Asia Pacific Network of Refugees

Asia Pacific Network of Refugees (APNOR) and Refugee Leadership Alliance (RLA) Grant Program Policies and Procedures

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Asia Pacific Network of Refugees (APNOR) and Refugee Leadership Alliance (RLA) Grant Program Policies and Procedures

Overview

The Asia Pacific Network of Refugees ("**APNOR**") has established a fund for refugees by refugees known as the Refugee Leadership Alliance – RLO-to-RLO Empowerment Fund (the "**Pooled Fund**"), which is housed within and administered by APNOR and overseen by the Refugee Leadership Alliance Pooled Fund Trustees. The Pooled Fund provides core funding directly to refugee-led organisations and initiatives, refugee leaders or refugee groups ("**RLO/Is**" or "**Activators**") to support projects and initiatives across the Asia Pacific region.

This Policies and Procedures (the "**Policies**") consists of a series of policies which have been developed by APNOR and the RLA for the purposes of guiding the work of the RLA, initially in relation to the Pooled Fund, but also for any future funding activities of APNOR and the RLA.

This Policies provides guidance in relation to the management of the Pooled Fund (and any other fund administered by the RLA or APNOR from time to time) (each, a "**RLA Fund**"), the conduct, management and operations of the Refugee Leadership Alliance Pooled Fund Trustees and the trustees of any other fund administered by the RLA from time to time (together, the "**Trustees**") and the collaboration between the Trustees and Activators in connection with funding delivered through an RLA Fund.

This Policies outlines the key policies integral to safeguarding the integrity and transparency of the conduct and activities of the Trustees as well as the rights and dignity of all people involved in any organisation, initiative or project funded under an RLA Fund.

What are the Policies for?

This Policies regulates the conduct and activities of all members of the RLA (including without limitation each Trustee, each RLA or APNOR employee responsible for coordination of grant applications and liaising with Activators (each, a "**Grant Coordinator**") and each other officer, employee or volunteer of the RLA or APNOR involved in activities in relation to the RLA or an RLA Fund) (each, an "**RLA Member**") and each Activator to whom the RLA provides funding through an RLA Fund.

As the RLA is housed within APNOR, this Policies should be seen as supplemental (and complementary) to all APNOR codes of conduct, policies, rules or guidelines in effect from time to time.

Each RLA Member and each Activator is personally and collectively responsible for upholding the highest level of professionalism and ethical standards in their dealings with each other in relation to funding to be delivered under an RLA Fund. Given this, RLA expects that all such individuals shall at all times:

- promote and implement this Policies through the creation of a safe and ethical environment;
- uphold the highest standards of accountability, efficiency, competence, integrity and transparency in all activities; and

- promptly report concerns or any substantial suspicions of breaches of this Policies to the RLA chair or co-chairs of the relevant RLA Fund or the APNOR Chairperson who will take immediate investigative action.

Implementation and review of the Policies

The Trustees are collectively responsible for the implementation, administration and revision of this Policies and the policies set out in this Policies (in consultation with APNOR). This Policies will be periodically reviewed by the Trustees as part of the continuous monitoring of the activities of the RLA Funds [and must be reviewed by the Trustees at least annually]. The Trustees reserve the right to exercise their discretion to take any additional action that they consider necessary or appropriate to achieve the intent of this Policies.

Contacts

If there is any doubt regarding the scope, application or interpretation of this Policies, please contact; grant.coordinator.apnor@gmail.com.

List of policies included in the Policies

This Policies includes the following policies:

(A) Child Protection Policy;
(B) Partnership Policy;
(C) Financial Management Policy;
(D) Anti-Fraud and Conflict of Interest Policy;
(E) Counter Terrorism and Anti-Money Laundering Policy; and
(F) Assessment, Approval, and Payment policy.

Effective Date of this Policies

This Policies is effective as of 15 March 2023.

(A) Child Protection Policy

Each RLA Member and each Activator must comply with APNOR's Child Protection Policy attached to this Code as Appendix 1 or as otherwise updated from time to time.

The RLA, acting through the Trustees, may develop its own policy in relation to child protection in the future and, if it does so, then each member of the RLA and each Activator must comply with that policy [as well as APNOR's Child Protection Policy].

(B) Partnership Policy

Purpose

The RLA's Partnership Policy provides guidance on how each RLA Member interacts with its Activators in connection with any funding to be provided under an RLA Fund or any project or initiative funded by an RLA Fund.

Policy

Due diligence investigations

APNOR and the Trustees, with the support of relevant APNOR staff and volunteers, shall conduct a due diligence investigation in respect of any potential Activator before entering into a contractual relationship with it, in order to identify any risks associated with corruption, terrorism, fraud, money laundering, economic or trade sanctions or other restrictive measures and any actual or potential conflict of interest. The Trustees shall conduct a further due diligence investigation before renewing or extending any contractual relationship with an Activator.

Each due diligence investigation must be documented using the due diligence checklist that is developed and updated from time to time by the Grant Coordinator in liaison with the Trustees. The current due diligence checklist can be found in Appendix 2 to this Policies. The information noted in the due diligence checklist is gathered and shared with Trustees for their review and clearance.

Conflicts of interest

Each RLA Member and each Activator must comply with the Anti-Fraud and Conflict of Interest Policy. Transactions where there are actual or potential conflicts of interest must be pre-approved by the chair or co-chairs of the relevant RLA Fund.

Mutual respect and support

The Trustees and APNOR will strive to develop a relationship with their Activators which recognises the strengths of the Activators and is characterised by mutual respect. The relationship will be based on honest and transparent communication with a focus on continuous feedback, support and reciprocal learning opportunities with a view to improving the practices of all parties.

The Trustees and APNOR will demonstrate a willingness to invest in its relationships with Activators to enable them to:

- be more effective in fulfilling their own objectives and priorities; and
- enhance their ability to meet their obligations under RLA's Policies and procedures, including in relation to child protection, gender equity, accountability and transparency, financial management and control of funds and resources.

Clarity in roles and responsibilities

The Trustees will ensure that each Activator's objectives and obligations are clearly outlined in relation to any grant provided under an RLA Fund, and any transactions undertaken with a project or initiative funded under an RLA Fund.

A written grant agreement will be signed by APNOR on behalf of the Trustees and the relevant Activator prior to provision of any grant under an RLA Fund, which will outline the agreed objectives of the collaboration between the Trustees and the relevant Activator in connection with any grant, or any project or initiative, funded under an RLA Fund, as well as the respective roles, responsibilities and obligations of the Trustees and the relevant Activator (the "**Grant Agreement**"). In the case of a

grant made available to an Activator by the Trustees under the Pooled Fund, the grant agreement must be substantially in the form attached to this Policies as Appendix 3.

In its collaboration with an Activator, the Trustees and APNOR will take into consideration the cultural values of the Activator in the design, implementation and monitoring of the Activator's objectives and obligations in connection with a grant, and any project or initiative, funded under an RLA Fund.

Monitoring activities

The Grant Agreement will include a monitoring framework in the form of periodic reporting to be provided by the Activator in connection with the grant, and the project or initiative, funded under an RLA Fund (see, for example, Clause [4] of the form of Grant Agreement in respect of the Pooled Fund attached to this Policies as Appendix 3 and the Monitoring Framework attached to this Policies as Appendix 4).

The monitoring framework is designed to provide the Trustees with oversight as to how the grant is being spent and the progress of the project or initiative funded under an RLA Fund. The monitoring framework also allows provides an opportunity to provide feedback and support and to enhance reciprocal learning and continuous improvement.

Each party is expected to keep a copy of all reports issued under, and adequate written records of all actions taken under, the Grant Agreement.

Control of funds and resources

The Trustees and APNOR will use reasonable endeavours to ensure that funds or resources disbursed to an Activator (or to its Affiliates or third parties on behalf of or as directed by an Activator) are applied lawfully for the purposes approved by the Trustees and to ensure that proper controls and appropriate risk management policies and procedures are in place (in line with requirements under all applicable laws and regulations in force from time to time). This may include, where appropriate, providing support to the Activator to enable the Activator to meet these obligations.

APNOR will only disburse funds or resources to an Activator (or to its Affiliates or third parties on behalf of or as directed by an Activator) where the Trustees are satisfied that:

- the due diligence investigation against the Activator (and any such Affiliate or third party) is satisfactorily completed;
- the funds or resources will be used for the purposes approved by the Trustee in connection with the relevant project or initiative described in the application form and in a manner which is consistent with the objectives and activities set out in the application form;
- the activity is consistent with the relevant RLA Fund's objectives, purpose and values;
- the funds or resources will be disbursed in accordance with all applicable laws including taxation, counter terrorism financing and anti-money laundering laws; and
- appropriate control and risk management policies and procedures are in place to mitigate the risk of misappropriation or improper use of the funds or resources once disbursed.

(C) Financial Management Policy

Purpose

This Financial Management Policy is designed to:

- ensure that robust and transparent financial management practices are in place to enhance accountability in relation to the management of RLA Funds and grants provided under an RLA Fund; and
- ensure compliance with all applicable anti-money laundering and counterterrorism financing laws, economic or trade sanctions or other restrictive measures (as set out in the Anti-Money Laundering and Counter-Terrorism Financing Policy attached to this Policies).

Policy

Internal financial controls

The Trustees must, and each Activator (having regard to the size and capability of the Activator) must, use reasonable endeavours, to:

- maintain adequate internal financial control policies and procedures to minimise the risk of misappropriation or misuse of funds, such as establishing signature requirements;
- maintain detailed accounting records setting out details of all receipts and expenditure;
- maintain adequate policies and procedures to ensure appropriate segregation of funds (including, to the extent possible, no commingling of funds with the personal funds or the funds of any other person or entity);
- maintain adequate policies and procedures to ensure appropriate segregation of duties; and
- maintain adequate policies and procedures for the review and monitoring of receipts and expenditure by management and the governing body.

Each Activator must provide financial reports to the Trustees every six (6) months (see, for example, Clause [4.2] of the form of Grant Agreement in respect of grants provided under the Pooled Fund).

It is the collective responsibility of the Trustees to:

- ensure the solvency and financial performance of the relevant RLA Fund and the capacity of the Trustees to manage the relevant RLA Fund;
- review (and approve where appropriate) each Activator's financial proposal in respect of each project or initiative funded under an RLA Fund;
- monitor the solvency and financial performance of each Activator and each project or initiative funded under an RLA Fund during the project period on a country-by-country basis using the Monitoring Framework as attached hereto as Appendix 4; and
- review each financial report provided by an Activator to the Trustees and carry out (or procure that the Activator carries out) any actions deemed necessary or appropriate following that review.

Effective use of resources

Each Activator must (having regard to the size and capability of the Activator) use reasonable endeavours to ensure that it uses the funds and resources it receives from an RLA Fund as efficiently as possible for the purposes approved by the Trustees to minimise wastage.

Implementation

The Trustees must:

- ensure proper accountability to APNOR and its stakeholders (including without limitation any investor in an RLA Fund) by regularly reporting on the RLA's activities, investment in and disbursements from each RLA Fund and projects and initiatives funded under each RLA Fund and supporting and assisting APNOR with its annual audits of the activities of the RLA; and
- control and manage resources efficiently and effectively and protect the RLA, each RLA Member and each RLA Fund from liabilities or loss through thorough oversight and management of activities of the RLA and each RLA Fund, including adopting of budgets if necessary and monitoring its implementation.

The Trustees are responsible for (with the support of the Grant Coordinator, other officers, employees or volunteers of the RLA or APNOR involved in activities in relation to the RLA or an RLA Fund):

- authorising, and overseeing the payment of, grants under each RLA Fund administered by the Trustees;
- ensuring that accurate accounts and adequate books and records are maintained in relation to each RLA Fund administered by the Trustees and that these show full details of all receipts and expenditure in relation to that RLA Fund and the activities of the RLA in connection with that RLA Fund;
- reviewing at each meeting, the progress and financial status of individual projects or initiatives funded under each RLA Fund administered by the Trustees and the overall financial status of each RLA Fund administered by the Trustees;
- taking note of any concerns in connection with the progress and financial status of individual projects or initiatives funded under each RLA Fund administered by the Trustees and the overall financial status of each RLA Fund administered by the Trustees and recommending any actions (and procuring that such actions are taken) which are necessary or appropriate to resolve such concerns;
- overseeing the preparation of an income and expenditure statement and balance sheet in respect of each RLA Fund administered by the Trustees for each financial year; and
- supporting and assisting APNOR in their annual audits of the activities of the RLA and promptly providing APNOR with all information reasonably requested in connection with such audits.

Funding authorisation process

The funding assessment and authorisation processes in relation to the RLA Funds are outlined in the *Assessment, Approval, and Payment Policy* below.

Relevant documents

- Grant Guidelines attached as Appendix 5;
- Grant Agreement attached as Appendix 3;
- Monitoring Framework attached as Appendix 4; and
- Assessment, Approval and Payment Policy.

(D) Anti-Fraud and Conflict of Interest Policy

Purpose

The RLA's Anti-Fraud and Conflict of Interest Policy aims to protect the Pooled Fund, the Trustees, the RLA and their personnel from liabilities or losses due to fraudulent activities or conflicts of interest. RLA's objective is to eliminate any potential for fraud or conflict of interest from its activities and to ensure that any fraud or conflict of interest will be detected, investigated, managed and resolved as effectively and as efficiently as possible. This policy seeks to provide:

- a clear definition of "fraud" and "conflict of interest";
- an outline of internal mechanisms for the detection and prevention of fraudulent activity; and
- a summary of the responsibilities of the RLA and the Trustees in identifying fraudulent activities.

Policy

What is fraud?

The term "fraud" is used to describe a range of activities including, but not limited to, theft, embezzlement, forgery, corrupt practices, deception, bribery, extortion, conspiracy, misappropriation, false representation, concealment of material facts and collusion. Generally, however, "fraud" involves an intention to deceive a person or organisation in order to gain an advantage, avoid an obligation or cause loss. The term "fraud" also includes the use of information technology ("**IT**") equipment to manipulate programs or data dishonestly, the theft of IT equipment and software, and the intentional misuse of computer time and resources.

Some examples of fraudulent activities include, but are not limited to:

- forging documents, preparing false entries in systems or making false statements to obtain a financial or other benefit to which a person is not entitled;
- asking for or receiving money in exchange for providing information to a vendor in the procurement of goods and services;
- asking for or receiving money or some other personal financial or other benefit in exchange for showing favour (for example, to a candidate in a recruitment process);
- the misuse or theft of a password for the unauthorised access to IT systems;
- theft of funds or theft, appropriation, removal or destruction of property;
- misuse, misappropriation, manipulation, falsification or alteration of funds, securities, documents, supplies, or other assets;
- the offering, giving, promising, asking, agreeing, receiving, accepting, soliciting or taking of inducements, gifts, bribes, rewards, object, favours or service of value[1], in order to gain commercial, contractual, regulatory or personal advantage, which may or may not influence the action of any persons;
- false accounting, including without limitation dishonestly destroying, defacing, concealing or falsifying any account, record or document required for any accounting purpose; or furnishing information which may be misleading, false or deceptive;
- unauthorised disclosure or manipulation of sensitive information; or
- any other similar or related irregularity regarding the above.

[1] Bribing or attempting to bribe a foreign public official is a crime that Australian organisations and individuals can be prosecuted for under both Australian law and the law of the foreign country.

What is conflict of interest?

The term "actual or potential conflict of interest", as used in this policy, should be interpreted broadly to include any situation in which a person has a personal, financial or business interest that could influence or give the appearance of influencing their judgments, decisions or actions at RLA. An individual at RLA will be considered to have an actual or potential conflict of interest if such individual, or any member of their family, has existing or potential financial or other interests that might influence, or reasonably appear to influence, the individual's judgments, decisions or actions at RLA. The term "family", as used in this policy, refers to the individual's spouse, partner or significant other, child, parent, brother, sister, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, parent-in-law- brother-in-law, sister-in-law, son-in-law, daughter-in-law- aunt, uncle, nephew, niece, and first cousin.

Examples below illustrate how such conflict can arise but they are by no means exhaustive:

- an individual using their position with RLA for their personal interest or advantage;
- an individual engaging in activities that will bring direct or indirect profit to the individual at the expense of the RLA or an Activator;
- an individual directly or indirectly causing RLA or an Activator to enter into a contract with a member of the individual's family; and
- an individual directly or indirectly causing RLA or an Activator to enter into a contract or transaction in which the individual or any member of the individual's family has a financial interest.

Each RLA Member is required to self-declare any conflicts of interests they may have in relation to the other Trustees, the RLA, APNOR, and any Activator, project or initiative funded under that RLA Fund. The Trustees in respect of each RLA Fund must maintain a conflict of interest register, including but not limited to any self-declared conflicts of interest and the relevant decisions made in relation to the declared conflict, in respect of that RLA Fund which sets out adequate details of any conflict of interest declared or reported and must review and update the conflict of interest register as necessary at the start of each meeting. If any Trustee in respect of an RLA Fund reasonably believes that another Trustee in respect of that RLA Fund has not declared a conflict of interest, the first-mentioned Trustee may raise this with the chair or co-chairs of that RLA Fund.

