reaching of common goals and recognising that each Party has different skills, attributes and strengths.
- (b) The partnership will be underpinned by mutual respect, professionalism, honesty, cooperation, the sharing of ideas and open, two-way communication at all levels.
- (c) Each Party recognises its roles and functions in relation to the activity are guided by its respective responsibilities within the Commonwealth Government

ROU 14433

- 4.2 The Parties acknowledge that each of them brings different skills, attributes and strengths to the partnership.
- (a) AusAID's strengths lie in:
 - (i) the provision of development policy advice drawing on a deep knowledge and understanding of developing countries in our region and the long-term aspects of development;
 - (ii) management of Australian development cooperation programs focussed on achieving growth, stability and effective governance; and
 - (iii) well-established networks and relationships with partner governments and other key partners and extensive overseas infrastructure and delivery systems.
 - (b) CO's strengths lie in:
 - (i) professional and well-trained staff with the requisite skills and knowledge to foster good public administration that is accountable, lawful, fair, transparent, responsive and outcomes focused;
 - (ii) proven experience in working to improve government administration and to promote open government;
 - (iii) skills and knowledge dedicated to identifying administrative deficiencies, resolving individual complaints and making systemic improvements to government administration;
 - (iv) a proven record of working with Australasian Ombudsmen in supporting their independence, impartiality, integrity, accessibility and professionalism;
 - (v) solid reputation for providing fair, independent and impartial advice;
 - (vi) well-established state office network and linkages with Australian State Ombudsmen, the New Zealand Ombudsman and other national ombudsmen;
 - (vii) contributions to public discussion on administrative law and public administration; and
 - (viii) up-to-date experience in the design and implementation of efficient and effective information systems specifically dedicated to ombudsman functions.

5. ACCOUNTABILITY FRAMEWORK

- 5.1 The Parties will cooperate in advancing best practice in implementing activities noting AusAID's ultimate responsibility to account for and report on the development program funds made available for activities funded under this ROU.

6. JOINT RESPONSIBILITIES

- 6.1 Achieving greater coordination in policy advice and program and service delivery is a high priority of public administration in Australia. Whole of government denotes public service agencies working across portfolio boundaries to achieve a shared goal and an integrated government response to particular issues.
- 6.2 In this context, setting objectives, priorities and performance indicators for activities covered under this ROU is the joint responsibility of the Parties.
- 6.3 The Parties have an obligation to assist each other in meeting their accountability obligations including:
- (a) appearances before Parliamentary and Cabinet Committees;
 - (b) relevant discussions and negotiations with other portfolios; and
 - (c) providing assistance necessary to respond to Parliamentary Questions on Notice and Ministerial correspondence.

7. CO RESPONSIBILITIES

- 7.1 CO will comply fully with AusAID accountability requirements for reimbursement of development program funds, including (for each activity) provision of:
- (a) a work program linked to agreed priorities and performance indicators;
 - (b) a budget with a breakdown relevant to the program as specified in the relevant Schedule;
 - (c) written advice on proposed changes to work programs and budgets; and
 - (d) assistance with forward estimates for budgets, and other expenditure updates as required.
- 7.2 In furtherance of specific activity objectives CO will:
- (a) provide appropriately qualified and experienced CO personnel in order to perform its obligations under this ROU; and
 - (b) be responsible for the performance and conduct of all CO personnel involved with activities implemented under this ROU including taking all reasonable endeavours to ensure that, in the course of carrying out those

ROU 14433

activities, CO personnel comply with APS Values, the APS Code of Conduct and the Public Service Act 1999 (Cth).

8. AusAID's RESPONSIBILITIES

8.1 AusAID will:

- (a) Provide funding as agreed in the relevant Schedule
- (b) provide appropriately qualified and experienced AusAID personnel in order to perform its obligations under this ROU;
- (c) be responsible for the performance and conduct of all AusAID personnel involved with activities implemented under this ROU and will take all reasonable endeavours to ensure that, in the course of carrying out those activities, AusAID personnel comply with APS Values, the APS Code of Conduct and the Public Service Act 1999 (Cth); and
- (d) where appropriate, provide advice and assistance to CO in relation to the implementation of Australian Government policies on developmental aid to foreign countries.

9. RISK ASSESSMENT AND MANAGEMENT

- 9.1 The Parties acknowledge that there will be risks to successful achievement of the objectives of the specific activities under this ROU. Identifiable risks for activities implemented under this ROU should be set out in a risk management matrix attached to the relevant Schedule unless the Parties agree that it is not required for a particular activity.
- 9.2 CO and AusAID each agree to monitor, report on and manage the risks in respect of which they have been assigned responsibility in the relevant risk management matrices and to update these risk management matrices accordingly.

10. REPORTING, MONITORING AND EVALUATION

- 10.1 AusAID and CO agree that it is essential to ensure that the performance and impact of specific activities under this ROU are adequately and effectively monitored and assessed. Activity should be monitored and evaluated in accordance with the framework set out in the relevant Schedule unless the Parties agree that it is not required.

11. SUB-CONTRACTS AND THIRD PARTY CONTRACTS

- 11.1 It is the intention of the Parties that neither will sub-contract to any firm or individual any part of the services or works which are the subject of this ROU, or otherwise contract a third party in connection with activities under this ROU, without consultation with the other.

ROU 14433

- 11.2 Where the Parties have agreed that one or both Parties may enter into sub-contracts or other third party contracts under this clause, the Party so contracting will be solely responsible for all matters in connection with the contracts and contractors including without limitation:
- (a) compliance with all legal and regulatory requirements in relation to such contracting (including without limitation the Commonwealth Procurement Guidelines); and
 - (b) the engagement, management, coordination and payment of, and all communications with, such contractors.
- 11.3 It is agreed in principle that the Commonwealth Ombudsman will encourage interaction with other Australian State Ombudsmen and the New Zealand Ombudsman; and both parties will encourage interaction with South West Pacific Island and other Ombudsmen as appropriate in joint consultation; and that such engagements may include financial transactions, if agreed to in the relevant schedule.

12. FINANCIAL ARRANGEMENTS AND PAYMENTS

12.1 Financial Arrangements

- (a) The financial arrangements for each activity will be set out in the relevant Schedule.

12.2 Payments and Invoices

- (a) AusAID will make payment of any sums under a Schedule (if any) within 30 days of receipt of a correctly rendered invoice.
- (b) An invoice is correctly rendered if:
 - (i) the invoice details all services and works provided, and records the amount payable in respect of each category of services and works described in the relevant Schedule; and
 - (ii) the invoice is for an amount calculated correctly in accordance with entitlements under the relevant Schedule; and
 - (iii) a person holding the necessary authority has certified that:
 - (A) the invoice has been correctly calculated;
 - (B) the services and works included in the invoice have been performed in accordance with the relevant Schedule; and
 - (C) in the case of reimbursable costs, that these costs have actually been paid.

ROU 14433

- (c) If an invoice is rendered incorrectly, any underpayment or overpayment will be recoverable by or from the Party making payment against the invoice as the case may be and may be offset against or added to amounts subsequently due by that Party.
- (d) A Party need not pay an amount disputed in good faith by it until the dispute is resolved.
- (e) Invoices involving foreign exchange transactions must be made in the equivalent Australian dollar amount calculated on the date of the actual foreign exchange transaction.

12.3 Accounts, Records and Access

- (a) The Parties will keep proper and detailed accounts and records in relation to any services or works performed, or expenditure incurred by them, under this ROU including in relation to foreign exchange transactions. Each Party will maintain such accounts and records for a minimum period of seven years following expiry or termination of this ROU.
- (b) Each Party will provide the other with sufficient access to its financial management information to enable the other 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.

13. INTELLECTUAL PROPERTY

- 13.1 The full legal rights to all Intellectual Property arising out of the activities which are the subject of this ROU will be owned by the Commonwealth. Responsibility for and arrangements regarding the registration, licensing and other matters associated with protection of such Intellectual Property will be agreed between the Parties and in accordance with any Treaty or Memorandum of Understanding between the Commonwealth and the benefiting country that may apply. This may include granting the benefiting country a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit the material for the purposes of the Commonwealth.

14. DISPUTE RESOLUTION

- 14.1 Where any dispute arises between Parties under this ROU the Parties will take all necessary steps to resolve the dispute by negotiation in good faith. Wherever possible disputes should be resolved at the lowest level through direct negotiations bearing mind whole of government principles.

15. TERMINATION AND SUSPENSION

- 15.1 Activities may be terminated due to a change in government policies.
- 15.2 Either Party may terminate this ROU by providing 90 days written notice to the other.
- 15.3 Where either Party is prevented from performing its obligations in a Schedule under this ROU by circumstances or events reasonably beyond its control, it will promptly notify the other Party and take all reasonable steps to mitigate the impact (financial or otherwise) on activities. The Parties will discuss the circumstances or events and may agree that further implementation of activities should be suspended or terminated.
- 15.4 Upon termination or suspension under this clause, the Parties will discuss in good faith the financial and other arrangements applicable to the termination or suspension. AusAID will pay CO such amount as is fair and reasonable in the circumstances based upon the proportion of work completed by CO prior to such termination or suspension and otherwise in accordance with the relevant Schedule.

16. USE OF ROU INFORMATION

- 16.1 The Parties may disclose matters relating to this ROU, including this ROU, except where such disclosure will breach the Privacy Act 1988 (Cth) or any other Commonwealth law, to Commonwealth departments and agencies, Ministers and Parliamentary Secretaries, and to Parliament, including responding to requests for information from Parliamentary Committees or inquiries.

17. CONFIDENTIALITY AND PUBLIC COMMENT

- 17.1 Neither Party will, without the prior written approval of the other Party, make public or disclose to any other person any Confidential Information. In granting its written approval, a Party may impose such terms and conditions as it deems appropriate.
- 17.2 The Parties will discuss whether it is appropriate to publicise activities and reach agreement on when to consult with the other Party on the nature, form, content and manner of future publicity. Subject to the requirements of the law and the Parliament, and to the Ombudsman's power to report on and make disclosures about matters relating to his office, neither Party will make any press, media or other public announcement in relation to activities covered by this ROU without having reached this agreement.

18. COUNTER TERRORISM

18.1 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 ROU is expended in a manner consistent with UN Security Council Resolutions and related Australian laws.

18.2 If during the course of this ROU 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.

19. CONFLICTS OF INTEREST AND ANTI-CORRUPTION

19.1 Each Party confirms that no conflict of interest exists or is likely to arise in relation to the performance of its obligations under this ROU. 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 performance under this ROU occurs. 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.

19.2 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 performance under this ROU including the selection and engagement of any contractors by either Party.

20. LIASION AND NOTICES

20.1 The contact Officer for each Party and each Party's address for the service of notices under this ROU is as follows:

CO :

Contact: Stephen Ranck
Director
International Program

Telephone: s47E

Facsimile: (02) 7249 7028

Postal Address: GPO Box 442
Canberra ACT 2601

Street Address: 1 Farrell Place
Canberra ACT 2600

AusAID:

Contact: s47E
Manager
Operational Support Unit

Telephone: s47E

Facsimile: 02-6206 4877

Postal Address: GPO Box 887
CANBERRA ACT 2601

Street Address: 62 Northbourne Avenue
CANBERRA ACT 2601

21. AMENDMENTS

- 21.1 The Parties may amend or vary this ROU at any time by Agreement in writing signed by their respective authorised representative.
- 21.2 The Parties may amend or vary a Schedule at any time by substituting the Schedule in its entirety with the amended or varied Schedule as agreed by the Parties in writing.

ANNEXURE A: This serves as a template for future Schedules

Schedule [insert number] to the Record of Understanding

In Relation to cooperation between [Agency] and AusAID to [Title].

This Schedule [insert number] sets out the shared goals of AusAID and [Agency] (the **Parties**) in relation to the [insert description of activity] (**Activity**) which will be implemented under the Record of Understanding signed by the Parties on [insert date when signed] (**ROU**). This Schedule (including any Attachments) itemises the scope of the activity, contributions of each Party to the Activity and sets out the accountability obligations of each Party, including the means for monitoring and evaluation. Unless otherwise stated in this Schedule, the terms and conditions of the ROU will apply.

Signed on behalf of **AusAID** by:

Signed on behalf of [Agency] by:

.....

.....

Signature

Signature

.....

.....

[insert name of Activity] (Activity)

S1 COMMENCEMENT AND COMPLETION DATES

S1.1 The Activity will commence on *Start Date* and be completed by *End Date*.

S2 ACTIVITY GOAL AND OBJECTIVES

S2.1 [Describe in terms of outcomes]

S2.2

S3 ACTIVITY DESCRIPTION

S3.1 [Would normally include: a description of inputs; outputs; and management arrangements]

S3.2 [Include details of identifiable risks in risk management matrix if required and reporting requirements in M&E framework if required]

S4 FINANCIAL ARRANGEMENTS

S4.1 The financial arrangements outlined below will apply to the Activity.

S4.2 The maximum amount payable by AusAID in respect of this Activity is A\$[] plus GST if any up to a maximum amount of A\$[]. AusAID will not be liable for any amount, costs or expenditure incurred by [Agency] in excess of this amount.

S4.3 AusAID will pay [Agency] the sums in accordance with the budget and timetable set out below. The unexpended part of advances paid by AusAID (if any) will be refunded to AusAID.

[Insert or Attach Budget/Payment Mechanism/Timetable. This may be advance payment for inputs, payments in arrears for inputs, payments on the basis of achieving specific outputs or a combination of these.

The Budget may specify:

(i) The cost of inputs as follows:

Name	In Australia (\$/day)	Overseas (\$/day)	Duration	Total

*Identifying the cost of inputs assists to determine costs where there is a change in the amount of inputs to be provided.

(ii) Payments on the basis of outputs as follows:

Output	Milestone No.	Milestone Description	Verifiable Indicators	Amount \$

(iii) The payment of reimbursable costs as follows:

The following reimbursable costs will be paid [in arrears/monthly/quarterly][specify maximums where appropriate]:

- Airfares
- Departure Taxes
- Medical, Dental and Evacuation Insurance
- Travelling allowances
- Inoculations
- Per diems]

S4.4 [Agency] will arrange, pay for and maintain for the duration of the Activity:

- (a) adequate medical and dental insurance for [Agency] personnel who are engaged to operate outside their country of permanent residence;
- (b) adequate insurance for medical evacuation and evacuation resulting from an insured event for all [Agency] personnel

S4.5 Except for amounts referable to GST referred to in 1 and 2 above, all taxes, duties and charges imposed or levied in connection with the performance of this Activity will be borne by [Agency] .

S4.6 Claims for Payment of sums due and payable in respect of the Activity will be submitted in a form identifiable with the services and in accordance with Clause 12 of the ROU. Claims will be forwarded as follows:

The Director General
 AusAID
 GPO Box 887
 Canberra ACT 2601
 Attention: []

S4.7 Except as otherwise specified, these amounts are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses.

S5 LIAISON AND NOTICES

S5.1 The contact Officer for each Party is the Activity Manager. Each Party's address for the service of notices for the purposes of this Activity is as follows:

[Agency]:

Contact: []
Telephone: (02) []
Facsimile: (02) []
Postal Address:
Street Address:

AusAID:

Contact: []
Telephone: (02) 6206 []
Facsimile: (02) 6206 []
Postal Address: GPO Box 887
Canberra ACT 2601
Street Address: 62 Northbourne Avenue
Canberra ACT 2601

Attachment 2

Reporting, Monitoring and Evaluation Framework

Activity Schedule 31 to
the Record of Understanding No. 14433

In relation to cooperation between the Department of Foreign Affairs and Trade (DFAT) and The Office of the Commonwealth Ombudsman (OCO)

To the Ombudsman Republik Indonesia (ORI) – The Office of the Commonwealth Ombudsman (OCO) Prospera APS Partnership 2019-2020

This Activity Schedule 31 sets out the objectives of DFAT and OCO (the Agency, together referred to as the Partners) in relation to ORI – OCO Prospera Partnership 2019-2020 (the Activity) which will be implemented under the Record of Understanding signed by the Partners on 10 November 2005 (the ROU).

This Activity Schedule (including any attachments) details the scope of the Activity, as well as the contributions and roles of each Partner in relation to the Activity. Unless otherwise stated in this Activity Schedule, the provisions of the ROU will apply.

Signed on behalf of DFAT by:

Signed on behalf of OCO by:

s47E

[Redacted]

Fiona Sawyers

Name

Name

A/G. COUNSELLOR IEG

Senior Assistant Ombudsman

Designation

Designation

s47F

[Redacted]

11/07/2019

Fiona Sawyers 28/6/19

Signature and Date

Signature and Date

ACTIVITY DETAILS

Activity	ORI – OCO Prospera Partnership 2019-2020 The Activity Details are at Attachment 1 to this Activity Schedule.
Commencement date	1 July 2019
Completion date	30 June 2020
Partner Country	Indonesia
Partner Country Agency	Ombudsman of the Republic of Indonesia (<i>Ombudsman Republik Indonesia/ORI</i>)
Funds	<ul style="list-style-type: none"> • The maximum amount payable by DFAT in respect of the Activity is ^{s33} [REDACTED] inclusive of applicable taxes. • This amount is comprised of : <ul style="list-style-type: none"> ○ An ROU allocation to OCO of an amount up to AUD ^{s33} [REDACTED] ○ An LSP allocation of an amount up to AUD ^{s33} [REDACTED]
Financial Arrangements and Budget	A detailed budget for this Activity is at Attachment 2 to this Activity Schedule
DFAT Activity Manager	^{s47E} [REDACTED] ^{s47E} [REDACTED]
Agency Activity Manager	Nalini Hoogland ^{s47E} [REDACTED]
DFAT's Address for Notices	Telephone Number: ^{s47E} [REDACTED] Mailing Address: ^{s47E} [REDACTED] Australian Embassy Jakarta Email Address: prospera@dfat.gov.au
Agency's Address for Notices	Telephone Number: +61 1300 362 072 Mailing Address: Nalini Hoogland C/O Office of the Commonwealth Ombudsman Level 5, 14 Childers Street Acton ACT 2601 Australia

Activity Schedule No. 31 to ROU 14433

	Email Address: ^{s47E} [REDACTED]
Logistical Service Provider	Prospera Program ^{s47E} [REDACTED]
Variations	<p>This Activity Schedule can only be varied in writing signed by each Partner.</p> <p>The Partner proposing the variation should set out in writing:</p> <ul style="list-style-type: none"> (a) details of the proposed variation to the Activity and reasons for the request; and (b) the impact the proposed variation will have on effective delivery of the Activity, and/or the budget.
Termination	<p>This Activity Schedule can be terminated at any time by either Partner in writing.</p> <p>Upon termination of this Activity Schedule, the Partners will discuss in good faith the financial and other arrangements applicable to the termination, including:</p> <ul style="list-style-type: none"> (a) the provision of additional funds required to meet financial commitments made prior to the date of termination (not exceeding the maximum Funds); (b) the return of unspent funds remaining once all such commitments have been met; (c) the return of any funds that may have been recovered by the Agency from a contractor or grant recipient after having been misdirected by fraudulent activities, corruption, or terrorism-related activity.
Overseas Personnel Arrangements	The arrangements relating to Overseas Personnel are at Attachment 3 to this Activity Schedule.
Reporting, Monitoring and Evaluation	The Agency will conduct reporting, monitoring and evaluation in accordance with Attachment 4 to this Activity Schedule.
Risk Management	A Risk Register setting out the identifiable risks associated with the Activity is at Attachment 5 to this Activity Schedule.
Grants and contracts with third parties	Not applicable

Activity Schedule No. 31 to ROU 14433

Proposal work plan	The proposal work plan that was negotiated between DFAT and the Agency is Attachment 6 .
Defined terms	<p>The following definitions apply to this Activity Schedule:</p> <ul style="list-style-type: none"><li data-bbox="630 465 1316 566">i. Logistical Service Provider means a contractor engaged by DFAT to undertake logistical and operational functions in a Partner Country.<li data-bbox="630 600 1252 701">ii. Overseas Personnel means Personnel who undertake Long-term Postings, Short-term Assignments or Short-term Missions.<li data-bbox="630 734 1316 835">iii. Personnel means the personnel of the Agency who are engaged in the delivery of the Activity, including employees and contractors.

ACTIVITY DESCRIPTION

1. ACTIVITY OBJECTIVES

1.2 The expected outcomes of the program are :

- External GOI agencies improve their internal complaint handling through the development of a whole of government best practice complaint handling model.
- ORI plays a key role in leading public sector reform in Indonesia by identifying administrative areas for development and offering support to GOI agencies. GOI agencies increase their engagement with ORI.
- Improved leadership capacity and increased strategic focus within ORI.
- Increased knowledge and skills of ORI staff (at all levels) in stakeholder engagement, front line complaint handling, investigation, early dispute resolution, consistent complaint handling methodology and work practices.
- Exchange of international best practice, practical experience and information between Australian and Indonesian jurisdictions and between central and regional ORI offices.
- Increased support for ORI's regional offices.
- Strengthened peer to peer linkages and collaboration between ORI and OCO leaders and staff.

2. ACTIVITY DESCRIPTION

2.1 **Complaint handling capacity of external Indonesian government agencies:** Pilot project to support external GOI agencies to develop and maintain their internal complaint handling mechanisms and enhance whole of government complaint handling skills. This activity is led by ORI. There is flexibility to expand, tailor and incorporate additional elements to suit ORI's needs.

Outcomes:

- best practice complaint handling model developed for GOI agencies
- improved local government practices and engagement with ORI
- streamlined work practices and improved staff capacity for effective complaint handling
- increased authority and respect for ORI as an integrity agency
- more accessible complaint handling systems for women and people with a disability.

Timeline:

- 2019-2021 – ORI will work with GOI agencies to establish effective complaint handling systems and practices. Two OCO staff will provide an advisory role and training, including one visit to Indonesia in late 2019-20. The OCO will share expertise on its recently established education function, its well-regarded Commonwealth Complaints Handling Forum and its Indigenous and Disability accessibility reviews.

2.2 Australian Internship: Ten ORI officers to visit Australia to participate in an internship program. This activity will be led by the OCO, but the subject matter of the internship is to be identified by ORI.

A key focus of the internship program will be:

- accessibility and inclusion of complaint handling systems for people with a disability, women and culturally and linguistically diverse communities
- stakeholder engagement including outreach strategies for remote communities.

Other subject areas could include:

- coaching / mentoring for career and skills development
- early resolution
- frontline complaint handling
- law enforcement oversight or other specific subject matter
- case management systems

Outcomes:

- exchange of best practice and practical experience
- strengthened institutional capacity within ORI.

The activity will include topics on gender and disability inclusiveness, delivered by sharing the OCO's experience in conducting and implementing accessibility reviews for Indigenous Australians and people with a disability. OCO will work with ORI and Prospera's public sector and GESI team to develop activity terms of reference. OCO will collect statistics on the number of female participants and qualitative data on changes to ORI's practices following the activity.

Timeline: To be conducted annually, approximately in March each year.

2.3 Capacity Building Training - Advanced Investigations skills: ORI has requested advanced investigations skills training. ORI will identify the specific subject matter to be addressed in the training. An identified training provider and / or OCO staff will visit Jakarta to provide training and advice on selected topics.

Outcomes:

- develop and build advanced investigations skills across ORI

Activity Schedule No. 31 to ROU 14433

- develop a pool of skilled investigators available to on-train and mentor other ORI staff, for example by undertaking train-the-trainer courses in future program years
- improved linkages with other GOI government agencies through joint leadership training

The OCO will collect data on the number of female participants. ORI has agreed to seek a 50/50 gender balance of participants.

The activity may include attendance at international and regional conferences such as, but not limited to the Australian Public Sector Anti-Corruption Conference in Melbourne.

Proposed Timing: November 2019, with exact timing to be determined with ORI.

- 2.4 **Comparative study on Human Resources Development:** The activity is led by OCO with ORI identified subject matter. In 2018-19 this budget was allocated to the ORI National Conference.

This first phase of a multi-year project will involve commissioning a scoping study / survey to obtain a baseline understanding of the barriers experienced by women and people with disabilities to participation and progression within ORI. This work will also inform ORI's understanding of the barriers complainants can encounter accessing complaint handling systems. The study will address diversity, accessibility and inclusion policies.

May include comparison with another Australian integrity agency and other Australian Government agencies.

The scoping study may be undertaken by an Australian or Indonesian based consultant with OCO support and guidance. ORI has suggested that up to seven staff from the Bureaucracy Reform Team and HR section may visit Australia to study OCO's approach.

Outcomes:

- ORI supported to better understand and address barriers to participation and mobility for women and people with disability
- sharing best practice human resource development information, including diversity and inclusion policies and outreach strategies.
- ORI has agreed that it will seek a 50/50 gender balance of participants.

Proposed Timing: September 2019, to ensure that ORI's reporting deadline of December 2019 is met.

- 2.5 **Partnership Governance - Program Monitoring and Evaluation and Senior Leadership Engagement:** two to three staff each from the OCO and ORI will meet in Australia or Indonesia to discuss, plan and review the partnership.

This activity will be led by the OCO. Two to three staff each from ORI and the OCO will meet in Indonesia or Australia for senior leadership meetings and to monitor and evaluate the partnership and plan future activities.

To be conducted annually (two-three visits per year).

