

CTR 2021/424-359

Annex I – Description of Action

Preventing and Countering Corruption in Papua New Guinea (“PNG Anti-Corruption Project”)

PROJECT DOCUMENT

Project title	Preventing and Countering Corruption in Papua New Guinea (“PNG Anti-Corruption Project”)
Location	Papua New Guinea
Strategic Framework Sub programme and related Expected Accomplishment	<p><i>UNODC Regional Programme for Southeast Asia and the Pacific – Anti-Corruption Component</i> <i>UNDP Strategic Plan:</i> Output 2.2. National, local and urban governance institutions are transparent and accountable for equitable access to services (tools, best practice)</p> <ul style="list-style-type: none"> • Indicator 2.2.1: Number of countries supported to develop or update preventive anti-corruption policies, plans or strategies Baseline: 0 (2017) Target: 4 • Indicator 2.2.3 No of sub-national and local governments supported to enhance transparency and accountability for improved service delivery/SDGs Baseline: 0 (2017) Target: 4
Linkages to Country Programme	<p><i>UNDP PNG CPD:</i> Outcome 1: By 2022, government and non-governmental institutions demonstrate improved transparency, accountability, delivery of justice and promotion of peace and security</p> <ul style="list-style-type: none"> • Output 1.1: Institutions have strengthened systems & capacities to perform their functions roles & responsibilities in support of good governance service delivery democracy peace & security • Indicator 1.1.3 Number of state entities at national, provincial and district levels adopt and implement the integrated finance management system (IFMS) to reduce corruption
Regional Programme	<i>UNODC Regional Programme for Southeast Asia and the Pacific – Anti-Corruption Component</i>
Thematic Programme	<i>UNODC Global Programme to prevent and combat corruption through the effective implementation of the United Nations Convention against Corruption in support of Sustainable Development Goal 16 (GLOZ99; SB-005747)</i>

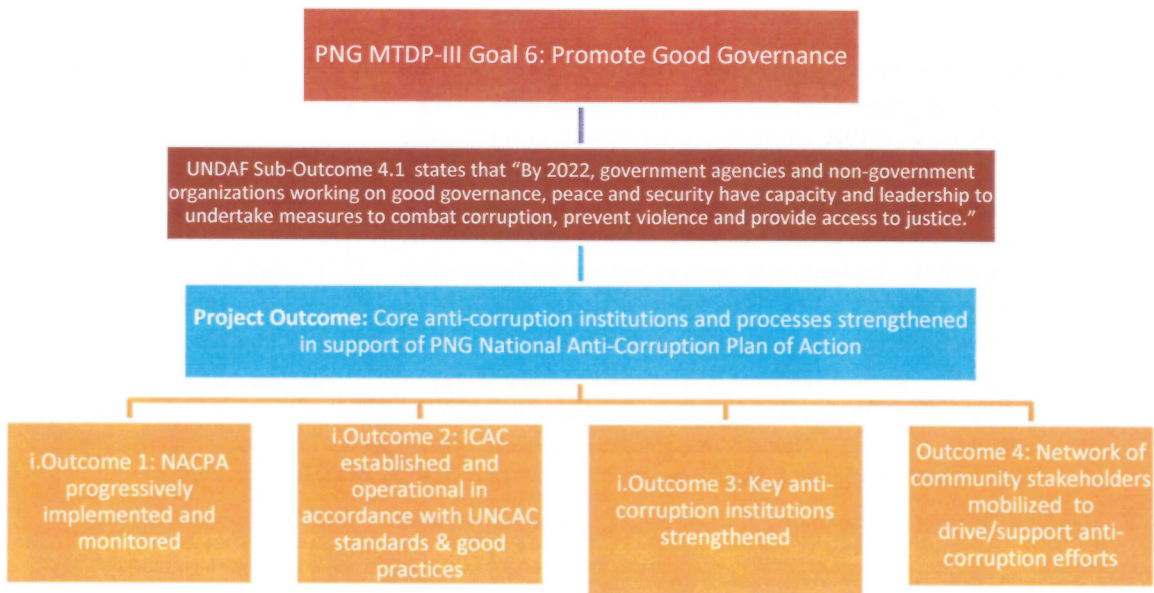
Beneficiaries: Independent Commission against Corruption, National Fraud and Anti-Corruption Directorate in the Royal Papua New Guinea Constabulary, Provincial Fraud and Anti-Corruption Units, Office of the Public Prosecution, Department of Justice and Attorney-General, Department of the Prime Minister & National Executive Council, Financial Analysis and Supervision Unit, Ombudsman Commission, Public Service Commission, Department of Provincial and Local Government Affairs, Transparency International Papua New Guinea, PNG Media Association, Business Against Corruption Alliance, PNG Chamber of Commerce.