Where a conflict of interest of a Trustee is declared or reported, the other Trustees are to collectively determine whether an actual or potential conflict of interest exists by assessing the available information, obtaining further information if required, and seeking advice if necessary, to determine what action, if any, must be taken to manage it, including without limitation:

- restricting the individual's involvement any decision-making in connection with any subject matter in respect of which there is an actual or potential conflict of interest;
- enlisting a disinterested individual to oversee part or all of the decision-making in connection with any subject matter in respect of which there is an actual or potential conflict of interest; and
- contacting APNOR for assistance in analysing and managing the actual or potential conflict of interest.

No individual with an actual or potential conflict of interest shall play any role in any decision related to mitigating or managing that conflict of interest.

In assessing and approving grants under an RLA Fund, the Trustees must ensure that there are no actual or potential conflicts of interest of any Activator or any individual officer of employee of an Activator or any of their family members in connection with any project or initiative to be funded under that RLA Fund.

Fraud prevention

The Trustees in respect of an RLA Fund must take appropriate steps to develop and implement adequate policies, procedures and controls to address fraud in connection with the activities of the Trustees or any funding provided to an Activator in respect of a project or initiative under that RLA Fund. This could take the form of a risk matrix (or any other measures the Trustees deem appropriate) which sets out potential risks and actions to be taken to monitor and mitigate those risks.

The Trustees must actively monitor the activities of the RLA and all transactions entered into by the Trustees in connection with any Activator or any project or initiative funded under each RLA Fund administered by the Trustees for fraud through the monitoring framework developed in respect of that RLA Fund as well as through the reporting requirements under Grant Agreements in respect of that RLA Fund.

The Trustees may also run fraud awareness workshops from time to time for officers, employees and volunteers of the RLA or APNOR involved in activities in relation to the RLA or an RLA Fund and any Activator or the officers and employees of any Activator in order to raise awareness of the risks related to fraud, corruption, money laundering and terrorism financing.

Responsibilities

There is zero tolerance for fraud in the RLA's activities and any funding provided under an RLA Fund. Each RLA Member has a positive obligation to ensure that fraud does not occur and a positive obligation to promptly report any fraudulent activity or suspected fraudulent activity in respect of an RLA Fund or any funding provided under an RLA Fund to the chair or co-chairs of that RLA Fund and APNOR.

Each Trustee has a duty to ensure that their activities in connection with an RLA Fund are undertaken in a safe and constructive environment that allows RLA Members to raise concerns about fraudulent activity or suspected fraudulent activity without fear of repercussions. Each Trustee has a duty to ensure that adequate controls, policies and procedures are in place to ensure that fraud does not occur.

Each Activator which receives funding under an RLA Fund is also responsible for ensuring that there is zero tolerance for fraud and has an obligation to ensure that no fraudulent activity occurs within their organisation or otherwise in connection with any funding provided under an RLA Fund or any project or initiative funded under an RLA Fund and must ensure that they promptly report any fraudulent activity or suspected fraudulent activity to the RLA and to local authorities where appropriate.

Reporting procedures

While each RLA Member and each Activator has a duty to report fraudulent activity and suspected fraudulent activity, care must be taken in the reporting and investigation of improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that a report has been made or an investigation is under way.

Any RLA Member, any Activator or any officer or employee of an Activator who discovers or suspects any fraudulent activity in connection with any funding provided under an RLA Fund or any project or initiative funded under an RLA Fund must promptly notify the chair or co-chairs of that RLA Fund. Any

such reporting may remain anonymous, except as may be required by applicable law. The Trustees must ensure that any individual who makes a report is not penalised and does not suffer any form of retaliation for making a good faith report of fraudulent activity or suspected fraudulent activity. The Trustees must not disclose any information concerning the status of an investigation into any fraudulent activity or suspected fraudulent activity.

The Trustees must inform the reporting individual:

- not to contact the suspected individual in an effort to determine facts in relation to the fraudulent activity or suspected fraudulent activity, to allege fraudulent activity or suspected fraudulent activity or to demand restitution in respect of any fraudulent activity or suspected fraudulent activity; and
- not to discuss the facts, suspicions, or allegations of any fraudulent activity or suspected fraudulent activity with anyone unless specifically asked to do so by the chair or co-chairs of the relevant RLA Fund.

Investigation

The chair or co-chairs of the relevant RLA Fund has the primary responsibility for the investigation of all suspected fraudulent activity. If that investigation concludes that fraudulent activities have occurred, the chair or co-chair of the relevant RLA Fund will issue a report to appropriate designated senior management personnel of APNOR and, if appropriate, to the other Trustees. Any final decision in relation to the fraudulent activity (including any decision to prosecute or refer the results of the investigation to appropriate law enforcement and/or regulatory agencies for independent investigation) will be made by the chair or co-chair of the relevant RLA Fund and the designated senior management personnel of APNOR.

(E) Anti-Money Laundering and Counter-Terrorism Financing Policy

Overview

The Trustees acknowledge their obligations under the laws of the Commonwealth of Australia and any relevant State or Territory of the Commonwealth of Australia which relate to anti-money laundering and counter-terrorism financing in connection with the activities of the RLA, including in relation to any funding provided to Activators under an RLA Fund administered by the Trustees.

Policy

This Anti-Money Laundering and Counter-Terrorism Financing Policy applies to the Trustees and all Activators, whether domestic or international, supported by funding or resources provided the RLA under an RLA Fund.

The Trustees of an RLA Fund must ensure that all of the activities of RLA Members in connection with that RLA Fund comply with all applicable laws and regulations of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or any other applicable jurisdiction which relate to anti-money laundering and counter-terrorism financing and must ensure that any funding provided to an Activator under an RLA Fund is not used, either directly or indirectly, to support individuals or organisations associated with money laundering or terrorist activities. The Trustees must, to the best of their abilities and with the support of the Grant Coordinator, work with the Activators to ensure that all Activators are aware of and understand the legal obligations which apply to the Trustees and assist the Trustees in complying with all applicable anti-money-laundering and counter-terrorism financing laws.

Definitions

In this policy:

- "**asset**" is defined broadly and means an asset of any kind, or any property of any kind, whether tangible or intangible, movable or immovable;
- "**money laundering**" refers to activities designed to conceal the true source of monies. In this regard, when a person launders money, that person is dealing in moneys that are deemed to be proceeds of crime; and
- "**terrorist organisation**" refers to an organisation which has been held by a court to be a terrorist organisation in a prosecution for a terrorist offence or an organisation which is listed as a terrorist organisation in any applicable regulations.

Applicable Australian legislation and legal obligations

Each RLA Member and each Activator acknowledges that Australia has extensive laws and regulations in relation to money laundering and financing of terrorist organisations which apply to the Trustees (and any Activator located, incorporated or otherwise organised in Australia), including without limitation:

Criminal Code Act 1995 (Cth) (including Division 70 and Parts 5.3, 7.6 and 10)
Criminal offences relating to money laundering under various State and Territory laws
Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)
Financial Transactions Reports Act 1988 (Cth)
Financial Sector (Collection of Data) Act 2001 (Cth)
Charter of the United Nations Act 1945 (Cth), including but not limited to Part 4
Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2008 (Cth)
Crimes (Currency) Act 1981 (Cth)
Crimes (Overseas) Act 1964 (Cth)
Customs Act 1901 (Cth)
Autonomous Sanctions Act 2011 (Cth).

Legal Obligations

Key elements of this legislation are as follows:

- Part 5.3 of the Criminal Code Act 1995 specifies that it is an offence to provide or receive support from a terrorist organisation or to finance terrorism. Section 15.4 states that the offence applies whether or not the conduct constituting the offence occurred in Australia.
- A list of "terrorist organisations" for the purposes of the Criminal Code is available on the National Security Australia website: www.nationalsecurity.gov.au ('Listing of Terrorist Organisations').
- Part 4 of the Charter of the United Nations Act 1945, specifies that it is an offence to make available, directly or indirectly, any asset to a proscribed person or entity.
- the Autonomous Sanctions Act 2011 (Cth) provides for the enforcement of autonomous sanctions.

The Consolidated List published on the Department of Foreign Affairs and Trade website (https://www.dfat.gov.au/sanctions/consolidated-list.html) lists all persons and entities to which the Charter of the United Nations Act 1945 and the Autonomous Sanctions Act 2011 currently applies.

Policy in practice

RLA's overall compliance strategy is to:

- ensure that all RLA Members are aware of the relevant legislation and their obligations in relation to anti-money laundering and counter-terrorism;
- include anti-money laundering and counter-terrorism in its risk assessment and management strategies;
- conduct due diligence in respect of all existing and potential Activators and check all existing and potential Activators against applicable consolidated lists (including the Consolidated List maintained by the Australian Government, the United Nations Security Council Consolidated List and any other consolidated list of individuals and entities subject to sanctions established in the jurisdiction of residence, incorporation or organisation of the Activator or potential Activator and the jurisdiction in which the Project is located;
- utilise existing networks and engage directly with communities where projects or initiatives are being undertaken to continually assess the risk of money laundering or supporting or financing terrorist individuals or organisations within those communities;
- include provisions in each Grant Agreement imposing obligations on the relevant Activator to manage risks of money laundering and supporting or financing of terrorist organisations and individuals; and
- ensure that the Trustees in respect of an RLA Fund promptly notify APNOR and the Department of Foreign Affairs and Trade if any link to terrorists is identified in respect of any existing or potential Activator or any project or initiative reviewed or funded under that RLA Fund.

Application in different situations

Payments made directly by RLA from and within Australia

Payments under any grant made available under an RLA Fund will be made as outlined in the Assessment, Approval and Payment Policy in respect of that RLA Fund. Under that policy, a due diligence investigation (including a check against any applicable consolidated list) must be conducted in respect of each potential Activator associated with a project or initiative funded under an RLA Fund. If any Activator or any potential Activator does not pass this due diligence investigation, then it will not be funded under an RLA Fund. If the due diligence investigation raises strong concerns relating to a particular group or persons, the Trustees may refer those concerns to the Australian Federal Police.

In-country refugee-led groups, non-government organisations and other community-based organisations

Limited information may be available to the Trustees in relation to in-country refugee-led groups, non-government organisations and other community-based organisations in other jurisdictions with whom the RLA is proposing to collaborate to fund or support projects or initiatives. These groups or organisations are usually small and have limited resources. Notwithstanding the foregoing, the Trustees must conduct a due diligence investigation with respect to these groups or organisations to the best of their ability having regard to the information that is available to the Trustees in accordance with the Assessment, Approval, and Payment Policy to identify and mitigate any risks any relation to money laundering or support or funding of terrorist organisations and individuals.

Transaction Monitoring

In accordance with its legal and regulatory obligations, the Trustees must implement a transaction monitoring framework. The objective of the monitoring framework is to identify unusual transactions and prevent money laundering, support or funding of terrorist organisations or individuals and other financial crime by identifying and reporting illegal transactions. The Trustees in respect of an RLA Fund must ensure that the scope, detail and frequency of reporting requirements in relation to each Activator, project or initiative funded under that RLA Fund is sufficient to maintain a robust transaction monitoring program. The APNOR operations team will conduct a review of any alerts that arise during monitoring. Any alerts which cannot be discounted by the APNOR operations team will be escalated to the Trustees and designated senior management personnel of APNOR to review. If the Trustees and the senior management personnel of the APNOR cannot discount a transaction monitoring alert, they will consider whether the matter should be reported to the appropriate law enforcement and/or regulatory agencies.

Suspicious Activity Reporting

It is illegal to possess, use, control or handle the proceeds of crime, and it is also illegal to facilitate this activity for another person. The money laundering offences are contained in the Criminal Code Act 1995 (Cth), the key ones being the existence of a dealing, including receiving, possessing, concealing, disposing of, importing or exporting the money or property or engaging in transactions related to the money or assets that are proceeds of crime, or at risk of being used in, or to facilitate, a crime.

Each RLA Member and each Activator or each officer or employee of an Activator must raise an internal report where they have knowledge or suspicion, or reasonable grounds for knowing or suspecting, that another person is engaging in, or attempting to engage in, money laundering or terrorist financing. In addition, all such persons must also raise an internal report if they have knowledge or suspicion, or reasonable grounds for knowing or suspecting, that a person could be committing a criminal offence, even if that criminal offence is of a technical nature.

All RLA Members, each Activator and all officers or employees of an Activator must avoid tipping off anyone that they have made a report.

Policy supporting documentation

- Partnership Policy;
- Financial Management Policy;
- Anti-Fraud and Conflict of Interest Policy;
- Assessment, Approval and Payment Policy; and
- Grant Agreement attached as Appendix 3.

(F) Assessment, Approval, and Payment Policy

Overview

This Assessment, Approval, and Payment Policy has been designed to guide the Trustees and APNOR in their assessment and approval of grants to be made available to Activators under the Pooled Fund. If the RLA establishes any other fund in the future, the trustees of that RLA Fund may develop and implement their own assessment, approval and payment policy in respect of that fund or adopt this Assessment, Approval, and Payment Policy (with any necessary amendments) in respect of that RLA Fund.

This Assessment, Approval, and Payment Policy sets out the processes that the Trustees and APNOR will follow, to the best of their abilities, in assessing and approving an application for funding under the Pooled Fund (including due diligence processes) and in making payments in respect of any funding under the Pooled Fund.

This Assessment, Approval, and Payment Policy is based upon principles of equity, inclusion, support and capacity development. This Assessment, Approval, and Payment Policy is aimed at (a) ensuring that all Activators and all projects or initiatives funded under the Pooled Fund align with the values of the RLA and the RLA's legal obligations; (b) supporting Activators and potential Activators to create successful applications and build their skills and confidence so that they can continue to successfully apply for grants in the future; and (c) creating a safe space for Activators and potential Activators, so that they feel comfortable and supported throughout the assessment and approval process.

Policy

Who is this policy for?

This Assessment, Approval, and Payments Policy is for APNOR and the Trustees. This Assessment, Approval and Payments Policy is aimed at supporting the Trustees and relevant RLA and APNOR officers, employees and volunteers in relation to their obligations to administer the Pooled Fund and their decision-making in relation to funding applications under the Pooled Fund.

Assessment Processes

RLO/I-to-RLO/I Flexible Enabler Fund

Funding under the RLO/I-to-RLO/I Flexible Enabler Fund is made available by invitation only.

The decision-making process for this fund has **6 steps** and takes approximately **5 weeks** from the time a duly completed application is received to an Activator or potential Activator being notified of the outcome of their application.

Step 1: Collect and compile all applications.

The Grant Coordinator in respect of this fund must compile all completed applications and share them with the Trustees. The Grant Coordinator must add details of, and all other relevant information, in relation to each Activator or potential Activator and each project or initiative which is the subject of an application into the Monitoring Framework spreadsheet. The Trustees must review all completed applications and request any missing information or supporting documentation or (acting in good faith) any additional information or supporting documents reasonably required. Once all such information and supporting documents have been provided, the Trustees must then meet to discuss the application to ensure that it aligns with RLA's values and objectives, the Grant Guidelines (which sets out the eligibility and selection criteria) and the Policies.

Once all Trustees are satisfied with an application, move to Step 2.

Step 2: Reference check

The Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), must direct the Activator to contact the referees provided by the Activator or potential Activator in the application. The Trustees may ask the referees for additional information about the Activator or potential Activator or the project or initiative which is the subject of the application. The Trustees may, for example, ask for information about the experience or technical capability of the Activator or potential Activator in delivering past projects or initiatives, the financial capacity of the Activator or potential Activator to deliver the relevant project or initiative, the general financial condition of the Activator or potential Activator, the financial management processes of the Activator or potential Activator or any risk that might be associated with the Activator or potential Activator or the project or initiative which is the subject of the application. If the Trustees are satisfied with the referee checks, then move to Step 3.

If Trustees are not satisfied, then the Trustees (through the Grant Coordinator) must engage in additional dialogue with the Activator or potential Activator to work through the areas of concern and to reach appropriate solutions. Once Trustees are satisfied move to Step 3.

Step 3: Due diligence

The Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), must undertake a due diligence investigation in relation to the Activator or potential Activator and the project or initiative which is the subject of the application, including an investigation into the officers of, and the holders of any legal or beneficial interest in, each Activator, potential Activator and any Affiliate of the Activator or potential Activator or any third party to whom any grant funding is to be paid and checking the names of those individuals, officers, stakeholders or payees against the Consolidated List maintained by the Australian Government, the United Nations Security Council Consolidated List and any other consolidated list of individuals and entities subject to sanctions established in the jurisdiction of residence, incorporation or organisation of the Activator or potential Activator and the jurisdiction in which the Project is located.

If the Activator or potential Activator is registered (for example as a corporation or a charity or a not-for-profit organisation), the Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), will check the relevant database maintained in any relevant jurisdiction to ensure the name and registration number of the Activator or potential Activator matches the details recorded in that database (to the extent that information is freely available).