Outcomes:

- opportunities for program enhancements identified
- program and activities adapted to ensure ongoing relevance
- ORI's organisational needs continue to be addressed for the upcoming 12 months
- gender and social inclusion targets are on track.

Proposed Timeline:

- August 2019 – OCO Scoping visit and engagement for 2019-20 program year
- November 2019 to January 2020 – One OCO senior leader and up to two working level staff to visit to Indonesia
- May 2020 – One ORI senior leader and up to two working level staff members to visit Australia.

Attachment 2

FINANCIAL ARRANGMENTS AND BUDGET

1. FINANCIAL ARRANGEMENTS

- 1.1 DFAT will pay the Agency within 30 days of DFAT's receipt of a correctly rendered invoice. However, DFAT need not pay an amount disputed by it in good faith until the dispute is resolved.
- 1.2 The Agency will return to DFAT any unexpended funds at the end of the Activity, unless alternative arrangements are negotiated between the Partners, in accordance with relevant financial approvals.
- 1.3 Any assets acquired under this Activity are the relevant property of DFAT. At the end of the Activity, the assets will be disposed of by DFAT in accordance with its policy framework.
- 1.4 DFAT will pay the Agency the Funds on an advance basis. The Agency will provide to DFAT an acquittal statement, referencing the budget items, certified by the Agency Activity Manager.
- 1.5 DFAT will make the payments as follows:

Tranche	Amount	Trigger
1 – paid by 31 July 2019	§33 [REDACTED]	Quarter 1 reimbursement 50% of annual budget
2 – paid by 31 January 2020	§33 [REDACTED]	Delivery of Midyear Report for 2019-20 Quarter 2 reimbursement 25% of annual budget
3 – paid by 30 April 2020	§33 [REDACTED]	Quarter 3 reimbursement 25% of annual budget
TOTAL	§33 [REDACTED]	

- 1.6 If:
 - (a) an acquittal statement identifies that the Agency has unspent monies from a previous tranche(s); or
 - (b) in DFAT's opinion, the Agency has not made satisfactory progress against the mutually decided benchmarks and milestones for the Activity,

DFAT, may, after consultation with the Agency, reduce the amount of the next tranche (and the overall amount of the Funds).

2. INVOICING

- 2.1 The Agency will submit invoices to DFAT when due in accordance with this Activity Schedule, in a form identifying this Activity Schedule title and its number. Invoices will also contain the Payment Event number(s) notified by DFAT; the

amount of funding to be paid by DFAT together with any requisite substantiating material; and the name of the DFAT representative.

2.2 All invoices will be made to:

Chief Finance Officer
 Department of Foreign Affairs and Trade
 RG Casey Building
 John McEwen Crescent
 Barton ACT 0221 AUSTRALIA

2.3 Invoices should be sent to the above address and the DFAT Activity Manager. Alternatively, DFAT will accept electronic invoices. These can be sent to accounts@dfat.gov.au and a copy sent to the DFAT Activity Manager.

2.4 A valid tax invoice must be provided where required under the GST law.

3. **ACTIVITY BUDGET**

Modality	2019-20*
Administration Costs**	s33
s33 supporting staff	
s33 overheads costs	
Activity 1 Pilot Project: Increase external government agencies' internal Complaint Handling capacity	s33
Activity 2 Australian Internship x 10 ORI interns	s33
Activity 3 Capacity Building Training- Advanced Investigations skills	s33
Activity 4 Comparative study on Human Resources Development	s33
Activity 5 Partnership Governance - Monitoring and Evaluation and Senior Leadership Engagement visits x 2	s33
TOTAL	s33

* Includes combined Record of Understanding and Logistical Service Provider budgets.

** Administration costs include funding to support full time OCO staff wages to effectively and efficiently manage the program. Overhead costs include additional costs incurred during the management of this program, such as mobile telephones, equipment, staff vaccinations and visa applications.

Attachment 3

OVERSEAS PERSONNEL ARRANGEMENTS

1. OVERSEAS PERSONNEL INSURANCES

- 1.1 Overseas Personnel will be covered by the Agency's insurance with Comcover whilst they are overseas.
- 1.2 The Agency will ensure Partner Country Agency officials travelling for the purpose of this Activity have appropriate insurance (either arranged by the Agency or the Partner Country Agency).

2. OVERSEAS PERSONNEL TRAVEL

- 2.1 Where Overseas Personnel travel internationally as part of an Activity, whilst on a Long-term Posting or Short-term Assignment, the Agency will, in the first instance, undertake logistical arrangements in support of the travel, including, but not limited to:
 - i. Visas, passports, flights and accommodation; and
 - ii. The payment of reimbursements, travel and other overseas allowances.
- 2.2 The Agency will, by way of cable or email, provide the Activity Manager with at least two weeks' notice of planned travel by its Personnel to a Partner Country in relation to the Activity, including: title of the Activity and Activity Schedule number, name(s) and designation(s) of the Personnel travelling; travel itinerary of the Personnel travelling, and a brief statement of the objectives of the travel.

3. LOGISTICAL SERVICE PROVIDER

- 3.1 The following LSP will provide operational and logistical support to the Agency:
 - (a) Prospera LSP:

The Prospera LSP are contracted by DFAT and report to DFAT; however, the Agency can directly contact the LSP as required to request support to implement the Activity.
- 3.2 Unless otherwise set out in the Service Order, DFAT will manage the Service Order with the LSP.
- 3.3 The LSP will be responsible for: providing Australian agencies to fly-in and deliver activities, training events, conferences or similar in Indonesia, including but not limited to arranging accommodation, transportation, translations services and venue hire. Similarly to provide such assistance when such program activities are held in Australia.
- 3.4 The Agency will be provided with copies of Prospera APS Partnerships Policy Manual.

Attachment 4

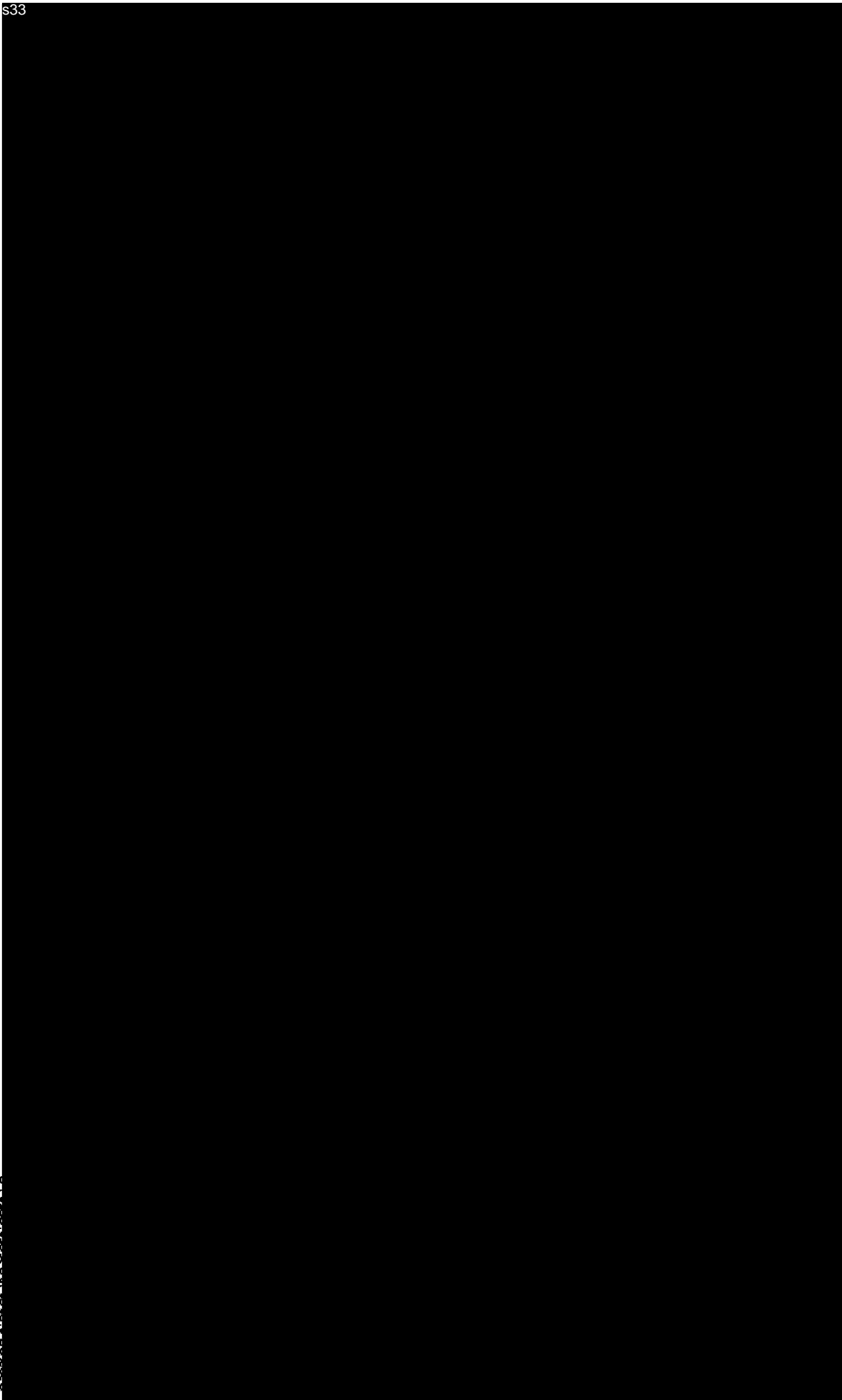
REPORTING, MONITORING AND EVALUATION

- 1.1 Refer to the OCO Work Plan 2019-2020 (Attachment 6 to this Activity Schedule) for:
 - i. *Attachment A: ORI and OCO Partnership Program Logic/Work Plan Overview*
 - ii. *Attachment B: Monitoring and Evaluation Framework – ORI and OCO Partnership 1 July 2018 – 30 June 2021*

Activity Schedule No. 31 to ROU 14433

Attachment 5

RISK MANAGEMENT



Activity Schedule No. 31 to ROU 14433

Australia Indonesia Economic
Cooperation (PROSPERA) Program
Government to Government Element

***MULTI-YEAR WORK PLAN PROPOSAL
1 JULY 2018 - 30 JUNE 2021***

2019-2020 WORK PLAN

Proposal Title:

Strengthening and Supporting the Ombudsman Republik Indonesia

Submitting Agencies:

**Office of the Commonwealth Ombudsman and
Ombudsman Republik Indonesia**

Submission Date: 14 June 2019

CONTENTS

WORK PLAN OVERVIEW	3
PARTNERSHIP CONTEXT	3
ALIGNMENT WITH GOI and PROSPERA OBJECTIVES	4
PARTNERSHIP EXPECTED OUTCOMES.....	5
GOVERNANCE.....	6
PARTNERSHIP DETAILED PROGRAM AND BUDGET 2019-2020.....	9
WORK PLAN BUDGET (AUD).....	12
OTHER	14
RISK MANAGEMENT.....	15

WORK PLAN OVERVIEW

GOA agency name	Office of the Commonwealth Ombudsman (ABN: 53003678148)	
GOI agency name(s)	Ombudsman Republik Indonesia	
Work Plan implementation dates	Start date: 1 July 2019	Finish date: 30 June 2020

PARTNERSHIP CONTEXT

The Government of Indonesia (GOI) counterpart

The GOI counterpart is the Ombudsman Republik Indonesia (ORI).

Partnership context now and opportunities for the future

The partnership between the Office of the Commonwealth Ombudsman (OCO) and ORI is one of the longest standing Indonesian-Australian agency relationships.¹ It has evolved as both agencies have learnt from each other and exchanged knowledge and ideas about best practice complaint handling and improving public administration. ORI's growing maturity as an agency provides opportunities for it to have more direct involvement in the development and ownership of future partnership activities.

Overall nature of the partnership

The OCO and ORI are the peak national complaint handling agencies in their respective countries. The partnership is well-regarded and is strongly supported by both the Australian Government (GOA) and the Government of Indonesia (GOI).

The Indonesian and Australian Ombudsmen have continued and strengthened their long standing supportive professional relationship beyond the DFAT funded partnership. Through international professional associations, such as the International Ombudsman Institute, Australia and Indonesia are supporting the further growth of ombudsman institutions in the ASEAN countries. Indonesia hopes to take a more leading role in the region.

Forms of assistance (modalities) provided within the Partnership

Key forms of assistance delivered by the partnership have included:

- Australian Ombudsman internships for ORI investigators
- senior leadership engagement and study tours
- targeted professional training to ORI staff in areas of need
- sharing of best practice
- partnership monitoring and evaluation activities.

Lessons learned

The partnership has achieved a number of key outcomes:

- peer to peer engagement
- supporting the establishment of a national complaint handling system in Indonesia
- enhancing the institutional capacity of ORI at all levels, including opportunities to learn about ombudsman values and design and participate in professional training.

¹ The partnership has been operating since 2000. Prior to the establishment of ORI in 2008, the partnership was with its predecessor, the National Ombudsman Commission.

Australia has benefited through the exchange of best practice ideas, for example, the feasibility and practical application of a national or state-wide complaint handling system, such as Indonesia's *Lapor!* System and the use of technology to engage with stakeholders.

The proposed work plan

This proposal seeks to build on these learnings and use the partners' established relationships to further strengthen the capacity of ORI and increase its authority as a lead integrity agency in the Indonesian government.

Partnership activities have been designed to reflect ORI's continuing development and emerging leadership role within the region. All activities were developed in close consultation with ORI.

The 2019-20 work plan builds on and refines activities from the previous year. The plan includes the next stage of longer-term, multi-stage activities which have been requested by ORI and builds the foundation for sustainable improvements within ORI and across GOI agencies. This includes developing the complaint handling capacity of external GOI agencies.

ALIGNMENT WITH GOI and PROSPERA OBJECTIVES

How the work plan was developed

This work plan has been jointly developed by the OCO and ORI. ORI has proposed all activities, based on its needs and priorities. ORI will lead all but two of the proposed activities. ORI is willing to commit resources (such as staff and use of ORI offices) and provide further in-kind contributions to support the delivery of the partnership activities. This may include technical expertise, local contacts and materials.

Alignment between GOI, ORI and GOA strategic priorities and the development of institutional and bilateral relationships

The Indonesian Government has identified 12 strategic priorities for implementation by agencies over four years under its National Medium Term Development Plan (RPJMN) year 2015-2019. ORI is responsible for two key deliverables under this plan:

- improve the supervision of public services in Indonesia
- improve the management support programs for ORI.

These priorities are consistent with the Australian Government's Aid Investment Plan for Indonesia, in particular, the objective of building an inclusive society through effective governance.

As one of the Australian Government's central oversight bodies, the OCO is well placed to assist with these strategic priorities and outcomes, with its experience in mediating bureaucratic disputes and influencing systemic improvements in public administration. Its role has expanded to one of a broader oversight body that contributes to government reviews and inquiries, inspects the records of other government agencies for compliance with legislation and reviews proposed administrative processes before programs are implemented.

ORI has also been given these broader systemic functions. This presents a number of technical and strategic challenges which the OCO is experienced in addressing. The OCO has also undertaken considerable work developing effective internal complaint handling mechanisms within agencies, a key GOI priority for reforming the public sector.

The work plan also contributes to PROSPERA's breakthrough outcome 3.3 (Greater transparency and accountability of government) and intermediate outcomes:

- Ombudsman supports and guides government agencies
- stronger public service administration agencies.

The work plan supports ORI to improve the internal complaint handling of GOI agencies, lead public sector administration reform in Indonesia and improve its own capacity as a complaint handling agency.

The table below describes the alignment between GOI, ORI and the GOA strategic priorities:

GOI-ORI Strategic Objectives		GOA Strategic Objectives
Improving supervision of public services	Increase agencies with internal complaint handling units	Agency specific complaint handling units, consistent complaint handling methodology, standard operating policies and procedures to improve agency practice and good governance, reduces the opportunities for poor administration and/or corruption. The OCO contributes to this objective through collaboration with Australian Government agencies and law enforcement agencies.
	Improve effectiveness of complaint resolution	The OCO seeks to influence systemic improvements in public administration. Highly effective and efficient public administration results in improved public services and decreases the risk of poor administration and corruption.
	Improve the compliance of Ministry/state/province/local government on implementing complaint handling	
	Improve public service policy	
Increase public participation		
Improving Management Support programs	Improving the human resources capacity and infrastructure in ORI and Representative Office	A GOA objective is sustainable improvements in the institutional capability for our Indonesian partner. This program will assist in enhancing the leadership and talent management capability of ORI.

PARTNERSHIP EXPECTED OUTCOMES

The expected program outcomes linked to the Prospera breakthrough outcome of *Improving public finances and government performance* are:

1. External GOI agencies improve their internal complaint handling through the development of a whole of government best practice complaint handling model.
2. ORI plays a key role in leading public sector reform in Indonesia by identifying administrative areas for development and offering support to GOI agencies. GOI agencies increase their engagement with ORI.
3. Increased knowledge and skills of ORI staff (at all levels) in stakeholder engagement, front line complaint handling, investigation, consistent and accessible complaint handling methodology and work practices.
4. Improved leadership capacity and increased strategic focus within ORI.

5. ORI is supported to better understand and address internal and external barriers to participation and mobility experienced by women and people with disability.
6. Exchange of international best practice, practical experience and information between Australian and Indonesian jurisdictions and between central and regional ORI offices.
7. Increased support for ORI's regional offices.

See **Attachment A** for more detail.

GOVERNANCE

Reporting & Monitoring and Evaluation

The partners have developed and adopted a Monitoring and Evaluation Framework, at both a program level and against specific activities. A copy of the framework is at **Attachment B**.

The current framework adopts both a methodology incorporating quantitative and qualitative measures. Performance indicators are aligned with ORI's Strategic and Corporate Plans. The framework will be reviewed and amended to reflect approved activities in 2019-2020.

[Note – the Monitoring and Evaluation Framework will be updated following detailed discussions with ORI delegates in the week of 10 June 2019, and further discussion with Russell McKay (Prospera). The revised framework will be submitted by end of July 2019.]

PARTNERSHIP THEORY

Output	Short-term outcomes	Short-term success measures	Long-term outcomes	Long term success measures	Impact
Five partnership activities:	Activities successfully delivered on time and within budget for required number of staff	Number of staff attending	External GOI agencies constructively engage with ORI to improve their internal complaint handling	Value of activities as assessed by OCO & ORI	ORI plays a key role in leading public sector reform in Indonesia by identifying administrative areas for development and offering support to GOI agencies
1. Pilot project on internal complaint handling	Practical experience & information is shared between ORI and OCO about complaint handling and systemic issues	Attendees include female participants	Development of best practice complaint handling model for GOI agencies	ORI staff apply learnings in a practical setting	
2. Australian internship		Attendees include staff members with a disability		External GOI agencies increase their engagement with ORI	ORI is a leading integrity agency in the Asia-Pacific Region
3. Capacity building training		Attendees include ORI staff from regional offices and jurisdictions	Improved skills development and capacity for ORI staff	Policies developed to address barriers to participation and mobility for women and people with disability	
4. Comparative Study on Human Resources Development	Sharing of best practice on human resource development, including diversity, inclusion and outreach strategies	Number of participating ORI jurisdictions and regions	Increased linkages between ORI's regional offices.		ORI is a best practice model for diversity and inclusion
5. Monitoring & evaluation, including senior leadership engagement		Positive feedback from ORI and OCO on activities, as measured through informal and survey feedback	ORI supported to better understand and address barriers to participation and mobility experienced by women and people with disability		

Modality	2018-2019	2019-2020	2020-2021
Pilot project to increase the complaint handling capacity of external Indonesian government agencies to support a cohesive whole of government practice.	Project Phase 1: Establish a working group with representatives from other government agencies and OCO; scope and pilot activity.	Project Phase 2: Further activity refinement/expansion and implementation. ORI will work with GOI agencies to establish effective complaint handling systems and practices. OCO staff to provide an advisory role and training.	Project Phase 3: Further activity refinement/expansion and implementation; project evaluation.
Australian Internship based on subject matter identified by ORI.	10 x ORI officers to visit Australia	10 x ORI officers to visit Australia Proposed 50/50 gender split of participants	10 x ORI officers to visit Australia
Capacity building training	Leadership and capacity building training (approximately 20 ORI senior and emerging leaders) 2 x OCO staff to provide training	Training: advanced investigations skills. OCO to identify and support appropriate training provider to assist with development of content and delivery to approximately 180 ORI staff. May include attendance at relevant international and regional conferences.	Training topic to be determined by ORI. 2 x OCO staff to provide training. May include engagement at relevant international and regional conferences.
Comparative Study on Human Resources Development		Project Phase 1: Scoping study by 3-7 ORI staff meet in Australia to gain knowledge and information on how to implement policies on human resources development, accessibility and inclusion. OCO to identify other Australian agencies who may be able to share resources and insights.	Project Phase 2: ORI and OCO staff meet to further refine and develop recommendations for action; additional consultancy services may be required.
Program Monitoring and Evaluation, future program planning and Senior Leader Engagement meetings.	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership.	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership.

PARTNERSHIP DETAILED PROGRAM AND BUDGET 2019-2020

Activity 1: Complaint handling capacity of external Indonesian government agencies

Pilot project to support external GOI agencies to develop and maintain their internal complaint handling mechanisms and enhance whole of government complaint handling skills.

This activity is led by ORI. There is flexibility to expand, tailor and incorporate additional elements to suit ORI's needs.

Outcomes:

- best practice complaint handling model developed for GOI agencies
- improved local government practices and engagement with ORI
- streamlined work practices and improved staff capacity for effective complaint handling
- increased authority and respect for ORI as an integrity agency
- more accessible complaint handling systems for women and people with a disability.

Timeline:

- 2018-2019 - In May 2019, two OCO staff will visit two regional offices in Indonesia to provide an advisory role and training on best practice complaint handling and agency relationships.
- 2019-2021 – ORI will work with GOI agencies to establish effective complaint handling systems and practices. Two OCO staff will provide an advisory role and training, including one visit to Indonesia in late 2019-20. The OCO will share expertise on its recently established education function, its well-regarded Commonwealth Complaints Handling Forum and its Indigenous and Disability accessibility reviews.

Activity 2: Australian Internship

Ten ORI officers to visit Australia to participate in an internship program.

This activity will be led by the OCO, with subject matter to be identified jointly by the partners.

A key focus of the internship program will be:

- accessibility and inclusion of complaint handling systems for people with a disability, women and culturally and linguistically diverse communities
- stakeholder engagement including outreach strategies for remote communities.

Other subject areas could include:

- coaching / mentoring for career and skills development
- early resolution
- frontline complaint handling
- law enforcement oversight or other specific subject matter
- case management systems

Outcomes:

- exchange of best practice and practical experience
- strengthened institutional capacity within ORI.

The activity will include topics on gender and disability inclusiveness, delivered by sharing the OCO's experience in conducting and implementing accessibility reviews for Indigenous Australians and people with a disability. OCO will work with ORI and Prospera's public sector and GESI team to develop activity terms of reference. OCO will collect statistics on the number of female participants and qualitative data on changes to ORI's practices following the activity.

Timeline:

To be conducted annually, approximately in March each year.

Activity 3: Capacity Building Training

Capacity building training

ORI has requested advanced investigations skills training. ORI will identify the specific subject matter to be addressed in the training. An identified training provider and / or OCO staff will visit Jakarta to provide training and advice on selected topics.

Outcomes:

- develop and build advanced investigations skills across ORI
- develop a pool of skilled investigators available to on-train and mentor other ORI staff, for example by undertaking train-the-trainer courses in future program years
- improved linkages with other GOI government agencies through joint leadership training

The OCO will collect data on the number of female participants. ORI has agreed to seek a 50/50 gender balance of participants.

The activity may include attendance at international and regional conferences such as, but not limited to the Australian Public Sector Anti-Corruption Conference in Melbourne.

Proposed Timing: November 2019, with exact timing to be determined with ORI.

Activity 4: Comparative study on Human Resources Development

The activity is led by OCO with ORI identified subject matter. In 2018-19 this budget was allocated to the ORI National Conference.

This first phase of a multi-year project will involve commissioning a scoping study / survey to obtain a baseline understanding of the barriers experienced by women and people with disabilities to participation and progression within ORI. This work will also inform ORI's understanding of the barriers complainants can encounter accessing complaint handling systems. The study will address diversity, accessibility and inclusion policies.

May include comparison with another Australian integrity agency and other Australian Government agencies.

The scoping study may be undertaken by an Australian or Indonesian based consultant with OCO support and guidance. ORI has suggested that up to seven staff from the Bureaucracy Reform Team and HR section may visit Australia to study OCO's approach.

Outcomes:

- ORI supported to better understand and address barriers to participation and mobility for women and people with disability
- sharing best practice human resource development information, including diversity and inclusion policies and outreach strategies.
- ORI has agreed that it will seek a 50/50 gender balance of participants.

Proposed Timing: September 2019, to ensure that ORI's reporting deadline of December 2019 is met.

Activity 5: Partnership Governance

Program Monitoring and Evaluation and Senior Leadership Engagement: two to three staff each from the OCO and ORI will meet in Australia or Indonesia to discuss, plan and review the partnership.