Brief Description

An integral part of the EU-PNG Partnership for Good Governance, the overall goal of the ‘Project on Preventing and Countering Corruption in Papua New Guinea (PNG) (the ‘PNG Anti-Corruption Project’) is to substantially reduce corruption, including through supporting the PNG Government, key national institutions, civil society and communities to strengthen their commitment and capacities to address corruption in line with the United Nations Convention against Corruption (UNCAC), and in order to more effectively progress the achievement of the Sustainable Development Goals, for the benefit of all Papua New Guineans. The project contributes to the 2030 Agenda, notably SDG 16. Specifically, the Project aims to strengthen PNG’s national integrity system through the strengthening of core anti-corruption institutions and processes, by supporting key Government and non-government bodies. The Project will be implemented by the United Nations Office on Drugs and Crime (UNODC) and United Nations Development Programme (UNDP).

The Project has been designed to specifically support the PNG Government’s own development priorities. It is framed to support the National Anti-Corruption Plan of Action (NACPA) 2020-2025 to implement the PNG National Anti-Corruption Strategy (NACS) 2010-2030. The NACS itself is a critical enabler of the PNG Vision 2050, explicitly recognizing that “Combating corruption is a necessary precondition for national development and will be a key basis upon which the Vision 2050 goals will be achieved” (p. 5, NACS). The Project is aligned with PNG’s development agenda, as described by the Medium-Term Development Plan (MTDP) III (2018-2022), in particular Goal 6, which aims to promote good governance, the rule of law and reduce corruption. The Project will be delivered in support of the MDTP-III, the PNG UN Development Assistance Framework (2018-22) and the European Commission’s policy of zero tolerance for corruption, through four outcomes (see Figure 1 below).



Contents

Preventing and Countering Corruption in Papua New Guinea.....	1
(“PNG Anti-Corruption Project”).....	1
PROJECT DOCUMENT	1
1. Situation Analysis	4
1.1 The Development Challenge	4
1.2 Counterpart Capacity	4
1.3. Implementation Principles	6
1.4 Justification for UNODC and UNDP involvement	7
1.5 Synergies with other UNODC and UNDP work	9
1.6 Human Rights.....	11
1.7 Gender.....	11
2. Project Description	12
2.1 Outcomes and Outputs	12
2.2 Location and duration	18
Logical Framework.....	21
3. Project Management and Implementation	27
3.1 Inputs	27
3.2 Staffing, Management and Coordination	27
3.3 Project Steering Committee	28
3.4 Monitoring and Reporting	28
3.5 Evaluation	28
3.6 Project Visibility.....	28
3.7 Risk Management	28
3.7 Sustainability	29

1. Situation Analysis

1.1 *The Development Challenge*

1. Corruption is a global phenomenon that negatively impacts development; PNG is no exception to this. Corruption has stunted economic growth in PNG. Levels of malfeasance are stubbornly high and the loss of public monies has limited the Government's ability to deliver essential services broadly and with quality in a uniform manner.¹ This has resulted in inter-generational declines in key development indicators, among them, literacy, maternal and new-born health and life expectancy. While even in normal situations, corruption poses a major impediment to human, economic and security development, this effect is exacerbated due to the COVID-19 pandemic. The lack of sufficient accountability and oversight mechanisms in crisis response and recovery mean that the risks of corruption significantly increase, and these have critical socio-economic implications. PNG's natural resource wealth and its geo-strategic position have also made it particularly susceptible to external influences that have incentivized corruption and more broadly poor governance. This is acute in the extractives, forestry and fisheries sectors. It has also raised challenges in other key economic sectors, among them commercialized agriculture and infrastructure development.²

