

GRANT AGREEMENT

BETWEEN

COFFEY INTERNATIONAL DEVELOPMENT PTY LTD

AND

Najmah

FOR

**To Get Tested or Not: A Project to Reduce Stigma around COVID-19
and HIV Testing in Indonesia**

THIS AGREEMENT is made this Wednesday, 11 January 2021

BETWEEN:

COFFEY INTERNATIONAL DEVELOPMENT PTY LTD, ABN 63 007 889 081 as the managing contractor of the Australia Awards in Indonesia program on behalf of the Australian Government's Department of Foreign Affairs and Trade (DFAT), a duly registered Australian company located at 33 Richmond Road, Keswick SA 5035, Australia, referred to as "**Coffey International Development**".

AND

Najmah, of Jl KH Azhari 13 Ulu lorong Jaya No 151 Rt 07 Palembang 30263 with ID Number (KTP) 1671036407830004 hereinafter referred to as the "**Grantee**"

RECITALS:

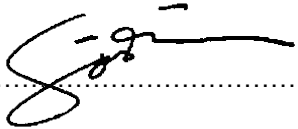
- A. Coffey International Development as the managing contractor of Australia Awards in Indonesia on behalf of DFAT wishes to provide the Grantee with a Grant to undertake the Project.
- B. The Grantee wishes to accept the Grant subject to the terms and conditions in this Agreement.
- C. The Grantee acknowledges and agrees that Grant payments do not constitute consideration for anything done by the Grantee in favour of DFAT or Coffey International Development.


OPERATIVE:

Coffey International Development and the Grantee promise to carry out and complete their respective obligations in accordance with this Agreement including the conditions and schedules contained herein.

SIGNED BY THE PARTIES AS AN AGREEMENT

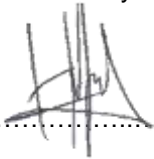
EXECUTED by **COFFEY INTERNATIONAL DEVELOPMENT PTY LTD** by its duly authorised representative:


.....
Witness 

)
)
)
) 
Signature

Saidi Umar Danny
.....
Witness Full Name

SIGNED for and by the **Grantee** in the presence of:

.....
Witness 

)
)
) 
Signature

Happy Mira Jordanti
.....
Witness Full Name

AGREEMENT CONDITIONS

1. INTERPRETATION AND DEFINITIONS

In this Agreement, including the recitals, unless the context otherwise requires:

- 1.1 **Acquittal Statement** means a statement acquitting the Grant against the budget in the Project Proposal.
- 1.2 **Agreement** means this Agreement and includes the conditions and any schedules and annexes.
- 1.3 **Agreement Material** means all material created or required to be developed or created as part of, or for the purpose of undertaking the Project, including documents, equipment, information data, sounds and images stored by any means.
- 1.4 **Business Day** means a day on which Coffey International Development is open for business.
- 1.5 **Fraudulent Activity, Fraud or Fraudulent** means any act of dishonestly obtaining a benefit or causing a loss by deception or other means including: theft; obtaining property, a financial advantage or any other benefit by deception; causing a loss, or avoiding or creating a liability by deception; providing false or misleading information, or failing to provide information where there is an obligation to do so; making, using or possessing forged or falsified documents; bribery, corruption or abuse of position; unlawful use of computers, vehicles, telephones and other property or services; divulging confidential information to outside sources; hacking into, or interfering with computer systems; any offences of a like nature to those listed above; and includes alleged, attempted, suspected or detected Fraud.
- 1.6 **Grant** means the amount of money as specified in the clause titled "Grant Amount and Payment" of this Agreement that has been approved by Coffey International Development and paid to the Grantee subject to the conditions outlined in this Agreement for the Project.
- 1.7 **Independently Audited** means financial records audited by a certified financial professional that is in no way linked or associated with the Project or the Parties.
- 1.8 **Intellectual Property** means all copyright and all rights in relation to inventions (including patent rights), trademarks, designs and confidential information, and any other rights resulting from intellectual activity in the industrial, scientific, literary, and artistic fields recognised in domestic law anywhere in the world.
- 1.9 **Partner Government** means the Government of Indonesia
- 1.10 **Partner Country** means Indonesia in which the Project is to be undertaken in whole or in part.
- 1.11 **Party** means Coffey International Development or the Grantee with which this Agreement is being entered.
- 1.12 **Personnel** means the personnel of the Grantee engaged in the performance of the Project, including the Grantee's employees, subcontractors, agents and volunteers.
- 1.13 **Prior Material** means all material developed by the Grantee or a third party independently from the Project whether before or after commencement of the Project.
- 1.14 **Project** means the activity described in the Project Proposal for which the Grant is provided.