This activity will be led by the OCO. Two to three staff each from ORI and the OCO will meet in Indonesia or Australia for senior leadership meetings and to monitor and evaluate the partnership and plan future activities.

To be conducted annually (two-three visits per year).

Outcomes:

- opportunities for program enhancements identified
- program and activities adapted to ensure ongoing relevance
- ORI's organisational needs continue to be addressed for the upcoming 12 months
- gender and social inclusion targets are on track.

Proposed Timeline:

- August 2019 – OCO Scoping visit and engagement for 2019-20 program year
- November 2019 to January 2020 – One OCO senior leader and up to two working level staff to visit to Indonesia
- May 2020 – One ORI senior leader and up to two working level staff members to visit Australia.

BUDGET

Modality	2018-19 *	2019-20 * (indicative budget only)	2020-21 * (indicative budget only)
Administration Costs** supporting staff overheads costs	s33	s33 [insert indicative cost based off 2018-19 cost plus 4 %]	s33 [indicative cost based off 2019-20 cost plus 4 %]
Activity 1 Pilot Project: Increase external government agencies' internal Complaint Handling capacity	s33	s33	s33
Activity 2 Australian Internship x 10 ORI interns	s33	s33	s33
Activity 3 Capacity Building Training - Advanced Investigations skills	s33	s33	s33
Activity 4 ORI Conference (2018-19 only) Comparative study on Human Resources Development	s33 -	s33	s33
Activity 5 Partnership Governance - Monitoring and Evaluation and Senior Leadership Engagement visits x 3	s33	s33	s33
TOTAL	s33	s33	s33

* Includes combined Record of Understanding and Logistical Service Provider budgets.

** Administration costs include funding to support full time OCO staff wages to effectively and efficiently manage the program. Overhead costs include additional costs incurred during the management of this program, such as mobile telephones, equipment, staff vaccinations and visa applications.

WORK PLAN BUDGET (AUD)

Year	Budget	Proposed Spend
2018-2019 (actual budget)	s33	s33
2019-2020 (indicative budget)	s33	s33
2020-2021 (indicative budget)	s33	s33

PAYMENT SCHEDULE

Tranche	Amount	Trigger
1 – paid by 31 July 2018	s33 [REDACTED]	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
2 – paid by 31 January 2019	s33 [REDACTED]	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
3 – paid by 30 April 2019	s33 [REDACTED]	Submission acquittal of first nine months expenditure and a correctly rendered invoice
4 – paid by 31 July 2019	s33 [REDACTED] (60% of the total ROU budget)	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
5 – paid by 31 January 2020	s33 [REDACTED] (up to 25% of the total ROU budget)	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
6 – paid by 30 April 2020	s33 [REDACTED] (up to the remaining balance of allocation)	Submission acquittal of first nine months expenditure and a correctly rendered invoice
7 – paid by 31 July 2020	s33 [REDACTED] (50% of the total ROU budget)	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
8 – paid by 31 January 2021	s33 [REDACTED] (Up to 25% of the total ROU budget)	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
9 – paid by 30 April 2021	s33 [REDACTED] (Up to the remaining balance of allocation)	Submission acquittal of first nine months expenditure and a correctly rendered invoice
TOTAL	s33 [REDACTED]	

OTHER

Cross cutting issues

The work plan includes several activities which address gender equality and disability inclusiveness and aim to improve ORI's accessibility to women and people with a disability, both internally for staff and externally for members of the public:

- **Activity 1: Complaint handling capacity of external Indonesian government agencies** – includes OCO training assistance on making complaint handling systems more accessible for women and people with a disability.
- **Activity 2: Australian Internship** - includes topics on gender, accessibility and disability inclusiveness and outreach strategies for remote Indigenous communities. The OCO will share its experience in conducting and implementing accessibility reviews for Indigenous Australians and people with a disability. OCO will work with ORI and Prospera's public sector and GESI team to develop activity terms of reference.
- **Activity 3: Capacity building training** – the OCO will establish targets for the number of ORI female staff to attend this training to improve mobility within the organisation.
- **Activity 4: Comparative Study on Human Resources Development** – involves commissioning a scoping study/survey to obtain a baseline understanding of the barriers for women and people with disabilities to participation and progression within ORI and to accessing complaint handling systems.

The OCO will establish targets for participation by women and people with disabilities in activities and collect statistics on the number of female participants and participants with a disability for each activity. During scoping discussions for the forward work plan ORI agreed to aim for a 50/50 gender balance of participants where possible.

Donors

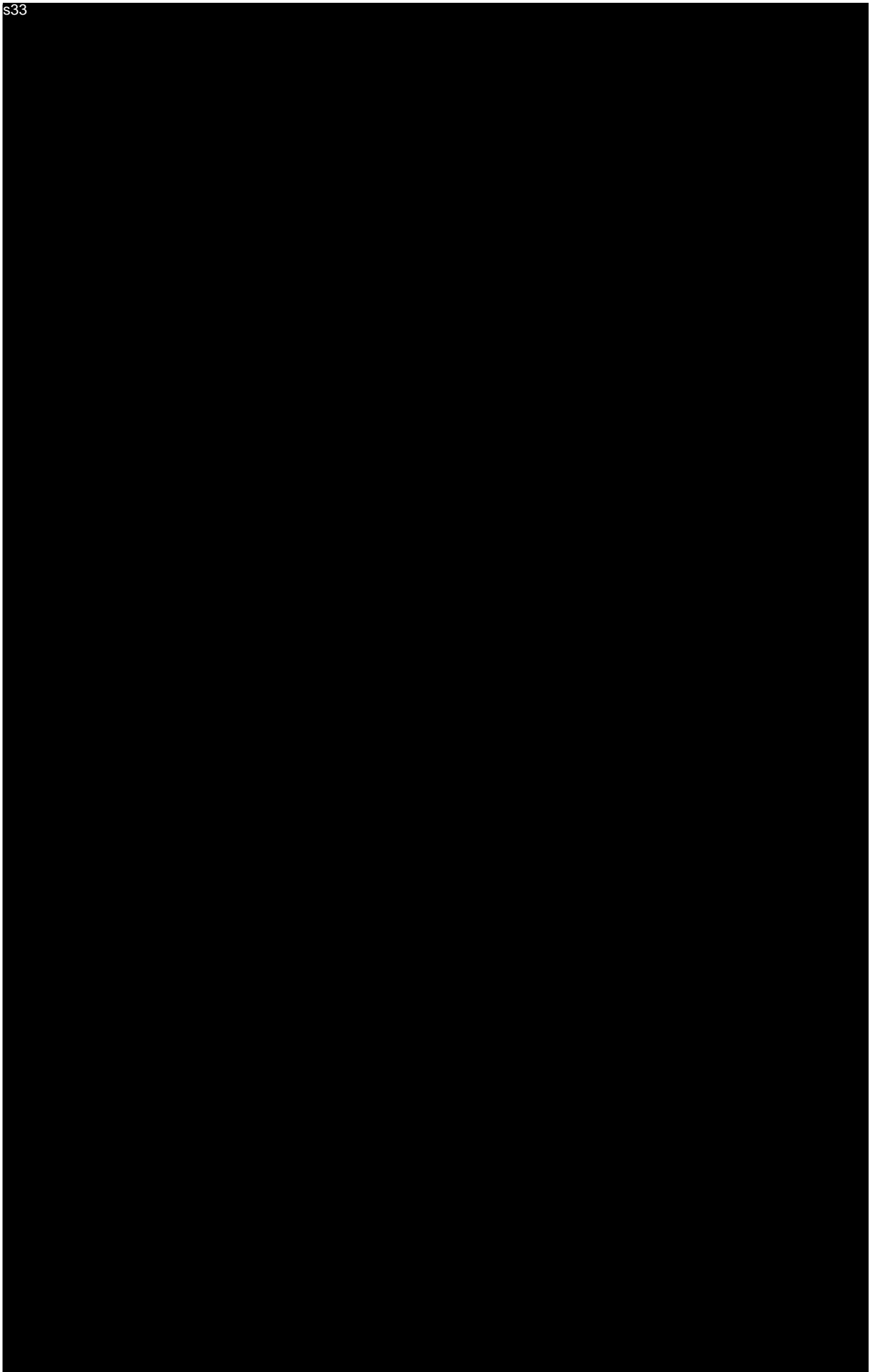
Not applicable.

Endorsement of Work Plan

Endorsement received from GOI partner for the proposed multi-year Work Plan:

Yes To follow

s33

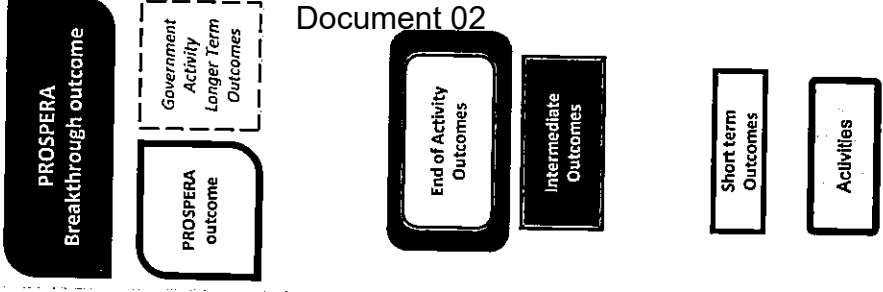
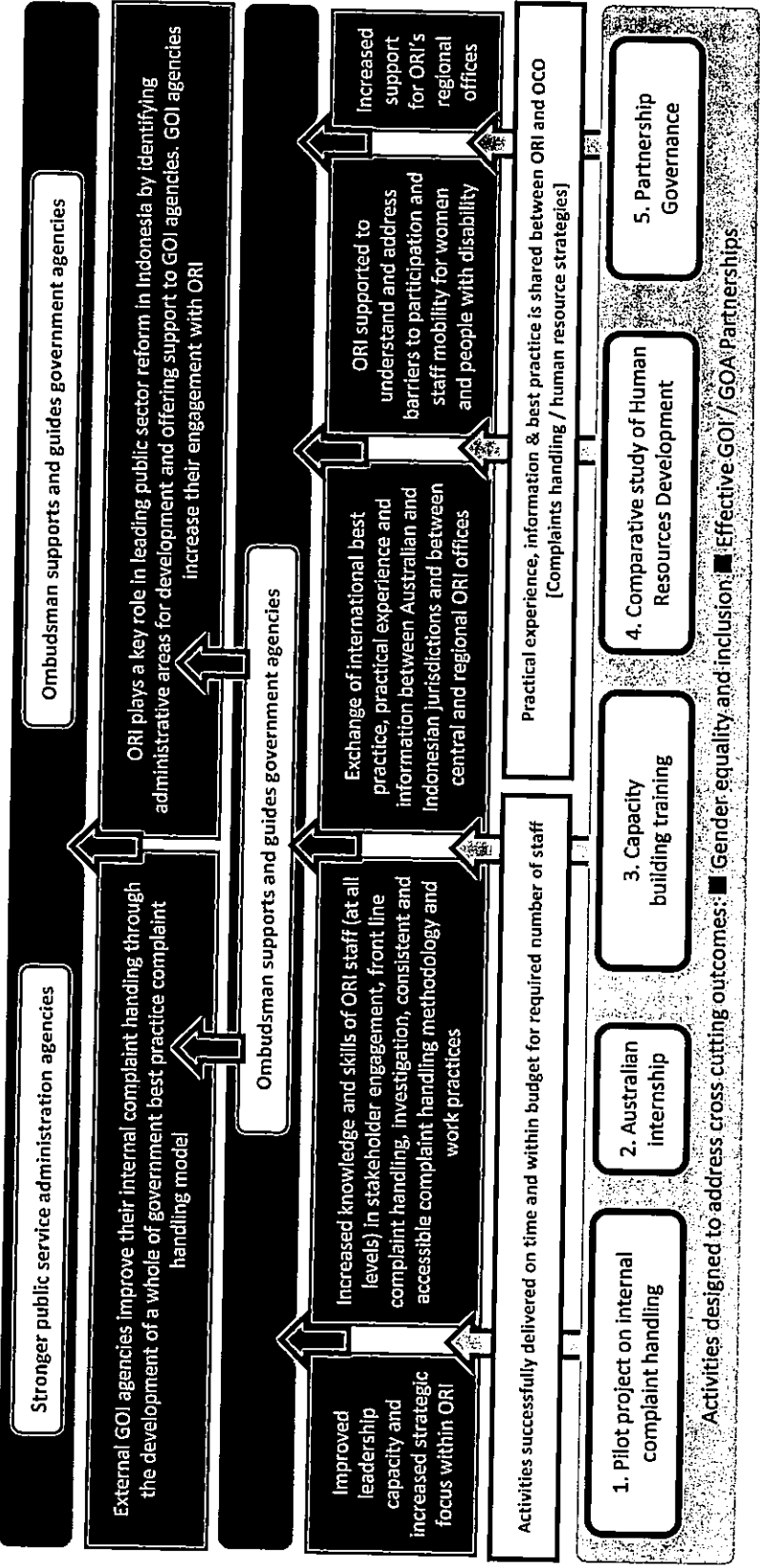


Attachment A: PROSPERA Workplan overview



3 Improving public finances and government performance

3.3 Greater transparency and accountability of government = *ORI supports GOI reform and is a leading integrity agency in the Asia-Pacific Region*



Workplan designed to support cross cutting outcomes: ■ Increasingly capable government institutions ■ Effective GOI / GOA Partnerships ■ Gender equality and inclusion



Attachment A: Monitoring and Evaluation Framework

ORI AND OCO PARTNERSHIP

1 JULY 2018 – 30 JUNE 2021.

INTRODUCTION

This monitoring and evaluation framework will be applied for the period of 1 July 2019 - 30 June 2020 and will be updated for the 2020-2021 funding period.

[Note: this Monitoring and Evaluation Framework will be updated following detailed discussions with ORI delegates in the week of 10 June 2019, and further discussion with Russell McKay – to be submitted by end of July 2019]

MONITORING AND EVALUATION PRINCIPLES

Partners agree that the following principles will apply to the program’s monitoring and evaluation:

Time	1. This Monitoring and Evaluation Framework will cease on 30 June 2020.
Scope	2. Monitoring and Evaluation will occur at both a Partnership level and at an activity level.
Responsibility	3. Monitoring and Evaluation requirements will be agreed (through this framework), planned (through program planning processes) and factored into implementation plans with a clear identification of partner responsibilities.
Methodology	4. Evaluation will be both quantitative and qualitative, and the process of thinking, planning, implementing and evaluation will (as much as possible be) continuous and simultaneous.
	5. A variety of methods will be used to collect data and qualitative information.

MONITORING AND EVALUATION FRAMEWORK

The purpose of this framework is to articulate for both partners:

- the performance indicators
- data (quantitative and qualitative) and
- reporting required under the partnership,

To contribute to an overall view of the program’s effectiveness and efficiency, the partnership will be monitored and evaluated at two levels:

- overarching program level
- for each specific activity.

To ensure its accuracy, data will be collected by both ORI and OCO as it applies to the activity, including data on cross cutting issues such as gender equality, accessibility and inclusion. The OCO will analyse the data in six monthly reports, including a comparison with previous reports. This will contribute to overall partnership objectives by enabling both ORI and the OCO to measure the success of the program, which will assist with the design of future activities.

PROGRAM LEVEL MONITORING AND EVALUATION

Key Performance Indicators	Timing	Method	Responsible Partner
Program Monitoring			
<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of activities completed • Number of participants • Number of female participants • Number of activities refined/adapted • Expenditure (cost-effective and within budget) <p><u>Qualitative</u></p> <p>Partnership health check:</p> <ul style="list-style-type: none"> • Senior leaders' perspective of partnership • Working level officers' feedback <p>DFAT reporting:</p> <ul style="list-style-type: none"> • Early review of activities undertaken (6 monthly report) 	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Six monthly and Annual Report to DFAT • Ongoing reviews • Face-to face discussions with ORI Ombudsman/ Senior leaders • Regular consultation with ORI working level officers 	<p>OCO to manage</p> <p>ORI to participate</p>
Program Evaluation			
<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Assessment of organisation effort towards the partnership • Have the overall program goals been achieved? • What, if any, factors outside the program have contributed or hindered the desired change? • What, if any, unintended change has occurred as a result of the program? <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Case Study of Internship (high level overview of the activity) • Senior perspective of partnership • Workshop with previous interns to inform future planning (undertaken during a Monitoring and Evaluation visit by OCO to ORI) 	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Interns surveyed • Case study for Annual Report • Face-to face discussions with ORI Ombudsman • Regular consultation with working level officers 	<p>OCO to manage</p> <p>ORI to participate</p>

ACTIVITY MONITORING AND EVALUATION

The table below describes each of the activities and the Monitoring and Evaluation which will be carried out by partners.

Activity	Description	Key Performance Indicators	Method	Responsible Partner
Activity 1	Pilot Program: Increase external Indonesian government agencies' internal Complaint Handling capacity to support a cohesive whole of government approach and best practice.	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> Development of a best practice model on handling complaints that can be implemented by all government agencies 	Data review Participation	ORI to manage OCO to provide technical and subject matter advice
Activity 2	ORI Internship (x10) to Australia	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of participating ORI jurisdictions Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> ORI assessment value of internships Survey feedback on Internship Case study Single greatest outcome of Internship (from ORI and OCO) 	Interviews Participant Survey Case study on activity	OCO to manage
Activity 3	Capacity Building Training	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of participating regional jurisdictions Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> Survey feedback on event and activity 	Participant survey Data review Case study	OCO to manage

<p>Activity 4</p>	<p>Comparative study on Human Resources Development</p>	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of participants • Variety in the level and organisation of participants • Number of female participants • Expenditure <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Discussion with ORI senior leaders - seeking feedback and assessment of the benefits gained from the comparative study <p>Evidence of:</p> <ul style="list-style-type: none"> • Sharing of best practice between ORI and OCO • Development of human resource policies and strategies e.g. inclusion, accessibility and learning and development policies 	<p>Participant survey</p> <p>Data analysis</p>	<p>ORI to manage</p> <p>OCO to provide technical and subject matter advice</p>
<p>Activity 5</p>	<p>Monitoring and Evaluation/Senior Leadership visits to Indonesia/Australia:</p> <ul style="list-style-type: none"> • by Australian delegation • by Indonesia delegation 	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of participants • Number of female participants • Expenditure <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Delegation perspective of visit • OCO assessment of value 	<p>Data review</p> <p>Participation</p>	<p>OCO to prepare</p> <p>Delegation to complete</p>

Department of Foreign Affairs and Trade

Activity Schedule 25 to the Record of Understanding No.
14433

In relation to cooperation between Commonwealth of
Australia represented by the Department of Foreign Affairs
and Trade (**DFAT**) and

The Office of the Commonwealth Ombudsman (**OCO**)

To support the Twinning Arrangement between the Office of
the Commonwealth Ombudsman and the Ombudsman
Commission of Papua New Guinea

This Activity Schedule 25 sets out the objectives of DFAT and OCO (the **Partners**) in relation to support the Twinning Arrangement between the Office of the Commonwealth Ombudsman and the Ombudsman Commission of PNG (**Activity**) which will be implemented under the Record of Understanding signed by the Parties on 10 November, 2005 (**ROU**).

This Activity Schedule (including any attachments) details the scope of the Activity, as well as the contributions and obligations of each Party in relation to the Activity. Unless otherwise stated in this Activity Schedule, the provisions of the ROU will apply.

This Activity Schedule notes that all matters dealt with by the former Australian Agency for International Development (AusAID) were transferred to DFAT under the 18 September 2013 Administrative Arrangements Order, effective 1 November 2013.

Signed on behalf of **DFAT** by:

Signed on behalf of **OCO** by:

s33

[Redacted Signature]

ERICA WELTON

Name

COUNSELLOR

Name

ALY SENIOR ASSISTANT OMBUDSMAN

Designation

[Redacted Designation]

Designation

[Redacted Designation]

Signature and Date 25 MAY 2017

Signature and Date 30 MAY 2017

1. **INTERPRETATION**

1.1 The following definitions apply in this Activity Schedule and any attachments unless the contrary intention appears:

Activity	means the project, activity or program of activities described in this Activity Schedule.
Activity Manager	Means the officers managing the twinning activities set out in this Activity Schedule as stipulated in the paragraph titled "22.1 Liaison and Notices" of this Activity Schedule.
OCO	means the Office of the Commonwealth Ombudsman.
AUD	means the Australian Dollar.
Commonwealth	means the Commonwealth of Australia
Deployment (Long-term Posting – LTP)	means a period of duty in an overseas country for longer than 12 months.
DFAT	means the Commonwealth of Australia represented by the Department of Foreign Affairs and Trade.
Fraudulent Activity, Fraud or Fraudulent	means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.
Funding	means the amount of money as specified in the clause titled "Financial Arrangements" of this Agreement that has been approved by DFAT and paid to the Organisation subject to the terms outlined in this Activity Schedule.
GST	means the Commonwealth Goods and Services Tax.
Intellectual Property Rights	means all intellectual property rights, including: (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

	<p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
OCPNG	Ombudsman Commission of Papua New Guinea
Official Development Assistance (ODA)	means resource flows in accordance with the Organisation for Economic Co-operation and Development (Development Assistance Committee) definition found at: http://www.oecd.org/dac/stats/officialdevelopmentassistancedefinitionandcoverage.htm .
Overseas Personnel	means Personnel who undertake short term overseas missions or are deployed overseas.
Partner Country	means the country or countries in which the Activity is to be undertaken in whole or in part.
Partner Government	means the Government of the Partner Country.
Partner	means DFAT or OCO as the context requires.
Partners	means DFAT and OCO jointly.
Personnel	means the personnel of OCO who are engaged in the delivery of the Activity, including employees, contractors, grant recipients, agents and volunteers.
PGPA Act	means the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Short-term Assignment (STA)	means a temporary absence from an employee's headquarters while on duty in another single location for a period greater than six months but no more than 12 months. In exceptional circumstances, the Secretary's delegate may determine an assignment of less than 12 months but greater than six months to be a long-term posting.
Short-term Mission (STM)	means a temporary absence from an employee's headquarters while on duty in another location for a period of not greater than six months.
WHS Act	means the <i>Work Health and Safety Act 2011</i> (Cth).

2. COMMENCEMENT AND COMPLETION DATES

- 2.1 The Activity will commence on the date that both Parties sign the Agreement and be completed by **30 June 2020**.

3. BACKGROUND

- 3.1 In 2005, and again on 30 April 2009, the Chief Ombudsman of Papua New Guinea and the Office of the Commonwealth Ombudsman (OCO) signed a memorandum of agreement in relation to twinning, focusing on the provision of information, support and advice between the two Government Agencies (MoA).
- 3.2 DFAT funds the twinning activity between OCO and the Ombudsman Commission of Papua New Guinea (OCPNG).

4. ACTIVITY OBJECTIVES

- 4.1 The 2009 PNG Law and Justice Sector Strategic Framework (SSF) articulated the vision that PNG is a “just, safe and secure society for all” based on strong and vital roles for community and state-sponsored justice approaches and effective relationships between stakeholders, such as civil society, government, donors and the business sector.
- 4.2 The vision for OCPNG is for it to become a vibrant, premier institution in pursuit of promoting good governance and quality leadership in PNG by 2019.
- 4.3 The overall goal of the twinning activities under this Activity Schedule, as articulated in the 2009 MoA, is to build a sustainable and mutually supportive relationship between the two ombudsman offices. One that will, through the exchange of knowledge, experience and ideas, enhance the functions of each office. This objective of the activities are for stronger institutional system and capacity for the OCPNG, including:
- (a) improved technical capacity and knowledge of the OCPNG in investigations and complaints handling, with reference to international best practice;
 - (b) improved processes and policies to manage high-volume and difficult caseloads with limited and stretched resources; and
 - (c) improved systems and capacity to attract, recruit, develop and retain staff.
- 4.4 The twinning activities conducted under this Activity Schedule will support the following broader objectives of the Australian development partnership with in PNG and to the sector:
- (a) Stronger core capabilities of the public service in Papua New Guinea (as set out in the Papua New Guinea-Australia Aid Partnership Arrangements 2016-2017);
 - (b) improved accountability and reduced corruption (in accordance with goal four of the SSF);

- (c) improved delivery of ethical and accountable core functions, with a focus on accessibility, quality and service (as outlined in the JSS4D design), including:
 - (i) management, leadership and priorities professional skills are stronger in law and justice agencies; and
 - (ii) providing more effective legal services; and
- (d) improved resistance to, detection, investigation and prosecution of corruption (as outlined in the JSS4D design) including:
 - (i) improved culture, systems and accountabilities to resist petty bureaucratic corruption; and
 - (ii) more effective enforcement of laws against corruption.

5. **ACTIVITY DESCRIPTION**

- 5.1 A description of activities to be supported under this Activity Schedule is outlined at **Attachment 1: Activity Proposal**.

6. **RISK MANAGEMENT**

- 6.1 Pursuant to the ROU, the Partners acknowledge that there will be risks to the successful achievement of the Activity objectives. Identifiable risks for activities implemented as part of the Activity are described in the Risk Register at **Attachment 2: Risk Management** to this Activity Schedule.