2. The PNG Government has attempted to address corruption over the last three decades, but its efforts have met with varying degrees of success. PNG was the Pacific region's first country to ratify the United Nations Convention against Corruption (UNCAC), signing it in 2004, and ratifying it in 2007. This has been followed by a number of key developments, among them:

- Development of the National Anti-Corruption Strategy (2010-2030) and its associated rolling Plans of Action.
- Active participation in the mechanism for the review of implementation of UNCAC (UNCAC Implementation Review Mechanism), as a State under review and a reviewing State.
- Joining the Extractive Industries Transparency Initiative (EITI) in 2014.
- Commitments by the Marape-Stevens Government to pass legislation to establish an Independent Commission Against Corruption (ICAC was adopted in November 2020), implement freedom of information (FOI) and protect whistle-blowers, the last of which saw legislation enacted in February 2020.

3. As part of its efforts to relaunch a national anti-corruption drive, in 2020, the Government has been working on a new National Anti-Corruption Plan of Action (NACPA) to implement the existing NACS framework. The NACPA identifies fifteen Programs of Work (POWs) that divide up PNG's core anti-corruption priorities, identify key activities and allocate responsibilities to stakeholders. Development of the NACPA has drawn together various agencies of Government, civil society, the private sector and other non-State actors. The United Nations has played an important role in supporting, facilitating and advising on various aspects of this effort. The 2020-2025 NACPA has been endorsed by the GoPNG at the end of 2020.

1.2 *Counterpart Capacity*

4. PNG has a complex bureaucracy, with many constituent parts having responsibilities for addressing corruption, and promoting accountability and transparency. In addition to having a sizeable national public service, the country also has provincial governments and has responsibilities for delivering services through

¹ Transparency International PNG. 2020. Will Papua New Guinea Get Serious About Corruption. *TIPNG*. 11 Feb. [Online] Available: <https://voices.transparency.org/will-papua-new-guinea-get-serious-about-corruption-f66aa53f89e>; Koim. 2019. Illuminating Corruption trends in PNG. *ACTNOW PNG* [Online] Available: <https://actnowpng.org/blog/koim-illuminating-corruption-trends-png>; Kuman. The socioeconomic effects of corruption on Papua New Guinea both present and future. [Online] Available: https://www.transparencypng.org/pg/images/misc/Media_article_on_corruption.pdf;

² Main. 2017. Papua New Guinea gets a dose of the resource curse as ExxonMobil's natural gas project foments unrest. *The Conversation*. 9 March. [Online] Available: <https://theconversation.com/papua-new-guinea-gets-a-dose-of-the-resource-curse-as-exxonmobils-natural-gas-project-foments-unrest-70780>; Harris. 2019. Corruption and the forestry industry in Papua New Guinea. *Asia Pacific Journal of Environmental Law* [Online]. Available: <https://researchers.mq.edu.au/en/publications/corruption-and-the-forestry-industry-in-papua-new-guinea-transnat>.

sub-national mechanisms. There are also a number of independent bodies with responsibilities that contribute to addressing corruption, and a small but committed civic society, which also works on these issues.