- 1.15 **Project Proposal** means the specific tasks and budget associated with the Project included as Schedule 1 to this Agreement.
- 1.16 **Quarterly Financial Report** means the expenditure Acquittal Statement as designated on the ASG Reporting Timeline in Schedule 1.
- 1.17 **Relevant List** means the lists of terrorist organisations made under Division 102 of the Criminal Code Act 1995 (Cth) and the Charter of the United Nations Act 1945 (Cth) posted at: <https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>
- 1.18 **Reporting Material** means all material which the Grantee is required to provide to Coffey for reporting purposes as specified in this Agreement and includes any Prior Material that is incorporated in or supplied with the Reporting Material.
- 1.19 **Similar List** means any similar list to the World Bank List maintained by any other donor of development funding.
- 1.20 **World Bank List** means a list of organisations maintained by the World Bank of "Ineligible Firms and Individuals" posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

Agreement prevails

- 1.21 If there is any inconsistency (whether expressly referred to or to be implied from this Agreement or otherwise) between the provisions of this Agreement ("Agreement Conditions") and those in the schedules, the schedules are to be read subject to the Agreement Conditions and the Agreement Conditions prevail to the extent of the inconsistency.

2. TERM OF THE AGREEMENT

- 2.1 The term of this Agreement commences upon execution by both parties being the date indicated at the front of this Agreement and continues until all obligations have been fulfilled under this Agreement, unless terminated earlier in accordance with this Agreement.
- 2.2 The Grantee must commence the Project no later than **1 February 2021** (Project Start Date) or as agreed between the parties and must complete the Project by **31 December 2021** (Project End Date) or as agreed between the parties.

3. NOTICES

- 3.1 For the purpose of serving notices to either Party, a notice given under this Agreement:
- 3.1.1 must be in writing, signed by the Party serving the notice, or other authorised officer, marked for the attention of the person set out in clause 3.2, and sent to that person's relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia), or by email to the person's email address; and
- 3.1.2 will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day after posting (or seventh if posted to or from a place outside of Australia), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.
- 3.2 For the purposes of this Agreement, the address of a Party is the address set out below or another address of which that Party may give notice in writing to the other Party:

Coffey International Development:

Daniel Hunt
Program Director
Australia Awards in Indonesia

Gedung Wirausaha, 7th Floor
Jalan HR Rasuna Said, Kav C-5, Kuningan Jakarta 12940

Grantee:

Najmah

Project Leader

JL KH Azhari 13 Ulu lorong Jaya No 151 Rt 07 Palembang 30263

Phone: +628983039128

Email Address: najem240783@yahoo.com

- 3.3 Each Party to the Agreement shall provide to the other at least seven (7) days' written notice of any amendments to the details listed above.
- 3.4 No communications are to be sent to DFAT directly unless expressly required by either DFAT or Coffey International Development.

4. GENERAL CONDITIONS

- 4.1 The Grantee must carry out the Project in accordance with the Project Workplan, Project Budget and Cashflow and the terms and conditions of this Agreement.
- 4.2 The Grantee must provide the signed partnership agreement between consortium members where applicable.
- 4.3 Where a Grantee is working in partnership with a government agency or organisation, the Grantee must provide a written agreement from that government agency or organisation.
- 4.4 The Grantee must advise Coffey International Development immediately of any difficulties or delays in implementation of the Project that might result in the need for changes to be made to the work plan or budget.
- 4.5 The Grantee acknowledges that the Grant provided by Coffey International Development on behalf of DFAT to the Grantee for this Project does not entitle the Grantee to any other or further grants. The Grantee must ensure that any media and public engagement actions are in line with DFAT and Coffey International Development's Visibility Guidelines. This includes, but is not limited to, the release of press statements, media announcements, interviews or information relating to this Agreement, the Grant, DFAT or Coffey International Development's involvement in the Project or any other similar Project. The Grantee must ensure that **AAI** project management is notified in writing at least seven (7) days in advance of any media or public engagement actions.
- 4.6 The Gran
- 4.7 tee must acknowledge Grant funding assistance provided on behalf of DFAT under this Agreement as required, and in the form specified, by Coffey International Development on behalf of DFAT from time to time.
- 4.8 The Grantee will follow the principles, general methods and procedures from time to time stipulated by Coffey International Development and observe all relevant professional and other standards and procedures in relation to the Project.
- 4.9 The Grantee must not represent itself and must ensure that its Personnel participating in the Project do not represent themselves as being employees, partners or agents of Coffey International Development or DFAT.