7. **WORK HEALTH AND SAFETY (WHS)**

- 7.1 The OCO acknowledges that:
 - (a) OCO is responsible for exercising the primary duty of care owed by the Commonwealth to OCO personnel;
 - (b) DFAT's capacity to influence and control matters relating to the health and safety of workers performing work as part of the Activity is very limited notwithstanding that DFAT may provide some DFAT officers for the Activity;
 - (c) it is unlikely that any DFAT officers will be located at the workplace(s) at which the Activity will be primarily undertaken; and
 - (d) to the extent that the Commonwealth has control over the work to be performed in relation to the Activity, such control is exercised by OCO.
- 7.2 The Parties agree to work together to ensure that the work conducted by each of them and any of their personnel complies with all applicable laws, standards and policies, and requirements of the ROU and this Activity Schedule, that relate to the health and safety of OCO Personnel, DFAT officers and third Parties.
- 7.3 The Parties agree to each ensure that:

- (a) the Commonwealth complies with its obligations under any applicable WHS law; and
 - (b) so far as is reasonably practicable, that their officers (as defined by applicable WHS law) and workers comply with their obligations under applicable WHS law.
- 7.4 The other provisions of **Clause 7** do not limit this sub-clause.
- 7.5 Each Party agrees to ensure, so far as it is reasonably practicable for it to do so, the health and safety of:
- (a) workers engaged, or caused to be engaged by the relevant Party; and
 - (b) workers whose activities in carrying out work are influenced or directed by the relevant Party;
- while the workers are at work in relation to the Activity.
- 7.6 Each Party agrees to ensure, so far as is reasonably practicable for it to do so, that the health and safety of other persons is not put at risk from work carried out to implement the Activity.
- 7.7 The Parties agree to consult, cooperate and coordinate with each other in relation to the Commonwealth's work health and safety duties. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate this consultation.
- 7.8 Without limiting this Activity Schedule, either Parties will, on request by the other Parties, give all reasonable assistance to the other Parties by way of provision of information and documents, to assist the Commonwealth and its officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.
- 7.9 The Parties agree to work together to ensure that workers who are, or are likely to be, directly affected by a matter relating to work health and safety, are consulted about those matters. It will be the responsibility of the Party who has the duty under the WHS Act towards the worker to facilitate that consultation.
- 7.10 Either Party may request the other Party to take specified measures in connection with that Party's work under this Activity Schedule that the requesting Party considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Parties will discuss the request as soon as practicable after it has been made and determine the steps to be taken, having regard to the capacity of each Party to practically and adequately deal with the relevant event or circumstance.
- 7.11 If an event occurs in relation to OCO work under this Activity Schedule that leads, or could lead, to the death or, or an injury or illness to, a person (Notifiable Incident), OCO will:

- (a) immediately report the matter to the other Partner, including all relevant details that are known;
 - (b) notify the regulator (Comcare) as per the requirements of the WHS Act, unless the injury occurs at an Australian diplomatic post, in which case OCO will consult with DFAT before any Party notifies the regulator.
 - (c) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - (i) its cause; and
 - (ii) what adverse effects (if any) it will have on work under this Activity Schedule, including adverse effects on risks to health and safety;
 - (d) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
 - (e) as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
 - (f) within 3 business days after the Notifiable Incident, give the other Party a written report giving further details of the Notifiable Incident, including the results of the investigations required by Clause **Paragraph 7.10(b)** above and a statement of the steps the Party has taken or that the Party proposes to take as required by Clause 7.10(c) and (d) above; and
 - (g) within 3 months after the Notifiable Incident, give the other Party a written report giving full details of its actions in relation to the Notifiable Incident.
- 7.12 Each Party agrees to fully co-operate, at its own cost, with any investigation by any government agency (including Comcare) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- 7.13 OCO agrees to not enter into a contract with respect to this Activity unless the contract obliges the contractor to comply with equivalent provisions to those contained in this **Clause 7**.
- 7.14 For the purposes of this **Clause 7**, "applicable WHS law" means any applicable occupational health and safety law, including any corresponding WHS law (as defined in Section 4 of the WHS Act).
- 7.15 A word or expression in this **Clause 7** that is:
- (a) used or defined in an applicable WHS law; and

- (b) is not otherwise defined in this **Clause 7** or elsewhere in this Activity Schedule, has, for the purposes of this **Clause 7**, the meaning given to it under the applicable WHS law.

8. OVERSEAS PERSONNEL

8.1 Overseas Personnel Terms and Conditions

- (a) Terms and conditions for OCO Personnel will be specified prior to overseas travel and agreed with the individual prior to the overseas travel.
- (b) OCO will be responsible for administering the salary and conditions of service package of personnel travelling overseas in accordance with the terms and conditions for the Short Term Mission determined by OCO.

8.2 Overseas Personnel Recruitment and Pre-Departure Training

- (a) All Australian officials employed for the purposes of individual activities under this Activity Schedule remain employees of OCO at all times;
- (b) Australian Government officials recruited under this Activity Schedule should be selected in a transparent and merit-based way. Selection should be based on their skills and experience and ability to contribute to developing capacity in their partner organisations.
- (c) DFAT will advise on and/or provide relevant DFAT pre-departure training.
- (d) OCO will organise security briefings and registration with the DFAT online Smartraveller service.

8.3 Overseas Personnel Insurances

- (a) OCO will provide the following insurances for Overseas Personnel whilst they are overseas:
 - (i) medical
 - (ii) Evacuation (medical or otherwise); and
 - (iii) Travel insurances
- (b) OCO will provide appropriate insurance for any counterpart agency officials travelling for the purpose of this Activity.

8.4 Overseas Personnel (Travel)

Where Personnel travel internationally as part of an Activity and the travel is not a Deployment, OCO will, in the first instance, undertake logistical arrangements in support of the travel, including, but not limited to:

- (a) visas, passports, flights and accommodation;

- (b) the payment of per diems, reimbursements, travel and other overseas allowances; and

8.5 *Overseas Personnel Conduct*

- (a) OCO will use all reasonable endeavours to ensure that OCO Personnel comply with the OCO Enterprise Agreement or Australian Workplace Agreements (whichever is relevant), the Australian Public Service Code of Conduct and the DFAT Code of Conduct for Overseas Service.
- (b) Pursuant to the ROU, DFAT will refer information it receives pertaining to OCO Personnel involvement in:
 - (i) potential breaches of operational procedures or determinations; or
 - (ii) other behaviour or incidents that potentially compromise the delivery of the Australian Government's activities under this Activity Schedule, to OCO for their management.
- (c) DFAT will consult with OCO to confirm the perception that the behaviour of any OCO Personnel or their recognised dependant/s is damaging or is likely to damage the reputation of the Australian Government or the Australian aid program overseas. OCO will negotiate with DFAT on the appropriate course of action including whether to suspend or terminate their involvement in the Activity. Where such a scenario is likely to have significant and immediate effect, DFAT will refer the matter to the Head of Mission/Head of Post (ie the senior officer leading the relevant Australian embassy, high commission, consulate or representative office).

- 8.6 OCO will provide the Activity Manager with at least two weeks' advance notice of planned travel by its Personnel to a Partner Country in relation to the Activity, including: title of the Activity and Activity Schedule number, name(s) and designation(s) of the Personnel travelling; travel itinerary of the Personnel travelling, and a brief statement of the objectives of the travel.

9. **CONTRACTS AND GRANT AGREEMENTS**

- 9.1 Neither Party will contract any organisation or individual to perform any part of an Activity, or otherwise contract a third Party in connection with an Activity, without consultation with the other Party.
- 9.2 Where the Parties have agreed that one or both Parties may enter into contracts under **Clause 9.1**, the contracting Party will be solely responsible for all matters in connection with the contracts and contractors including, without limitation, the following:
 - (a) compliance with all legal and regulatory requirements in relation to such contracting (including the Commonwealth Procurement Rules);
 - (b) the engagement, management, coordination and payment of, and all communications with, such contractors;

- (c) ensuring that the contract confirms the contractors and any sub-contractors expressly consent to the disclosure to DFAT of the contractor's, and any subcontractor's, identity (and their Personal Information, if the contractor and/or subcontractor is an individual). The contractor's or sub-contractor's consent will extend to allowing DFAT to disclose for reporting purposes the contractor's or sub-contractor's identity and the existence and the nature of the subcontract;
 - (d) ensuring that the contract requires the contractor and its sub-contractors to comply with the *Charter of UN Act 1945 (Cth)*, Part 5.3 (Terrorism) of the *Criminal Code Act 1995 (Cth)* and the *Autonomous Sanctions Act 2011 (Cth)*, including any legislative instruments made under those Acts;
 - (e) ensuring that the contractor is not, and that the contract requires the contractor to ensure its sub-contractors are not, on the World Bank List or a Similar List; and
 - (f) ensuring that OCO has a right to terminate a contract at no cost to OCO if the contractor is on the World Bank List or a Similar List.
- 9.3 If OCO provides a grant as part of an Activity, OCO will be solely responsible for all matters in connection with the grant and recipients including, without limitation, the following:
- (a) compliance with all legal and regulatory requirements in relation to such grants (including the Commonwealth Grant Guidelines);
 - (b) the engagement, management, coordination and payment of, and all communications with, such grant recipients;
 - (c) ensuring that the agreement confirms the recipient expressly consents to the disclosure to DFAT of the recipient's identity (and their Personal Information, if the recipient is an individual). The recipient's consent must extend to allowing DFAT to disclose for reporting purposes the recipient's identity and the existence and the nature of the subcontract;
 - (d) ensuring that the agreement requires the grant recipient and its contractors to comply with the *Charter of UN Act 1945 (Cth)*, Part 5.3 (Terrorism) of the *Criminal Code Act 1995 (Cth)* and the *Autonomous Sanctions Act 2011 (Cth)*, including any legislative instruments made under those Acts;
 - (e) ensuring that the grant recipient is not, and that the agreement requires the grant recipient to ensure its contractors are not, on the World Bank List or a Similar List; and
 - (f) ensuring that OCO can terminate a grant agreement at no cost to OCO if the grant recipient is on a World Bank List or a Similar List.
- 9.4 In **Clause 9.2** and **9.3**:
- (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) "Similar List" means any similar list to the World Bank List maintained by any other donor of development funding.
- 9.5 OCO will inform DFAT immediately if it discovers that a contractor, sub-contractor or grant recipient:
- (a) has or may have contravened any of the Acts referred to in **Clause 9.2(c)** or **9.3(d)**; or
 - (b) is listed on the World Bank List or a Similar List.
- 9.6 If DFAT becomes aware that OCO has a contract or grant agreement with respect to an Activity with a person or entity on the World Bank List or a Similar List, DFAT may request OCO to terminate the contract or grant agreement.
- 9.7 If OCO enters into an ROU with another non-corporate Commonwealth Entity under the PGPA Act under an Activity Schedule pursuant to which that entity will perform part of an Activity, OCO will ensure that the provisions of **Clause 9** above are reflected in that agreement.
- 10. DEVELOPMENT SPECIFIC POLICES AND PRINCIPLES**
- 10.1 OCO acknowledges that it and its Personnel must have regard to all applicable Australian and DFAT policies and guidance that apply to the delivery of ODA to foreign countries, as updated from time to time, including:
- (a) "Promoting Opportunities for All: Gender Equality and Women's Empowerment" (November 2011) accessible at: <http://www.dfat.gov.au/about-us/publications/Pages/promoting-opportunities-for-all-gender-equality-and-women-s-empowerment.aspx>;
 - (b) "Development for All 2015-2020: Strategy for strengthening disability-inclusive development in Australia's aid program" accessible at: <http://dfat.gov.au/about-us/publications/Pages/development-for-all-2015-2020.aspx>;
 - (c) Child Protection Policy (January 2013) accessible at: <http://www.dfat.gov.au/aid/topics/safeguards-risk-management/child-protection/Pages/child-protection.aspx>; and
 - (d) Environment Protection Policy for the Aid Program (December 2014) accessible at: <http://www.dfat.gov.au/aid/topics/safeguards-risk-management/environmental-protection/Pages/environmental-protection.aspx>.
- 11. MULTILATERAL ASSESSMENT**
- 11.1 Where OCO works with a multilateral agency through an Activity Schedule, OCO will use the Australian Multilateral Assessment and subsequent Multilateral Performance Scorecards to inform and regularly review its decisions on the Activity delivered by the multilateral agency.

12. TRANSPARENCY

- 12.1 DFAT and OCO are committed to high standards of transparency and accountability in the management of the Australian aid program. DFAT and OCO will apply these principles of transparency to information relating to Australian aid program funding for the Activity. DFAT may periodically publish information about work under this Agreement on the DFAT website. This information may include the OCO's policies, plans, processes, the results of OCO's activities and DFAT's evaluations of the OCO's performance, relevant to the Activity. DFAT and OCO will consult prior to the publication or release of information that could reasonably be regarded as sensitive.

13. FRAUD

- 13.1 DFAT has a zero tolerance attitude to fraud in the aid program and both Parties recognise their mutual obligations and responsibilities as Commonwealth Agencies as defined in the Fraud Control Guidelines, including the establishment of a Fraud Policy and Fraud Control Plan.
- 13.2 OCO must ensure that the obligations and responsibilities referred to in **Clause 13.1** are applied to all Personnel.
- 13.3 OCO and its Personnel will not engage in any Fraudulent Activity. OCO is responsible for preventing and detecting Fraud.
- 13.4 If OCO becomes aware of any Fraudulent Activity involving an Activity, OCO will report it promptly to DFAT. OCO will investigate the Fraud and take actions in accordance with its regulations, rules, policies and procedures.
- 13.5 Following the conclusion of any investigation which identifies Fraudulent Activity, the OCO will:
- (a) make every effort to recover any Activity funds, the subject of Fraudulent Activity;
 - (b) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (c) provide DFAT with regular updates, at least every 3 months, regarding the status of actions undertaken with respect to the Fraudulent Activity.
- 13.6 If OCO considers that after all reasonable action has been taken to recover the funds or funded property, and full recovery has not been achieved or recovery has only been achieved in part, OCO may seek approval from DFAT that no further recovery action be taken.
- 13.7 The obligations of OCO under **Clause 13.5** to **13.6** above will survive the termination or expiration of this Activity Schedule.

14. **ANTI-CORRUPTION**

- 14.1 DFAT and OCO are committed to preventing and detecting corruption and bribery. OCO, through its Personnel, 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 Activity Schedule. OCO will use its best endeavours to ensure that any Personnel will follow **Clause 14.1**. OCO will promptly notify DFAT of any suspected or detected corruption or bribery affecting an Activity and actions taken by OCO in response.

15. **ACKNOWLEDGEMENT & PUBLICITY**

- 15.1 OCO must, in all publications, promotional and advertising materials, public announcements, events and activities in relation to the Activity, or any products, processes or inventions developed as a result of it, acknowledge the financial and other support received from DFAT, in the manner specified by the DFAT Publications and Branding Unit (<http://www.dfat.gov.au/about-us/corporate/Pages/branding-aid-projects-and-initiatives.aspx>) or otherwise approved by DFAT prior to its use.

16. **INTELLECTUAL PROPERTY**

- 16.1 The Intellectual Property Rights created by the Activity will vest in the Commonwealth on creation. If significant Intellectual Property Rights are created, the Parties will agree on responsibility for and arrangements regarding the registration, licencing and other matters associated with protection of such Intellectual Property Rights, in accordance with any applicable Treaty or Memorandum of Understanding between the Commonwealth and the benefiting country. This may include assigning the Intellectual Property Rights to the benefiting country or granting the benefiting country a broad licence to exercise the Intellectual Property Rights.

17. **FINANCIAL ARRANGEMENTS**

- 17.1 The financial arrangements outlined below will apply to the Activity.
- 17.2 The maximum amount payable by DFAT in respect of the Activity is AUD ^{s33} [REDACTED]. DFAT will not be liable for any amount, costs or expenditure incurred by OCO in excess of this amount.
- 17.3 Payment to OCO will be made within 30 days of receipt of a correctly rendered invoice by DFAT.
- 17.4 A detailed budget for this Activity is included at **Attachment 3** to this Schedule.
- 17.5 DFAT agrees to pay OCO on an advance basis. Advance payments will be acquitted by OCO with clarity, referencing the budget items presented in **Attachment 3**. Acquittals will be certified by the responsible PGPA Act delegate in OCO before presentation to DFAT.
- 17.6 Where more than one advance payment will be made during the term of this Activity Schedule, DFAT will make the payments as follows:

Indicative Date	Trigger	Tranche Number	Amount of Funds
1 July 2017	Signing of Activity Schedule by both Partners	1	s33 [REDACTED]
1 July 2018	DFAT's acceptance of financial acquittals and annual report for 2016-17 and detailed forward plan for 2018-19	2	s33 [REDACTED]
1 July 2019	DFAT's acceptance of financial acquittals and annual report for 2017-18 and detailed forward plan for 2019-20	3	s33 [REDACTED]
TOTAL FUNDING AMOUNT			s33 [REDACTED]

17.7 If:

- (a) a Funds Acquittal identifies that OCO has unspent monies from a previous tranche(s); or
- (b) in DFAT's opinion, OCO has not made satisfactory progress against the agreed benchmarks and milestones for the Activity,

Then DFAT, may, after consultation with OCO, reduce the amount of the next tranche (and the overall amount of the Funding). Changes to this Activity Schedule will only be effected if agreed in writing and signed by both Parties in the form of a Variation to the Activity in accordance with **Clause 20**.

18. CLAIMS FOR PAYMENT

18.1 Invoices must be submitted when due in accordance with this Activity Schedule, in a form identifying this Activity Schedule title and Agreement number. Invoices must also contain the Payment Event number(s) notified by DFAT; the amount of funding to be paid by DFAT together with any requisite substantiating material; and the name of the DFAT representative.

As of 1 July 2012 payments between government related entities should not be subject to GST. Therefore a valid invoice should be submitted without GST included.

18.2 All invoices must be made to:

Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent

Barton ACT 0221 AUSTRALIA

- 18.3 Invoices should be sent to the above address. Alternatively DFAT will accept electronic invoices. These can be sent to accounts@dfat.gov.au and a copy sent to the DFAT Activity Manager.

19. REPORTING, MONITORING AND EVALUATION

- 19.1 Both Parties note that it is essential to ensure the performance and impact of Activities are adequately and effectively monitored and assessed, and as such will undertake reporting, monitoring and evaluations in accordance with the specific Party requirements described in **Attachment 4: Reporting monitoring and Evaluation**.

- 19.2 DFAT is committed to managing for measurable results and accordingly, to monitoring and reporting for measurable results. OCO agrees to support DFAT's performance reporting requirements.

- 19.3 Furthermore, unless specifically excluded in an Activity Schedule OCO:

- (a) will conduct systematic and regular evidence-based assessment and reporting on the performance and quality of Activity;
- (b) will focus on results at all stages, including working collaboratively with other agencies, where relevant, to strengthen a results focus, applying lessons learnt to improve the focus on results for Activity;
- (c) will cooperate fully with DFAT and their agents should the Activity be subject to an evaluation; and
- (d) will commit to taking action to improve, including responding to requests to prepare and submit a Performance Improvement Plan, or cancel any Activity that is found to be performing unsatisfactorily.

20. VARIATIONS

- 20.1 Either Party may propose variations to this Activity Schedule at any time for the purpose of improving delivery of the Activity, including its efficiency, cost-effectiveness and development impact.

- 20.2 This Activity Schedule can only be varied in writing signed by each Party.

- 20.3 The Party proposing the variation should set out in writing:

- (a) details of the proposed variation to the Activity and reasons for the request;
- (b) the impact the proposed variation will have on effective delivery of the Activity, and/or the budget.

21. LIAISON AND NOTICES

- 21.1 The contact officer for each Party is the Activity Manager. Each Party's address for the service of notices for the purposes of this Activity is as follows:

DFAT:

To: Counsellor, Law and Justice, Australian High Commission

Postal Address: Locked Bag 129

Waigani NCD Port Moresby

Papua New Guinea

Street Address: Godwit Road,

Waigani NCD Port Moresby,

Papua New Guinea

Email:

c/o ^{s47E} [REDACTED]

Telephone:

^{s47E} [REDACTED]

OCO:

To: Lisa Collett, Director International, OCO

Postal Address: GPO Box 442

Canberra ACT 2601,

Australia

Street Address: 14 Childers Street

Civic ACT 2601

Australia

Email: international@ombudsman.gov.au

Telephone:

^{s47E} [REDACTED]

Activity Schedule No. 30 to ROU No. 14433

Activity Schedule 30 to
the Record of Understanding No. 14433

In relation to cooperation between the Department of Foreign
Affairs and Trade (DFAT) and
Office of the Commonwealth Ombudsman (OCO)
To Partnership with the Office of the Ombudsman of Samoa
and the Samoa Audit Office

This Activity Schedule 30 sets out the objectives of DFAT and Office of the Commonwealth Ombudsman (the **Agency**, together referred to as the **Partners**) in relation to the Partnership with the Ombudsman Office of Samoa and the Samoa Audit Office (the **Activity**) which will be implemented under the Record of Understanding signed by the Partners on 10 November 2005 (the **ROU**).

This Activity Schedule (including any attachments) details the scope of the Activity, as well as the contributions and roles of each Partner in relation to the Activity. Unless otherwise stated in this Activity Schedule, the provisions of the ROU will apply.

Signed on behalf of **DFAT** by:

Signed on behalf of **OCO** by:

s47E

.....

Fiona Sawyers.....

Name

Name

..... DHOM

Senior Assistant Ombudsman

Designation

Designation

s47F
.....

Fiona Sawyers 8/8/19

Signature and Date

Signature and Date

Activity Schedule No. 30 to ROU No. 14433

ACTIVITY DETAILS

Activity	The Activity Details are at Attachment 1 to this Activity Schedule.
Commencement date	On completion of fully executed Activity Schedule
Completion date	27 July 2022
Partner Country	Samoa
Partner Country Agency	Office of the Ombudsman of Samoa & Samoa Audit Office
Implementing Partners	The Agency will work with the following Implementing Partners in implementing the Activity: Office of the Commonwealth Ombudsman (OCO)
Funds	AUD ^{s33} [REDACTED] per annum as detailed in Attachment 2 to this Activity Schedule.
Financial Arrangements and Budget	A budget for this Activity is at Attachment 2 to this Activity Schedule
DFAT Activity Manager	^{s47E} [REDACTED]
Agency Activity Manager	Cathy Nembu international@ombudsman.gov.au
DFAT's Address for Notices	Telephone Number: ^{s47E} [REDACTED] Mailing Address: PO Box 704 Beach Road Apia Email Address: ^{s47E} [REDACTED]
Agency's Address for Notices	Telephone Number: 02 6276 0111 Mailing Address: 14 Childers Street, Canberra, ACT 2601 Email Address: international@ombudsman.gov.au
Logistical Service Provider	N/A
Variations	This Activity Schedule can only be varied in writing signed by each Partner. The Partner proposing the variation should set out in writing: (a) details of the proposed variation to the Activity and reasons for the request; and

Activity Schedule No. 30 to ROU No. 14433

	(b) the impact the proposed variation will have on effective delivery of the Activity, and/or the budget.
Termination	<p>This Activity Schedule can be terminated at any time by either Partner in writing.</p> <p>Upon termination of this Activity Schedule, the Partners will discuss in good faith the financial and other arrangements applicable to the termination, including:</p> <ul style="list-style-type: none"> (a) the provision of additional funds required to meet financial commitments made prior to the date of termination (not exceeding the maximum Funds); (b) the return of unspent funds remaining once all such commitments have been met; (c) the return of any funds that may have been recovered by the Agency from a contractor or grant recipient after having been misdirected by fraudulent activities, corruption, or terrorism-related activity.
Overseas Personnel Arrangements	The arrangements relating to Overseas Personnel are at Attachment 3 to this Activity Schedule.
Reporting, Monitoring and Evaluation	The Agency will conduct reporting, monitoring and evaluation in accordance with Attachment 4 to this Activity Schedule.
Risk Management	A Risk Register setting out the identifiable risks associated with the Activity is at Attachment 5 to this Activity Schedule.
Grants and contracts with third parties	The details of any proposed aid grant to a third party or proposed contract with a third party in connection with any part of the Activity are at Attachment 6 of this Activity Schedule.
Defined terms	<p>The following definitions apply to this Activity Schedule:</p> <ul style="list-style-type: none"> (a) <i>Logistical Service Provider</i> means a contractor engaged by DFAT to undertake logistical and operational functions in a Partner Country. (b) <i>Long-term Posting (LTP)</i> means a period of duty in an overseas country for longer than 12 months.

Activity Schedule No. 30 to ROU No. 14433

	<p>(c) <i>Overseas Personnel</i> means Personnel who undertake Long-term Postings, Short-term Assignments or Short-term Missions.</p> <p>(d) <i>Personnel</i> means the personnel of the Agency who are engaged in the delivery of the Activity, including employees and contractors.</p> <p>(e) <i>Short-term Assignment (STA)</i> means a temporary absence from an employee's headquarters while on duty in another single location for a period greater than six months but no more than 12 months. In exceptional circumstances, the Agency's Secretary's delegate may determine an assignment of less than 12 months but greater than six months to be a long-term posting.</p> <p>(f) <i>Short-term Mission (STM)</i> means a temporary absence from an employee's headquarters while on duty in another location for a period of not greater than six months.</p>
--	---

ACTIVITY DESCRIPTION

1. ACTIVITY OBJECTIVES

- 1.1 The OCO is providing support to the Office of the Ombudsman of Samoa (OOS) and the Samoa Audit Office (SAO) as part of the Australia – Samoa Bilateral program under the auspices of the Australia-Samoa Aid Partnership Arrangement (ASAPA) 2016-2020. The program aims to improve on the capabilities of the OOS and the SAO personnel. This support falls under Priority area three of the ASAPA – Strengthen Governance.