The Trustees, if possible, should also check the identity documents of each Activator or potential Activator which is a natural person and each officer or individual stakeholder of any Activator or potential Activator which is an organisation. Identity documents issued by the relevant host government and/or the UNCHR will be sufficient proof of identity.

If the Trustees are satisfied with the due diligence investigation, then proceed to Step 4.

If the Trustees are not satisfied with the due diligence investigation, then, depending on the severity of the concerns raised by the due diligence investigation, the Trustees must raise those concerns with APNOR and/or refer those concerns to the Australian Federal Police for further investigative action.

Step 4: Sign Grant Agreement

APNOR (on behalf of the Trustees) and the Activator sign a Grant Agreement and share counter-signed copies with each other for record keeping purposes.

Once the Grant Agreement is signed, move to Step 5.

Step 5: Invoice for the amount of the grant approved and bank statement check

The Activator must provide APNOR with an invoice for the amount of the grant approved which contains the details of the bank account into which the grant is to be paid and all required contact names and details in relation to that payment. The Activator must also provide proof that the bank account is in the name of Activator (or any Affiliate of the Activator or third party to whom the Activator directs payment to be made). This can be in the form of a bank statement or any other evidence satisfactory to the Trustees. If relevant, APNOR may enter into an agreement with the affiliate noted by the Activator covering that the noted affiliate is able to receive the funding on behalf of the Activator and will then pass on the funding to the Activator as relevant. APNOR must review the invoice, proof of the relevant bank account details and where relevant the agreement, and if satisfied, make the payment in accordance with the invoice. This can be done via email.

Once the Trustees have directed APNOR to make the payment, move to Step 6.

Step 6: Payment made and confirmation received

Payment of the funding under the Grant Agreement will be made by the APNOR team via electronic transfer of funds to the bank account specified in the invoice. The Activator must confirm receipt of the funds by sending an email to the Grant Coordinator confirming that they (or any Affiliate or third party as directed by the Activator) have received the funds. That email confirmation must be kept on record. All transaction fees associated with any payment made to or as directed by the Activator under a Grant Agreement will be covered by the Pooled Fund.

Refugee Open Innovation Fund

Funding under the Refugee Open Innovation Fund is made available through a competitive application process.

The decision-making process for this fund has **8 steps** and takes approximately **5 weeks** from the time a duly completed application is received to an Activator or potential Activator being notified of the outcome of their application.

Step 1: Compile all applications

The Grant Coordinator in respect of this fund must compile all completed applications received by the closing date for applications under any competitive bidding process in respect of this fund and promptly share them with the Trustees. The Grant Coordinator must add details of, and all other relevant information, in relation to each Activator or potential Activator and each project or initiative which is the subject of an application into the Monitoring Framework spreadsheet.

Once the Grant Coordinator has compiled and shared the completed application with the Trustees, move to Step 2.

Step 2: Assessment

The Trustees must review all completed applications and then meet as a group to determine which applicants should receive a grant under the fund based on the assessment framework, including alignment with RLA's values and objectives, the Grant Guidelines and the Policies.

If the Trustees consider that they require additional information or supporting documents in relation to any particular application, then they may request such information or supporting documents through the Grants Coordinator.

Once the Trustees have selected a potential pool of successful applicants, move to Step 3.

Step 3: Reference check

The Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), must direct the Activator to contact the referees provided by the Activator or potential Activator in the application. The Trustees may ask the referees for additional information about the Activator or potential Activator or the project or initiative which is the subject of the application. The Trustees may, for example, ask for information about the experience or technical capability of the Activator or potential Activator in delivering past projects or initiatives, the financial capacity of the Activator or potential Activator to deliver the relevant project or initiative, the general financial condition of the Activator or potential Activator, the financial management processes of the Activator or potential Activator or any risk that might be associated with the Activator or potential Activator or the project or initiative which is the subject of the application.

If the Trustees are satisfied with the referee checks, then move to Step 4.

If Trustees are not satisfied, then the Trustees must (through the Grant Coordinator) engage in additional dialogue with the Activator or potential Activator to work through the areas of concern and to reach appropriate solutions. Once Trustees are satisfied move to Step 4. If Trustees are not satisfied with the reference checks then the relevant Activator or potential Activator will not be funded, and will be informed that they have not been successful.

Step 4: Due diligence

The Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), must undertake a due diligence investigation in relation to the Activator or potential Activator and the project or initiative which is the subject of the application, including an investigation into the officers of, and the holders of any legal or beneficial interest in, each Activator or member of the potential Activator and any Affiliate of the Activator or any third party to whom any grant funding is to be paid and checking the names of those officers, stakeholders or payees against the Consolidated List maintained by the Australian Government, the United Nations Security Council Consolidated List and any other consolidated list of individuals and entities subject to sanctions established in the jurisdiction of residence, incorporation or organisation of the Activator or potential Activator and the jurisdiction in which the Project is located.

If the Activator or potential Activator is registered (for example as a corporation or a charity or a not-for-profit organisation), the Trustees (or the Grant Coordinator, or another APNOR staff member as directed by the Trustees, on behalf of the Trustees), will check the relevant database maintained in any relevant jurisdiction to ensure the name and registration number of the Activator or potential Activator matches the details recorded in that database.

The Trustees, if possible, must also check the identity documents of each Activator or potential Activator which is a natural person and each officer or individual stakeholder of any Activator or potential Activator which is an organisation. Identity documents issued by the relevant host government and/or the UNCHR will be sufficient proof of identity.

Check name of project lead, head of RLO/I or equivalent, organisation/initiative against the Australian Government's Consolidated List, the United Nations Security Council Consolidated List and any other consolidated list of individuals and entities subject to sanctions established in the jurisdiction of residence, incorporation or organisation of the Activator or potential Activator and the jurisdiction in which the Project is located.

If okay, then send selected Activators the Grant Agreement, a copy of the Policies and reporting templates, and proceed to Step 5.

If not okay, then, depending on the outcomes of the search, inform APNOR and the Australian Federal Police for further actions. If groups do not pass this check, then they will not be funded and will be notified that they have not been successful.

Step 5: Notification period

The Activator or potential Activator in respect of each application which passes the assessment, reference checks, and due diligence investigations will be notified as being successful in their application.

They will be contacted by the Grants Coordinator (or relevant APNOR staff or volunteer) by email to notify them of the success of their application. That email must also attach the Grant Agreement, a copy of the Policies and any reporting templates.

Unsuccessful groups will be contacted by the Grants Coordinator (or relevant APNOR staff or volunteer) via email. The RLA and APNOR will continue to work with these groups if they would like, to find other potential sources of funding or capacity development.

Unsuccessful groups can ask for further clarification about why they were unsuccessful by contacting the Grant Coordinator.

Once the selected groups have been contacted, move to Step 6.

Step 6: Sign Grant Agreement

APNOR (on behalf of the Trustees) and the Activator sign a Grant Agreement and share counter-signed copies with each other for record keeping purposes.

Once the Grant Agreement is signed, move to Step 7.

Step 7: Invoice for the amount of the grant approved and bank statement check

The Activator must provide APNOR with an invoice for the amount of the grant approved which contains the details of the bank account into which the grant is to be paid and all required contact names and details in relation to that payment. The Activator must also provide proof that the bank account is in the name of Activator (or any Affiliate of the Activator or third party to whom the Activator directs payment to be made). This can be in the form of a bank statement or any other evidence satisfactory to the Trustees. If relevant, APNOR may enter into an agreement with the affiliate noted by the Activator covering that the noted affiliate is able to receive the funding on behalf of the Activator and will then pass on the funding to the Activator as relevant. APNOR must review the invoice, proof of the relevant bank account details and where relevant the agreement, and if satisfied, make the payment in accordance with the invoice. This can be done via email.

Once the Trustees have directed APNOR to make the payment, move to Step 8.

Step 8: Payment made and confirmation received

Payment of the funding under the Grant Agreement will be made by the APNOR team via electronic

transfer of funds to the bank account specified in the invoice. The Activator must confirm receipt of the funds by sending an email to the Grant Coordinator confirming that they (or any Affiliate or third party as directed by the Activator) have received the funds. That email confirmation must be kept on record. All transaction fees associated with any payment made to or as directed by the Activator under a Grant Agreement will be covered by the Pooled Fund.

Refunds

If the Grant Agreement requires all or any amount of any unspent funding to be refunded to the Trustees, the Activator must (or must procure that) such funding is promptly transferred to APNOR by electronic funds transfer in immediately available funds to the account which will be provided by APNOR.

The Activator must notify the Grant Coordinator immediately after any such payment is made.

Review

This Assessment, Approval, and Payments Policy may be updated from time to time by the Trustees at any meeting of the Trustees and this will be noted in the minutes of the meeting of Trustees and any changes arising out of a meeting of Trustee will be made to this policy promptly after that meeting.

Relevant documents

- Grant Guidelines attached as Appendix 5; and
- Grant Agreement attached as Appendix 3.

Appendix 1: APNOR Child Protection Policy

Child Safeguarding Policy

Review [May June 2022]

1. Policy Statement: Commitment to Safeguarding Children and Guiding Principles

(Asia Pacific Network of Refugees) is committed to the safety and well-being of all children. Asia Pacific Network of Refugees takes its duty of care seriously and will aim at all times to provide the safest possible environment for children. This will be achieved by identifying and managing risks that may lead to harm, and dealing immediately with concerns and reports if they arise. This policy creates clear standards for Asia Pacific Network of Refugees as an organisation and for the behaviour of staff and others.

Asia Pacific Network of Refugees' Child Safeguarding Policy is based on three key pillars:

1. **Zero Tolerance of Violence, Coercion, Exploitation, Neglect and Abuse:** Asia Pacific Network of Refugees believes that all children have a right to be safe at all times, and that all children have equal rights to protection from all forms of violence, coercion, exploitation and abuse, regardless of their age, gender, nationality, religious or political beliefs, family background, economic status, legal status ability, physical or mental health or criminal background. Any form of child abuse or exploitation is unacceptable.

2. **Recognition of the International Legal Framework for Child Protection:** Asia Pacific Network of Refugees recognizes the United Nations Convention on the Rights of the Child (the "UNCRC"), and its guiding child rights principles. The UNCRC is the main international human rights convention for children and Australia is a signatory country. It has four guiding principles: 1) survival and development; 2) best interests of the child; 3) non-discrimination, and; 4) children's participation. A majority of the 52 articles within the UNCRC are concerned with children's rights to protection from all forms of violence, abuse, neglect and exploitation.

3. **Adherence to Child Protection Legislation:** In countries where Asia Pacific Network of Refugees staff and others travel and work, the Agency will adhere to local and international child protection legislation, and international laws and conventions in relation to all forms of child abuse and child exploitation, including but not limited to: child sex tourism, child sex trafficking, child labour and child pornography.

2. Scope of this Policy

Adherence to Asia Pacific Network of Refugees' Child Safeguarding Policy and its Child Safe Code of Conduct is a mandatory requirement for all Asia Pacific Network of Refugees staff, volunteers, contractors, Board members, representatives, Pooled Pilot Fund grant recipients, APNOR Partners and those visiting projects (including donors) (hereafter referred to as "staff and others"). All 'staff and others' engaging with Asia Pacific Network of Refugees will be made aware of the child safeguarding policy and their responsibilities as stated in the policy during their orientation[17].

This policy has three key objectives:

1. To create and maintain protective environments for children in delivery of Asia Pacific Network of Refugees activities or Asia Pacific Network of Refugees funded activities.
2. To create mandatory organisational standards to prevent, mitigate and respond to child protection risks.
3. To create and enforce mandatory behavioural standards – as set out in the annexed Child Safe Code of Conduct (Annex 1) – for all staff, volunteers, consultants, contractors, Board members, representatives, partners and those visiting projects in order to prevent, deter and immediately respond to, risks posed to children by Asia Pacific Network of Refugees and its representatives.

This policy has been reviewed to ensure compliance with the Department of Foreign Affairs and Trade (DFAT) Child Protection Policy 2017,[18]

3. Definitions:

1. **Child:** A child is any person under the age of 18 years, unless a nation's laws recognise adulthood earlier. However, for the purposes of this policy, Asia Pacific Network of Refugees will always consider a child to be anyone under the age of 18, in line with the UNCRC, to which Australia is a signatory government.

2. **Child abuse:** Abuse happens to boys and girls of all ages, ethnicity and social backgrounds, abilities, sexual orientation, religious beliefs and political persuasion. Child abuse includes physical, sexual and emotional abuse,

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[17] Specific requirements related to application of this policy to the aforementioned stakeholders is addressed in further sections of this policy.

18 http://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx

neglect, bullying, discrimination, child labour and domestic violence. Abuse can be inflicted on a child by men or women, as well as by other children.

3. **Child abuse material:** Material that depicts (expressly or implicitly) a child under 18 years of age as a victim of torture, cruelty or physical abuse.

4. **Child exploitation:** one or more of the following:

    - Committing or coercing another person to commit an act or acts of abuse against a child;
    - Possessing, controlling, producing, distributing, obtaining or transmitting child exploitation material;
    - Committing or coercing another person to commit an act or acts of grooming or online grooming; or
    - Using a minor for profit, labour, sexual gratification, or some other personal or financial advantage.

5. **Child exploitation material:** Material, irrespective of its form, which is classified as child abuse material or child pornography material.

6. **Child pornography:** In accordance with the Optional Protocol to the Convention on the Rights of the Child, 'child pornography' means 'any representation, by whatever means, of a child engaged in real or simulated explicit sexual activities or any representation of the sexual parts of a child for primarily sexual purposes.'

7. **Child pornography material:** Material that depicts a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.

8. **Child protection:** In its broadest sense, child protection is a term used to describe the field of actions that individuals, organisations, countries and communities take to protect children from acts of maltreatment (abuse) and exploitation e.g., domestic violence, child labour, commercial and sexual exploitation and abuse, HIV, and physical violence, to name but a few.

9. **Child safeguarding:** Child safeguarding refers to the actions taken by an organisation when working with or around children to prevent and respond to the abuse of children by its own staff, volunteers or others associated with the organisation, including any partners or other contractors delivering services on behalf of the organisation. Child safeguarding is a sub-set of the broader field of 'child protection' (see definition above). Child safeguarding applies to any organisation that Asia Pacific Network of Refugees works with, regardless of whether their activities are child-focused or not.

10. **Child-safe environment:** A child-safe environment is one where all children are protected from all forms of harm, and where there are clear, established guidelines and procedures for conduct, reporting abuse and follow-up.

11. **Contact with children:** means working on an activity or in a position that involves or may involve contact with children, either under the position description or due to the nature of the work environment. This includes indirect contact with children in the community[21] (also see 'working with children' below).

12. **Discrimination:** Discrimination includes the exclusion of, mistreatment of, or action against an individual based on social status, race, ethnicity, colour, religion, gender, sexual orientation, age, marital status, national origin, political affiliation or disability.[22]

13. **Duty of Care:** Duty of Care is a common law concept that refers to the responsibility of the organisation and individual to provide children with an adequate level of protection against harm. It is the duty of the organisation and its individuals to protect children from all reasonably foreseeable risk of or real injury.

14. **Emotional abuse:** Emotional abuse occurs when a child is repeatedly rejected or frightened by threats. This may involve name calling, being put down or continual coldness from parent or caregiver; to the extent that it affects the child's physical and emotional growth.

15. **Grooming:** is when someone builds an emotional connection with a child to gain their trust for the purposes of sexual abuse or exploitation.

16. **Neglect:** Neglect is the persistent failure or deliberate denial to provide a child with clean water, food, shelter, sanitation or supervision or care to the extent that the child's health and development are placed at risk.

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17. **Others**: For the purposes of this policy, 'others', as referred to in the scope of this policy, refers to volunteers, contractors, donors, representatives, Board members, and those visiting projects overseas on Asia Pacific Network of Refugees study tours.

18. **Partner**: For the purposes of this policy, Partner refers to any organisation or person that Asia Pacific Network of Refugees partners with to deliver program services.

19. **Physical abuse:** Physical abuse occurs when a person purposefully injures, or threatens to injure, a child or young person. This may take any form of physical treatment including but not limited to slapping, punching, shaking, kicking, burning, shoving or grabbing. The injury may take any form including but not limited to bruises, cuts, burns or fractures.

20. **Protection**: Protection includes all activities aimed at ensuring respect for the letter and spirit of international human rights, humanitarian and refugee law. For Asia Pacific Network of Refugees, protection focuses on the preventing, mitigating or responding to violence, coercion, deliberate deprivation and abuse.[23]

21. **Safeguarding Focal Point**: The Asia Pacific Network of Refugees Safeguarding Focal Point leads Asia Pacific Network of Refugees' safeguarding work in relation to our policy, for child and other forms of safeguarding. A specific Terms of Reference outlines this role.

    Within the Asia Pacific Network of Refugees Child Safeguarding Policy the term 'Safeguarding Focal Point' refers to the Asia Pacific Network of Refugees

    Safeguarding Focal Point unless otherwise confirmed.