- 4.10 The Grantee must ensure that in its performance of the Project, the Grantee and all Personnel respect the laws and regulations in force in the Partner Country.
- 4.11 The Grantee is responsible for the security of all of its Personnel and for taking out and maintaining all appropriate insurances.
- 4.12 The Grantee must not assign any part of this Agreement without prior written approval from Coffey International Development, and upon such attempt, this Agreement will terminate and any Grant payment or part thereof (including any interest accrued) that has not as yet been applied towards the Project must immediately be repaid to Coffey International Development and if not so paid, is recoverable as a debt.
- 4.13 The Grantee acknowledges that DFAT may require this Agreement be novated from Coffey International Development to DFAT or any other party nominated by DFAT and the Grantee agrees to execute and deliver to DFAT in a timely manner any documents required by DFAT to give effect to this clause and any novation.
- 4.14 A Party's failure or neglect to enforce any of the rights under this agreement will not be deemed to be a waiver of that Party's rights.

5. AGREEMENT AMENDMENTS

- 5.1 Coffey International Development or the Grantee may propose amendments to this Agreement at any time during the period of the Agreement.
- 5.2 Changes to this Agreement (including any schedule) will only be effective if agreed in writing and signed by both Parties. Proposed amendments must be coordinated with and approved by Coffey International Development.

6. PROCUREMENT

- 6.1 The Grantee must not use the Grant to acquire any asset, apart from those detailed in the Project Proposal without obtaining Coffey International Development's prior written approval. Subject to the requirements of this clause, the Grantee will own the assets acquired with the Grant unless specified otherwise in the Project Proposal.
- 6.2 The Grantee must not relinquish beneficial or legal ownership of any assets referred to in paragraph 6.1 directly or indirectly to a natural person, organisation or company during the term of this Agreement.
- 6.3 The Grantee must not without Coffey International Development's prior written approval relinquish beneficial or legal ownership of any assets referred to in paragraph 6.1 directly or indirectly to a natural person, organisation or company in the period of 12 months after the Project End Date of this Agreement.
- 6.4 If the Grantee breaches either paragraph 6.2 or paragraph 6.3, the Grantee must immediately pay an amount equal to the value of the asset relinquished by the Grantee to an account specified by Coffey International Development at the time, if no so paid, the amount is recoverable as a debt.
- 6.5 If the Grant is being used to procure goods or services, the Grantee must implement procedures so that procurement is undertaken in a manner consistent with the Australian Commonwealth Procurement Rules, <https://www.finance.gov.au/government/procurement/commonwealth-procurement-rules> in particular the core principle of achieving value for money and the supporting principles of:
 - 6.5.1 encouraging competition by ensuring non-discrimination in procurement and using competitive procurement methods;

- 6.5.2 promoting use of resources in an efficient, effective and ethical manner; and
- 6.5.3 making decisions in an accountable and transparent manner.
- 6.6 If the Grant is being used to procure goods, the Grantee must also ensure in its procurement of goods that:
 - 6.6.1 the goods to be procured are of a satisfactory quality; and
 - 6.6.2 the goods are delivered in good order and condition and in accordance with the Project timetable.
- 6.7 If the Grant is being used to procure goods and services, the Grantee must maintain a Register of Project Assets and Suppliers ("Register").
- 6.8 The Grantee must not dispose of or write-off Grant-funded or provided assets except as agreed in writing by Coffey International Development. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets must be available for audit as required by Coffey International Development. The Register must be reconciled with Project assets at least every twelve (12) months and the results of that reconciliation included in the reports required in clause 15.
- 6.9 During the currency of this Agreement, the Grantee must cause or cause to be maintained in effect insurance with respect to Project assets against such hazards (including, without limitation, theft, fire, lightning, collapse, wind and hail, explosion, smoke, riot, civil commotion, vandalism, other extended coverage risks, flood and earthquake, environmental liability and any other hazards to the extent that assets and properties of a similar nature to those included in the Project assets and in the same or similar localities are usually insured) in such form and for such amount with such licensed insurers as approved by Coffey International Development.
- 6.10 If required by Coffey International Development, the Grantee will produce to Coffey International Development's Representative the policy of insurance and the receipts for the latest premium in respect of any policy of insurance to be affected by it hereunder.