2. ACTIVITY DESCRIPTION

- 2.1 The Activity will include the following:

A. Leadership Engagement and mentoring which may include:

- a. OCO leadership visit to Samoa or SAO/OOS visit to Australia, to engage in partnership planning and evaluation and mentoring
- b. Mentoring in organisational reform, leadership and professional development and process improvement
- c. Regional engagement

With expected outcomes being;

- i. Strengthened partnership between OOS, SAO, and OCO
- ii. Improved leadership capacity and strategic focus within SAO and OOS
- iii. Best practice is shared and fostered
- iv. Improved linkages with integrity agencies and Ombudsmen in the Asia-Pacific region

B. Training and technical assistance – technical, corporate and external training programs delivered for:

- a. Specific organisational training needs (either SAO or OOS)
- b. Shared training needs required by both SAO and OOS

Training areas may include:

- a. Special and financial audit
- b. Legal training
- c. Investigations
- d. Case management
- e. Procurement
- f. Fraud examination

Activity Schedule No. 30 to ROU No. 14433

With expected outcomes being;

- i. Improved technical capability in particular SAO and OOS functions such as complaint handling, investigations and audits
- ii. Improved corporate capability, including in relation to strategic planning, communications, project management and procurement.
- iii. Pool of certified fraud examiners developed, enhancing the capability of SAO and OOS as lead integrity agencies.

C. Monitoring and Evaluation – Funding to engage in detailed forward planning of activities and monitoring and evaluation

With expected outcomes being;

- i. Program activities meet the needs and priorities of SAO and OOS
- ii. Program activities align with broad program objectives
- iii. Activities build on past program learning outcomes

FINANCIAL ARRANGMENTS AND BUDGET

1. FINANCIAL ARRANGEMENTS

- 1.1 DFAT will pay the Agency within 30 days of DFAT's receipt of a correctly rendered invoice. However, DFAT need not pay an amount disputed by it in good faith until the dispute is resolved.
- 1.2 The Agency will refund to DFAT any unexpended funds at the end of the Activity, unless alternative arrangements are negotiated between the Partners, in accordance with relevant financial approvals.
- 1.3 Any assets acquired under this Activity are the relevant property of the Agency **UNLESS** procured for OOS or SAO. At the end of the Activity, the assets will be disposed of in consultation with DFAT.
- 1.4 DFAT will pay the Agency the Funds on an advance basis. The Agency will provide to DFAT an acquittal statement, referencing the budget items, certified by the Agency Activity Manager.
- 1.5 DFAT will make the payments as follows:

Indicative Date	Trigger	Tranche Number	Amount of Funds
26 July 2019	On signing of this Activity Schedule by both parties	1	s33
27 July 2020	Submission of a correctly rendered invoice and 2019-2020 financial acquittal and annual progress report	2	s33
27 July 2021	On submission of a correctly rendered invoice and 2020-2021 financial acquittal and annual progress report	3	s33
TOTAL FUNDING AMOUNT			AUD s33

2. INVOICING

- 2.1 The Agency will submit invoices to DFAT when due in accordance with this Activity Schedule, in a form identifying this Activity Schedule title and its number. Invoices will also contain the Payment Event number(s) notified by DFAT; the amount of funding to be paid by DFAT together with any requisite substantiating material; and the name of the DFAT representative.

Activity Schedule No. 30 to ROU No. 14433

2.2 All invoices will be made to:
Chief Finance Officer
Department of Foreign Affairs and Trade
RG Casey Building
John McEwen Crescent
Barton ACT 0221 AUSTRALIA

2.3 Invoices should be sent to the above address and the DFAT Activity Manager. Alternatively, DFAT will accept electronic invoices. These can be sent to accounts@dfat.gov.au and a copy sent to the DFAT Activity Manager.

2.4 A valid tax invoice must be provided where required under the GST law.

3. **ACTIVITY BUDGET**

3.1 Details of annual program activities, administration costs and budget will be set out in annual work plans agreed between the Partners.

3.2 Management of annual work plans, including changing funding allocations to activities, is at the discretion of the OCO, provided activities fall within the Activity Description set out in paragraph 2, Attachment 1 of this Schedule, and the OCO does not exceed the overall annual activity budget.

Attachment 3

OVERSEAS PERSONNEL ARRANGEMENTS

1. OVERSEAS PERSONNEL INSURANCES

- 1.1 Overseas Personnel will be covered by the Agency's insurance with Comcover whilst they are overseas.
- 1.2 The Agency will ensure Partner Country Agency officials travelling for the purpose of this Activity have appropriate insurance (either arranged by the Agency or the Partner Country Agency).

2. OVERSEAS PERSONNEL TRAVEL

- 2.1 Where Overseas Personnel travel internationally as part of an Activity, whilst on a Short-term Assignment, the Agency will, in the first instance, undertake logistical arrangements in support of the travel, including, but not limited to:
 - (a) visas, passports, flights and accommodation;
 - (b) the payment of reimbursements, travel and other overseas allowances.
- 2.2 The Agency will, by way of cable or email, provide the Activity Manager with at least two weeks' notice of planned travel by its Personnel to a Partner Country in relation to the Activity, including: title of the Activity and Activity Schedule number, name(s) and designation(s) of the Personnel travelling; travel itinerary of the Personnel travelling, and a brief statement of the objectives of the travel.

Attachment 4

REPORTING, MONITORING AND EVALUATION

1. REPORTING, MONITORING AND EVALUATION

OCO will be responsible for the monitoring and evaluation of the Activity and will provide annual progress reports as set out in **Attachment 2** paragraph 1.5 of this Schedule.

Activity Schedule No. 30 to ROU No. 14433

s33



Activity Schedule No. 30 to ROU No. 14433

Attachment 6

The OCO may engage the services of an individual or contractor to deliver an Activity (or part thereof) under this Activity Schedule. The OCO will consult with DFAT before entering into a contract with a third Party in connection with an Activity.

ROU 14433 OR Activity Schedule No. 30
Variation No. 1

VARIATION NO.1 TO ROU 14433 ACTIVITY SCHEDULE 30

BETWEEN THE

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
(DFAT)

AND

OFFICE OF THE COMMONWEALTH OMBUDSMAN (OCO)

IN RELATION TO THE

PARTNERSHIP PROGRAM WITH THE OFFICE OF THE OMBUDSMAN OF
SAMOA (OOS) AND THE SAMOA AUDIT OFFICE (SAO)

1. On 22 August 2019, DFAT and OCO entered into ROU 14433, Activity Schedule 30 (the Schedule). This is the first variation to be undertaken under the Schedule.
2. DFAT and OCO have now mutually agreed to amend the Schedule as follows:

(a) To reallocate unexpended funds from the 2018-19 agreement as follows:

(i) up to ^{s33} [REDACTED] to purchase essential office equipment to support the administration and management of investigation processes of the OOS and SAO; and

(ii) ^{s33} [REDACTED] to support activities under the 2019-20 program.

(b) To add an attachment to the Schedule, to provide the detailed forward work plan of specific activities to be undertaken over the 2019-20 program period.

3. A detailed description of the proposed office equipment to be purchased under 2(a) (i) will be provided to DFAT for approval prior to any purchases being undertaken.
4. A detailed description of the activities to be completed under 2(b) is included at Attachment 2.
5. The amendment(s) described above will take effect when this document is signed by the Partners.

ROU 14433 OR Activity Schedule No. 30
Variation No. 1

6. All other paragraphs and attachments to the Schedule remain unchanged and in effect.

Signed on behalf of **DFAT** by:

Signed on behalf of **OCO** by:

s47F
.....
Signature and date 26/9/19

.....
Signature and date
Fiona Sawyers 26/9/19

Amanda Jewell
Deputy Head of Mission

Fiona Sawyers
Senior Assistant Ombudsman

AMENDMENT SUMMARY

Amendment Number	Date	Brief Summary of Amendment	Increase/Decrease in financial limit	New Financial Limit
1	September 2019	Undertake the amendment to detail: <ul style="list-style-type: none">the use of unexpended funds from the 2018-19 agreement andto add the detailed forward work plan outlining specific activities to be undertaken over the 2019-20 program period as an attachment to the Schedule.	-	-

Attachment 1 to variation

Office of the Ombudsman Of Samoa (OOS)	Price per unit							
	Maxkar Stationery		Business System Ltd		SSAB		LTS (with GST)	
Requested items	WST	AUD	WST	AUD	WST	AUD	WST	AUD
Filing Cabinet x1	\$33							
AV Recorder x1								
Digital Recorder x1								
Laptop x1								
Projector x1								
Projector screen x1								
Wall mount (for screen) x1								
Whiteboard								
Delivery	not stated		tbc		\$	-	not stated	
Total	\$33							

Samoa Audit Office (SAO)	Price per unit					
	Maxkar Stationery		SSAB		Greenology Consult	
Requested items	WST	AUD	WST	AUD	WST	AUD
Laptop x1	\$33					
Digital Camera x1						
Projector x1						
Wallmount x1						
Delivery	not stated		not stated		not stated	
Total	\$33				\$33	

OOS priority items	
Item & No.	WST AUD
Filing Cabinet x 2	\$33
Digital recorder x 3	
Projector x1	
Projector screen x1	
Wallmount x1	
Whiteboard x1	
Delivery	
TOTAL OOS	

SAO priority items	
Item & No.	WST AUD
Digital camera x 1	\$33
Projector x1	
Wallmount x1	
Delivery	tbc
TOTAL SAO	\$33
TOTAL OOS and SAO	\$33

Office of the Commonwealth Ombudsman (OCO), Office of the Ombudsman of Samoa (OOS) & Samoa Audit Office (SAO)
Annual Work Plan 2019-2020

ADMINISTRATION COSTS		
International Team supporting staff costs and overheads		\$33
Supporting staff costs		
3% of total program budget		
Total Administration costs		
ACTIVITY COSTS		
1. Training and Technical Assistance		
Activities to build skills and technical capability which may include one or more of the following:		
Activity	Specifics	Approx Budget
1a. Investigations and Audit training Training tailored to needs of the OOS and the SAO in areas of Investigations, Examination and Audit. Training to be delivered by an external trainer specialising in audit functions (President, Association of Certified Fraud Examiners, Brisbane chapter)	Number of participants: approximately 20 Location: Apia, Samoa Date: March 2020	\$33
1b. Certificate IV in Government Investigations Support for two officers from OOS and two officers from SAO to complete a government investigation course delivered by Investigation Compliance and Enforcement Training Systems (ICETS) in Brisbane, Australia.	Number of participants: 4 officers Location: Brisbane, Australia Date: 3 - 14 February 2020	\$33
1c. Certification by Association of Certified Fraud Examiners (CFE) Support for four officers (2 x OOS and 2 x SAO) to complete the CFE Preparation Course and undertake the examination online in Apia.	Number of participants: 4 officers (2 x OOS and 2 x SAO) Location: Apia, Samoa (online) Date: Commencing October 2019	\$33
Subtotal for Activity 1		\$33
2. Leadership Engagement & Mentoring/Regional Engagement		
Activity	Specifics	Approx Budget
2a. Senior leadership engagement visit to Apia, Samoa by OCO One OCO senior leader and one OCO support officer to visit OOS and SAO to discuss the partnership program. OCO recommends this be combined with activity 1a. (Investigations and Audit training) for efficiency.	Number of participants: 2x OCO officers Location: Apia, Samoa Date: March 2020	\$33
2b. SAO and OOS attendance at relevant international conferences and events, for example: • International Ombudsman Institute (IOI) 12th World Conference - May 2020 The IOI Conference Theme will be "Giving Voice to the Voiceless". It will feature international best practice in working with groups of people who have difficulties in accessing our services, but who are often most in need of our interventions. Sessions will include examples of innovative Ombudsman work with prisoners, with refugees and asylum seekers, with first nations, with the rural poor, with people with learning disabilities and with mental health problems. (link at: https://www.theioi.org/oi-news/current-news/12th-ioi-world-conference-to-be-held-in-dublin-in-may-2020)	Number of participants: 1x OOS officer Location: Dublin, Ireland Date: 17 - 22 May 2020	\$33
2c. Leadership and mentoring program Mentoring of emerging OOS and SAO leaders through the exchange of materials, contacts and other support. OCO will work closely with OOS and SAO to identify subject areas tailored to the organisations' priorities and needs and the relevant officers' skills and experience. OCO anticipates this will likely be combined with other activities.	Number of participants: up to 6 participants (3x OOS and 3x SAO) Location: Samoa and Australia Date: Ongoing, proposed commencement October 2019	\$33
Subtotal for Activity 2		\$33
3. Monitoring & Evaluation		
Activity	Specifics	Approx Budget
Two officers (1x OOS and 1x SAO) to visit Australia for forward planning and program monitoring and evaluation. Visits may be combined with other activities for efficiency.	Number of participants: 2 officers (1x OOS and 1x SAO) Location: Canberra, Australia Date: April 2020	\$33
Subtotal for Activity 3		\$33
4. Unexpended funds from 2018-19		
Activity	Specifics	Approx Budget
Purchase of essential office equipment to support the administration and management of investigation processes of OOS and SAO.	Filing cabinet Digital recorder Digital camera Projector Projector screen Wall mount (for screen) Whiteboard	\$33
Support for activities under 2019-20 program.	TBC	\$33
Subtotal for Activity 4		\$33
TOTAL ACTIVITY COSTS		\$33
TOTAL BUDGET (Administration & Activity costs)		\$33

Refer to clause 3.1 and 3.2 of the Schedule

Activity Schedule No. 27 to ROU 14433

Activity Schedule 27 to
the Record of Understanding No. 14433

In relation to cooperation between the Department of Foreign
Affairs and Trade (**DFAT**) and
Office of the Commonwealth Ombudsman (**OCO**)
For Partnership Program with Solomon Islands
Accountability Institutions

This Activity Schedule 27 sets out the objectives of DFAT and Office of the Commonwealth Ombudsman (the **Agency**, together referred to as the **Partners**) in relation to the partnership program with Solomon Islands Accountability Institutions (the **Activity**) which will be implemented under the Record of Understanding signed by the Partners on 10 November 2005 (the **ROU**).

This Activity Schedule (including any attachments) details the scope of the Activity, as well as the contributions and roles of each Partner in relation to the Activity. Unless otherwise stated in this Activity Schedule, the provisions of the ROU will apply.

Signed on behalf of **DFAT** by:

s47E

.....

Name

Acting Counsellor

Designation s47F

..... 22/5/18

Signature and Date

Signed on behalf of **OCO** by:

Fiona Sawyers

Name

Senior Assistant Ombudsman

Designation

Fiona Sawyers 17/5/18

Signature and Date

Activity Schedule No. 27 to ROU 14433

ACTIVITY DETAILS

Activity	Partnership with Solomon Islands Accountability Institutions The Activity Details are at Attachment 1 to this Activity Schedule.
Commencement date	1 June 2018
Completion date	31 May 2019
Partner Country	Solomon Islands
Partner Country Agency	Office of the Ombudsman of Solomon Islands (OOSI); Leadership Code Commission (LCC)
Funds	The maximum amount payable by DFAT in respect of the Activity is AUD ^{s33} [REDACTED] inclusive of applicable taxes.
Financial Arrangements and Budget	A detailed budget for this Activity is at Attachment 2 to this Activity Schedule
DFAT Activity Manager	Nelson Kere
Agency Activity Manager	Suseela Durvasula
DFAT's Address for Notices	Telephone Number: +677 21561 (ext. 121) Mailing Address: PO Box 589, Honiara Email Address: Nelson.Kere@dfat.gov.au
Agency's Address for Notices	Telephone Number: ^{s47E} [REDACTED] Mailing Address: 14 Childers Street, Canberra, ACT 2601 Email Address: ^{s47E} [REDACTED]
Logistical Service Provider	Cardno Emerging Markets Pty Ltd, who operate the Solomon Islands Resource Facility
Variations	This Activity Schedule can only be varied in writing signed by each Partner. The Partner proposing the variation should set out in writing: (a) details of the proposed variation to the Activity and reasons for the request; and

Activity Schedule No. 27 to ROU 14433

	(b) the impact the proposed variation will have on effective delivery of the Activity, and/or the budget.
Termination	<p>This Activity Schedule can be terminated at any time by either Partner in writing.</p> <p>Upon termination of this Activity Schedule, the Partners will discuss in good faith the financial and other arrangements applicable to the termination, including:</p> <ul style="list-style-type: none"> (a) the provision of additional funds required to meet financial commitments made prior to the date of termination (not exceeding the maximum Funds); (b) the return of unspent funds remaining once all such commitments have been met; (c) the return of any funds that may have been recovered by the Agency from a contractor or grant recipient after having been misdirected by fraudulent activities, corruption, or terrorism-related activity.
Overseas Personnel Arrangements	The arrangements relating to Overseas Personnel are at Attachment 3 to this Activity Schedule.
Reporting, Monitoring and Evaluation	The Agency will conduct reporting, monitoring and evaluation in accordance with Attachment 4 to this Activity Schedule.
Risk Management	A Risk Register setting out the identifiable risks associated with the Activity is at Attachment 5 to this Activity Schedule.
Defined terms	<p>The following definitions apply to this Activity Schedule:</p> <ul style="list-style-type: none"> (a) Logistical Service Provider means a contractor engaged by DFAT to undertake logistical and operational functions in a Partner Country. (b) Long-term Posting (LTP) means a period of duty in an overseas country for longer than 12 months. (c) Overseas Personnel means Personnel who undertake Long-term Postings, Short-term Assignments or Short-term Missions. (d) Personnel means the personnel of the Agency who are engaged in the delivery of the Activity, including employees and contractors.

Activity Schedule No. 27 to ROU 14433

	<p>(e) <i>Short-term Assignment (STA)</i> means a temporary absence from an employee's headquarters while on duty in another single location for a period greater than six months but no more than 12 months. In exceptional circumstances, the Agency's Secretary's delegate may determine an assignment of less than 12 months but greater than six months to be a long-term posting.</p> <p>(f) <i>Short-term Mission (STM)</i> means a temporary absence from an employee's headquarters while on duty in another location for a period of not greater than six months.</p>
--	---

Attachment 1

ACTIVITY DESCRIPTION

1. ACTIVITY BACKGROUND

The OCO has been providing support to Leadership Code Commission (LCC) and Office of the Ombudsman of Solomon Islands (OOSI) as part of a DFAT regionally funded program to support accountability mechanisms in the Pacific. The regional program is set to end in June 2018.

DFAT has identified a need to support accountability institutions in Solomon Islands, as part of its Solomon Islands Governance Program. The Solomon Islands Governance Program's goal is that *Government agencies support economic growth and service delivery*. The Solomon Islands Governance Program underpins Australia's investments in health, education, infrastructure, growth, policing and justice, by helping to remove barriers to service delivery that come from poor public financial management and public service capacity.

2. ACTIVITY OBJECTIVES

2.1 The objective of this Activity is:

- a. to improve the capability of LCC and OOSI in carrying out:
 - i. their functions;
 - ii. strategic planning; and
 - iii. organisational reform
- b. strengthen the relationship between OCO, LCC and OOSI as peer organisations working on common issues
- c. linking LCC and OOSI with similar organisations in the Pacific (and elsewhere where appropriate), and facilitating the sharing of lessons and mechanism to overcome challenges

3. ACTIVITY DESCRIPTION

1. The Activity will include:

- a. Senior leadership visits to the Solomon Islands by OCO, and, as relevant, to Australia by LCC and OOSI for:
 - i. Partnership planning and evaluation;
 - ii. Leadership mentoring in organisation reform and staff development.

Leading to:

- Strengthened partnership between OOSI, LCC and OCO
 - Issues relating to organisational reform and improvement are able to be discussed through leadership dialogue.
- b. Short term, in-country, technical assistance visits by OCO to OOSI and LCC to improve:

Activity Schedule No. 27 to ROU 14433

- i. Intake and assessment;
- ii. investigations;
- iii. case management;
- iv. agency engagement; and
- v. corporate governance.

Leading to:

- Best practice is shared and fostered.
- Areas for improvement in internal processes and practices are identified and acted upon.
- Intake, assessment, investigations and case management functions are strengthened.

- c. Technical and corporate training programs delivered by OCO to LCC and OOSI for:

- i. Specific organisational training needs;
- ii. shared training needs required by both LCC and OOSI.

Leading to:

- Improved technical capability in particular LCC and OOSI functions.
- Improved corporate capability, including in relation to strategic planning, communications, project management and procurement.

- d. Funding for low cost, high impact projects by the LCC and OOSI which support innovative and collaborative projects aimed at improving institutional capability (to be jointly agreed by DFAT and OCO on an as needed basis).

Leading to:

- Collaboration with other integrity and public service agencies
- Improvements in OOSI and LCC service delivery and accessibility.
- Enhanced public awareness and education on avenues to seek redress or make report wrongdoing.

- e. Regional Forums and joint training with Pacific integrity agencies.

Leading to:

- Best practice fostered and shared amongst like Pacific leadership code and Ombudsman jurisdictions.
- Strengthened practitioner and leadership networks within the Pacific region.

2. One of the first inputs will be a visit from OCO to Solomon Islands (indicatively scheduled for July or August) in order to develop a workplan, in consultation with LCC and OOSI, that will establish how OCO will deliver the activities outlined in clause 3.1 above to achieve the objectives.
3. The Workplan will be submitted for DFAT's approval by 15 September 2018 (unless otherwise agreed by DFAT).

Activity Schedule No. 27 to ROU 14433

4. This Activity forms part of a broader program of integrated support under the Solomon Islands Governance Program. OCO will, in consultation with DFAT, liaise and consult with other parts of the Solomon Islands Governance Program (including the Head of Program, and other advisers engaged by the Solomon Islands Resources Facility) to ensure the Activity contributes to the overall objectives of the Solomon Islands Governance Program.

FINANCIAL ARRANGMENTS AND BUDGET

1. FINANCIAL ARRANGEMENTS

1. DFAT will pay the Agency within 30 days of DFAT's receipt of a correctly rendered invoice. However, DFAT need not pay an amount disputed by it in good faith until the dispute is resolved.
2. The Agency will refund to DFAT any unexpended funds at the end of the Activity, unless alternative arrangements are negotiated between the Partners, in accordance with relevant financial approvals.
3. Any assets acquired under this Activity are the relevant property of the Agency, unless procured for LCC or OOSI. At the end of the Activity, the assets will be disposed of in consultation with DFAT.
4. DFAT will pay the Agency the Funds on an advance basis. The Agency will provide to DFAT an acquittal statement, referencing the budget items, certified by the Agency Activity Manager.
5. DFAT will make the payments as follows:

Indicative Date	Trigger	Tranche Number	Amount of Funds
1 June 2018	On signing of this Activity Schedule by both parties	1	s33 [REDACTED]
30 September 2018	Upon DFAT's approval of the costed work plan set out at clause 3 of Attachment 1.	2	s33 [REDACTED]
TOTAL FUNDING AMOUNT			s33 [REDACTED]

6. If:
 - (a) an acquittal statement identifies that the Agency has unspent monies from a previous tranche(s); or
 - (b) in DFAT's opinion, the Agency has not made satisfactory progress against the mutually decided benchmarks and milestones for the Activity,

DFAT, may, after consultation with the Agency, reduce the amount of the next tranche (and the overall amount of the Funds).

Activity Schedule No. 27 to ROU 14433

2. INVOICING

1. The Agency will submit invoices to DFAT when due in accordance with this Activity Schedule, in a form identifying this Activity Schedule title and its number. Invoices will also contain the Payment Event number(s) notified by DFAT; the amount of funding to be paid by DFAT together with any requisite substantiating material; and the name of the DFAT representative.
2. All invoices will be made to:

Chief Finance Officer
 Department of Foreign Affairs and Trade
 RG Casey Building
 John McEwen Crescent
 Barton ACT 0221 AUSTRALIA
3. Invoices should be sent to the above address and the DFAT Activity Manager. Alternatively, DFAT will accept electronic invoices. These can be sent to accounts@dfat.gov.au and a copy sent to the DFAT Activity Manager.
- 2.4 A valid tax invoice must be provided where required under the GST law.

3. ACTIVITY BUDGET

An indicative budget is below. This budget will be further refined in the workplan discussed in clause 3 of Attachment 1.

Budget (AUD)		
Program Component		
Leadership Engagement		s33
Technical Assistance		
Training		
Flexible Project Fund		
Regional Engagement		
Subtotal		
Total		
Program Administration		
Staffing Costs	Administrative and Supporting	s33
Overheads	Overhead and administration costs incurred by OCO	
Subtotal		
Total		

More detail about the breakdown of those costs is set out in attachment 6.

Activity Schedule No. 27 to ROU 14433

Attachment 3

OVERSEAS PERSONNEL ARRANGEMENTS

1. OVERSEAS PERSONNEL INSURANCES

1. Overseas Personnel will be covered by the Agency's insurance with Comcover whilst they are overseas.
2. The Agency will ensure Partner Country Agency officials travelling for the purpose of this Activity have appropriate insurance (either arranged by the Agency or the Partner Country Agency).