22. **Sexual abuse:** The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal

    or coercive conditions. It covers sexual offences including but not limited to: attempted rape (which includes attempts to force someone to perform oral sex); and sexual assault (which includes non-consensual kissing and

    touching). All sexual activity with someone under the age of consent[24] is considered to be sexual abuse. It includes possession of child exploitation materials.

23. **Sexual exploitation**: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual exploitation includes using one's position of authority, influence or control to pressure, force or manipulate someone to do something against their will knowingly or unknowingly, by threatening them with negative repercussions such as withholding project assistance, not approving an employee's work support requests, threatening to make false claims about an employee in public etc.

24. **Social Media**: Social media refers to any form of internet or mobile phone technology, including personal websites, blogs, Facebook, Twitter, Linked In, Instagram, and others. In the context of this policy, this includes both social media used for work purposes, as well as the personal social media of staff or others.

25. **Staff and Others**: refers to all Asia Pacific Network of Refugees staff, volunteers, contractors, Board members, representatives, those

    representing Asia Pacific Network of Refugees and those participating in Asia Pacific Network of Refugees-organised project visits. **Staff**: Staff refers to those employed by Asia Pacific Network of Refugees or contracted for work full time, part time, or casual persons working in Australia or overseas, and those engaged on short term contracts such as but not limited to: consultants, researchers, photographers etc., working in Australia or overseas.

26. **Survivor**: A person who is, or has been, sexually exploited, harassed or abused. The term 'survivor' is often used in preference to 'victim' as it implies strength, resilience and the capacity to survive, however it is the individual's choice how they wish to identify themselves.

27. **Victim/survivor**: A person who is, or has been, sexually exploited, harassed or abused.

28. **Working with Children:** means being engaged in an activity with a child where the contact would reasonably be expected as a normal part of the activity and the contact is not incidental to the activity. Working includes volunteering or other unpaid work (also see 'contact with children' above).

29. **Working with Children Check:** is a prerequisite for anyone assessed as working with children by Asia Pacific Network of Refugees. It is a state-based check which involves a national criminal history check and review of findings of workplace misconduct. The result of a Working with Children Check is either a clearance to work with children for five years, or a bar against working with children. Cleared applicants are subject to ongoing monitoring and relevant new records may lead to the clearance being revoked. If the prospective personnel have not been living in Australia or are based in a state without Working With Children Checks, they will endeavour to undertake equivalent checks.

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[23] See Asia Pacific Network of Refugees Humanitarian Protection Policy.

[24] Refers to age of consent requirements specified for sexual activity in the law of the host country or the age of consent under the law of the Australian Capital Territory (16 years), whichever sets the greatest age.

4. Child Safeguarding Risk Management

Establishing Risk Context

Asia Pacific Network of Refugees recognizes that there are a number of potential risks to children in its work, particularly in those programs where staff or others come into contact with children, including humanitarian response activities, and programmes which involve potential impact on children, or working with children. In recognizing these risks, Asia Pacific Network of Refugees will proactively assess and manage risks to children to reduce the risk of harm and will comply with and build on the DFAT Minimum Child Protection Standards[25] (see Annex 2).

This includes:

- In relation to Asia Pacific Network of Refugees' activities (fundraising, communication and other).
- Working with partners to assess their agency and programs and identify all potential risks to children in program design and implementation.

The Asia Pacific Network of Refugees Child Protection Risk Assessment tool, which is based on the DFAT Establishing Child Protection Risk Context[26] tool, must be used by all program staff to assess:

- Partners being considered for partnership; and
- All partners and partner activities which are funded by Asia Pacific Network of Refugees, whether through public or institutional fundraising.

Child Safeguarding Risk Assessment

As part of the program design and proposal appraisal process, if any program, activity or grant involve potential contact with children, impact on children, or working with children, then programs staff must assess the level of risk of child harm, abuse or exploitation, using the Child Protection Risk Assessment tool, in order to determine the level of contact with[27] and risk to children, and the standards and mitigating measures that need to be put in place. Appropriate to the level of overall risk, this process will ensure that specific risks are identified and measures to mitigate those risks are incorporated into the program design, monitoring and risk management.

There are generally two types of risks to children that need to be considered in the risk assessment:

i. risks to children by personnel while "working with children" during implementation; and

ii. risk of harm to children through design or implementation of the activities that is determined to be "contact with children"[28].

Both types must be considered and included in the child safeguarding risk assessment and included in the project level risk management matrix and subsequent monitoring. Both types of risks should also be managed for other Asia Pacific Network of Refugees activities and included in Asia Pacific Network of Refugees risk management process.

If the program, activity or grant is determined to be 'working with children', then an assessment of child protection risk is required, including the application of all DFAT Minimum Child Protection Standards as listed at Attachment A and B of the DFAT Child Protection Policy.

If the program, activity or grant is determined to be 'contact with children' or impacts children then an assessment of child protection risk is required and, depending on the level of risk identified, apply the appropriate minimum child protection standards to manage the risk.

Where it is determined there is no 'impact on or contact with children', the minimum compliance standards at Attachment A will not apply.

Responsibilities under the Child Safeguarding Policy

Staff and others must ensure child protection risk is considered, and is managed in accordance with APNOR risk management practices. APNOR will identify child protection obligations of funded partners in fund applications as well as contracts and agreements for activities that have child protection impacts.

All APNOR funded individuals or organisations are expected to act in accordance with the policy principles outlined in this document.

Minimum Child Protection Standards

Each Partner will be assessed for their compliance with the DFAT Minimum Child Protection Standards. Planning for ensuring Partners are meeting these standards will be documented in Partner Plans, reviewed in the regular review process for Partner Plans, and reflected in risk management and monitoring procedures.

Asia Pacific Network of Refugees' compliance with these Minimum Standards is regularly monitored and is reported in Asia Pacific Network of Refugees risk management processes.

In addition, in emergency settings, the Minimum Standards for Child Protection in Humanitarian Action (CPMS) should be applied whenever possible.[29]

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[25] DFAT Minimum Child Protection Standards (attachment A in DFAT Child Protection Policy 2017)

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[27] No contact or impact, contact with or impact on children, working with children.

28 DFAT Child Protection Guidance Notes are available resources to support this. http://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx

29 Minimum Standards for Child Protection in Humanitarian Settings, Global Child Protection Working Group (CPWG) 2012: http://cpwg.net/minimum-standards/

5. Use of Children's Images

Asia Pacific Network of Refugees marketing and fundraising material will at all times portray children in a dignified, respectful, appropriate and consensual manner. **Guidelines on the use of children's images are included in Annex 1 Child Safeguarding Code of Conduct**.

In particular, when photographing or filming a child or using children's images for work related purposes, staff and others must:

- take care to ensure local traditions or restrictions for reproducing personal images are adhered to before photographing or filming a child;
- obtain informed consent from the child and parent or guardian of the child before photographing or filming a child. An explanation of how the photograph or film will be used must be provided;
- ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive;
- ensure images are honest representations of the context and the facts; and
- ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.

6. Use of Social Media

Asia Pacific Network of Refugees staff often use social media, both for work purposes as well as privately. The same guidelines for the use of children's images outlined in Asia Pacific Network of Refugees' Child Safeguarding Code of Conduct apply to images and video posted on work-related social media. Staff will at all times uphold the values and beliefs of Asia Pacific Network of Refugees when using work-related social media. Under **no circumstances** are staff members, volunteers or others to use photos or videos of children taken during a work trip on their personal social media sites or for purposes other than that intended and/or agreed. Unless required by the program, communicating privately with beneficiaries met during a field visit is not allowed. Staff and others must never communicate through their own personal email, Facebook, or other social media accounts with any beneficiaries under the age of 18.

7. Employment of Staff and Contractors

Asia Pacific Network of Refugees is committed to preventing a person from working with children if they pose an unacceptable risk to children. Asia Pacific Network of Refugees' commitment to child safe recruitment, selection and screening practices aims to recruit the safest and most suitable people to work in our programs. Asia Pacific Network of Refugees has robust recruitment screening processes for all personnel in contact with children (including criminal records check and verbal referee checks) and additional screening measures for positions working with children, including but not limited to conducting Working with Children Checks against such personnel. **Our child safe recruitment practices are included in** the Recruitment and Selection Policy.

The Child Safe Code of Conduct (Annex 1) outlines acceptable and unacceptable behaviour in relation to children. Asia Pacific Network of Refugees requires all staff to comply with the Child Safeguarding Policy and Child Safe Code of Conduct throughout their period of employment with Asia Pacific Network of Refugees. Failure to do so may result in a transfer to other duties, suspension or dismissal, depending on the nature of the offense. Criminal behaviour will be immediately reported to the proper authorities.

APNOR shall document the risk assessments reviewed, and identify steps taken to reduce or remove the risks regularly during the life of the activities.

8. Reporting Breaches of the Asia Pacific Network of Refugees Child Safeguarding Policy and Code of Conduct

Staff and others must immediately report any behaviour that is suspected of being:

- child exploitation or abuse, including possession of child exploitation material
- breaches or non-compliance of Child Safeguarding Policy or Code of Conduct.

Concerns and reports can be provided in-person to the Asia Pacific Network of Refugees Safeguarding Focal Point, via email at childprotectionapnor@gmail.com. The Asia Pacific Network of Refugees Child Abuse Incident Reporting Form is available in Annex 3. Community members can also use these same contact details to report breaches or concerns.

Confidentiality of Reporting

All information about child safeguarding concerns and reports is to be kept confidential. Reports are to be made directly to the Safeguarding Focal Point who will coordinate an investigation team as appropriate. The Chief Executive Officer is to be notified by the Safeguarding Focal Point immediately that a report has been received. The Chief Executive Officer will notify the Chair of the Asia Pacific Network of Refugees Board and the Chair of the Finance, Audit and Risk Management Committee. The Safeguarding Focal Point is to update the Chief Executive Officer on progress with the investigation, to ensure that documentation is kept in a secure file. Reports can be made by staff and others and by any external party.

The Asia Pacific Network of Refugees Safeguarding Focal Point must immediately (same working day) report to DFAT any behaviour that is suspected of being child exploitation or abuse or policy non-compliance by:

- Asia Pacific Network of Refugees personnel (staff and others) or for an Asia Pacific Network of Refugees members funded by APNOR, including subcontractors

If an Asia Pacific Network of Refugees staff member is unsure whether a concern or allegation amounts to child exploitation or abuse or a breach of policy/code of conduct, they must contact the Asia Pacific Network of Refugees Safeguarding Focal Point for confidential advice and further information by sending an email to childprotectionapnor@gmail.com, or by phoning the Sydney office on **0061 469 054 312**, or, if calling from outside Australia, on **0061 469 054 312**, and speaking to the **Safeguarding Focal Point**.

If the Asia Pacific Network of Refugees Safeguarding Focal Point is unsure whether an allegation should be reported to ASIC, rather than drawing their own conclusion, the Asia Pacific Network of Refugees Safeguarding Focal Point will contact the DFAT Conduct and Ethics Unit at the following email address:

Email: childwelfare@dfat.gov.au

Queries regarding application of the DFAT Child Protection Policy will be directed to the DFAT Child Protection Compliance Section on **Telephone:** +61 2 6178 5100.

In addition to APNOR's own child safeguarding policy and procedures, Asia Pacific Network of Refugees is also bound to abide by the DFAT Child Protection Policy.[31]

Any actions necessary to meet the protection needs or the mental and physical health needs of the child MUST be taken at the same time that any reporting and/or follow-up investigation is taking place.

If an Asia Pacific Network of Refugees staff member is requested not to take any further action by the person making the allegation, for instance out of fear for the security of the child, the Asia Pacific Network of Refugees staff member must advise the requesting person that they are still obliged to notify Asia Pacific Network of Refugees Safeguarding Focal Point and will pass on the protection concern. If the allegation is reportable to DFAT under the DFAT policy, the Asia Pacific Network of Refugees Safeguarding Focal Point must still notify DFAT acknowledging the security concern.

Having provided initial, immediate notification to DFAT, Asia Pacific Network of Refugees' Safeguarding Focal Point must seek to ensure that any missing details are obtained and then provided to DFAT within 14 days.

If the incident occurred in Australia and constitutes illegal activity or if a child is in danger, immediately notify the Police and other relevant authorities such as the Department of Community Services. Contact details will vary based on the location of the incident but the New South Wales police can be contacted on https://www.police.nsw.gov.au/contact_us. Further guidance is to be sought from the Police on other agencies to contact.

If the incident occurred outside Australia and constitutes criminal behaviour, contact Australian Federal Police if it concerns an Australian citizen.

Delegation schedule: If the Asia Pacific Network of Refugees Safeguarding Focal Point is on leave or otherwise un-contactable, the Chief Operating Officer, or, if unavailable, the Asia Pacific Network of Refugees Chief Executive Officer, will be the acting Asia Pacific Network of Refugees Safeguarding Focal Point.

9. Educating the Organisation

Asia Pacific Network of Refugees is committed to providing child safeguarding training for all staff and others. The child safeguarding policy is included in the orientation procedures for all new staff. All staff attend regular Child Safeguarding training sessions. The Chief Operating Officer, the Safeguarding Focal Point, Policy and Program staff and Marketing staff responsible for use of images and social media will be encouraged to attend training on child safeguarding policies and practices provided by recognised external agencies.

The policy will be made available to all staff and others and will be incorporated into Asia Pacific Network of Refugees' Policy Manual, Operations Manual and Quality and Accountability Monitoring Matrix.

All staff and others will sign and acknowledge understanding of the Child Safeguarding Policy and Code of Conduct as a requirement of recruitment/engagement.

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31 http://dfat.gov.au/about-us/publications/Pages/child-protection-policy.aspx

32 External agencies should be contacted for technical support in conducting an internal workplace investigation on a child safeguarding matter. One such agency, which has been used in the past, is *Wise Workplace Investigations* www.wiseworkplace.com.au. Partner agencies overseas should be supported to locate and contact agencies working in their area who may be able to assist with a confidential workplace investigation.

10. Reviewing the Child Safeguarding Policy

Asia Pacific Network of Refugees' Child Safeguarding Policy will be reviewed every two years or earlier if required by changes occurring in the ASIC Asia Pacific Network of Refugees, DFAT policies and regulations, State or National Legislation or international law. The Chief Operating Officer and the Asia Pacific Network of Refugees Safeguarding Focal Point will manage the review of the Child Safeguarding Policy in consultation with staff and Senior Management. The policy will be accessible on our website at all times.

Annex 1. Asia Pacific Network of Refugees Child-Safe Code of Conduct

Note: This Code of Conduct is to be read in conjunction with Asia Pacific Network of Refugees Child Safeguarding Policy

Staff, volunteers, contractors and others representing or visiting Asia Pacific Network of Refugees projects are responsible for maintaining a professional role with children, which means establishing and maintaining clear professional boundaries that serve to protect everyone from misunderstandings or a violation of the professional relationship. This Safeguarding Code of Conduct sets out the behaviour which Asia Pacific Network of Refugees expects from all people associated with or representing it and should be read in conjunction with the Asia Pacific Network of Refugees Code of Conduct[33].

Asia Pacific Network of Refugees condemns all forms of child abuse, discrimination and sexual exploitation, and is committed to creating and maintaining a child-safe environment. Child abuse occurs when adults or other children hurt children or young people under the age of 18, either physically, emotionally, sexually, through neglect, or in some other way.

I, ……. acknowledge that I have read and understand Asia Pacific Network of Refugees's Child Safeguarding Policy, and agree that in the course of my association with Asia Pacific Network of Refugees,

I WILL:

- Conduct myself in a manner that is consistent with the values of Asia Pacific Network of Refugees.
- Treat all children and young people with respect, regardless of race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- Provide a welcoming, inclusive and safe environment for all children, young people, parents, staff and volunteers.
- Keep confidential all information that I am a party to regarding child protection cases, disclosing and discussing information only with the Chief Operating Officer, the Safeguarding Focal Point or other parties as designated by them and/or according to reporting procedures.
- Respect cultural differences.
- Encourage open communication between all children, young people, parents, staff and volunteers, and allow children and young people to participate in the decisions that affect them.
- Report any concerns of child abuse in accordance with Asia Pacific Network of Refugees reporting procedures.
- Be transparent in my actions and whereabouts.
- Take responsibility for ensuring I am accountable and do not place myself in positions where there is a risk of allegations being made. Wherever possible, I will ensure that another adult is present when I am working in the proximity of children. I will discuss other measures as necessary with the Asia Pacific Network of Refugees Safeguarding Focal Point.
- Self-assess my behaviour, actions, language and relationships with children.
- Report any concerns or suspicions regarding abuse by a fellow worker, volunteer, contractor, consultant, visitor, or partner personnel via Asia Pacific Network of Refugees child safeguarding incident reporting mechanisms.
- Comply with all relevant Australian and local legislation, including labour laws in relation to child labour
- Immediately disclose all charges, convictions and other outcomes of an offence that relates to child exploitation and abuse, including those under traditional law, which occurred before or occurs during association with

- Immediately report concerns or allegations of children exploitation and abuse and policy non-compliance in accordance with appropriate procedures

I WILL NOT:

- Engage in behaviour that is intended to shame, humiliate, belittle or degrade children.
- Use inappropriate, offensive, harassing, abusive, sexually provocative, demeaning, culturally inappropriate or discriminatory language when speaking with a child or young person.
- Invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger.
- Hit or physically assault children. This includes refraining from physical punishment or physical discipline of children.
- Develop sexual relationships with children or relationships with children that may be deemed exploitative or abusive.
- Engage in any form of sexual activity or acts, including paying for sexual services or acts, with any child under the age of 18.
- Behave provocatively or inappropriately with a child. Hold, kiss, cuddle or touch a child in an inappropriate, unnecessary or culturally insensitive way.
- Do things of a personal nature that a child can do for him/herself, such as assistance with toileting or changing clothes. If this is necessary, for example for a child with a disability, I will inform my supervisor first and be as open as possible in my behaviour.