7. MONITORING AND EVALUATION

- 7.1 The Grantee must, if required by Coffey International Development, permit Coffey International Development to monitor and/or evaluate the Project and/or use of the Grant. Coffey International Development will give the Grantee at least three (3) days notice of its intentions prior to commencing such a review. In that event, the Grantee must cooperate fully with any request for assistance pursuant to any such study.
- 7.2 The Grantee agrees to undertake, or cause to be undertaken, an outcome evaluation of the Project's impact on beneficiaries and stakeholders at an agreed time after the Project Completion Date.

8. INDEMNITY

- 8.1 The Grantee must at all times indemnify Coffey International Development, its employees, agents and contractors (except the Grantee) ("those indemnified") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Grantee, or any of the Grantee's Personnel in connection with this Agreement.
- 8.2 The Grantee agrees that Coffey International Development may enforce the indemnity in favour of the persons specified in clause 8.1 above for the benefit of each of such persons in the name of Coffey International Development or of such persons.

8.3 The indemnity in this clause 8 is reduced to the extent that the loss or liability is directly caused by Coffey International Development, its employees, agents or contractors (except the Grantee), as substantiated by the Grantee.

8.4 This indemnity survives the termination or expiration of this Agreement.

9. PRIVACY

9.1 The Grantee must comply with the Privacy Act 1988 (Cth) ("Privacy Act") and the Australian Privacy Principles established under that Act in undertaking its obligations under this Agreement including in relation to all Personal Information received, created or held by it for the purposes of this Agreement.

9.2 The Grantee must promptly notify Coffey International Development if it fails to comply with this clause or if it becomes aware of any actual or threatened disclosure of or unauthorised access to Personal Information.

9.3 For the purposes of this clause, "Personal Information" has the same meaning as in the Privacy Act.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 This clause does not affect the ownership of the Intellectual Property Rights in any Prior Material.

10.2 All Intellectual Property Rights in the Agreement Material vest in Coffey International Development on creation.

10.3 To the extent that:

10.3.1 Coffey International Development needs to use any of the Agreement Materials the Grantee grants to, or must obtain for Coffey International Development, a perpetual, world-wide, royalty free, non-exclusive licence that includes the right to sublicense, use, reproduce, adapt, modify and communicate that Pre-Existing Service Provider Material or Third-Party Material; or

10.3.2 The Grantee needs to use any of the Agreement Material, Coffey International Development grants to the Grantee, subject to any conditions or restrictions specified by Coffey International Development, a world-wide, royalty-free, non-exclusive, non-transferable licence that includes the right to sublicense, use, reproduce, adapt, modify, distribute and communicate such Agreement Material solely for the purposes specified in this Agreement.

10.4 The licence granted to Coffey International Development under Clause 10.3.1 does not include a right to exploit the Agreement Material for commercial purposes.

10.5 The licence granted to the Grantee under Clause 10.3.2 does not include a right to exploit the Agreement Material for commercial purposes.

4.1 The Grantee indemnifies Coffey International Development, its officers, employees and agents against all loss, damage or expense arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trademark or any other Intellectual Property Rights.

11. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

11.1 The Grantee and its Personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country.

- 11.2 The Grantee and its Personnel must comply with:
- (a) **DFAT's Child protection policy** <http://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx>
 - (b) **DFAT's Preventing Sexual Exploitation, Abuse and Harassment policy** <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment/Pages/default>
 - (c) **DFAT's Disability inclusion strategy** <http://dfat.gov.au/about-us/publications/Pages/development-for-all-2015-2020.aspx>;
 - (c) **DFAT's Gender equality and women's empowerment strategy** <http://dfat.gov.au/about-us/publications/Pages/gender-equality-and-womens-empowerment-strategy.aspx>
 - (d) **DFAT's Environmental policy** <http://dfat.gov.au/about-us/publications/Pages/environment-protection-policy-aid-program.aspx>
- 11.3 The Grantee must ensure:
- (a) that individuals or organisations involved in implementing the Project are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism; and
 - (b) that the Grant is not used in any way to provide direct or indirect support or resources to organisations and individuals associated with terrorism.
- 11.4 The Grantee must have regard to the Australian Government guidance "Safeguarding your not-for-profit organisation against terrorism financing"
<https://www.homeaffairs.gov.au/criminal-justice/files/safeguarding-your-organisation-against-terrorism-financing-booklet.pdf>
- 11.5 If, during the course of this Agreement, the Grantee discovers any link whatsoever with any organisation or individual listed on a Relevant List it must inform Coffey International Development immediately.
- 11.6 If, during the course of this Agreement, the Grantee is listed on a World Bank List or Similar List it must inform Coffey International Development immediately.
- 11.7 The Grantee agrees that:
- (a) The Grantee will attend targeted capacity building activities when offered by Coffey International Development.
 - (b) The Grantee and its employees, agents and representatives must not engage in any Fraudulent Activity.
 - (c) The Grantee is responsible for preventing and detecting Fraud;
 - (d) If the Grantee becomes aware of any suspected, alleged or attempted Fraudulent Activity which relates to the Project, it must immediately report the matter to Coffey International Development in writing. Coffey International Development may direct the Grantee to investigate the Fraud and the Grantee must undertake an investigation at the Grantee's cost and in accordance with any directions or standards required by Coffey International Development;
 - (e) Following the conclusion of any investigation which identifies Fraudulent Activity, the Grantee must;
 - (i) take all reasonable action to recover any Grant funds, the subject of Fraudulent Activity; and

- (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity.
- (f) The Grantee is liable for the repayment of any Grant funds misappropriated by the Grantee, its agents, representatives or subcontractors.
- (g) The Grantee's obligations under paragraphs 11.7(b), 11.7(c), 11.7(d), 11.7(e) and 11.7(f) survive the termination or expiration of this Agreement;
- (h) The Grantee warrants that the Grantee will not make or cause to be made, nor will the Grantee receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of this Agreement. In addition, the Grantee will not bribe public officials and will ensure that it and its Personnel will comply with this provision. Any breach of this clause is grounds for immediate termination of this Agreement by notice from Coffey International Development.

12. TERMINATION

12.1 If the Grantee:

- (a) has become bankrupt or insolvent, enters into a scheme of arrangement with creditors, becomes deregistered or is no longer able to undertake the Project to a standard acceptable to Coffey International Development and DFAT;
- (b) fails to commence, or in the opinion of Coffey International Development, fails to make satisfactory progress in carrying out the Project and such failure has not been remedied within the time specified in a written request from Coffey International Development to remedy the failure;
- (c) assigns its interest in this Agreement without the consent in writing of Coffey International Development;
- (d) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List;
- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from Coffey International Development to remedy the breach;

then, in every such case Coffey International Development may immediately terminate this Agreement by giving the Grantee notice in writing, without prejudice to any of Coffey's other rights.

12.2 Either Party may terminate this Agreement for convenience by giving Notice to the other in writing stating the reasons for termination for information purposes.

12.3 In the event of any termination, the Grantee must:

- (a) immediately do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement;
- (b) in a prompt and orderly manner cease expenditure of any uncommitted Grant funds; and
- (c) refund any uncommitted part of the Grant already paid by Coffey International Development, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate. If not so returned, such Grant funds are recoverable as a debt.