1. OVERSEAS PERSONNEL TRAVEL

1. Where Overseas Personnel travel internationally as part of an Activity whilst on a Short-term Mission, the Agency will, in the first instance, undertake logistical arrangements in support of the travel, including, but not limited to:
 - (a) visas, passports, flights and accommodation; and
 - (b) the payment of reimbursements, travel and other overseas allowances.
2. The Agency will, by way of cable or email, provide the Activity Manager with at least two weeks' notice of planned travel by its Personnel to a Partner Country in relation to the Activity, including: title of the Activity and Activity Schedule number, name(s) and designation(s) of the Personnel travelling; travel itinerary of the Personnel travelling, and a brief statement of the objectives of the travel.

Activity Schedule No. 27 to ROU 14433

Attachment 4

REPORTING, MONITORING AND EVALUATION

OCO will provide the following reports:

1. A situational analysis assessing the capacity of the LCC and OOSI which informs the workplan and will be the framework for reporting against the workplan
2. Six monthly report against the workplan described in clause 3 of Attachment 1, describing expenditure activities, outputs and outcomes.
 - (a) This report should include the number of public servants trained, disaggregated by sex (as this is an Aggregate Development Result that DFAT must annually report across all investments).
3. Ad hoc reports as required when issues emerge, or DFAT requires further information.
4. Final completion report, describing expenditure activities, outputs and outcomes, including an acquittal of funds.

OCO will liaise with the Solomon Islands Governance Program's Monitoring, Evaluation and Learning (MEL) Unit to ensure monitoring and evaluation of the Activity feeds into the MEL framework for the Solomon Islands Governance Program.

Attachment 5

RISK MANAGEMENT

A risk assessment has been undertaken and the overall risk profile of this Activity has been assessed as low.

The following table includes a summary of the identified risks and their proposed mitigation strategies:

Risk	Mitigation Strategies
LCC and OOSI do not fully utilise the support and expertise provided by OCO	<p>OCO has an existing, longstanding relationship with both LCC and OOSI. OCO has maintained active communication with OOSI and LCC to ensure there is clear understanding between all parties on the available support and what is needed.</p> <p>The workplan will be developed in consultation with LCC and OOSI.</p> <p>DFAT will hold debriefs with OCO, LCC and OOSI at the end of each in-country visit which will provide an opportunity to discuss any issues and emerging risks.</p>
OCO is unable to meet the needs and expectations of LCC and OOSI in terms of assistance	<p>The workplan will clearly set out the assistance to be provided. Where LCC and OOSI need assistance that cannot be provided by OCO, DFAT may consider providing additional assistance through the broader Solomon Islands Governance Program.</p> <p>DFAT will meet the Ombudsman of Solomon Islands and the Chairman of the LCC on a regular basis and assess if the partnership is working for LCC and OOSI and delivering the expected outcomes.</p>
Child protection	This activity will not involve contact with, or working with, children.
Fraud	OCO will notify DFAT in the event it suspects any fraud or attempt to commit fraud has occurred.
Environmental protection	This Activity will not involve any environmental protection issues.
Workplace Health and Safety	OCO will ensure that all workplace, health and safety obligations are met when its officers travel to Solomon Islands, and when LCC/OOSI staff travel to Australia or elsewhere as party of this Activity.

Attachment 6

OCO's Solomon Islands Program Budget 2018-2019

Solomon Islands Program Budget 2018-2019	
ADMINISTRATION COSTS	
International Team supporting staff costs	
Staffing costs	
APS 5 (average 82%)	s33
Subtotal	s33
Overheads	
7 % total activity costs	s33
Subtotal	s33
ACTIVITY COSTS	
1. Training	
Investigation Training delivered by OCO in collaboration with LCC and OOSI	
Customised investigations training sessions delivered to groups of staff over several days	
Airfares (2 x OCO staff to Honiara return business class)	s33
Airfares (2 x OCO staff domestic to CBR)	
Accommodation (2 OCO Staff x 5 nights x s33 p/n)	
Per diem (OCO staff travel allowance)	
Ground transport (OCO s33 per day of air travel plus s33 per full day)	
Ground/Air Travel from Solomon Island provinces for 6 regional OOSI and LCC staff	
Accommodation (6 x 2 nights x s33 per night)	
Per diem (regional partners 6 x s33 per day x 3 days)	
Catering (estimated 10 attendees per day including 2 OCO staff x s33 per day)	
Venue Hire	
SUB TOTAL FOR Training	s33
2. Pacific regional forums	
Hosted Meeting of Pacific Ombudsmen and integrity bodies in Solomon Islands or other regional location	
Ground transport (10 s33 per day of air travel - stay on site no ground travel req'd on non-air travel days)	s33
Accommodation for regional attendees (10 x s33 per night x 3 nights)	
Regional air travel from Solomon Islands, Vanuatu, Samoa and other regional partners- 10 attendees)	

Activity Schedule No. 27 to ROU 14433

Catering (estimated 20 attendees from OOSI, LCC, Vanuatu, Samoa and other regional partners ^{s33} per day for two days)	^{s33}
Per diem (regional partners 10 ^{s33} per day)	
Venue Hire	
Selected regional leadership meetings with Ombudsmen and allied integrity bodies	
conducted through existing networks, where possible, ie. Australian Public Sector Anti-Corruption Conference (APSACC) or Australasian and Pacific Ombudsman Region (APOR) Conference.	
2 x Regional air travel to Pacific island location to attend nominated meeting, return ^{s33}	^{s33}
Per diem (2 x 2 days ^{s33})	
Communications	
Conference Delegate Tickets (2)	
Accommodation (2 x 6 nights @ ^{s33} /night)	
Ground Transport (2 x ^{s33} per day of air travel plus ^{s33} per day to attend meetings)	
SUB TOTAL FOR Regional Forums	
3. Flexible funding pool	
Scoping visit to Honiara OOSI and LCC	
(2 OCO International Team members to Honiara to scope flexible funding project/s and facilitation of project delivery)	
Airfares (2 x return economy flights between Canberra and Honiara)	^{s33}
Accommodation (2 x ^{s33} per night x 5 nights)	
Per diem	
Ground transport (2 x ^{s33} for each day of air travel plus ^{s33} for each full day)	
Flexible Funding Project	
SUB TOTAL for Flexible Funding	
4. Leadership engagement	
Commonwealth Ombudsman visit to Solomon Islands	
(Commonwealth Ombudsman plus one support officer)	
Airfares (2 x return business flight between Canberra and Honiara)	^{s33}
Accommodation (1 Support Officer ^{s33} per night x 5 nights, 1 x Ombudsman ^{s33} per night x 2 nights)	
Per diem (1 x Support Officer 5 days ^{s33} plus Commonwealth Ombudsman 3 days ^{s33})	
Lunch meeting - senior engagement (4 representatives)	
Ground transport (^{s33} per day of flight travel per person ^{s33} for 2 Officers 2 days)	

Ombudsman of the Solomon Islands and Leadership Code Commissioner visit to Australia and Monitoring & Evaluation (OOSI + LCC + plus one support officer each)	
Airfares (4 x return economy flights between Honiara and Canberra)	s33
Accommodation (4 Officers s33 on x 3 nights)	
Per diem s33 per day per person)	
Ground transport s33 per day of flights plus s33 per day for 2 full days)	
Airfares (2 x return economy domestic flights for Int Team members to travel to CBR)	
Accommodation OCO (2 Officers s33 on x 3 nights)	
Per diem (2 x OCO for 3 nights)	
Lunch meeting - senior engagement (6 representatives)	
Ground transport s33 per day of flights per person)	
SUB TOTAL FOR Leadership Engagement	
5. Technical assistance	
Technical Assistance to OOSI to finalise Corporate Strategic Plan 2018-2022 2 x OCO Officers (1 x International Team Officer plus Corporate Governance Officer) to Solomon Islands for 5 days	
Airfares (2 x return business flights between Canberra and Honiara)	s33
Accommodation (2 s33 on x 5 nights)	
Per diem	
Ground transport (2 x s33 for each day of air travel plus s33 for each full day)	
Printing of Corporate Strategic Plan 2018-22	
Phase 1 Complaint Handling System (CHS) Project 1 x Expert Consultant to Solomon Islands for 10 days, follow up visit for 5 days and remote technical assistance	
Airfares (1 x return business flight between Canberra and Honiara)	s33
Accommodation (1 x s33 on x 10 nights)	
Per diem s33 pd x 10 days)	
Training expenses (Consultant)	
Ground transport (1 x s33 for each day of air travel plus s33 for each full day)	
Travel insurance	
Travel doctor	
Remote assistance	
Airfares (1 x return business flight between Canberra and Honiara)	
Accommodation (1 x s33 on x 5 nights)	
Per diem (OCO-rate x 5 days)	
Training expenses (Consultant)	
Ground transport (1 x s33 for each day of air travel plus s33 for each full day)	
Travel insurance	

Conflict of Interest Project Phase 1 : Workshop delivered by an expert consultant in collaboration with OCO, LCC and OOSI	
Customised workshop and remote assistance	
Airfares (1 x OCO staff to Honiara return business class)	s33
Accommodation (1 OCO Staff x 5 nights x s33 pn)	
Per diem (OCO staff travel allowance)	
Ground transport (OCO s33 per day of air travel plus s33 per full day)	
Airfares (1 x Consultant Canberra to Honiara, return business class)	
Accommodation (1 x 5 nights x s33 pn)	
Per diem (1 x OCO-rate travel allowance 5 days)	
Ground transport s33 per day of air travel plus s33 per full day)	
Consultant Fee (expert trainer)	
Remote assistance by expert consultant	
Travel doctor (OCO and consultant)	
Travel insurance (consultant)	
Catering (estimated 10 attendees including consultant and OCO Officer x s33 per day)	
Venue Hire	
Professional Development Placement with OCO in Australia	
1 x Nominated OOSI Staff member and 1 x Nominated LCC Staff member for 10 days	
Airfares (2 x return economy flights between Canberra and Honiara)	s33
Accommodation (2 x s33 pn x 10 nights)	
Per diem s33 pd x 10 days x 2)	
Training expenses (Consultant)	
Ground transport (2 x s33 for each day of air travel plus s33 for each full day)	
Travel insurance	
OCO Interstate airfares (2 x interstate airfares)	
Travel Allowance (2 x OCO Officers 4 nights each)	
Accommodation (2 Officers x s33 pn x 4 nights)	
SUB TOTAL FOR Technical Assistance	
Activities	
Budget Total	

ROU 14433 OR Activity Schedule No. 27
Variation No. 1

VARIATION NO.1 TO ROU 14433 ACTIVITY SCHEDULE NUMBER 27

BETWEEN

DEPARTMENT OF FOREIGN AFFAIRS AND TRADE
(DFAT)

AND

OFFICE OF THE COMMONWEALTH OMBUDSMAN (OCO)

IN RELATION TO

PARTNERSHIP PROGRAM WITH SOLOMON ISLANDS ACCOUNTABILITY
INSTITUTIONS

1. On the 1 June 2018, DFAT and OCO entered into ROU 14433, Activity Schedule Number 27. This is the first variation to be undertaken under this activity schedule to enable the activity completion with no-cost extension.
2. DFAT and OCO have now mutually decided to amend the ROU 14433 in a no-cost extension, Activity Schedule 27 as follows:

(a) "Delete existing section on the activity details on completion date 31 May 2019 and replace with a new completion date as follow; the completion date will be on 31 October 2019.

(b) Delete existing section on the activity details on Activity Manager Nelson Kere and replace with a new Activity Manager Natalina Hang.

3. The amendment(s) described above will take effect when this document is signed by the Partners.
4. All other paragraphs and attachments to the ROU 14433, Activity Schedule 27 remain unchanged and in effect.

5.

Signed on behalf of DFAT by:

Signed on behalf of OCO by:

s47F

Signature and date

30/5/2019

Signature and date

Fiona Sawyers 30/5/19

s47E

Counsellor Human Development

Fiona Sawyers
Senior Assistant Ombudsman

ROU 14433 OR Activity Schedule No. 27
Variation No. 1

AMENDMENT SUMMARY

Amendment Number	Date	Brief Summary of Amendment	Increase/Decrease in financial limit	New Financial Limit
1	30/5/2019	Undertake the amendment to enable the no-cost extension for the completion of activities under the current schedule.	-	-

14433 OR Activity Schedule No. 27 Variation No. 1 - Amendment Summary

Australia Indonesia Economic Cooperation (PROSPERA) Program

Government to Government Element

***MULTI-YEAR WORK PLAN PROPOSAL
1 JULY 2018 - 30 JUNE 2021***

2019-2020 WORK PLAN

Proposal Title:
Strengthening and Supporting the Ombudsman Republik Indonesia

Submitting Agencies:
**Office of the Commonwealth Ombudsman and
Ombudsman Republik Indonesia**

Submission Date: 14 June 2019

CONTENTS

WORK PLAN OVERVIEW	3
PARTNERSHIP CONTEXT	3
ALIGNMENT WITH GOI and PROSPERA OBJECTIVES	4
PARTNERSHIP EXPECTED OUTCOMES	5
GOVERNANCE.....	6
PARTNERSHIP DETAILED PROGRAM AND BUDGET 2019-2020.....	9
WORK PLAN BUDGET (AUD).....	12
OTHER	14
RISK MANAGEMENT	15

WORK PLAN OVERVIEW

GOA agency name	Office of the Commonwealth Ombudsman (ABN: 53003678148)	
GOI agency name(s)	Ombudsman Republik Indonesia	
Work Plan implementation dates	Start date: 1 July 2019	Finish date: 30 June 2020

PARTNERSHIP CONTEXT

The Government of Indonesia (GOI) counterpart

The GOI counterpart is the Ombudsman Republik Indonesia (ORI).

Partnership context now and opportunities for the future

The partnership between the Office of the Commonwealth Ombudsman (OCO) and ORI is one of the longest standing Indonesian-Australian agency relationships.¹ It has evolved as both agencies have learnt from each other and exchanged knowledge and ideas about best practice complaint handling and improving public administration. ORI's growing maturity as an agency provides opportunities for it to have more direct involvement in the development and ownership of future partnership activities.

Overall nature of the partnership

The OCO and ORI are the peak national complaint handling agencies in their respective countries. The partnership is well-regarded and is strongly supported by both the Australian Government (GOA) and the Government of Indonesia (GOI).

The Indonesian and Australian Ombudsmen have continued and strengthened their long standing supportive professional relationship beyond the DFAT funded partnership. Through international professional associations, such as the International Ombudsman Institute, Australia and Indonesia are supporting the further growth of ombudsman institutions in the ASEAN countries. Indonesia hopes to take a more leading role in the region.

Forms of assistance (modalities) provided within the Partnership

Key forms of assistance delivered by the partnership have included:

- Australian Ombudsman internships for ORI investigators
- senior leadership engagement and study tours
- targeted professional training to ORI staff in areas of need
- sharing of best practice
- partnership monitoring and evaluation activities.

Lessons learned

The partnership has achieved a number of key outcomes:

- peer to peer engagement
- supporting the establishment of a national complaint handling system in Indonesia
- enhancing the institutional capacity of ORI at all levels, including opportunities to learn about ombudsman values and design and participate in professional training.

¹ The partnership has been operating since 2000. Prior to the establishment of ORI in 2008, the partnership was with its predecessor, the National Ombudsman Commission.

Australia has benefited through the exchange of best practice ideas, for example, the feasibility and practical application of a national or state-wide complaint handling system, such as Indonesia's *Lapor!* System and the use of technology to engage with stakeholders.

The proposed work plan

This proposal seeks to build on these learnings and use the partners' established relationships to further strengthen the capacity of ORI and increase its authority as a lead integrity agency in the Indonesian government.

Partnership activities have been designed to reflect ORI's continuing development and emerging leadership role within the region. All activities were developed in close consultation with ORI.

The 2019-20 work plan builds on and refines activities from the previous year. The plan includes the next stage of longer-term, multi-stage activities which have been requested by ORI and builds the foundation for sustainable improvements within ORI and across GOI agencies. This includes developing the complaint handling capacity of external GOI agencies.

ALIGNMENT WITH GOI and PROSPERA OBJECTIVES

How the work plan was developed

This work plan has been jointly developed by the OCO and ORI. ORI has proposed all activities, based on its needs and priorities. ORI will lead all but two of the proposed activities. ORI is willing to commit resources (such as staff and use of ORI offices) and provide further in-kind contributions to support the delivery of the partnership activities. This may include technical expertise, local contacts and materials.

Alignment between GOI, ORI and GOA strategic priorities and the development of institutional and bilateral relationships

The Indonesian Government has identified 12 strategic priorities for implementation by agencies over four years under its National Medium Term Development Plan (RPJMN) year 2015-2019. ORI is responsible for two key deliverables under this plan:

- improve the supervision of public services in Indonesia
- improve the management support programs for ORI.

These priorities are consistent with the Australian Government's Aid Investment Plan for Indonesia, in particular, the objective of building an inclusive society through effective governance.

As one of the Australian Government's central oversight bodies, the OCO is well placed to assist with these strategic priorities and outcomes, with its experience in mediating bureaucratic disputes and influencing systemic improvements in public administration. Its role has expanded to one of a broader oversight body that contributes to government reviews and inquiries, inspects the records of other government agencies for compliance with legislation and reviews proposed administrative processes before programs are implemented.

ORI has also been given these broader systemic functions. This presents a number of technical and strategic challenges which the OCO is experienced in addressing. The OCO has also undertaken considerable work developing effective internal complaint handling mechanisms within agencies, a key GOI priority for reforming the public sector.

The work plan also contributes to PROSPERA’s breakthrough outcome 3.3 (Greater transparency and accountability of government) and intermediate outcomes:

- Ombudsman supports and guides government agencies
- stronger public service administration agencies.

The work plan supports ORI to improve the internal complaint handling of GOI agencies, lead public sector administration reform in Indonesia and improve its own capacity as a complaint handling agency.

The table below describes the alignment between GOI, ORI and the GOA strategic priorities:

GOI-ORI Strategic Objectives		GOA Strategic Objectives
Improving supervision of public services	Increase agencies with internal complaint handling units	Agency specific complaint handling units, consistent complaint handling methodology, standard operating policies and procedures to improve agency practice and good governance, reduces the opportunities for poor administration and/or corruption. The OCO contributes to this objective through collaboration with Australian Government agencies and law enforcement agencies.
	Improve effectiveness of complaint resolution	The OCO seeks to influence systemic improvements in public administration. Highly effective and efficient public administration results in improved public services and decreases the risk of poor administration and corruption.
	Improve the compliance of Ministry/state/province/local government on implementing complaint handling	
	Improve public service policy	
	Increase public participation	
Improving Management Support programs	Improving the human resources capacity and infrastructure in ORI and Representative Office	A GOA objective is sustainable improvements in the institutional capability for our Indonesian partner. This program will assist in enhancing the leadership and talent management capability or ORI.

PARTNERSHIP EXPECTED OUTCOMES

The expected program outcomes linked to the Prospera breakthrough outcome of *Improving public finances and government performance* are:

1. External GOI agencies improve their internal complaint handling through the development of a whole of government best practice complaint handling model.
2. ORI plays a key role in leading public sector reform in Indonesia by identifying administrative areas for development and offering support to GOI agencies. GOI agencies increase their engagement with ORI.
3. Increased knowledge and skills of ORI staff (at all levels) in stakeholder engagement, front line complaint handling, investigation, consistent and accessible complaint handling methodology and work practices.
4. Improved leadership capacity and increased strategic focus within ORI.

5. ORI is supported to better understand and address internal and external barriers to participation and mobility experienced by women and people with disability.
6. Exchange of international best practice, practical experience and information between Australian and Indonesian jurisdictions and between central and regional ORI offices.
7. Increased support for ORI's regional offices.

See **Attachment A** for more detail.

GOVERNANCE

Reporting & Monitoring and Evaluation

The partners have developed and adopted a Monitoring and Evaluation Framework, at both a program level and against specific activities. A copy of the framework is at **Attachment B**.

The current framework adopts both a methodology incorporating quantitative and qualitative measures. Performance indicators are aligned with ORI's Strategic and Corporate Plans. The framework will be reviewed and amended to reflect approved activities in 2019-2020.

[Note – the Monitoring and Evaluation Framework will be updated following detailed discussions with ORI delegates in the week of 10 June 2019, and further discussion with Russell McKay (Prospera). The revised framework will be submitted by end of July 2019.]

PARTNERSHIP THEORY

Output	Short-term outcomes	Short-term success measures	Long-term outcomes	Long term success measures	Impact
Five partnership activities:	Activities successfully delivered on time and within budget for required number of staff	Number of staff attending	External GOI agencies constructively engage with ORI to improve their internal complaint handling	Value of activities as assessed by OCO & ORI	ORI plays a key role in leading public sector reform in Indonesia by identifying administrative areas for development and offering support to GOI agencies
1. Pilot project on internal complaint handling	Practical experience & information is shared between ORI and OCO about complaint handling and systemic issues	Attendees include female participants	Development of best practice complaint handling model for GOI agencies	ORI staff apply learnings in a practical setting	ORI is a leading integrity agency in the Asia-Pacific Region
2. Australian internship		Attendees include staff members with a disability	Improved skills development and capacity for ORI staff	External GOI agencies increase their engagement with ORI	
3. Capacity building training		Attendees include ORI staff from regional offices and jurisdictions	Increased linkages between ORI's regional offices.	Policies developed to address barriers to participation and mobility for women and people with disability	
4. Comparative Study on Human Resources Development	Sharing of best practice on human resource development, including diversity, inclusion and outreach strategies	Number of participating ORI jurisdictions and regions	ORI supported to better understand and address barriers to participation and mobility experienced by women and people with disability		ORI is a best practice model for diversity and inclusion
5. Monitoring & evaluation, including senior leadership engagement		Positive feedback from ORI and OCO on activities, as measured through informal and survey feedback			

Document 08
Contains deletions under FOI

Modality	2018-2019	2019-2020	2020-2021
Pilot project to increase the complaint handling capacity of external Indonesian government agencies to support a cohesive whole of government practice.	Project Phase 1: Establish a working group with representatives from other government agencies and OCO; scope and pilot activity.	Project Phase 2: Further activity refinement/expansion and implementation. ORI will work with GOI agencies to establish effective complaint handling systems and practices. OCO staff to provide an advisory role and training.	Project Phase 3: Further activity refinement/expansion and implementation; project evaluation.
Australian Internship based on subject matter identified by ORI.	10 x ORI officers to visit Australia	10 x ORI officers to visit Australia Proposed 50/50 gender split of participants	10 x ORI officers to visit Australia
Capacity building training	Leadership and capacity building training (approximately 20 ORI senior and emerging leaders) 2 x OCO staff to provide training	Training: advanced investigations skills. OCO to identify and support appropriate training provider to assist with development of content and delivery to approximately 180 ORI staff. May include attendance at relevant international and regional conferences.	Training topic to be determined by ORI. 2 x OCO staff to provide training. May include engagement at relevant international and regional conferences.
Comparative Study on Human Resources Development	-	Project Phase 1: Scoping study by 3-7 ORI staff meet in Australia to gain knowledge and information on how to implement policies on human resources development, accessibility and inclusion. OCO to identify other Australian agencies who may be able to share resources and insights.	Project Phase 2: ORI and OCO staff meet to further refine and develop recommendations for action; additional consultancy services may be required.
Program Monitoring and Evaluation, future program planning and Senior Leader Engagement meetings.	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership.	2 visits per year: 2-3 staff from OCO and ORI (including senior leaders) meet in Indonesia and Australia to discuss, plan and review the partnership.

PARTNERSHIP DETAILED PROGRAM AND BUDGET 2019-2020

Activity 1: Complaint handling capacity of external Indonesian government agencies

Pilot project to support external GOI agencies to develop and maintain their internal complaint handling mechanisms and enhance whole of government complaint handling skills.

This activity is led by ORI. There is flexibility to expand, tailor and incorporate additional elements to suit ORI's needs.

Outcomes:

- best practice complaint handling model developed for GOI agencies
- improved local government practices and engagement with ORI
- streamlined work practices and improved staff capacity for effective complaint handling
- increased authority and respect for ORI as an integrity agency
- more accessible complaint handling systems for women and people with a disability.

Timeline:

- 2018-2019 - In May 2019, two OCO staff will visit two regional offices in Indonesia to provide an advisory role and training on best practice complaint handling and agency relationships.
- 2019-2021 – ORI will work with GOI agencies to establish effective complaint handling systems and practices. Two OCO staff will provide an advisory role and training, including one visit to Indonesia in late 2019-20. The OCO will share expertise on its recently established education function, its well-regarded Commonwealth Complaints Handling Forum and its Indigenous and Disability accessibility reviews.

Activity 2: Australian Internship

Ten ORI officers to visit Australia to participate in an internship program.

This activity will be led by the OCO, with subject matter to be identified jointly by the partners.

A key focus of the internship program will be:

- accessibility and inclusion of complaint handling systems for people with a disability, women and culturally and linguistically diverse communities
- stakeholder engagement including outreach strategies for remote communities.