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[33] Asia Pacific Network of Refugees Code of Conduct including prevention of sexual exploitation and abuse, all forms of harassment, fraud and corruption, security breaches, unethical business practices and other abuses of power.

- Sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible.

- Seek to make contact and or spend time with any child that I come into contact with in my role as a representative of Asia Pacific Network of Refugees outside of the designated times and activities set for performing my role as a representative of Asia Pacific Network of Refugees*.

  This includes not making contact by email or social media. I will not seek to connect with or "friend" any children I meet in the field on my personal social media account, including Facebook or any other social media platform.

- Show favouritism through the provision of gifts or inappropriate attention.

- Supply or provide anyone under 18 with alcohol or illegal drugs.

- Condone or participate in behaviour of children that is illegal, unsafe or abusive.

- Act in a way that shows unfair and differential treatment of children.

- Release or discuss any personal or confidential information about suspected or proven child abuse or protection cases other than with the Chief Operation Officer, the Safeguarding Focal Point or the Chief Executive Officer of Asia Pacific Network of Refugees and other parties as designated by them and according to reporting procedures.

- Use any computer, mobile phone, or video and digital camera to exploit or harass children. I will not access child exploitation material (including child pornography) through any medium (see also 'Use of Children's Images' below)

- Hire children to perform domestic labour or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.

Use of Children's Images

When photographing or filming a child for work purposes, I must:

- Not post photos taken of children during a field visit on any of my personal social media sites (Facebook, Twitter, Instagram, blog, website, etc.)

- Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before filming or photographing a child.

- Obtain informed consent from the child and parent or guardian before taking a child's photography or filming them. As part of this I must explain how and where the photograph or film will be used and for what purpose. I will use the Record of Informed Consent For Use of Images Form, found in the Asia Pacific Network of Refugees Guidelines for the Collection, Storage and Use of Images which is saved in the same SharePoint folder as the Operations Manual, to record all details of the image taken. If culturally appropriate, I will ask the parent to sign the Consent Form, otherwise I will ask for verbal consent and then sign the form myself. This form will be kept on file at the Asia Pacific Network of Refugees office as important evidence that consent has been sought and given.

- Ensure photographs or films present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.

- Ensure images are honest representations of the context and the facts.

- Ensure children are portrayed as part of their community.

- Ensure file images, file labels, meta data or text descriptions, do not reveal identifying information about a child when sending images electronically.

- Ensure there is no identifying information of the child used in the publication of images with their location[34]. I will ensure all recorded identifying details are stored confidentially.

- Ensure all photographers I am supervising are screened for their suitability, including police checks.

- Ensure a risk assessment is conducted before live streaming, expectations of privacy are considered and the same principles outlined above are applied.

These behaviours are not intended to interfere with normal family interactions.

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[34] In certain cases, using a child's name when their image and/or story is published is in the child's best interests, rather than the standard practice of changing a child's name when an image is published. For example:

- when a child initiates contact with a reporter, wanting to exercise their right to freedom of expression and their right to have their opinion heard;
- when a child is part of a sustained program of activism or social mobilization (eg Ration Challenge) and wants to be identified as such;
- when a child is engaged in a psychosocial program and claiming their name and identity is part of their healthy

development.

However, when the child's identity is used, they must still be protected against harm and supported in the event of any stigmatisation or reprisals. The decision to publish an image with a child's real name will always be documented.

I understand that the onus is on me, as a person engaged or associated with Asia Pacific Network of Refugees, to use common sense and avoid actions or behaviours that could be construed as child abuse when engaging in Asia Pacific Network of Refugees activities or visiting Asia Pacific Network of Refugees projects.

I have read the Asia Pacific Network of Refugees Child Safeguarding Policy and Code of Conduct. I am aware that Asia Pacific Network of Refugees expects me to uphold at all times the standards of behaviour described in the Code of Conduct above. I also understand that disciplinary measures and legal steps will be taken if I am found to be in breach of the Code of Conduct. I understand that in making this report, Asia Pacific Network of Refugees may have to inform other authorities, in a confidential manner and only if necessary for the safety of the child, the staff member, or the agency, or to meet obligations to DFAT or under Australian law.

Name of signatory:

Signature:

Date 20/7/2021

Name of Witness:

Signature: Date _____ / _____ / _____

Annex 2: DFAT Minimum Child Protection Standard

The below table is a reference table from DFAT's Child Protection Policy 2017.

Requirement	Minimum standard	Minimum standard – evidence	Why is this required?	What is the risk without it?
Having a Child Protection Policy and reporting procedure in place	**1.** The organisation has a child protection policy that applies to all personnel, partner's downstream personnel and subcontractors that are engaged by the organisation to perform any part of a DFAT funded activity. The managing partner must ensure the downstream organisation or individual subcontractor complies with the minimum child protection standards.	- Child protection policy in place - Personnel aware of the organisation's child protection policy (e.g. through internal communication and training) - Documented plan for ensuring downstream DFAT funded partners are meeting the minimum standards - Initial risk assessment of organisation and activities to inform policy development	A child protection policy provides clear guidance and demonstrates how the organisation, across its operations, will ensure that children are protected from child exploitation and abuse in the delivery funded programs.	An organisation is unaware of the risks to children within their organisation and the activities they manage and/or implement. Having a sub-contractor sign up to a code of conduct as the only control does not provide sufficient contractual effect to address child protection issues.
	2. The organisation's child protection policy includes a documented reporting procedure for child exploitation and abuse allegations, code of conduct and policy non-compliance, including available sanctions for breaches.	- Organisation's guidelines for managing concerns or allegations of child exploitation and abuse, and policy non-compliance - Documentary evidence that personnel can raise concerns about a child's safety or well-being or unacceptable behaviour by personnel - Documentary evidence outlining the organisation's details of available sanctions - Documentary evidence of externally facing policy and reporting information	An effective child protection policy requires a report handling procedure. One of the biggest hurdles to personnel reporting child exploitation and abuse is that there is no formal system in place to do so, or that personnel or community members are not aware of a formal system to report concerns or allegations. Reporting systems must respect the rights of both the alleged victim and the alleged offender.	Personnel are unaware how to report concerning behaviour. Community members are unaware how to report concerning behaviour.
	3. The organisation provides child protection training for personnel.	- Training attendance records - Training agendas and timeframes for training - Materials used in training	Personnel must be fully aware of their responsibilities to protect children and how to report concerns or allegations about child exploitation and abuse.	Personnel are unaware of behaviour that would arouse concern. Personnel are unaware of how to build child protection practices into their work. Personnel do not know how to report concerning behaviour.
	4. The organisation's child protection policy includes a commitment to preventing a person from working with children if they pose an unacceptable risk to children.	- Referenced in relevant documentation, including policies, contracts and human resource guidelines	The organisation, as an employer, must have clear grounds to determine whether a person is the most appropriate to work with children.	A lack of leadership and governance and the right f undermine personnel efforts to implement a child protection environment.
	5. The organisation's child protection policy is subject to regular review, at least every five years or earlier if needed.	- Policy is subject to regular review in accordance to the policy commitment, or at least every five years	Contexts change, particularly in the development sector. There must be a commitment to review and update the policy as required.	Lessons learned from previous incidents are not taken into account, increasing the likelihood that those risks will be repeated.
Undertaking risk assessment	**6.** The organisation undertakes a risk assessment to reduce the risk of any child being harmed as a result of operations. The assessment must identify risks, and	- Risk plan identifying activities and measures to reduce or remove the risk to children - Documentation that risk assessments are reviewed and updated regularly during the life of the activity - Evidence of adaption to local context	Some activities are higher risk than others. This may be due to the nature of the activity or the location. For example, working with children with disability or in an emergency situation involve higher risks.	Risks to children are missed during activity design and implementation.

	document steps being taken to reduce or remove these risks.	(when a different approach to standard risk controls is required)		
Recruitment and screening, and employment practices in place	**7.** The organisation's employment contracts contain provisions for suspension or transfer to other duties of any employee who is under investigation and provisions to dismiss any employee after an investigation.	- Employment contracts for personnel/consultants contain appropriate provisions	Robust recruitment, screening and employment practices reinforce the importance of the organisation's child protection policy to personnel.	Personnel that pose unacceptable risks to children are unable to be removed (suspended, transferred or terminated) without a criminal conviction, where contracts are in place.
	8. **a. Positions assessed as Contact with children** The organisation has robust recruitment screening processes for all personnel in contact with children. These recruitment procedures include: - criminal record checks before engagement - verbal referee checks **b. Positions assessed as Working with children** Additional screening measures (such as interview plans that incorporate behavioural-based interview questions) must be used when candidates are applying for positions that involve working with children.	- Documented criminal record checks for personnel in contact with children - Documented verbal referee checks - Documented request for an applicant to disclose whether they have been charged with child exploitation offences, and their response - Interview plans incorporating behavioural-based interview questions that are specific to positions that involve working with children - Review checks when personnel have a change in circumstances - In limited circumstances it may prove impossible to obtain a reliable criminal record check. A statutory declaration, or local legal equivalent, outlining efforts made to obtain a foreign police check, and disclosing any charges and spent convictions related to child exploitation, may be accepted instead - Checks must be conducted for each country in which the individual has lived for 12 months or longer over the last 5 years, and for the individual's countries of citizenship	Child-safe recruitment and screening processes are essential to enable an organisation to choose the most appropriate person for a position that involves contact with children. Recruitment and selection can strengthen external inhibitors by preventing access to children by those with a known history of harming children. Child safe recruitment and selection processes can discourage individuals who pose an unacceptable risk to children from applying for positions.	Adults with a background of unacceptable risks to children target organisations that will provide opportunities to be in contact with children. A person who poses an unacceptable risk of harm to children (as indicated by their background) is unknowingly appointed to a position within the organisation.
	9. The organisation has a child protection code of conduct that meets the minimum standard set by DFAT (see Attachment B – DFAT's Child Protection –Professional Behaviours).	- A risk based child protection code of conduct based on DFAT's Child Protection – Professional Behaviours - Signed codes of conduct or a register documenting details of personnel who have signed the code of conduct, or inclusion in employment contracts - Signed image consent forms/ verbal consent file notes	A code of conduct makes clear the organisation's standards for acceptable and unacceptable behaviour in relation to children, including use of images and must be signed by all personnel. It protects personnel by providing guidance on how to avoid situations that may be perceived as harmful to children. It also provides employers with a sound basis on which to conduct disciplinary action.	Lack of clear, well-advertised rules allows concerning behaviour to go unchallenged. Identification of a child and/or their whereabouts.

Annex 3: The Asia Pacific Network of Refugees Child Abuse Incident Reporting Form

Asia Pacific Network of Refugees will take all concerns and reports of child abuse seriously and immediate action will be taken. Staff members or others reporting child safeguarding concerns will be supported by Asia Pacific Network of Refugees throughout the process of assessing the claim. A framework for reporting is in **Annex 2** of the Asia Pacific Network of Refugees Child Safeguarding Policy.

This form should be used to report **if you see or suspect abuse, if an allegation of abuse is made, or if a child discloses abuse**. The information you provide here will be kept **CONFIDENTIAL** and all steps will be taken to ensure you are supported by management and that your protection is considered in any actions taken.

Part One: About You

Name: _____

Your role:_____

Details of any other organisation involved: _____

Your relationship to the child or young persons concerned: _____

Part Two: About the Child

Name(s): _____

Male/female: _____

Age: _____

Address: _____

Whom does the child or young person live with?: _____

Part Three: About Your Concern(s)

How did you come to have a concern: was the abuse observed or suspected?

Was an allegation made? Did a child disclose abuse?

Date, time and place of any incident(s) reported to you: _____

Nature of concern/allegation:

Observations made by you (e.g. child's emotional state, any physical evidence):

Write down exactly what the child said and what you said (or another informant said):

(continue on a separate sheet of paper if necessary)

Any other relevant information? (E.g. disability? language?)

Were other children involved or aware?

Are other children in immediate danger or at risk?

Have you already spoken to parents or carers or any other Child Protection Personnel or Agencies?
Yes or No _____If Yes, who or whom? _____

Time and date that report was submitted: _____

Person(s) to whom report was made:
_____ *(e.g. name of supervisor/manager/staff)*

Advice given by that person or agency: _____

Action taken: _____

Signed _____

Date _____

Note: Please remember that all information contained in this report must be kept confidential and must not be revealed to anyone except the person you reported to. You will be informed of next actions that will be taken

Appendix 2: APNOR Due Diligence Checklist

	Yes	No
Registration certificate		
By-laws of the organisation		
Constitution or articles of association		
Governance Chart		
Partnership Agreement/Trust Deed (if applicable)		
Perform [free] Australian Securities and Investments Commission company and insolvency search if organisation is an Australian company		
Perform corporate and insolvency searches if organisation is a company which is not incorporated in Australia (to the extent such information is freely available)		
Perform internet search on the individual or organisation		
Review press release or media release		
Bank statements		
Cheque books		
Audited or unaudited financial statements		
Annual reports		
Business plan		
Board meeting minutes		
Referee's checks		
Consolidated List (https://www.dfat.gov.au/sanctions/consolidated-list.html)		
United Nations Security Council Consolidated List		
Any other consolidated list of individuals and entities subject to sanctions established in the jurisdiction of residence, incorporation or organisation of the Activator and the jurisdiction in which the Project is located		

Appendix 3: Form of Grant Agreement

Grant Agreement

Refugee Leadership Alliance – RLO-to-RLO Empowerment Fund

[*RLO/I-to-RLO/I Flexible Enabler or Refugee Innovation Open Fund – delete as appropriate*]

THIS AGREEMENT IS DATED [***]

PARTIES

(a) Asia Pacific Network of Refugees Ltd. (ACN 640 281 170), an unlisted public company limited by guarantee and incorporated in New South Wales, whose registered office is at 19 Ostend Street South Granville NSW 2142 ("**APNOR**"), for and on behalf of the Trustees; and

(b) [*name of individual*] **OR** [*name of the entity*], a [limited partnership/company] [registered/incorporated in [*insert the place of incorporation*] ([registered] number: [***]), [in its capacity as trustee of the [*name of any relevant trust ([ABN or other registered] number:* [***]] whose registered office is at [***]] (the "**Activator**").

APNOR and the Activator are each referred to as a "**Party**" and collectively referred to as the "**Parties**".

Background

The funding which the Refugee Leadership Alliance (the "**RLA**") has secured is to be coordinated through this pilot project to provide untied/core funding to refugee-led projects and initiatives. The pooled fund will be administered by APNOR.

1. **Definitions and Interpretation**

1.1 In this Agreement:

"**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity;

"**Business Day**" means any day which is not a Saturday, a Sunday or a bank or public holiday in Sydney, Australia;

"**Policies and Procedures**" means, at any time, the Asia Pacific Network of Refugees (APNOR) and Refugee Leadership Alliance (RLA) Grant Program Policies and Procedures in force at that time [as published on APNOR's website (www.apnor.org)];

"**Confidential Information**" means, in relation to each Party, information in any form given by or on behalf of or relating to the operations of, or the financial or other affairs of, such Party

or any of its Affiliates (including, in the case of APNOR, the RLA, the Grant Coordinator or any of their Affiliates), but does not include information which:

(a) is publicly known at the date of this Agreement or which subsequently becomes publicly known (other than in either case as a result of a breach of the provisions of this Agreement);

(b) the disclosing Party can show was made known to it after the date of this Agreement by a person unconnected with the other Party or its Affiliates who was entitled to do so (and not in breach of an obligation of confidence) and who did not impose an obligation of confidence or restricted use; or

(c) the disclosing Party has retained or acquired rights in under this Agreement;

"**Conflict of Interest**" means a conflict that will or may impair the Activator, or the Activator's Personnel, from conducting the Project fairly and independently;

"**Control**" means: (i) the direct or indirect ownership of 50 per cent. or more of the voting share capital of a specific legal entity and/or (ii) the direct or indirect possession of the power to direct or cause the direction of the management, operations or policies of an entity or partnership whether through the ownership of voting securities or other interests, by partnership, by contract or otherwise;

"**Grant Coordinator**" means the person or person/s employed by APNOR to coordinate the pilot pooled fund project;

"**Guidelines**" means the Grant Guidelines as set out in the Policies and Procedures;

"**Laws**" means, in relation to either Party, all laws, statutes, orders, rules, provisions, regulations, directives, and guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, including all regulatory bodies' rules, requirements, standards, guidelines and recommendations which have legal effect, as applicable to such Party's business, where "**applicable**" means applicable to the relevant Party, or applicable to that Party's obligations;

"**Personnel**" means the Activator's employees, officers, directors, agents, sub-contractors, volunteers and professional advisors; and

"**Trustees**" means the individuals appointed by the RLA and APNOR to oversee the administration of the pilot pooled fund project.