- (d) provide an Independently Audited statement of expenditure of the Grant within thirty (30) days of the date of the notice to terminate, signed by the Grantee.
- 12.4 In the event that a notice to terminate is given by either Party, Coffey International Development will be liable only to:
 - (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
 - (b) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and are not covered by 12.4(a).
- 12.5 Coffey International Development's liability to pay any amount under this clause is subject to:
 - (a) the Grantee's compliance with this Agreement; and
 - (b) the total amount of the Grant.
- 12.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

13. ACCOUNTS AND RECORDS

- 13.1 The bank account used by the Grantee must be in the name of the Grantee, established as a separate account for this Agreement, and kept separate from all personal banking matters and used exclusively for the purposes of this Agreement.
- 13.2 The Grantee must:
 - (a) maintain a sound administrative and financial system capable of verifying all Financial Reports and Acquittal Statements;
 - (b) keep proper and detailed accounts, records and assets registers along with adequate Project management records providing clear audit trails in relation to expenditure under this Agreement;
 - (c) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by Coffey International Development and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (d) ensure that its accounts and records are held by the Grantee for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement;
 - (e) if requested by Coffey International Development, provide an Acquittal Statement, certified by the Grantee; and
 - (f) in addition to its obligation under the clause titled "Reporting", if requested by Coffey International Development in order to verify the expenditure of the Grant, provide an Acquittal Statement Independently Audited by an auditor nominated by Coffey International Development at no cost to Coffey International Development.

14. COFFEY INTERNATIONAL DEVELOPMENT/DFAT USE OF AGREEMENT INFORMATION

- 14.1 Coffey International Development and DFAT may disclose matters relating to this Agreement, including this Agreement, and other relevant information. In addition, DFAT and Coffey International Development may publicly report information regarding this Agreement and the Project in particular in any way whatsoever, including, without limitation, making public statements, and publishing written material. This clause survives the termination or expiration of this Agreement.

15. REPORTING

- 15.1 Commencing from the Project Start Date, the Grantee will provide Coffey International Development with quarterly progress reports no later than 7 days after the end of each quarter including the following:
- (a) Project Progress Report:
- i) A brief narrative summary of progress, lessons learned, issues arising and how these are being addressed;
 - ii) Overall project progress against the approved Project Logic and Workplan, including on outputs delivered and intermediate outcome indicators;
 - iii) Overall project progress against the approved monitoring and evaluation plan; and
 - iv) Current financial expenditure on activities or resources against the approved activity budget in the format required by Coffey.
- 15.2 When Coffey International Development receives a report in accordance with the Project Proposal, Coffey International Development may accept the report or notify the Grantee that the report is not satisfactory and that the Grantee must amend it and/or provide additional information within a specified time. If the report is deemed to be unsatisfactory, Coffey International Development may withhold subsequent Grant payments until satisfied that the report meets the Coffey International Development's requirements, based on the approved Project Proposal. The Team Leader and/or delegate will be involved in this process by reviewing the report and certifying its acceptability or not.
- 15.3 Within thirty (30) days of completion of the Project, the Grantee must submit to Coffey International Development a **final report**, including the following:
1. Overall project progress and achievement against the approved implementation plan and activity schedule.
 2. Overall project progress and achievement against the approved monitoring and evaluation plan.
 3. Overall project expenditure against the approved project budget and certified Acquittal Statement with details of any interest earned on the Grant, signed by the Grantee, indicating that the Grant has been spent in accordance with the terms of this Agreement.
- 15.4 The Grantee must repay to Coffey International Development any unspent Grant funds or interest with the **final report**. Any unspent Grant funds not repaid in this manner are recoverable as a debt.
- 15.5 The **final report** must be sent to:
- AGS Team
Australia Awards in Indonesia
Gedung Wirausaha, 7th Floor
Jalan HR Rasuna Said, Kav C-5, Kuningan Jakarta 12940
Phone: +6281381143144
Email: ags@australiaawardsindonesia.org
- in the following formats:
- (a) one (1) bound hard copy; and

(b) one (1) electronic version (online report form) and PDF (Portable Document Format).