Other subject areas could include:

- coaching / mentoring for career and skills development
- early resolution
- frontline complaint handling
- law enforcement oversight or other specific subject matter
- case management systems

Outcomes:

- exchange of best practice and practical experience
- strengthened institutional capacity within ORI.

The activity will include topics on gender and disability inclusiveness, delivered by sharing the OCO's experience in conducting and implementing accessibility reviews for Indigenous Australians and people with a disability. OCO will work with ORI and Prospera's public sector and GESI team to develop activity terms of reference. OCO will collect statistics on the number of female participants and qualitative data on changes to ORI's practices following the activity.

Timeline:

To be conducted annually, approximately in March each year.

Activity 3: Capacity Building Training

Capacity building training

ORI has requested advanced investigations skills training. ORI will identify the specific subject matter to be addressed in the training. An identified training provider and / or OCO staff will visit Jakarta to provide training and advice on selected topics.

Outcomes:

- develop and build advanced investigations skills across ORI
- develop a pool of skilled investigators available to on-train and mentor other ORI staff, for example by undertaking train-the-trainer courses in future program years
- improved linkages with other GOI government agencies through joint leadership training

The OCO will collect data on the number of female participants. ORI has agreed to seek a 50/50 gender balance of participants.

The activity may include attendance at international and regional conferences such as, but not limited to the Australian Public Sector Anti-Corruption Conference in Melbourne.

Proposed Timing: November 2019, with exact timing to be determined with ORI.

Activity 4: Comparative study on Human Resources Development

The activity is led by OCO with ORI identified subject matter. In 2018-19 this budget was allocated to the ORI National Conference.

This first phase of a multi-year project will involve commissioning a scoping study / survey to obtain a baseline understanding of the barriers experienced by women and people with disabilities to participation and progression within ORI. This work will also inform ORI's understanding of the barriers complainants can encounter accessing complaint handling systems. The study will address diversity, accessibility and inclusion policies.

May include comparison with another Australian integrity agency and other Australian Government agencies.

The scoping study may be undertaken by an Australian or Indonesian based consultant with OCO support and guidance. ORI has suggested that up to seven staff from the Bureaucracy Reform Team and HR section may visit Australia to study OCO's approach.

Outcomes:

- ORI supported to better understand and address barriers to participation and mobility for women and people with disability
- sharing best practice human resource development information, including diversity and inclusion policies and outreach strategies.
- ORI has agreed that it will seek a 50/50 gender balance of participants.

Proposed Timing: September 2019, to ensure that ORI's reporting deadline of December 2019 is met.

Activity 5: Partnership Governance

Program Monitoring and Evaluation and Senior Leadership Engagement: two to three staff each from the OCO and ORI will meet in Australia or Indonesia to discuss, plan and review the partnership.

This activity will be led by the OCO. Two to three staff each from ORI and the OCO will meet in Indonesia or Australia for senior leadership meetings and to monitor and evaluate the partnership and plan future activities.

To be conducted annually (two-three visits per year).

Outcomes:

- opportunities for program enhancements identified
- program and activities adapted to ensure ongoing relevance
- ORI's organisational needs continue to be addressed for the upcoming 12 months
- gender and social inclusion targets are on track.

Proposed Timeline:

- August 2019 – OCO Scoping visit and engagement for 2019-20 program year
- November 2019 to January 2020 – One OCO senior leader and up to two working level staff to visit to Indonesia
- May 2020 – One ORI senior leader and up to two working level staff members to visit Australia.

BUDGET

Modality	2018-19 *	2019-20 * (indicative budget only)	2020-21 * (indicative budget only)
Administration Costs** §33 supporting staff overheads costs	§33	§33 [insert indicative cost based off 2018-19 cost plus 4 %]	§33 [indicative cost based off 2019-20 cost plus 4 %]
Activity 1 Pilot Project: Increase external government agencies' internal Complaint Handling capacity	§33	§33	§33
Activity 2 Australian Internship x 10 ORI interns	§33	§33	§33
Activity 3 Capacity Building Training - Advanced Investigations skills	§33	§33	§33
Activity 4 ORI Conference (2018-19 only) Comparative study on Human Resources Development	§33	§33	§33
Activity 5 Partnership Governance - Monitoring and Evaluation and Senior Leadership Engagement visits x 3	§33	§33	§33
TOTAL	§33	§33	§33

* Includes combined Record of Understanding and Logistical Service Provider budgets.

** Administration costs include funding to support full time OCO staff wages to effectively and efficiently manage the program. Overhead costs include additional costs incurred during the management of this program, such as mobile telephones, equipment, staff vaccinations and visa applications.

WORK PLAN BUDGET (AUD)

Year	Budget	Proposed Spend
2018-2019 (actual budget)	§33	§33
2019-2020 (indicative budget)	§33	§33
2020-2021 (indicative budget)	§33	§33

PAYMENT SCHEDULE

Tranche	Amount	Trigger
1 – paid by 31 July 2018	§33 [REDACTED]	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
2 – paid by 31 January 2019	§33 [REDACTED]	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
3 – paid by 30 April 2019	§33 [REDACTED]	Submission acquittal of first nine months expenditure and a correctly rendered invoice
4 – paid by 31 July 2019	§33 [REDACTED] (60% of the total ROU budget)	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
5 – paid by 31 January 2020	§33 [REDACTED] (up to 25% of the total ROU budget)	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
6 – paid by 30 April 2020	§33 [REDACTED] (up to the remaining balance of allocation)	Submission acquittal of first nine months expenditure and a correctly rendered invoice
7 – paid by 31 July 2020	§33 [REDACTED] (50% of the total ROU budget)	Signing of Activity Schedule; Submission to DFAT of a correctly rendered invoice
8 – paid by 31 January 2021	§33 [REDACTED] (Up to 25% of the total ROU budget)	Submission of midyear report including acquittal of first six months expenditure and a correctly rendered invoice
9 – paid by 30 April 2021	§33 [REDACTED] (Up to the remaining balance of allocation)	Submission acquittal of first nine months expenditure and a correctly rendered invoice
TOTAL	§33 [REDACTED]	

OTHER

Cross cutting issues

The work plan includes several activities which address gender equality and disability inclusiveness and aim to improve ORI's accessibility to women and people with a disability, both internally for staff and externally for members of the public:

- **Activity 1: Complaint handling capacity of external Indonesian government agencies** – includes OCO training assistance on making complaint handling systems more accessible for women and people with a disability.
- **Activity 2: Australian Internship** - includes topics on gender, accessibility and disability inclusiveness and outreach strategies for remote Indigenous communities. The OCO will share its experience in conducting and implementing accessibility reviews for Indigenous Australians and people with a disability. OCO will work with ORI and Prospera's public sector and GESI team to develop activity terms of reference.
- **Activity 3: Capacity building training** – the OCO will establish targets for the number of ORI female staff to attend this training to improve mobility within the organisation.
- **Activity 4: Comparative Study on Human Resources Development** – involves commissioning a scoping study/survey to obtain a baseline understanding of the barriers for women and people with disabilities to participation and progression within ORI and to accessing complaint handling systems.

The OCO will establish targets for participation by women and people with disabilities in activities and collect statistics on the number of female participants and participants with a disability for each activity. During scoping discussions for the forward work plan ORI agreed to aim for a 50/50 gender balance of participants where possible.

Donors

Not applicable.

Endorsement of Work Plan

Endorsement received from GOI partner for the proposed multi-year Work Plan:

Yes To follow

Attachment A: PROSPERA Workplan overview

Document 08
Contains deletions under FOI

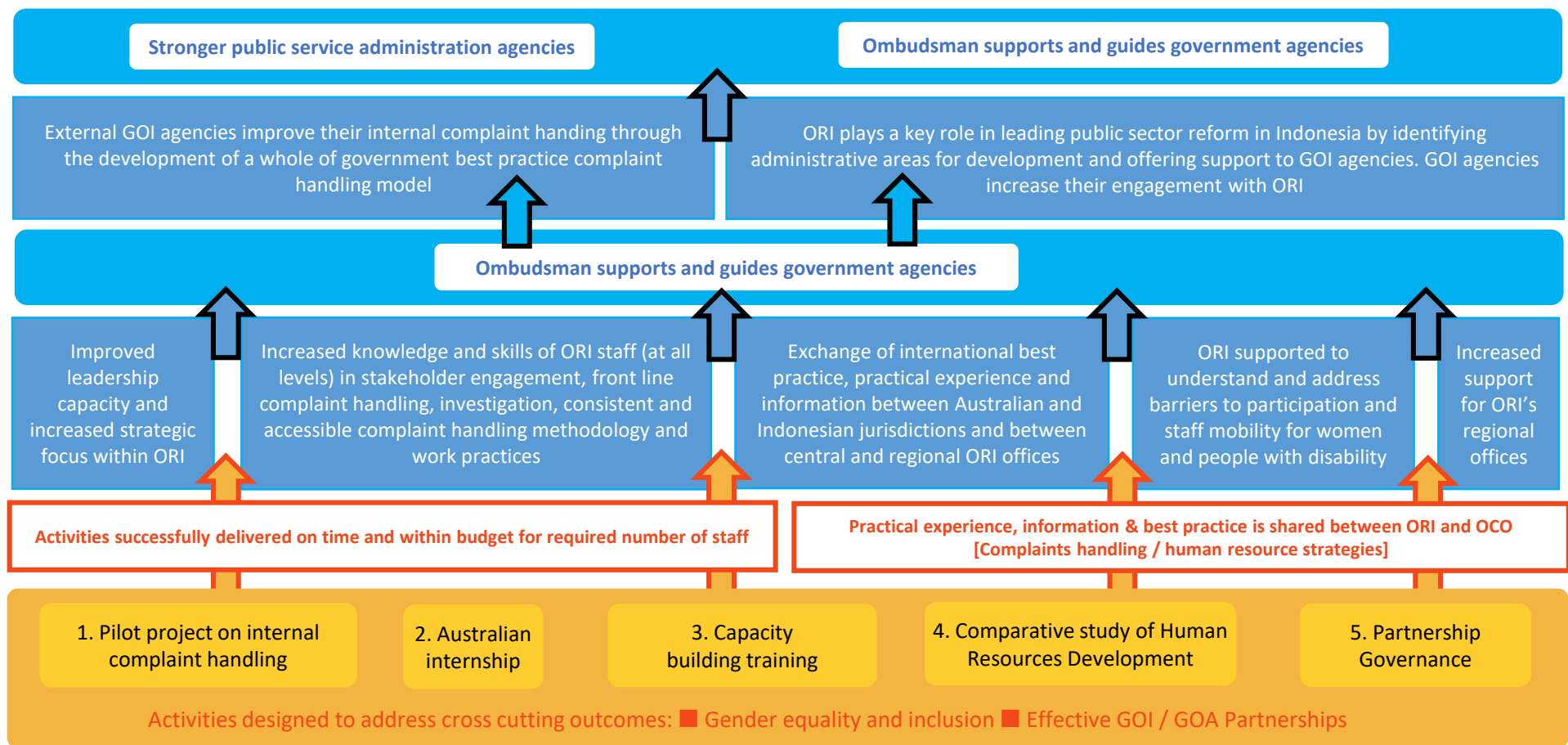


3 Improving public finances and government performance

3.3 Greater transparency and accountability of government

ORI supports GOI reform and is a leading integrity agency in the Asia-Pacific Region

Workplan designed to support cross cutting outcomes:
 ■ Increasingly capable government institutions ■ Effective GOI / GOA Partnerships
 ■ Gender equality and inclusion



PROSPERA Breakthrough outcome

PROSPERA outcome

Government Activity Longer Term Outcomes

End of Activity Outcomes

Intermediate Outcomes

Short term Outcomes

Activities



Attachment A: Monitoring and Evaluation Framework

ORI AND OCO PARTNERSHIP

1 JULY 2018 – 30 JUNE 2021

INTRODUCTION

This monitoring and evaluation framework will be applied for the period of 1 July 2019 - 30 June 2020 and will be updated for the 2020-2021 funding period.

[Note: this Monitoring and Evaluation Framework will be updated following detailed discussions with ORI delegates in the week of 10 June 2019, and further discussion with Russell McKay – to be submitted by end of July 2019]

MONITORING AND EVALUATION PRINCIPLES

Partners agree that the following principles will apply to the program's monitoring and evaluation:

Time	1. This Monitoring and Evaluation Framework will cease on 30 June 2020.
Scope	2. Monitoring and Evaluation will occur at both a Partnership level and at an activity level.
Responsibility	3. Monitoring and Evaluation requirements will be agreed (through this framework), planned (through program planning processes) and factored into implementation plans with a clear identification of partner responsibilities.
Methodology	4. Evaluation will be both quantitative and qualitative, and the process of thinking, planning, implementing and evaluation will (as much as possible be) continuous and simultaneous. 5. A variety of methods will be used to collect data and qualitative information.

MONITORING AND EVALUATION FRAMEWORK

The purpose of this framework is to articulate for both partners:

- the performance indicators
- data (quantitative and qualitative) and
- reporting required under the partnership,

To contribute to an overall view of the program's effectiveness and efficiency, the partnership will be monitored and evaluated at two levels:

- overarching program level
- for each specific activity.

To ensure its accuracy, data will be collected by both ORI and OCO as it applies to the activity, including data on cross cutting issues such as gender equality, accessibility and inclusion. The OCO will analyse the data in six monthly reports, including a comparison with previous reports. This will contribute to overall partnership objectives by enabling both ORI and the OCO to measure the success of the program, which will assist with the design of future activities.

PROGRAM LEVEL MONITORING AND EVALUATION

Key Performance Indicators	Timing	Method	Responsible Partner
Program Monitoring			
<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of activities completed • Number of participants • Number of female participants • Number of activities refined/adapted • Expenditure (cost-effective and within budget) <p><u>Qualitative</u></p> <p>Partnership health check:</p> <ul style="list-style-type: none"> • Senior leaders' perspective of partnership • Working level officers' feedback <p>DFAT reporting:</p> <ul style="list-style-type: none"> • Early review of activities undertaken (6 monthly report) 	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Six monthly and Annual Report to DFAT • Ongoing reviews • Face-to face discussions with ORI Ombudsman/ Senior leaders • Regular consultation with ORI working level officers 	<p>OCO to manage</p> <p>ORI to participate</p>
Program Evaluation			
<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Assessment of organisation effort towards the partnership • Have the overall program goals been achieved? • What, if any, factors outside the program have contributed or hindered the desired change? • What, if any, unintended change has occurred as a result of the program? <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Case Study of Internship (high level overview of the activity) • Senior perspective of partnership • Workshop with previous interns to inform future planning (undertaken during a Monitoring and Evaluation visit by OCO to ORI) 	<ul style="list-style-type: none"> • Ongoing 	<ul style="list-style-type: none"> • Interns surveyed • Case study for Annual Report • Face-to face discussions with ORI Ombudsman • Regular consultation with working level officers 	<p>OCO to manage</p> <p>ORI to participate</p>

ACTIVITY MONITORING AND EVALUATION

The table below describes each of the activities and the Monitoring and Evaluation which will be carried out by partners.

Activity	Description	Key Performance Indicators	Method	Responsible Partner
Activity 1	Pilot Program: Increase external Indonesian government agencies' internal Complaint Handling capacity to support a cohesive whole of government approach and best practice.	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> Development of a best practice model on handling complaints that can be implemented by all government agencies 	Data review Participation	ORI to manage OCO to provide technical and subject matter advice
Activity 2	ORI Internship (x10) to Australia	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of participating ORI jurisdictions Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> ORI assessment value of internships Survey feedback on Internship Case study Single greatest outcome of Internship (from ORI and OCO) 	Interviews Participant Survey Case study on activity	OCO to manage
Activity 3	Capacity Building Training	<u>Quantitative</u> <ul style="list-style-type: none"> Number of participants Number of participating regional jurisdictions Number of female participants Expenditure <u>Qualitative</u> <ul style="list-style-type: none"> Survey feedback on event and activity 	Participant survey Data review Case study	OCO to manage

Document 08
Contains deletions under FOI

Activity 4	Comparative study on Human Resources Development	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of participants • Variety in the level and organisation of participants • Number of female participants • Expenditure <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Discussion with ORI senior leaders - seeking feedback and assessment of the benefits gained from the comparative study <p>Evidence of:</p> <ul style="list-style-type: none"> • Sharing of best practice between ORI and OCO • Development of human resource policies and strategies e.g. inclusion, accessibility and learning and development policies 	Participant survey Data analysis	ORI to manage OCO to provide technical and subject matter advice
Activity 5	Monitoring and Evaluation/Senior Leadership visits to Indonesia/Australia: <ul style="list-style-type: none"> • by Australian delegation • by Indonesia delegation 	<p><u>Quantitative</u></p> <ul style="list-style-type: none"> • Number of participants • Number of female participants • Expenditure <p><u>Qualitative</u></p> <ul style="list-style-type: none"> • Delegation perspective of visit • OCO assessment of value 	Data review Participation	OCO to prepare Delegation to complete

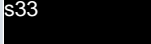

**Office of the Commonwealth Ombudsman (OCO) – Ombudsman Commission of Papua New Guinea (OCPNG)
 Twinning Program
 Forward Work Plan 1 July 2019 - 30 June 2020**

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
Administration and Staffing				
	N/A	s33	OCO International team supporting staffing costs and overheads	
Training			Training Target	
1. Bar Readers' Course	Melbourne – 24 August – 26 October 2019	s33	One OCPNG Officer to travel to Melbourne to undertake the Victorian Bar Readers' course. This activity has been approved by DFAT and arrangements have been made. Outcomes: <ul style="list-style-type: none"> • Advocacy skills and capability developed within the OCPNG's Office of Counsel. 	1 F
2. Basic investigations skills training	Port Moresby – February or March 2020	s33	Investigations skills training, to be co-delivered in-country by OCPNG and OCO (or an external expert consultant). May include multiple sessions, focusing on various focus areas such as report writing, interview skills and conducting own motion investigations. This training could be divided into streams run concurrently by OCO, including joint sessions for junior and more experienced investigators, to share thinking/experience.	Up to 40

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
			Training should also be delivered and tailored to officers from both Head Office and Regional Offices. Outcomes: <ul style="list-style-type: none"> Increased knowledge and skills of OCPNG staff (at all levels) in complaint handling, investigation and other technical functions. Train the trainer capability within the OCPNG is used and developed.	
3. Accredited investigation courses	Locations and dates TBC	s33	Support for up to 4 OCPNG officers to complete an accredited investigations course. OCO will explore in-country delivery options. Outcomes: Increased knowledge and skills of OCPNG staff (at all levels) in complaint handling, investigation and other technical functions.	
4. Leadership training	Locations and dates TBC	s33	Leadership training for middle management and team leaders. May include: <ul style="list-style-type: none"> short courses delivered in-country by the APSC or Pacific Institute of Leadership and Governance (Pacific Precinct) women in leadership workshops and mentoring other relevant courses (delivered in-country, in Australia, or with regional neighbours). 	

¹ DFAT advised that the Precinct funds all courses for public servants.

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
			<p>OCO will work with OCPNG to identify participants and appropriate courses and to assist with applications to the Department of Personnel Management (DPM) where needed.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> Leadership capability within the OCPNG is developed and fostered, including support for emerging female leaders. 	
<p>5. Complaint handling workshop</p>	<p>March/April 2020</p>	<p>§33</p>	<p>OCO to facilitate a complaint handling workshop to review OCPNG's current complaint handling practices and processes to identify areas of focus (ie Lean Management).</p> <p>Outcomes:</p> <ul style="list-style-type: none"> Improve processes and policies to ensure effective management of high-volume caseloads and difficult and complex complaints 	
<p>6. Leadership Awareness raising</p>	<p>Bougainville – dates TBC</p>	<p>§33</p>	<p>Outcomes:</p> <ul style="list-style-type: none"> OCPNG regional and head office leaders are supported through the transition period following the referendum of the autonomous region of Bougainville (AROB) OCPNG are supported to work with the government of PNG and other agencies to handle complaints post referendum. 	
<p>Technical support</p>				
<p>7. Leadership Division Annual Statements Project Phase 3</p>	<p>Locations and dates TBC, following consultation with OCPNG, noting that priority provinces are</p>	<p>§33</p>	<p>Support for the OCPNG's Annual Statement Assessment Unit to deliver Leadership Code education and awareness for leaders in provincial areas and/or to redesign the Annual statement form.</p>	

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
	Morobe, Northern, Hela, Southern Highlands, Gulf and Western, and AROB		Outcomes: <ul style="list-style-type: none"> OCPNG supported to raise awareness of Leadership Code obligations. Annual statement form simplified and streamlined to improve compliance. 	
8. Government Bodies Liaison Project - Phase 3	Location and dates TBC	§33 	Activities to implement effective complaint handling practices within government bodies, including: <ul style="list-style-type: none"> technical support for the OCPNG to develop a 'how to' guide for government bodies on setting up complaints processes supporting targeted complaint handling workshops and training for individual government bodies or provincial administrations other in-country and remote technical advice to support the project. Outcomes: <ul style="list-style-type: none"> Increased commitment by PNG government bodies to establish complaint handling processes and policies. OCPNG supported to develop effective complaint handling capability within a specific PNG government body/bodies.	This will depend on the activities chosen
Project placements				
9. Executive Officer Governance and Board Support	11-19 November 2019, Canberra (may include a short training course regarding secretariat support - 18 November)	§33 	OCPNG's Executive Officer will undertake a project placement with OCO's Coordination and Governance teams. The Executive Officer will study and develop tools to improve secretariat support for Members of the Commission. The placement will include observing a range of OCO's executive and stakeholder meetings. This activity may be combined with a short course on providing effective secretariat support.	1 M

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
			<p>Outcomes:</p> <ul style="list-style-type: none"> • More streamlined and effective secretariat and governance processes within the OCPNG, enhancing the efficiency of its corporate functions, decision making and management of strategic projects. 	
<p>10. Professional Development Placements</p>	<p>February 2020</p>	<p>§33</p>	<p>2 to 4 OCPNG officers to travel to Australia for a 2-week professional development placement. May be undertaken alongside staff from other Pacific integrity agencies. OCO will work closely with OCPNG to identify appropriate participants (for example, a mix of administration staff and investigators) and topic areas, tailored to its priorities and needs and the officers' skills and experience.</p> <p>Topic areas may include:</p> <ul style="list-style-type: none"> • Human resource development in areas such as staff wellbeing, learning and development (training) and mobility options • law enforcement oversight functions • agency education on effective complaint handling (GBLP co-ordinator) • mentoring of OCPNG emerging female leaders • complaint intake, early resolution and investigations • furthering OCPNG's learning and development policy into a plan for delivery and/or 	

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
			<ul style="list-style-type: none"> developing wellbeing strategy and plan communications strategy <p>OCO will work with OCPNG to identify participants for Professional Development Placements.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> Increased knowledge and skills of OCPNG staff in stakeholder engagement, strategic functions, complaint handling, investigation and other technical functions. Strengthened institutional partnership and transfer of expertise between OCPNG and OCO. Mentoring relationships identified and fostered. 	
Regional Engagement				
11. Regional ombudsmen/integrity agency conferences	Australian Public Sector Anti-Corruption (APSAC) Conference – 29-31 Oct 2019 Melbourne International Ombudsman Institute (IOI) 12th World	\$33	Support OCPNG attendance at relevant regional ombudsmen and integrity agency conferences which may include: Australian Public Sector Anti-Corruption (APSAC) Conference <ul style="list-style-type: none"> The APSAC Conference, the leading anti-corruption event in Australia. Conference theme: 'Identifying Challenges, Finding Solutions'. Will be combined with senior leadership engagement (including, if possible, the Victorian Ombudsman) and a visit to OCO's Melbourne Office. IOI 12th World Conference:	
			1 Senior OCPNG leader or officer per event	

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
	Conference – Dublin, Ireland, May 2020 Other similar/identified conferences		<ul style="list-style-type: none"> The IOI 12th World Conference theme will be “Giving Voice to the Voiceless”. It will feature international best practice in working with groups of people who have difficulties in accessing our services, but who are often most in need of our interventions. Sessions will include examples of innovative Ombudsman work with prisoners, with refugees and asylum seekers, with first nations, with the rural poor, with people with learning disabilities and with mental health problems. (link at: https://www.theioi.org/ioi-news/current-news/12th-ioi-world-conference-to-be-held-in-dublin-in-may-2020) <p>May include other events/conferences.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> Support senior leadership engagement. Regional engagement and networking. Exchange of international best practice on Ombudsman functions and anti-corruption measures. 	
Monitoring and Evaluation				
12. Monitoring and Evaluation	October 2019 (Port Moresby)	s33	<p>M&E visit to PNG to be combined with the delivery of other activities where possible.</p> <p>October 2019 – 2x OCO officers to visit Port Moresby Undertake monitoring & evaluation visits for detailed forward planning, program evaluation and preparation of mid-year program reports. OCO officers will also facilitate a workshop session with OCPNG team leaders to reflect on previously delivered activities, and seek insight on current</p>	

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details	
	April 2020 (Canberra)	s33 [Redacted]	<p>areas of focus to ensure future program activities continue to support OCPNG to meet changing and emerging needs and priorities.</p> <p>April 2020 – up to 3 OCPNG officers to visit Canberra</p> <p>Undertake end of program monitoring & evaluation visits for detailed forward planning, program evaluation and preparation of end of program reports.</p> <p>This visit will also promote networking and opportunities to share experiences with senior leaders from integrity agencies from Indonesia, the Solomon Islands and Samoa.</p> <p>Outcomes:</p> <ul style="list-style-type: none"> • Opportunities for program enhancements identified. • Program and activities adapted to ensure ongoing relevance. • Strengthened institutional partnership. 	
Partnership Governance				
13. Senior Leadership engagement	April 2020 (Canberra)	s33 [Redacted]	<p>Senior Leadership visit to PNG to be combined with the delivery of other activities where possible.</p> <p>April 2020 – up to 3 OCPNG officers to visit Canberra (this will be combined with M&E in Canberra)</p> <p>Undertake end of program monitoring & evaluation visits for detailed forward planning, program evaluation and preparation of end of program reports.</p>	

Activity Stream	Indicative timing & location	Approximate Budget	Activity Details
			This visit will also promote networking and opportunities to share experiences with senior leaders from integrity agencies from Indonesia, the Solomon Islands and Samoa. Outcomes: <ul style="list-style-type: none"> • Opportunities for program enhancements identified. • Program and activities adapted to ensure ongoing relevance. Strengthened institutional partnership.
Total Activity Budget		s33	

SUMMARY		
Total staffing and overheads ²	s33	
Total activity costs	s33	
Total program budget*	s33	

Funds received for 2019-20	s33	
Rollover of unexpended funds from 2018-19	s33	
Total funds for 2019-20	s33	

* Management of annual work plans, including changing funding allocations between activities (to accommodate for fluctuations in travel costs and currency exchange rate variations), is at the discretion of OCO, provided activities fall within the scope of the partnership program and OCO does not exceed the overall annual budget.