1.2 In this Agreement:

(a) a reference to a clause, paragraph or schedule is, unless stated otherwise, a reference to a clause or paragraph of, or schedule to, this Agreement;

(b) a reference in a schedule to a paragraph is, unless otherwise stated, a reference to a paragraph in that schedule or, where that schedule is split into parts, a reference to a paragraph in that part of that schedule;

(c) a reference to any statute or statutory provision is a reference to that statute or statutory provision as re-enacted, amended or extended before the date of this Agreement and includes reference to any subordinate legislation (as re-enacted, amended or extended) made under it before the date of this Agreement;

(d) a reference to a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association, state, state agency, institution or trust (whether or not having a separate legal personality);

(e) a reference to one gender is a reference to all or any genders, and words in the singular include plural and vice versa;

(f) a reference to a particular time of day is, unless stated otherwise, a reference to that time in Sydney; and

(g) a reference to "**including**" or "**includes**" does not limit the scope of the meaning of the words preceding it.

1.3 The headings in this Agreement do not affect its interpretation.

2. **The Project**

The Activator will carry out the following project, [*title of project*] (the "**Project**"), as described in its application for a grant as submitted on [insert *date*], and as summarised below:

Start Date:	[***]
End Date:	[***]
Location:	[***]
Key objectives of the Project:	[***]
Proposed Purposes of the Grant:	[***]

3. **The Grant**

3.1 APNOR has agreed to make a grant in an amount of [A$][insert amount] available to the Activator in connection with the Project (the "**Grant**"). APNOR will authorise the payment of the Grant to the Activator as outlined in the Policies and Procedures or as otherwise agreed in this Agreement and in accordance with the Guidelines.

3.2 The payment will be made by **APNOR** to or as directed by the Activator by electronic funds transfer to the bank account nominated by the Activator as per the Policies and Procedures.

The Activator must promptly provide the Grant Coordinator with confirmation in writing of receipt of the Grant.

3.3 The Activator must only use the Grant for the purposes set out in Clause 2 above in furtherance of the Project.

3.4 The Activator must not use any part of the Grant to directly or indirectly support or promote any violence, money laundering, terrorism or related training, lobbying, election campaign or voter registration activity or any other illegal activity or any individual or organisation associated with any such activity and the Activator must comply with all applicable Laws (including without limitation all applicable anti-money laundering, counter-terrorism financing, asset control, anti-bribery and anti-corruption Laws and all economic or trade sanctions) in connection with the Grant and the Project.

3.5 If all or any part of the Grant remains unspent ("**Unspent Funding**") on completion of the Project [or abandonment of the Project by the Activator], then the Activator must promptly notify the Grant Coordinator. If the Activator requests, the Grant Coordinator will facilitate a dialogue between the Activator and APNOR to agree whether the Activator may apply such Unspent Funding towards any other purposes or whether the Unspent Funding must be returned to APNOR. The Grant Coordinator will keep a record of any decision made by APNOR.

3.6 If APNOR agrees (in its absolute discretion) that any Unspent Funding may be applied towards any other purpose, the Activator and APNOR must enter into an amendment to this Agreement in accordance with Clause 18, amending the purposes for which the Grant may be used.

3.7 If APNOR requires any Unspent Funding to be returned to APNOR, the Activator must return all such Unspent Funding to APNOR in accordance with the Policies and Procedures. If any such Unspent Funding is not returned to APNOR in accordance with the Policies and Procedures, the amount of such Unspent Funding will be a debt due from the Activator to APNOR.

4. **Reporting**

4.1 On request by the Grant Coordinator from time to time, the Activator must provide evidence reasonably satisfactory to APNOR that it has used the Grant for the purposes set out in Clause 2 in furtherance of the Project.

4.2 The Activator shall complete a progress report every 6 months. The progress report shall comprise a short phone call between the Activator and the Grant Coordinator to discuss the Project and its progress.

4.3 The Activator shall submit a financial report to APNOR, substantially in the form of the template provided by APNOR to the Activator prior to entry into this Agreement, for the six month period ending 30 June and 31 December in each calendar year.

4.4 The Activator shall submit a written end of project report, substantially in the form attached at Appendix 1, no later than 1 month after the date on which the Project is completed. The end of project report will be submitted to APNOR by email to the Grant Coordinator

[grant.coordinator.apnor@gmail.com]. APNOR will review the submitted report(s) and may ask for further information as they see fit.

5. **Obligations and Duties**

5.1 The Activator agrees to carry out the Project in accordance with this Agreement, the Policies and Procedures, the Project plan in the completed application as submitted on [insert date], and all applicable Laws.

5.2 The Activator must:

(a) ensure that, throughout the term of this Agreement as set out at Clause 11.1, it does not directly or indirectly provide funding or other support to, or enter into any transaction with, any person or organisation associated with money laundering, terrorism and/or any other illegal activities;

(b) promptly notify the Grant Coordinator in writing if it knows or suspects, or has reasonable grounds for knowing or suspecting, that any transaction or activity in connection with the Project relates any person or organisation associated with money laundering, terrorism and/or any other illegal activity or the receipt or dealing with any property known or reasonably suspected to represent the proceeds of money laundering, terrorism financing and/or any other illegal activity;

(c) ensure that there are adequate systems in place to prevent, detect and address fraudulent activities;

(d) promptly (and in any event within three (3) Business Days) notify the Grant Coordinator in writing of any detected, suspected or attempted fraudulent activity;

(e) ensure that children are protected from any form of abuse when undertaking activities involved in the delivery of the Project, assess the risk of any activities involved in the delivery of the Project that involve working with children, and act on and report cases of detected, suspected or attempted child abuse to the appropriate authorities;

(f) abide by the Policies and Procedures at all times;

(g) ensure that the Project is carried out in a safe way which minimises health and safety risks or harm to people, adhering to the principle of doing no harm;

(h) keep records related to the Grant and the Project for at least seven (7) years; and

(i) promptly notify the Grant Coordinator in writing of any actual or potential Conflict of Interest and take any action APNOR require (to the extent that it is legally permitted to do so) to resolve or otherwise deal with such Conflict of Interest.

5.3 APNOR must:

(a) abide by the Policies and Procedures at all times;

(b) support the Activator in establishing and maintaining appropriate financial management and other policies and procedures to ensure compliance with the Policies and Procedures; and

(c) put in place adequate measures to prevent the Activator from entering into any transaction with, or directly or indirectly funding or supporting, any organisation or individual associated with money laundering, terrorism or any other illegal activities.

6. **Compliance**

6.1 The Activator agrees to act with integrity and ethically in connection with the Grant and the Project, in accordance with its internal policies and procedures and in compliance with all applicable Laws of each jurisdiction(s) in which it is incorporated and operates in or in which the Project is located.

6.2 The Activator confirms that it has provided accurate, complete and up-to-date information related to its organisation, including without limitation, in relation to its legal status, its officers and stakeholders, its financial affairs, the Project, and all relevant policies and procedures to ensure compliance with the Policies and Procedures, in the application form. The Activator must inform APNOR of any change to any information contained in the application form as soon as possible after it becomes aware of any such change.

7. **Anti-money laundering and sanctions**

7.1 APNOR may delay, block or refuse to process any payment or other transaction in connection with this Agreement without incurring any liability if APNOR knows or reasonably suspects that the payment or transaction or the application of its proceeds will:

(a) breach, or cause APNOR to breach, any anti-money laundering, counterterrorism financing laws and regulations, any economic or trade sanctions or restrictive measures or any other applicable Laws of any jurisdiction; or

(b) allow the imposition of any penalty on APNOR or any of its Affiliates under any such Laws,

including where the payment, transaction or the application of its proceeds involves any entity or activity which is the subject of any applicable sanctions of any jurisdiction binding on APNOR or any of its Affiliates, or the direct or indirect proceeds of unlawful activity. In making that determination APNOR shall act reasonably.

7.2 As soon as practicable after APNOR becomes aware that they will delay, block or refuse to process a payment or transaction under Clause 7.1, APNOR will notify the Activator and consult with the Activator in good faith (in each case through the Grant Coordinator) but only to the extent APNOR determines it is legally permitted to do so.

8. **Governing Law and Jurisdiction**

8.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the Laws of New South Wales.

8.2 If a dispute arises under or in connection with this Agreement (including without limitation any dispute with respect to the existence, validity or termination of this Agreement) either Party may issue a Notice of Dispute on the other Party setting out the nature of the dispute and the remedy sought in connection with the dispute. On issuance of a Notice of Dispute, the Parties negotiate in good faith for a period of [30] days (or such longer period as the Parties shall agree in writing) ("**Negotiation Period**") from the date of issuance of the Notice of Dispute to settle the dispute amicably. If the dispute is not settled by the end of the Negotiation Period, the Parties shall seek an opinion in connection with the dispute from a mutually agreed independent legal or other advisor with expertise related to the dispute and, if the Parties do not agree on the identity of the independent legal or other advisor within [10] Business Days after the end of the Negotiation Period or do not resolve the dispute following issuance of the opinion of the independent legal or other advisor, the dispute shall be finally resolved in accordance with Clause 8.3 below.

8.3 Each Party irrevocably agrees that any claims or disputes (including non-contractual claims or disputes) arising out of or in connection with this Agreement or its subject matter shall be [subject to the exclusive jurisdiction of the courts of New South Wales] / [referred to and finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The seat of arbitration shall be Sydney Australia and the language of arbitration shall be English.]

9. **Changes, Concerns and/or Complaints**

If the Activator has any complaints or any concerns with, or requires changes to, to this Agreement, the Activator must notify the Grant Coordinator by email at grant.coordinator.apnor@gmail.com. The Grant Coordinator will then liaise with APNOR who must use reasonable endeavours to address the complaint, concern or change. Where this is not feasible, the matter shall be resolved in accordance with clause 8 above.

10. **Confidential Information**

10.1 A Party must not at any time disclose, to any person which is not a Party, any Confidential Information relating to the negotiation, existence or provisions of this Agreement, the Project, the Grant, or any subject matter of this Agreement, unless it has first obtained the written consent and approval from the other Party or it is permitted under Clause 10.2 to disclose.

10.2 Permitted disclosures

Clause 10.1 does not apply to a disclosure or use of any Confidential Information if:

(a) the disclosure is made to the Grant Coordinator or APNOR;

(b) the disclosure is made to the directors, officers or senior employees of the disclosing person or an Affiliate of the disclosing person for the purpose of ensuring compliance

with the terms of this Agreement, provided that such persons to whom the disclosure is made shall comply with the terms of this Agreement;

(c) the disclosure or use is required by applicable Laws, a court or a governmental authority of competent jurisdiction;

(d) the disclosure or use is required for the purpose of proceedings arising out of this Agreement, or the disclosure is required to be made to a tax authority in connection with the tax affairs of the disclosing person or an Affiliate of the disclosing person; or

(e) the disclosure is made to a professional advisor of the disclosing person, in which case the disclosing person is responsible for ensuring that the professional advisor complies with the terms of Clause 10 as if it were a party to this Agreement.

10.3 The obligations of this Clause 10 survive the termination of this Agreement.

10.4 Both Parties agree not to do anything that would be a breach of privacy Laws in the any jurisdiction in which it is incorporated or organised or any jurisdiction in which it is located.

11. **Termination**

11.1 This Agreement shall commence on the [date of this Agreement] and will continue until the expiry of [six (6)] months after the End Date as provided in Clause 2 unless terminated earlier in accordance with Clause 11.2, 11.3 or 11.4.

11.2 This Agreement may be terminated through mutual agreement in writing between both Parties.

11.3 APNOR may (at its discretion) terminate this Agreement by providing a written notice to the Activator if:

(a) any information or representation given to APNOR by or on behalf of the Activator (including in the application for the Grant) is incomplete, incorrect or misleading in any material respect;

(b) the Activator fails to comply with any of its material obligations under this Agreement;

(c) the Activator is or becomes insolvent (meaning that it is or is deemed to be insolvent in accordance with the laws of the jurisdiction within which it is incorporated or otherwise organised);

(d) if the Activator is a natural person, the Activator dies, is declared bankrupt in accordance with the laws of the jurisdiction in which they reside, becomes, or is declared to be, mentally or physically incapable of managing their affairs or loses their residency status in the relevant host country (with no further right of appeal) or ceases to be involved in the Project;

(e) it is, or it becomes, unlawful for APNOR to provide or maintain the provision of the Grant or for the Activator to comply with its obligations under this Agreement;

(f) the Activator does not maintain any authorisation or permit necessary for it to deliver the Project; or

(g) the Activator abandons the Project;

and, if such event is capable of remedy, the Activator does not remedy the event within 30 days after a written warning from APNOR.

11.4 On termination of this Agreement, any Unspent Funding must be promptly returned to APNOR in accordance with the Policies and Procedures unless otherwise agreed in writing by APNOR. If any such Unspent Funding is not returned to APNOR in accordance with this Agreement and the Policies and Procedures, the amount of such Unspent Funding will be a debt due from the Activator to APNOR.

11.5 Each Party's further rights and obligations cease immediately on the expiry or termination of this Agreement except that:

(a) each Party must continue to comply with Clauses 8 (*Governing Law and Jurisdiction*), 10 (*Confidential Information*), 11.4 (*Termination*), 14 (*Notices*), 16 (*Entire Agreement*) and 18 (*Variation, Waiver and Remedies*); and

(b) termination of this Agreement does not affect a Party's right to claim for a breach of the other Party's obligations under this Agreement if that breach occurred before termination and each Party must continue to comply with each provision of this Agreement necessary for a Party to enforce such a right.

12. **Representations and Warranties**

12.1 The Activator hereby represents and warrants to APNOR that:

(a) if it is not a natural person, it is an independent legal person duly organized, validly existing in good standing under the Laws of the place of its establishment or incorporation;

(b) if it is not a natural person, it has full corporate and/or shareholder authority and/or authority under any applicable trust or partnership deed to enter into this Agreement and to perform its obligations hereunder;

(c) if it is an natural person, it is over the age of 18 and is mentally and physically capable of managing its affairs;

(d) the provisions of this Agreement constitute valid, lawful and binding obligations upon it; and

(e) its execution of this Agreement and performance of its obligations hereunder will not violate any applicable Laws, any licence required for the conduct of its business or any of its constitutional documents, nor will it violate or result in a default under any document, contract or agreement to which it is a party or to which it is subject.

12.2 The Activator represents and warrants to APNOR that, on entering into this Agreement and on each day during its duration:

(a) it has all the rights, title, licenses, interest, research, ethics approvals and property necessary to deliver the Project;

(b) it and its Personnel have the necessary experience, skill, knowledge and competence to perform the work required to deliver the Project;

(c) to the best of its knowledge, information and belief after making diligent enquiries, any reports it provides in respect of the Project, including under Clause 2, will be complete and accurate and not misleading in any material respect;

(d) no Conflict of Interest exists, or is likely to arise, that would adversely affect its ability (or, to the best of its knowledge, information and belief after making diligent enquiries, any of its Personnel's ability) to deliver the Project in accordance with this Agreement; and

(e) it does not (and, to the best of its knowledge, information and belief after making diligent enquiries, its Personnel do not) have any association with any person or organisation associated with money-laundering, terrorism or any illegal activities.

13. **Relationship between the Parties**

The Parties agree that, in entering into this Agreement, their relationship shall be that of independent contractors. The Parties shall not be deemed to be entering into a partnership, joint venture or principal-agent relationship by virtue of this Agreement, nor shall any officer, employee or agent of the Activator be considered to be an officer or employee or agent of the the RLA or APNOR.

14. **Notices**

14.1 Any notice, demand or other communication to be served under this Agreement may be served upon any Party only by registered post or courier or electronic mail to each Party at its address or electronic mail address given below, or at such other address or email address as it may from time to time notify in writing to the other Party.

To APNOR (in care of the Grants Co-ordinator) at:	To the Activator at:
Address: 19 Ostend Street South Granville NSW 2142 Email: grant.coordinator.apnor@gmail.com & najeeba.w.coordinator@gmail.com Marked for the attention of: Thomas Gillman, Grant Coordinator and Najeeba Wazefadost, Founder/Executive Director; Asia Pacific Network of Refugees (APNOR)	Address: [***] Email: [***] Marked for the attention of: [***]

14.2 Unless there is evidence that it was received earlier, a notice or other communication that complies with Clause 14.1 is deemed given:

(a) if delivered by hand, at the time of delivery, except as provided in Clause 14.3;

(b) if sent by registered post or courier, at 9:00 am on the second Business Day after the day of posting;

(c) if sent by e-mail, at the time of its transmission, except as provided in Clause 14.3.