16. GRANT AMOUNT AND PAYMENT

16.1 Coffey International Development will pay the Grantee an equitable Grant up to a maximum of 135.000.000,00 IDR.

16.2 The maximum equitable Grant Amount is made up as follows:

| Code | Expenditure Items (i.e. Activities) | Upper Limit IDR |
|------|---|-----------------------|
| A.1 | Training and fee of research-assistants | 24.000.000,00 |
| A.2 | Applying for ethics and research permission at local boards | 3.000.000,00 |
| A.3 | Recruiting of 20 women participants (gift & transportation) | 27.000.000,00 |
| A.4 | Recruiting 20 HIV-positive women participants (gift & transportation) | 27.000.000,00 |
| A.5 | Transcription of FGD and interview's voice records | 10.000.000,00 |
| A.6 | Qualitative data analysis | 34.000.000,00 |
| A.7 | Writing report process and writing publication | 10.000.000,00 |
| | TOTAL | 135.000.000,00 |

16.3 The specified upper limit of the individual Expenditure Items may be adjusted up to a maximum of 20% with written approval from Alumni Grant Manager of Australia Awards in Indonesia.

16.4 Any adjustments to the individual expenditure lines must not exceed the total equitable Grant (**refer to Clause 16.1**)

16.5 The Grant will be provided in tranches based on the Cash Flow Plan or the Revised Cash Flow Plan, up to the maximum of the total equitable Grant. The approved indicative Cash Flow Plan is as follows:

| Indicative Date | Tranche Number | Indicative Amount (IDR) | Conditions |
|-----------------|----------------|-------------------------|---|
| 1 February 2021 | 1 | 20.000.000,00 | First payment of AGS Project Grant Amount paid as per approved budget and cash flow plan. Evidence of a valid bank account number as per clause 12.1. |
| 1 February 2021 | 2 | 40.000.000,00 | Approved Workplan Approved Budget |
| 1 May 2021 | 3 | 20.000.000,00 | Approved revised cash flow plan Approved Project Progress Report |

| Indicative Date | Tranche Number | Indicative Amount (IDR) | Conditions |
|--------------------------------|----------------|-------------------------|---|
| - | 4 | 20.000.000,00 | Prove of Australian or Australian Organisation Involvement Approved revised cash flow plan Approved Project Progress Report |
| - | 5 | 15.000.000,00 | Prove of Third-party support fund Copy spending of third-party support fund Based on approved actual cost |
| 1 st September 2020 | 6 | 20.000.000,00 | Last Payment of AGS Project Grant Approved revised cash flow plan Approved Project Final Report Based on actual cost |
| Total | | 135.000.000,00 | |

- 16.6 Coffey International Development will pay Tranche 1 within thirty (30) days of the specified Project Start Date of this Agreement, in accordance with the approved Project Proposal and Work Plan and subject to receipt of a valid invoice
- 16.7 Coffey International Development will pay subsequent tranches at the date indicated above subject to the Grantee:
- providing an approved Progress Report and Quarterly Financial Report in accordance with 16.2, signed by the Grantee indicating that the Grant funds have been expended in accordance with the terms of this Agreement;
 - submitting a valid invoice;
 - making satisfactory progress with the Project as determined by Coffey International Development; and
 - providing evidence of the delivery of activities, services and goods purchased. Coffey International Development may undertake a review or audit of the actual goods and/or require the Grantee to provide documentary evidence such as tax invoice from the supplier or correspondence between the supplier and the Grantee.
- 16.8 Any Grant funds or part thereof which are not used for the implementation of the Project within six months of being paid by Coffey International Development to the Grantee must immediately be repaid to the nominated Coffey International Development bank account.
- 16.9 The unused Grant Funds referred to in clause 16.8 may offset against the next scheduled Tranche payment or may be recovered as a debt.

17. CLAIMS FOR PAYMENT

- 17.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and number. Invoices must also contain the payment or tranche number/s and period covered in accordance with clause 16.5.
- 17.2 All claim invoices must be made out to:
Alumni Grant Scheme

Australia Awards Indonesia
Gedung Wirausaha, 7th Floor
Jalan HR Rasuna Said, Kav C-5, Kuningan Jakarta 12940
Phone: +62 21 5277648
Email: ags@australiaawardsindonesia.org

17.3 Invoices should be sent to the above address either delivered by hand or emailed.

18. DISPUTE RESOLUTION

- 18.1 If a dispute arises under this Agreement, prior to commencing any arbitration or court proceedings (other than for interlocutory relief or where an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Grantee or Coffey International Development is exercising a right to terminate) the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
- (a) the Party claiming that there is a dispute must give the other a written notice in accordance with clause 3 setting out the nature of the dispute;
 - (b) within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Grantee and Coffey International Development.
 - (c) if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or conciliation rather than litigation or arbitration; and
 - (d) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 18.2 Notwithstanding an existing dispute between the Parties, or that legal proceedings are pending or current, the Grantee and its Personnel must continue to comply with its obligations under this Agreement.