² The proposed staffing budget includes one full-time EL1 employee, 50 per cent of one full-time APS 5 employee and, 7 per cent of one full-time EL2 employee, plus superannuation of 15.4 per cent. Overhead costs include additional costs incurred during the management of the program, such as staff vaccinations.

**Office of the Commonwealth Ombudsman (OCO), Office of the Ombudsman of Samoa (OOS) & Samoa Audit Office (SAO)
Annual Work Plan 2019-2020**

ADMINISTRATION COSTS		
International Team supporting staff costs and overheads		\$33
Supporting staff costs		\$33
3% of total program budget		\$33
Total Administration costs		\$33
ACTIVITY COSTS		
1. Training and Technical Assistance		
Activities to build skills and technical capability which may include one or more of the following:		
Activity	Specifics	Approx Budget
1a. Investigations and Audit training - Basic Fraud and Financial Crime Investigation Course Training tailored to needs of the OOS and the SAO in areas of Investigations, Examination and Audit. Training to be delivered by an external trainer specialising in audit functions (President, Association of Certified Fraud Examiners, Brisbane chapter)	Number of participants: approximately 20 Location: Apia, Samoa Date: March 2020	\$33
1b. Certificate IV in Government Investigations Support for two officers from OOS and two officers from SAO to complete a government investigation course delivered by Investigation Compliance and Enforcement Training Systems (ICETS) in Brisbane, Australia.	Number of participants: 4 officers Location: Brisbane, Australia Date: 3 - 14 February 2020	\$33
1c. Certification by Association of Certified Fraud Examiners (CFE) Support for four officers (2 x OOS and 2 x SAO) to complete the CFE Preparation Course and undertake the examination online in Apia.	Number of participants: 4 officers (2 x OOS and 2 x SAO) Location: Apia, Samoa (online) Date: Commencing October 2019	\$33
Subtotal for Activity 1		\$33
2. Leadership Engagement & Mentoring/Regional Engagement		
Activity	Specifics	Approx Budget
2a. Senior leadership engagement visit to Apia, Samoa by OCO One OCO senior leader and one OCO support officer to visit OOS and SAO to discuss the partnership program. OCO recommends this be combined with activity 1a. (Investigations and Audit training) for efficiency.	Number of participants: 2x OCO officers Location: Apia, Samoa Date: March 2020	\$33
2b. SAO and OOS attendance at relevant international conferences and events, for example: • International Ombudsman Institute (IOI) 12th World Conference - May 2020 - The IOI Conference Theme will be "Giving Voice to the Voiceless". It will feature international best practice in working with groups of people who have difficulties in accessing our services, but who are often most in need of our interventions. Sessions will include examples of innovative Ombudsman work with prisoners, with refugees and asylum seekers, with first nations, with the rural poor, with people with learning disabilities and with mental health problems. (link at: https://www.theioi.org/ioi-news/current-news/12th-ioi-world-conference-to-be-held-in-dublin-in-may-2020)	Number of participants: 1x OOS officer Location: Dublin, Ireland Date: 17 – 22 May 2020	\$33
2c. Leadership and mentoring program Mentoring of emerging OOS and SAO leaders through the exchange of materials, contacts and other support. OCO will work closely with OOS and SAO to identify subject areas tailored to the organisations' priorities and needs and the relevant officers' skills and experience. OCO anticipates this will likely be combined with other activities.	Number of participants: up to 6 participants (3x OOS and 3x SAO) Location: Samoa and Australia Date: Ongoing, proposed commencement October 2019	\$33
Subtotal for Activity 2		\$33
3. Monitoring & Evaluation		
Activity	Specifics	Approx Budget
Two officers (1x OOS and 1x SAO) to visit Australia for forward planning and program monitoring and evaluation. Visits may be combined with other activities for efficiency.	Number of participants: 2 officers (1x OOS and 1x SAO) Location: Canberra, Australia Date: April 2020	\$33
Subtotal for Activity 3		\$33
4. Unexpended funds from 2018-19		
Activity	Specifics	Approx Budget
Purchase of essential office equipment to support the administration and management of investigation processes of OOS and SAO.	Filing cabinet Digital recorder Digital camera Projector Projector screen Wall mount (for screen) Whiteboard	\$33
Support for activities under 2019-20 program.	TBC	\$33
Subtotal for Activity 4		\$33
TOTAL ACTIVITY COSTS		\$33
TOTAL BUDGET (Administration & Activity costs)		\$33

Refer to clause 3.1 and 3.2 of the Schedule



Partnership between the Office of the Commonwealth Ombudsman, the Office of the Ombudsman of the Solomon Islands (OOSI) and the Leadership Code Commission (LCC).

Forward Work Plan 2018-19

Office of the Commonwealth Ombudsman

international@ombudsman.gov.au

Introduction

This document outlines the situational analysis and 2018-19 forward work plan for the bilateral partnership between the Office of the Commonwealth Ombudsman (OCO), Office of the Ombudsman Solomon Islands (OOSI) and the Solomon Islands' Leadership Code Commission (LCC), known as the Partnership Program.

The Partnership Program is funded by the Department of Foreign Affairs and Trade (DFAT) under *Activity Schedule 27 to the Record of Understanding 14433* (Activity Schedule 27). The Partnership Program promotes the implementation of effective governance policies and is intended to strengthen the governance of institutions in the Solomon Islands. This supports the overarching objectives of the Australian aid policy to reduce poverty and enhance stability and prosperity in the region. This proposal has been developed with reference to DFAT's Aid Programming Guide¹ and follows consultation and planning discussions with the OOSI and LCC leadership team and staff in Honiara in July 2018.

2018-19 Forward Work Plan

The 2018-19 forward work plan comprises four streams of work:

- Technical assistance
- Training
- Regional engagement
- Senior Leadership engagement

An overview of the activities under these streams, proposed timelines and resources is at **Attachment A**. The situational analysis and rationale for each of these activities is outlined below.

Situational Analysis

Technical assistance

The development and implementation of an effective complaint handling function with Solomon Islands Government Ministry of Public Service

The OOSI has identified that a priority area is to implement a complaint handling system with Solomon Island Government (SIG) ministries, departments and provincial authorities. In January 2016 the OOSI finalised a report on the Solomon Island Government's complaint handling administration. The report indicated that there was a lack of complaint handling mechanisms in government agencies for members of the public to make complaints about decisions and services of the relevant Minister of Public Services (MPS). The report established there is a need for the Solomon Government, through the MPS, to design a standard guideline for addressing complaints². The OOSI has indicated support provided through the Partnership Program will assist the OOSI to achieve this strategic objective.

¹ <http://dfat.gov.au/about-us/publications/Pages/aid-programming-guide.aspx>

² CHS Survey Report, p13

Finalising the OOSI Corporate Strategic Plan 2018-2022

During the funding proposal consultation process the OOSI identified a specific need for technical assistance to finalise their corporate strategic plan. Following consultations about the project requirements, in June 2018 the partners agreed to a Project Plan to deliver the activity. A detailed desktop assessment of the draft *Corporate Strategic Plan 2018-2022* was undertaken by OCO, with initial written and verbal feedback provided to OOSI. In July 2018, a workshop was conducted with OOSI staff to develop and finalise the corporate plan.

Development of policy guidelines for Conflict Of Interest (OOSI and LCC)

The LCC has identified that developing policy guidelines for Conflict of Interest (COI) is a key priority area. Currently, the LCC do not have an existing policy or operational guidelines to manage COI. The LCC's mandate also includes overseeing leaders' compliance with the LC which includes addressing COI in the course of official duties. The LCC anticipates that the policy developed through this activity will form the basis of a COI policy, education and awareness campaign for leaders in its jurisdiction.

Training

The following activities have been identified by both OOSI and LCC as current priority areas of capacity building and training needs.

Government Investigations Training

The Certificate IV and Diploma in Government Investigations training is a nationally recognised qualification in Australia. It is delivered by the Investigation, Compliance & Enforcement Training Systems (ICETS) in Australia. Both the OOSI and LCC has embarked on a staff development plan to equip their investigation staff with this qualification within the next few years to support them to effectively and efficiently carry out their duties.

The lessons learnt from the Pacific Governance and Anti-Corruption Program (PGAC)³ include the need for flexibility in program design to leverage opportunities that emerge organically through direct engagement between partners during the funding period. Initiatives such as the flexible project funding activity provide partners with the opportunity to identify appropriate activities that will achieve program outcomes, and build upon existing organisational strategies. The flexible funding is targeted to high impact projects aimed at improving institutional capability.

In 2017 the OOSI successfully bid for flexible funding for two Investigation Officers (IOs) to complete the Certificate IV course in Australia. The IOs reported that the training equipped them with new skills and techniques, including for implementing compliance standards when dealing with evidence that would later be presented to court.

This Partnership Program will cover the course fees and travel costs for three OOSI staff and one LCC officer to undertake the Certificate IV in Brisbane in October 2018. This will use up OOSI's portion of the Flexible Funding pool.

³ Pacific Governance and Anti-Corruption Program, Annual progress Report 2017-18

Investigation Training

There is a strong preference by both OOSI and LCC that this training is delivered in-country, to reduce staff time away from their usual duties and to maximise the number of staff who are able to participate in the training. Both the LCC and OOSI have indicated that their current training needs include:

- Investigation plans
- Interview skills and taking formal statements
- Note taking and record keeping
- Dealing with difficult complainants (esp. aggressive and persistent complainants)
- forensic auditing of financial statements (assessing records to identify potential or actual corruption), and
- standards of evidence (particularly where records may be used as evidence in a court of law).

Annual Report Writing

As part of the OCO's Partnership Program with the OCPNG, the OCO plans to conduct an annual report writing workshop in Port Moresby in October 2018. The workshop will involve training in report writing and a hands-on workshop in which participants will bring material and case studies to write up into content for inclusion in the respective Annual Report. The OCO has sourced an expert to develop training materials for the workshop, and will own the intellectual property of the documentation.

s47F Principal Research Officer, writes the OOSI's content for their Annual Report, supported by statistics provided by other teams. OOSI indicated that it will be beneficial for s47F to participate in the OCPNG workshop. A s47F participation in the OCPNG Annual Report Writing workshop is not specifically provided for in the Partnership Program, the OCO has considered options available to facilitate further training for annual report writing training for OOSI. The OCO will endeavour to provide s47F with the training materials developed for the OCPNG workshop, along with ongoing support by the trainers.

Financial Management Training

The *Ombudsman Act 2017* established the OOSI as an independent body. This is the first year the OOSI have been allocated a budget to independently manage as previously the Office of the Prime Minister & Cabinet's Accounts Division managed the OOSI's budget. The OOSI included in its 2018 funding bid to the Solomon Islands' Government a request for a Finance officer, however they did not receive any funding to create this position. The responsibility to manage OOSI finances has been given to an existing staff member, s47F in the Corporate Services Division. s47F is trained in administrative management but does not have any financial management qualifications or experience. Training is needed for s47F to equip him with the skills needed to administer the OOSI's finances.

Currently s47F is managing the finances (procurement of goods and services) using a spreadsheet, but could benefit from an experienced finance officer working alongside him to provide technical support to set up and manage a spreadsheet to track the finances. OOSI is making enquiries locally to see if they can obtain some assistance through other contacts and programs. Funding for this training is not included in the Partnership Program, however, we will continue to liaise with the OOSI about this with a view to providing assistance in future years.

Australian Ombudsmen Project-based Internship for LCC and OOSI staff member with OCO

Professional development of staff contributes to enhanced individual and institutional capability, career development opportunities and improved staff retention. In capability self-assessments facilitated by DFAT, the LCC and OOSI indicated that current staff knowledge and skills to undertake required roles are adequate and basic, respectively, and have sought assistance to address this through staff training.

The OOSI indicated that it is interested in exploring the idea of an OOSI staff member undertaking an internship with the OCPNG, funded through the Partnership Program. Some considerations include the capacity of the OCPNG to coordinate the learning activities of the intern and how the OCO could ensure the internship meets program outcomes. It is intended that this idea be considered in future program years. The OCO will continue to consult with the LCC further to determine a focus area, including providing a range of options for consideration. These options will be based on the OCO's areas of technical expertise and understanding of the needs of the LCC.

Regional engagement

This program builds on our experience delivering previous programs in the region involving the Solomon Islands, including the Pacific Integrity Network (PIN) and the Pacific Ombudsman Alliance. In particular, interim lessons learnt through the ceasing PIN program indicate that regional engagement was a central and significant component of the program⁴. Participation in relevant associations and the maintenance of networks ensures that the practices of OOSI and LCC reflect leading practice in the industry.

This is also an area of comparative advantage for our Office as the implementing agency, with well-established relationships with regional ombudsmen and integrity bodies over many years of engagement under the former programs.

Regional Integrity Agency Leaders' Forum

The OOSI and LCC will host a forum of regional ombudsmen, integrity bodies and other relevant SIG integrity, law-enforcement and government bodies in Honiara in May 2019. This will support leaders to engage with one another on high-level anti-corruption strategy and cooperation which furthers these institutional and peer-to-peer relationships and networks, fostering transfer of regional knowledge. Mr Michael Manthorpe, Commonwealth Ombudsman, intends to travel to Honiara to attend the forum and meet with leaders.

The OCO will provide assistance to facilitate the forum, where required, including logistics and program design.

Other Regional Engagement Activities

Direct, peer-to-peer engagement between regional leaders to discuss strategic approaches to current and emerging issues in audit and detection of corruption in public administration is vital to sustaining cooperation of integrity bodies. This proposal provides for two (one OOSI and one LCC) leader to attend a relevant conference and/or meeting with regional counterparts. The timing, attendees and purpose of each conference/meeting, will be discussed and considered by the OCO, OOSI and LCC to ensure the meetings have a clear strategic purpose and outcome relevant to program outcomes.

⁴ PGAC Proposed Program Variation 2017

Senior Leadership engagement

The Partnership Program is underpinned by an existing collaborative relationship at both senior and working levels between the OCO, OOSI and LCC. Continuing engagement at the most senior institutional levels is critical to maintaining and enhancing relationships between the partners. The Partnership Program will support continued senior leadership engagement that includes include high level discussions about the challenges and achievements of the partnership and future opportunities.

Monitoring and Evaluation

Program reporting supports effective program management, demonstrates accountability and improves program effectiveness. Reporting will be in line with requirements under Activity Schedule 27. In addition to formal reporting, the International Team will provide feedback to DFAT following completed activities.

Monitoring and evaluation will be undertaken by the partners for individual activities conducted under the program, as well as overall outcomes of the whole of the program. The Monitoring and evaluation will be conducted in accordance with Activity Schedule 27 and with reference to the Solomon Islands Governance Program Monitoring, Evaluation and Learning Framework (MEL).

Responsibility for collecting monitoring data and undertaking evaluation will be shared by the OOSI, LCC and OCO. Monitoring will be both qualitative and quantitative (where possible) and will be conducted by activities such as dialogue with partners, observations during visits to field sites and the collection of data on key deliverables. Two review and evaluation meetings between the OCO, OOSI and LCC will be held during the program period. Monitoring and evaluation activities requiring travel by the partners will be aligned with program activities, wherever possible, for cost efficiency.

Partnership Program with Solomon Islands Accountability Institutions

Updated Work Plan - June 2019 to October 2019

Activity Title:

Activity Schedule 27 to the Record of Understanding No.14433 to support the Partnership between the Office of the Commonwealth Ombudsman, the Office of the Ombudsman of the Solomon Islands and the Leadership Code Commission.

Name of implementing agency:

Office of the Commonwealth Ombudsman (OCO)

Name of counterpart agencies:

Office of the Ombudsman of the Solomon Islands (OOSI) and Leadership Code Commission (LCC)

Training

Government Investigations Training

OOSI and LCC have identified the Certificate IV in Government Investigations course as a priority for delivery under the Partnership Program's flexible funding component. Both partners have embarked on a staff development plan to equip their investigation staff with this qualification within the next few years.

In October 2018, three OOSI officers and one LCC officer completed the Certificate IV training in Australia through Investigation Compliance & Enforcement Training Systems (ICETS) using the flexible funding. The remaining flexible funding budget (in addition to some reallocated funds from Activity 3 – Investigation Training) is being used to enrol another two LCC officers in the Certificate IV course being held in Sydney from 5 – 16 August 2019. The two week face-to-face delivery mode will provide the officers with dedicated time and support to complete the topics, rather than requiring self-paced online study around work commitments.

Technical Assistance

Phase 1: Complaint Handling System (CHS) project

A key priority area for OOSI is the development and implementation of an effective complaint handling system within Solomon Islands government ministries, departments and provincial authorities. This is a long term plan for OOSI, and is intended to be delivered across different phases.

In January 2016, OOSI finalised a report which found there was a lack of complaint handling mechanisms within the Solomon Islands Government (SIG) for the public to make complaints. Many complaints OOSI receives could be resolved more efficiently at the ministry level. In August 2018, OOSI conducted a two day workshop with various government ministries on the importance of developing an effective complaint handling system. The next step is to work on developing a best practice complaint handling model for dissemination to Solomon Islands Government ministries.

In August 2019 (dates to be confirmed), two OCO officers will travel to Honiara to work with OOSI on developing a best practice complaint handling guide or model for SIG ministries; and a strategy for promoting the complaint handling model to those ministries. The delegation and OOSI may also meet with one or two SIG ministries to discuss the project and gain their support.

Senior Leadership Engagement

Commonwealth Ombudsman visit to Solomon Islands

Ms Fiona Sawyers, Senior Assistant Ombudsman – Strategy Branch, will travel to the Solomon Islands to engage in leadership discussions with OOSI and LCC. We are hoping this visit will take place in conjunction with the CHS project.

Hosted Meeting of Pacific Ombudsmen and integrity bodies in Solomon Islands or other regional location

The Hosted Meeting had been postponed from May 2019 to August 2019. However, the leaders have since agreed that the August timeframe is no longer suitable for either party and were interested in postponing the event to May 2020.

For this reason, we will be unable to deliver the activity within the current partnership timeframe and hope that it may instead be included in a future agreement.

Selected regional leadership meetings with Ombudsmen and allied integrity bodies

Australian Public Sector Anti-Corruption Conference (APSACC)

The funding allocated to 'Activity 4: Selected regional leadership meetings with Ombudsmen and allied integrity bodies' was used to fund the Solomon Islands leaders' attendance at the Australasian and Pacific Ombudsman Region (APOR) conference in November 2018.

As we have some remaining funds from this activity budget and other completed activities, we are proposing to use these to fund one OOSI and one LCC officers' attendance at the upcoming APSAC conference in Melbourne on 30 and 31 October 2019.

Please see the table below for a breakdown of how we intend to reallocate the remaining funding.

Budget Table: June – October 2019

Activity	Overall activity budget	Spent	Remaining	Status	Funding reallocation
1. Technical Assistance to OOSI to finalise Corporate Strategic Plan	s33	s33	s33	Completed	
2. Flexible Funding – Cert IV in Government Investigations	s33	s33	s33	Ongoing	Approx s33 in unspent funds from Activity 3 have been reallocated to the Flexible Funding to enrol two LCC officers in the Certificate IV in August 2019.
3. Investigation training	s33	s33	s33	Completed	
4. Selected regional leadership meetings with Ombudsmen and allied integrity bodies (e.g. APOR, APSACC)	s33	s33	s33	Completed	We are proposing to reallocate approx. s33 in unspent funds from Activity 3 to fund one OOSI and one LCC officers' attendance at the Australian Public Sector Anti-Corruption Conference (APSACC) from 30-31 October 2019.
5. Professional Development Placement with OCO	s33	s33	s33	Completed	
6. Conflict of Interest project	s33	s33	s33	Completed	
7. Complaint Handling System project	s33	s33	s33	Ongoing	
8. Commonwealth Ombudsman visit to Solomon Islands	s33	s33	s33	Ongoing	
9. Hosted Meeting of Pacific Ombudsmen and integrity bodies in Solomon Islands	s33	s33	s33	Not completed	Funding to be returned to DFAT or transferred to a future partnership agreement.
10. Leadership Visit to Australia and Monitoring & Evaluation	s33	Not yet available	Not yet available	Completed	

Office of the Commonwealth Ombudsman (OCO) Office of the Ombudsman of the Solomon Islands (OOSI) and the Leadership Code Commission (LCC) June - October 2019				
Activity	Activity Details	Overall activity budget	Status	Funding reallocation
N/A	Staffing and Overheads	§33		
1. Technical Assistance to OOSI to finalise Corporate Strategic Plan	During the consultation process OOSI identified a specific need for technical assistance to finalise their corporate strategic plan. A detailed desktop assessment of the draft Corporate Strategic Plan 2018-2022 was undertaken by OCO with initial written and verbal feedback provided to OOSI. In July 2018, a workshop was conducted with OOSI staff to develop and finalise their corporate plan.	§33	Completed	
2. Flexible Funding - Cert IV in Government Investigations	OOSI and LCC identified the Cert IV in Government Investigations course as a priority for delivery under the Partnership Program's flexible funding component. In October 2018, three OOSI officers and one LCC officer completed the Cert IV training course in Australia through Investigation Compliance & Enforcement Training Systems (ICTES) using the flexible funding.	§33	Ongoing	Approx. §33 in unspent funds from Activity 3 have been reallocated to the Flexible Funding to enrol two LCC officers in the Certificate IV in August 2019.
3. Investigation Training	Two OCO officers travelled to the Solomon Islands to deliver an Investigations Training skills workshop over three days to OOSI and LCC staff.	§33	Completed	
4. Selected Regional Leadership Meetings with Ombudsman and Allied Integrity Bodies (for example, APOR and APSACC)	Leaders from the Solomon Islands were funded to attend the Australian and Pacific Ombudsman Region (APOR) conference in November 2018.	§33	Completed	We are proposing to reallocate approx §33 in unspent funds from this activity and others will be used to fund one OOSI and one LCC officers' attendance at the Australian Public Sector Anti-Corruption Conference (APSACC) from 30-31 October 2019.
5. Professional Development Placement with OCO	One officer each from OOSI and the LCC participated in the Professional Development Placement over a two week period. This Placement was designed to meet their specific learning needs.	§33	Completed	
6. Conflict of Interest Project	The LCC had identified developing policy guidelines concerning conflict of interest as a key priority area. A consultant was engaged to deliver the workshop in Honiara and an OCO staff member also went in a support role.	§33	Completed	
7. Complaint Handling System (CHS) Project	Two OCO officers will travel to Honiara to work with OOSI to develop a best practice complaint handling guide or model for SIG ministries. A strategy for promoting the complaint handling model to those ministries will also be developed. The OCO delegation and OOSI may also meet with one or two SIG ministries to discuss the project and gain their support.	§33	Completed	
8. Senior Leadership visit to Solomon Islands	The Commonwealth Ombudsman, or a senior delegate will meet with OOSI, LCC and DFAT to engage in high level discussions on the partnership program. Likely to be combined with another activity, such as the CHS project workshop.	§33	Completed	
9. Hosted Meeting of Pacific Ombudsman and Integrity Bodies in Solomon Islands	This meeting was originally postponed from May 2019 to August 2019. It has since been determined between the both partners that May 2020 would be a more suitable time to host this event. As such, this activity will not be delivered within the current partnership timeframe.	§33	Not completed	Funding to be returned to DFAT or transferred to a future partnership agreement. It is hoped that this event may be included in a future agreement.
10. Leadership Visit to Australia and Monitoring and Evaluation	The Solomon Islands Ombudsman and the Chairman of the LCC (plus two SI support staff) travelled to Australia to participate in two days of monitoring and evaluation discussions. This activity also included high level discussions between senior leadership about the challenges and achievements of the partnership, as well as future opportunities.	§33	Completed	