14.3 Effect of delivery by hand or e-mail after 5:00 pm or on a non-Business Day

(a) If deemed delivery under Clause 14.2 of a notice or other communication delivered by hand or sent by e-mail occurs before 9:00 am on a Business Day, the notice or other communication is deemed delivered at 9:00 am on that day.

(b) If deemed delivery under Clause 14.2 of a notice or other communication delivered by hand or sent by e-mail occurs after 5:00 pm on a Business Day or on a day which is not a Business Day, the notice or communication is deemed to have been given at 9:00 am on the next Business Day.

14.4 In this Clause, a reference to time is to local time in the country in which the recipient of the notice or communication is located.

14.5 A Party may notify the other Party of a change to any of the details for it [or its copy recipient] referred to in Clause 14.1. The notice must comply with the terms of Clause 14.1 and must state the date on which the change is to occur. That date must be on or after the fifth (5^{th}) Business Day after the date on which the notice is delivered.

15. **Assignment**

15.1 Except as provided in Clause 15.2, neither Party may assign, transfer, charge or deal in any other manner with any of its rights or obligations under this Agreement.

15.2 APNOR may at any time assign, transfer, charge or deal in any other manner with all (but not some only) of its rights and obligations under this Agreement to an Affiliate.

16. **Entire Agreement**

16.1 This Agreement constitutes the entire agreement between the Parties in respect of the Project and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17. **Invalidity**

17.1 If a provision of this Agreement is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in this Agreement, but the validity or enforceability of the remaining provisions of this Agreement will not be affected.

18. **Variation, Waiver and Remedies**

18.1 A variation of this Agreement is valid only if it is in writing and duly executed by, or on behalf of, the Parties.

18.2 A delay or failure to exercise, or a delay in exercising, a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. A waiver of a breach of this Agreement does not constitute a waiver of a subsequent or prior breach of this Agreement.

18.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. **Counterparts**

This Agreement may be entered into in any number of counterparts and any Party may enter into this Agreement by executing any counterpart. A counterpart constitutes an original of this Agreement and all executed counterparts together have the same effect as if each Party had executed the same document.

20. **Language**

This Agreement is in English. If this Agreement is translated into another language, the English language version will prevail.

21. **Costs**

Each Party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

22. **Further Assurance**

At its own expense, the Activator shall (and shall use reasonable endeavours to procure that any relevant third party shall) promptly execute and deliver such documents and perform such acts as APNOR may require from time to time for the purpose of giving full effect to this Agreement.

23. **Communications**

The Activator will acknowledge APNOR where possible in any relevant outreach material (for example social media posts or press releases) as the funder and supporter of this project.

24. **Agreement**

Both Parties accept the terms set out in this Agreement and will adhere to these throughout the implementation of the Project.

Executed by the Parties on the date stated at the beginning of it.

APNOR

EXECUTED by **Asia Pacific Network of Refugees Ltd. (ACN 640 281 170)** in accordance with section 127 of the Corporations Act 2001 (Cth)	)	
	)	…….
…….	)	Director/Company Secretary
Director	)	
	)	…….
……..	)	Name of Director/Company Secretary
Name of Director		

Date:

Activator

If the Activator is a company incorporated under the Corporations Act 2001 (Cth) with a sole director and no company secretary:

EXECUTED by [insert name of Activator] in accordance with section 127 of the *Corporations Act 2001* (Cth)	)	
	)	…….
		Sole Director
		…….
		Name of Sole Director

Date:

If the Activator is a company incorporated under the Corporations Act 2001 (Cth) with a sole director who is also the sole company secretary:

EXECUTED by [insert name of Activator] in accordance with section 127 of the *Corporations Act 2001* (Cth)	)	
	)	…….
		Sole Director and Sole Company Secretary
		…….
		Name of Sole Director and Sole Company Secretary

Date:

If the Activator is a company incorporated under the Corporations Act 2001 (Cth) with a sole director and a separate company secretary:

EXECUTED by [insert name of Activator] in accordance with section 127 of the *Corporations Act 2001* (Cth)	))))))
…….	…….
Director	Company Secretary
…….	…….
Name of Director	Name of Company Secretary

Date:

If the Activator is a company incorporated under the Corporations Act 2001 (Cth) with two or more directors:

EXECUTED by [insert name of Activator] in accordance with section 127 of the *Corporations Act 2001* (Cth)	)))))
…….	…….
Director	Director/Company Secretary
…….	…….
Name of Director	Name of Director/Company Secretary

Date:

If the Activator is any other entity:

EXECUTED by [insert name of Activator] by its authorised signatories	)))))
…….	…….
Authorised Signatory	Authorised Signatory
…….	…….
Name of Authorised Signatory	Name of Authorised Signatory

Date:

If the Activator is an individual:

EXECUTED by [insert name of Activator]	)))))
	…… Signature of Activator

Date:

Witnessed by [insert name of head of organisation/or similar staff member of organisation]	)))))
	…… Signature of Activator

Appendix 1

Reporting templates

Project Progress Report

Name of the Refugee-Led Organisation ("RLO") / Refugee-Led Initiative	
Name of Project	
Date report completed	

Questions:

- How has it been going up until now?
- What have you done so far, as of the date of this report?
- How much of the budget have you spent so far? How much is left?
- What do you think has been your biggest success to date?
- Any changes or things that have happened (Risks) to date?
- What have you learnt so far and what would you like to tell RLA about?

Asia Pacific Network of Refugees

End of Project report

Name of the Refugee-Led Organisation ("RLO") / Refugee-Led Initiative ("RLI")	
Name of the Project	
Report Date of Completion	
This Report was completed by	
This Report was approved by	

Section 1 – What did you do?

Please describe the activities and/or actions carried out during the course of this Project (200 – 300 words)

Note: You may describe the activities and/or actions by way of photographic/video evidence. Please either add the photo(s) in this Report or attach the photo(s) with this Report in your email to the Grants Coordinator. Please send all video(s) (if any) directly to the Grants Coordinator and make a note in this Report that the video(s) has/have been sent separately.

Budget

Please state the amount of funding spent on each activity per the Project Framework. Please also state the amount of any leftover funding.

Description of Activity	**Planned Budget (AUD)**	**Actual Expenditure (AUD)**
Total	xxx	xxxx
	Balance	xxx

Section 2 – What do you think have been the biggest successes of the Project?

(200 – 300 words)

Section 3 – How did the Project help the beneficiaries?

(200 – 300 words)

Section 4 – Sustainability and next steps

Please explain how this Project has helped the RLO/I achieve its objectives and how do the RLO/I intends on building on the success of this Project?

(150 – 250 words)

Section 4 – Learnings

What have you learnt from this Project?

(150 – 200 words)

Please state below your comments (if any) to The Refugee Leadership Alliance and APNOR about the Pilot Pooled Fund Project?

(100 – 150 words)

Section 5 – Communications

If feasible please include links to the Project website and/or include images of the Project and any publications/articles that relating to the Project.

Section 5 – Declaration for funds spent

Please sign the statutory declaration below to declare that you have spent the funding in a manner consistent with the stated purpose in your approved application (as submitted on [*date*]). For more information about the form please see: https://www.ag.gov.au/legal-system/publications/commonwealth-statutory-declaration-form

If you have any questions or require support in completing this statutory declaration please contact the Grant Coordinator [grant.coordinator.apnor@gmail.com]

Commonwealth of Australia

STATUTORY DECLARATION

Statutory Declarations Act 1959

1 Insert the name, address and occupation of person making the declaration

I,[1]

make the following declaration under the *Statutory Declarations Act 1959:*

2 Set out matter declared to in numbered paragraphs

[2]

In accordance with the Grants Agreement entered into between [**] and [**] dated [dd/mm/yyyy] ("**Grants Agreement**") [*insert organisations/initiative name*] has:

- spent the Grant (as defined in the Grants Agreement) for the agreed activities and for the sole purpose of the Activator Project (as defined in the Grants Agreement) in accordance with Clauses 2 and 3.3 of the Grants Agreement;
- the Grant was used in compliance with all Applicable Laws (as defined in the Grants Agreement), including but not limited to: anti-terrorism financing and asset control laws and regulations, anti-bribery and corruption laws, laws regulating the regulation of the services, laws regulating authority to conduct business, permits, licenses, tax withholding and payments, reporting and employment in accordance with Clause 3.4 of the Grants Agreement; and
- the Grant was not used to support or promote violence, terrorist activity or related training, money-laundering, or lobbying, election campaigning or voter registration activity in accordance with Clause 3.4 of the Grants Agreement.

That the amount of funds spent stated in this Report are true and accurate.

That if any portion of the Grant remains unspent at the end of the Activator Project in accordance with Clauses 2, 3.5 to 3.7 and 11.4 of the Grants Agreement,

insert either one: [the RLO/RLI] has discussed and agreed with the RLA as to how to spend the remainder of the Grant as stated in Clause 3.5 to 3.6 of the Grants Agreement OR the Grants Agreement terminated at the end of the project period stated within Clause 2, 3.7 and 11.4 of the Grants Agreement.

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

3 Signature of person making the declaration

3

4 *[Optional: email address and/or telephone number of person making the declaration]* [4]

5 *Place* Declared at [5] on [6] of [7]

6 *Day*

7 *Month and year* Before me,

8 *Signature of person before whom the declaration is made (see over)* [8]

9 *Full name, qualification and address of person before whom the declaration is made (in printed letters)* [9]

[10]

10 *[Optional: email address and/or telephone number of person before whom the declaration is made*

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959*.

Note 2 Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* — see section 5A of the *Statutory Declarations Act 1959*.

A statutory declaration under the *Statutory Declarations Act 1959* may be made before–

(1) a person who is currently licensed or registered under a law to practise in one of the following occupations:

Architect	Chiropractor	Dentist
Financial adviser	Financial Planner	Legal practitioner
Medical practitioner	Midwife	Migration agent registered under Division 3 of Part 3 of the *Migration Act 1958*
Nurse	Occupational therapist	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) a person who is in the following list:

Accountant who is:

a) a fellow of the National Tax Accountants' Association; or

b) a member of any of the following:

i. Chartered Accountants Australia and New Zealand;

ii. the Association of Taxation and Management Accountants;

iii. CPA Australia;

iv. the Institute of Public Accountants

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public

APS employee engaged on an ongoing basis with 5 or more years of continuous service who is not specified in another item in this list

Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)

Bailiff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of a Commonwealth authority engaged on a permanent basis with 5 or more years of continuous service who is not specified in another

item in this list

Employee of the Australian Trade and Investment Commission who is:

(a) in a country or place outside Australia; and

(b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and

(c) exercising the employee's function at that place

Employee of the Commonwealth who is:

(a) at a place outside Australia; and

(b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and

(c) exercising the employee's function at that place

Engineer who is:

a) a member of Engineers Australia, other than at the grade of student; or
b) a Registered Professional Engineer of Professionals Australia; or
c) registered as an engineer under a law of the Commonwealth, a State or Territory; or
d) registered on the National Engineering Register by Engineers Australia

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*

Master of a court

Member of the Australian Defence Force who is:

a) an officer
b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service
c) a warrant officer within the meaning of that Act

Member of the Australasian Institute of Mining and Metallurgy

Member of the Governance Institute of Australia Ltd

Member of:

a) the Parliament of the Commonwealth
b) the Parliament of a State
c) a Territory legislature
d) a local government authority

Minister of religion registered under Subdivision A of Division 1 of Part IV of the *Marriage Act 1961*

Notary public, including a notary public (however described) exercising functions at a place outside

a) the Commonwealth
b) the external Territories of the Commonwealth

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office providing postal services to the public

Permanent employee of

a) a State or Territory or a State or Territory authority
b) a local government authority

with 5 or more years of continuous service, other than such an employee who is specified in another item of this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior executive employee of a Commonwealth authority

Senior executive employee of a State or Territory

SES employee of the Commonwealth

Sheriff

Sheriff's officer

Teacher employed on a permanent full-time or part-time basis at a school or tertiary education institution

Appendix 4: Monitoring Framework

RLO-to-RLO Flexible Enabler Fund Grants Awarded Overview

Total amount awarded	xx
Total number of organisations awarded grants	xx
Total number fo applications received	xx
Start Date	xx
End Date	xx
Overall Progress	

Organisation	Location	How this project aligns with Pooled Fund pupose/aims/values	Project activities	Amount paid out	Start	End	Status	2023 March	April	May	June	July	August	Septembe	October	November	December
Grant recipient		*(add text here)*	*Project activity/outcome*														
Project name			*Action 1*	xxxx	xx	xx	**Completed**										
			Action 2	xxxx	xx	xx	**In-progress**										
			Action 3	xxxx	xx	xx	**Overdue**										
			Action 4	xxxx	xx	xx	**Not yet started**										
Grant recipient																	
Project name																	
Project activities/outcomes																	
Grant recipient																	
Project name																	
Project activities/outcomes																	
Grant recipient																	
Project name																	
Project activities/outcomes																	

Refugee Innovation Open Fund Grants Awarded Overview

Total amount awarded	xx
Total number of organisations awarded grants	xx
Total number fo applications received	xx
Start Date	xx
End Date	xx
Overall Progress	

Organisation	Location	How this project aligns with Pooled Fund pupose/aims/values	Project activities	mount paid o	Start	End	May	June	July	August	September	October	November	December
Grant recipient		*(add text here)*	*Project activity/outcome*											
Project name			*Action 1*	xxxx	xx	xx								
			Action 2	xxxx	xx	xx								
			Action 3	xxxx	xx	xx								
			Action 4	xxxx	xx	xx								
Grant recipient														
Project name														
Project activities/outcomes														
Grant recipient														
Project name														
Project activities/outcomes														
Grant recipient														
Project name														
Project activities/outcomes														

Appendix 5: Grant Guidelines

Refugee Leadership Alliance

RLO/I Empowerment Fund - Pilot Pooled Funding Project

Grant Guidelines

2022-2023

Introduction

These grant guidelines are for the pilot funds, the *RLO/I-to-RLO/I Flexible Enabler* and the *Refugee Innovation Open Fund*, coordinated by the Refugee Leadership Alliance (RLA) Pooled Fund Trustees. These guidelines provide an overview of the processes of each grant and are designed to help organisations/initiatives in the application process.

Within these guidelines you will find:

- eligibility and assessment criteria
- the grant consideration and assessment process
- notification and payments
- monitoring processes
- responsibilities and obligations for each fund

The Refugee Leadership Alliance Pooled Fund Trustees will have the oversite for these funds and will be supported in the processes involved in disbursing these funds by the Grants Coordinator.

Glossary

APNOR – Asia Pacific Network of Refugees.
Charity – A group that is involved in or leading charitable work.
Donor – any organisation that is involved in providing aid and support for development purposes.
Government agency – public institutions or representatives.
Incorporated association – A group that is registered as such with the appropriate authority.
Not for profit – An organisation which is involved in actions that are not profit seeking and are registered as such with the appropriate authority.
Organisation – is a blanket term for groups or initiatives.
Refugee-led organisation/Refugee-led initiative – includes initiatives and organisations which are led by people who have or are experiencing forced migration.
Refugee leader – a person who has or is experiencing forced migration and is advocating or working for their community and/or systemic change.
The Alliance – The Refugee Leadership Alliance.
Trustees – The Refugee Leadership Alliance Pooled Fund Trustees

1. Pooled fund flow chart

Purpose of the pooled fund

This fundings is set up to provide flexible, core, untied funding for RLO/I/I's in the Asia-Pacific region and to support the achievement of the Refugee Leadership Alliance's aims and ambitions for refugee leaders and refugee-led groups in the Asia-Pacific region.

The fund opens on

The grant guidelines and the call for applications will be released.

Complete applications

All interested groups to complete the application form and submit.

Assessment period

Applications are then assessed against the eligibility criteria and assessment criteria by The Refugee Leadership Alliance Funding Pooled Fund Trustees. You will be notified if you are not eligible. If eligible the Pooled Fund Trustees assess your eligible application against the assessment criteria.

Grant decisions made

The Pooled Fund Trustees decide who is successful in their application.

Notification

We advise you of the outcome of your application. Unsuccessful applicants may not be notified until grant agreements have been signed by successful applicants. We will work with unsuccessful applicants to see if there are other sources of funding that they could apply for.

Enter into grant agreement

The Pooled Fund Trustees will sign individual grant agreement with all successful applicants.

Deliver the project/initiative

You undertake the activities set out in your grant agreement and associated project framework. You will be supported by the Grants Coordinator in this process. Payments will be made as per the agreement. The Pooled Fund Trustees will maintain oversite of the project through your reporting requirements.

Evaluation of the pilot project

We evaluate your initiative and the pilot project as a whole. We base this on information you provide to us and that we collect from various sources.

2. The pooled fund – pilot project

This fund will provide core funding directly to refugee-led organisations and initiatives (RLO/Is) working in first destination countries, given how difficult it is to access funding networks as a refugee in the region, compared to in a country like Australia or New Zealand. However, we actively support domestic initiatives, particularly those that stand in meaningful solidarity with people who lack permanent protection.