SCHEDULE 1 – PROJECT PROPOSAL, PROGRAM LOGIC AND BUDGET

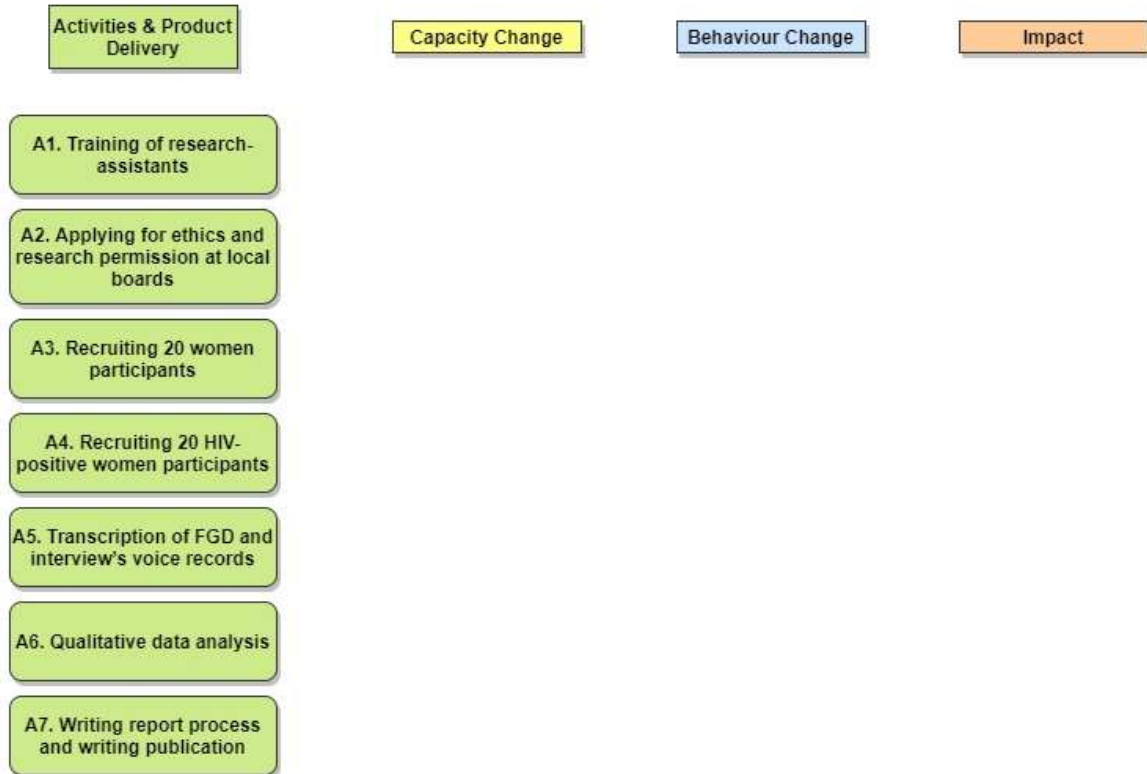
PROJECT PROPOSAL

PROJECT LOGIC

AGS2020_R2_Najmah Najmah

VERSION 1

[RESEARCH] To get tested or not: A project to reduce stigma around Covid-19 and HIV testing in Indonesia
IDR 165.000.000, 1 January 2021 - 1 December 2021



Indicators

A1. # of research-assistants attended the training (XX male, XX female)

A2. Ethics and research permission approved

A3. 20 women recruited as research respondents

A4. 20 women recruited as research respondents

A5. FGD and interview voice record transcribed

A6. Data analysis result

A7. Draft of research report developed

PROJECT WORKPLAN AND BUDGET

AGS REPORTING TIMELINE

| Report | Due Date |
|-------------------|---|
| Progress Report 1 | 30 May 2021 |
| Progress Report 2 | 30 September 2021 |
| Final Report | 30 days after the project completed as mentioned on point 2.2 |