The available funding is in two parts, one part will be administered via invitation and is called the *RLO/I-to-RLO/I Flexible Enabler*. While the second, called the *Refugee Innovation Open Fund*, will be made available through an open and competitive application process. The pilot will be used as a basis for future funding models within this space, and it is designed to follow best practice and enable participation, empowerment and capacity development.

2.2 Governance

A separately constituted Pooled Fund Trustees with the support of APNOR will manage the extended due diligence process to enable RLA and APNOR to comply with its obligations and requirements.

2.3 The funds values and aims

The values:

- empowerment,
- participation, and
- engagement of refugee-leaders in the decision-making procedures that impact upon their lives

The purpose:

- enable stronger and deeper participation of refugees in decision making process,
- to support the development of refugee leaders and groups capacities to apply for and manage funds, and
- to generally support the empowerment and participation of people who have or are experiencing forced migration

The aims:

- To provide core/untied funding to refugee-led organisations and initiatives (RLO/I's) in the Asia-Pacific region
- To create stronger connections between potential donors and RLO/I's in the Asia-Pacific region
- To support gender equity
- To support movement building towards the Refugee Participation Revolution

3. Fund size and timeframe

3.1 Fund sizes

For the invitations only *RLO/I-to-RLO/I Flexible Enabler*, the funding amounts will be commensurate to the size of the RLO/I. For instance, an organisation/initiative that has never been funded will start with a smaller grant and be encouraged to put it towards, for example, a paid position; a larger organisation/initiative (approximately AU$1M plus) will have access to a larger amount of funding.

For the *Refugee Innovation Open Fund* – organisations/initiatives will be able to apply for projects of between approximately AUD5,000 and AUD20,000. These figures should be seen as guides and if a

group would like to apply for more or less than these amounts, or potentially explore co-funding opportunities, this would also be welcomed by the Trustees. If a group is interested in this, then they should note these details in the application form and the Trustees will assess these and make a final decision on the amount to approve. However, given the total funding available, we encourage applicants to aim for between AUD5,000 and AUD20,000.

Newer groups, or groups who have not managed much funding previously are encouraged to apply for a smaller amount. While groups with more experience are encouraged to apply for larger amounts.

Note: The fund is in AUD, please ensure that all reporting includes amounts in AUD with the relevant exchange rate at the time.

3.2 Funds timeframe

The aim is for groups to apply for projects which are about 12 months long. However, if you feel that you need more or less time, please specify this in your application.

Extensions may be approved if valid reasons are provided. The Trustees will review any request for extensions and will make the final decision on this.

3. Eligibility criteria

The Pooled Fund Trustees will have final say on whether an organisation meets the eligibility criteria. Any issues or complaints can be raised directly with the Trustees by emailing or calling the Grants Coordinator [grant.coordinator.apnor@gmail.com] who will then collate this information and pass onto the Trustees for them to action.

Please note, applications cannot be considered if the applying organisations/initiative do not meet the eligibility criteria.

4.1 Who is eligible?

To be eligible to apply for either of the funds available you must:

- Be a refugee-led organisation/initiative
- Be supporting or working directly with people and communities who have or are experiencing forced migration
- Be located in the Asia-Pacific region

Generally, we will accept applications:

- From refugee-led organisations/initiative of all sizes and we encourage those who have not received funding before to apply
- From applicants who can provide evidence from your board (or chief executive officer or equivalent if there is no board) that the proposed project is supported, and that you can complete the project
- Organisations should also have processes in place for the managing of funds and for the ethical implementation of such funds and associated projects

4.2 Who should apply

We encourage refugee-led organisations/initiatives in the Asia-Pacific region to apply who are;

- working with or directly supporting refugees and refugee communities within the region especially in relation to the enabling of refugee rights
- refugee-led organisations/initiatives or refugee leaders who are advocating for systemic change within the humanitarian system are encouraged to apply
- Organisations which have or are willing to create processes for managing of funds and for the ethical implementation of such funds

Groups who received funding under the *RLO/I-to-RLO/I Flexible Enabler* are not eligible to apply for the *Refugee Innovation Open Fund*.

4.3 Who is not eligible?

Applications cannot be accepted from people or organisations who:

- Are a donor
- Are not refugee-led
- Are not a refugee leader
- Are a government or government agency
- Currently face criminal legal action

4.4 What else is required?

Your organisation should work towards ensuring and maintaining the following standards:

- To work within the parameters of the laws which govern the country in which you are based
- To ensure human rights are protected and upheld at all times
- To protect and support vulnerable peoples at all times
- It would be beneficial if the applicant has for example; working with vulnerable peoples registrations, first aid training if relevant, working with children checks if possible. However, if you do not have any of these, or are potentially working towards achieving some of these, please still apply.

5. What the funding can be utilised for

5.1 Supported activities

The aim of this pilot project is to provide flexible, untied, core funding for RLO/I's and refugee leaders in the Asia-Pacific region. Given this, either of the funding grants can be used for, for example, but not limited to:

- Core funding for activities related to the running of your organisation
- To employ staff
- To pay wages
- To run advocacy campaigns or similar
- For projects that protect and promote human rights
- Activities that promote the wellbeing of your staff
- Other activities or actions that are key to the running of your organisation
- Trainings
- Innovative projects
- Advocacy
- Support action planning

- Capacity development

The above points are designed as guides, and the Pooled Fund Trustees will consider all applications as long as you meet the eligibility criteria and submit a complete application.

5.2 Eligible locations

These funds are for refugee-led organisations who are currently based within the Asia-Pacific region and the funding must be spent on projects, or initiatives, located within this region as well.

5.3 How you can spend the funding

The funding can only be spent on agreed activities as described in your application, see section 6 'The application process' for more details.

What the funding can and cannot be spent on may be updated periodically, however, if successful it will be the guidelines that exist at the time of notification of success that will apply to your project.

The Trustees will make the final decision on what is eligible to be funded based on the application that is submitted.

If there is funding left over at the end of the project, then the group should contact the Pooled Fund Trustees and the Grant Coordinator, to discuss how these funds could be spent and whether an extension is needed.

All parties agree that the grant funds will be transferred and used in compliance with all applicable international, national, state and local laws, regulations, rules, including but not limited to: anti-terrorism financing and asset control laws and regulations, anti-bribery and corruption laws, laws regulating the regulation of the services, laws regulating authority to conduct business, permits, licenses, tax withholding and payments, reporting, and employment.

5.4 The funding cannot be used for

The following will not be able to be funded under this pilot project:

- Purchasing of land
- Any illegal activity or activity which may enable illegal activities
- Activities outside of the Asia-Pacific region
- No grant funds can be used to support or promote violence, terrorist activity or related training, money laundering, or lobbying, election campaigning, or voter registration activity.

The Trustees have the ability to decide that an action or activity as ineligible for this funding based on the application which is submitted on a case-by-case basis to ensure that the grants are only disbursed to applications that support the aims, values and ambitions of the RLA and APNOR.

6. Application process

Groups will need to complete the application form in full and in English in order to be eligible for the grants. If you believe that English could cause an issue for you, then please contact the Grant Coordinator [grant.coordinator.apnor@gmail.com] and we will try and find a solution for you.

You can choose any of the three following methods to complete the application form:

<u>Option 1: Submit via PDF or word document</u>

Download the application form from the RLA page on the APNOR website, or by emailing the Grant Coordinator directly on [grant.coordinator.apnor@gmail.com]. Complete the form and save as a PDF and submit it via email to the Grant Coordinator before the closing date.

Option 2: Submit via online form

Access the application form via this link [https://form.jotform.com/223166426151046] Complete the application form and submit online before the closing date.

Option 3: Submit via video or voice recording

Download the application form from the RLA page on the APNOR website. Record a video or create a voice recording which answers all the questions in the form. Send this file to the Grants Coordinator via email [grant.coordinator.apnor@gmail.com]. If you would like to send via WhatsApp or similar, please email the Grant Coordinator to organise a call where we can discuss how to do this. Please ensure that if you use this method that you have consent written or verbal consent for the video from all those included, especially children.

If you would like support in completing your application or choosing which method of application would be best for you, the RLA will run a series of 'Advisory Sessions'. In these sessions you will be able to have one-on-one time with the Grants Coordinator who will be able to answer all your questions and help you fill in the application form. If you would like to book one of these sessions, please email the Grants Coordinator [grant.coordinator.apnor@gmail.com] to organise a time that would work for you.

If you have any other questions during this process, please contact the Grant Coordinator [grant.coordinator.apnor@gmail.com] who will liaise with the Trustees to answer your queries.

It is your responsibility to ensure that applications are completed in their entirety and that all information contained in your application is true and accurate to the best of your knowledge. Where you think there might have been a mistake in your application, please contact the Grant Coordinator as soon as possible and we will work to address this. Asides from this, it will not be possible to change your application after submission. The Pooled Fund Trustees may ask for further information about your project during the assessment period.

We recommend that you keep a copy of your application. We will notify you via email that we have received your application.

7. Assessment and selection

The Pooled Fund Trustees will be the body that will assess all the applications. The Grants Coordinator, who is not involved in making decisions about who is successful, will collate all the applications and share these with the Trustees for their review.

7.1 Application assessments

Your application will be assessed against criteria, please see Appendix 1 for the criteria. The Trustees are experts from across the region and have a wealth of knowledge and experience. The Trustees decision is final and covers all areas, including;

- The approval of the grants
- The grant amount to be awarded
- The grant agreement

Trustees will review each application against these criteria and meet in order to discuss and decide upon who is successful as outlined in the RLA Assessment, approval, and payment policy.

The Trustees will ensure that there is a geographic spread among the successful applicants. They will also ensure that there is a spread of new and more mature groups among the successful applicants as well.

If there are unintentional errors in the application, you may be contacted to provide further clarification or detail.

While the Trustees decision is final, there is an appeals mechanism in place. Those who would like to appeal a decision can make use of a number of methods to lodge their appeal. Options include:

- send a written concern to the Grants Coordinator via email who will negotiate a process of mediation between the concerned party and the Trustees.
- send a text message to the Grants Coordinator to organise a time where the coordinator can call you and make note of your appeal via telephone. Then the Coordinator will liaise with the Trustees to find a solution.
- seek expert advice on your appeal and raise this directly with the Trustees.

8. Notification of results

8.1 Successful applicants

All applicants will be notified by the Grants Coordinator whether they are successful or not, approximately 5 weeks after the closing date of the fund. A media release and social media posts will also be released highlighting those who have been successful.

8.2 Unsuccessful applicants

Unsuccessful applicants can book a time to speak with the Grants Coordinator about why their application was not successful, what could be done differently and what other potential funding opportunities are currently available for the organisation. We will work with unsuccessful applicants to see if there are other sources of funding that they could apply for.

8.3 Records of applicants and decisions

A record will be kept of all decisions made by The Trustees. An overview of the successful and non-successful candidates will also be kept by the Grant Coordinator on a safe password protected storage system.

9. Once successful

Successful applicants will receive an email from the Grants Coordinator congratulating them on their success. A list of successful organisations will also be published via other media channels as well once all have been notified.

The congratulatory email will also include information on:

- The grants agreement
- RLA Code of Conduct
- Processes for invoices and payments
- Reporting templates and requirements

9.1 The Grant Agreement

The grant agreement sets out the roles, responsibilities and obligations for both the funder payer, ie the Pooled Fund Trustees, and the successful applicant. This is a binding document and is designed to provide clarity and guidance about how each partner will function within the processes of the project which is to be funded.

9.2 Payment processes

For all grants, 100% of payments will be made upfront to the successful group as per the Assessment, approval and payment processes policy. Once groups have been assessed they will need to provide an invoice and proof of bank account to the Trustees who will review and once satisfied will complete the payment.

10. Reporting processes

10.1 Updating information

In keeping with the values of flexibility and open communication, organisations are encouraged at all stages to keep a strong line of communication with the Grants Coordinator and The Alliance, especially in the case of circumstances changing.

We would also like to be kept up to date with any changes in personnel or financial circumstances. Please notify the Grants Coordinator of any such changes as soon as possible if this is the case.

10.2 Reporting

All successful applicants will be asked to provide a progress report after 6 months and an end of project report at the close of the project, using the templates which will be provided by RLA. The progress report will be done via a telephone call with the Grants Coordinator and will be a chance to check in to see how the project is going. The Grants Coordinator will be in touch about organising the time for this. The end of project report will need to be a written report but we can help you with the completion of this report.

10.3 Keeping records

It is up to the successful organisation to ensure that they maintain true and accurate records of all activities related to the funding. Please ensure you have a method of storing your data, either soft or hard copy, in a secure location.

11. Integrity

The Refugee Leadership Alliance Pooled Fund Trustees will ensure, to the best of its abilities, that the grant processes are fair and equitable and coordinated in alignment with these grant guidelines and all other relevant policies. These guidelines may be changed from time to time by the Trustees in order to ensure that they are up to date and relevant. Revised guidelines will be communicated to all through an appropriate method decided upon by the Trustees.

11.1 Feedback and questions

For all enquiries and or feedback please contact the Grants Coordinator [grant.coordinator.apnor@gmail.com]. The Grants Coordinator will share this with the Trustees and coordinate any needed follow up actions.

11.2 Privacy

We treat your personal information with the utmost respect. We will only collect information relevant to the application and all information will be safely stored on a password protected cloud system. We will only share details of the successful organisations with the general public, and this will be limited to the contact person and details, the website of the organisation and information about the project funded. Such information will be shared through emails and social media. If you are concerned about the levels of sharing please contact the Grants Coordinator [grant.coordinator.apnor@gmail.com] who will liaise with the Trustees to find a solution.

12. Appendices

Appendix 1: Assessment criteria

Assessment framework

Section 1 - The applying organisation

Eligibility Criteria	
Is this organisation RLO/I lead?	Yes / No
Is this organisation serving the refugee community?	Yes / No
Is this organisation based in the Asia-Pacific region?	Yes / No
Where is the organisation based?	
How long have they been running for?	

To what extent do you feel that this group is ready and prepared to accept funding and the management of this funding?
To what extent do they encourage a gender balance within the organisation?
To what extent do you think they need this funding based on the other funding that they have available to them?
To what extent does this project align with the Pooled Funds aims/values/purpose?

To what extent do you think this group is relatively risk free? I.e. are they potentially involved in or support terrorist activities, are they susceptible to fraud and financial mismanagement?

Section 2 - The project

Theme	Consideration	Comment
Trust	To what extent does this project generate trust for RLO/I's work in the region?	
	To what extent does this project raise awareness of RLO/Is in the region?	
	To what extent will this project support positive on-the-ground change for refugees?	
Context	To what extent does this project address the key problems noted by the RLO/I in the application?	
	To what extent have they mitigated the noted risks and potential external changes in circumstances involved in the project?	
Initiative	Does the application present a clear, organised and achievable project?	
	To what extent do the outcomes of the project match with the funding amount requested, is it realistic?	
	Does the project propose durable solutions that will support refugees into the future?	
	To what extent is the "unique point of difference" of this project unique and innovative?	
Empowerment	To what extent does this project work to empower refugees?	
	To what extend does this project empower women and vulnerable groups?	
Collaboration	To what extent does this project support the RLO/I movement in the Asia-Pacific region?	
	To what extent is this project strengthening the organisation and making the organisations more sustainable?	
Knowledge	To what extent does this project present learning opportunities for both RLA and the recipient?	

	To what extent does this project align with the aims and values of the RLA?	
	To what extent does this project work towards achieving the success factors of the RLA?	

Section 3 – Overall comments and recommendation on application

Any other reviewer comments about this application
Overall recommendation of this application
Taking into consideration the answers in this framework, do you think this application should be funded (i.e. is successful) and why, including geographic and experience spread of organisations?

For Trustees Group Discussion:

Scoring system: 1-10 where 10 is the best score and 1 is the lowest score.

Theme	**Score**	**Comments**
Trust – how much do you trust this group?		
Risk – how risky for RLA is it to support this project?		
Financial management – what would you score the applicants ability in terms of financial management?		

Ethical conduct - what would you score the applicants ability to ethically deliver the project proposed?		
Marginalised people – to what extent does this project protect and/or empower marginalised peoples?		
Initiative – Is this application innovative and show good healthy initiative?		
Empowerment – how would you score this projects ability to support the Refugee Participation Revolution in the Asia-Pacific region?		
Empowerment - How would you score the groups empowerment of women?		
Sustainability – What would you score the ability of this project to help build the sustainability/self-reliance of the applying group?		
Alignment with purpose/values/aims - how would you score the groups alignment with RLA's purpose/aims/values? 10 being completely align.		

Reference checks

Question: What is the reputation of this group?

Answer:

Question: What are the risks associated with this group (especially in relation to terrorism)?

Answer:

Question: Do they have relevant financial management processes?

Answer:

Question: General comments about the group

Answer:

Portal Checks

Portal	Score (if applicable) or Passed	Comment
Consolidated Lists		

Bank details checks

Did the invoice provided match with the proof provided – Yes [ ] or No [ ] Where there any other concerns noted during this process?