5. Many development partners, most notably Australia and New Zealand, have been providing support to public service institutional development, as well as the law and justice sector – both of which areas are directly relevant to tackling corruption. Nonetheless, there remains considerable room for technical assistance, specifically aimed at strengthening the ability to prevent, investigate and prosecute corruption. Key government partners include the following:

- *Independent Commission Against Corruption (ICAC)*: ICAC legislation has been mooted in PNG for many years, but the Marape Government has resurrected earlier legislation and at the end of 2020 Parliament passed the Bill to establish an ICAC. The new ICAC has both a prevention mandate (s.33) and an investigation and prosecution mandate (s.34). ICAC Commissioners will be appointed following an open recruitment process (ss.15-18). Staff will need to be seconded or recruited immediately and significant resources devoted to stand up the new ICAC and empower its staff to immediately start work.
- *National Fraud and Anti-Corruption Directorate and Provincial Fraud and Anti-Corruption Units of the Royal PNG Constabulary*. The Directorate sits within the RPNGC and has responsibility for undertaking corruption investigations by the police. The Directorate has been quite active in recent years, but has attracted criticism from political targets and from within the ranks of the RPNGC itself, with allegations made that the Directorate had engaged in unsanctioned investigations.³ In recent years, the Directorate has suffered from substantial budget cuts,⁴ but has still gone forward with a range of key investigations. The Money Laundering and Terrorist Financing National Risk Assessment (NRA) of PNG (September 2017) recognized that bribery of officials is a common practice and that corruption at senior levels of bureaucracy is widespread, but there are no available official statistics at this stage regarding the effectiveness of corruption investigations from the Directorate. Corruption and bribery are the main predicate offences for money laundering, but the number of money laundering cases in PNG is low, which is inconsistent with the risk profile identified in the NRA, suggesting a need for improving the capacities of the Directorate to investigate corruption and bribery, and related money laundering. The Directorate also provides training to the sub-national (provincial) fraud and anti-corruption units⁵ and has in the past received support from the Australian law and justice sector programme. UNODC, as a member of the Donors and Providers (DAP) group of the Asia Pacific Group on Money Laundering (APG)⁶, coordinates with other technical assistance providers and donors to avoid overlapping of activities and duplication of efforts.
- *Office of the Public Prosecution (OPP)*: Under section 177 of the *Constitution*, the OPP has powers to (1) control the exercise and performance of the prosecution function of the State (including appeals and the refusal to initiate and the discontinuance of prosecutions) and (2) bring or decline to bring proceedings under Division III.2 (Leadership Code) of the *Constitution*. In line with *NACPA POW#2: Institutional Strengthening*, the Serious Corruption and Dishonesty Unit in the OPP is identified as a target for capacity development. Section 34 of the ICAC Bill still recognizes that the OPP can run its own anti-corruption prosecutions, if it chooses to; accordingly, it will be important to strengthen their prosecution functions in relation to corruption, as well as facilitating strong partnerships between the OPP and the ICAC. Under *NACPA POW #5: Recovery of the Proceeds, Benefits and Instruments of Crime*, the OPP also has responsibilities for this work.

6. In addition to the anti-corruption stakeholders above, which have clear responsibilities for prevention, investigation, many other bodies are involved in addressing corruption in PNG. In recognition of this, many attempts have been made over the years to coordinate such efforts, including by setting up a Law and Justice Sector Working Group which brought together the many law enforcement bodies working on the issue. The NACPA Secretariat and working groups are also now filling this role. Within Government, the Department of the Prime Minister and National Executive Council (PMNEC) and the Department of Justice and Attorney General (DJAG) have clear roles and have been active in progressing the NACS. The Public Service

³ Alomp. 2016. National Fraud and Anti-Corruption Directorate Office Opened. *EMTV*. 9 May. [Online] Available:

<https://emtv.com.pg/national-fraud-and-anti-corruption-directorate-nfacd-office-opened/>

⁴ Wilton, G., Hushang, H., 2018. Anti-corruption and the 2019 PNG budget. [Online]. Available: <https://devpolicy.org/anti-corruption-and-the-2019-png-budget-20181219/>

⁵ Australian High Commission Papua New Guinea. 2020. Crime Fighters trained in latest fraud and corruption investigation techniques. [Online]. Available: <https://png.embassy.gov.au/pmsb/920.html>

⁶ UNODC is an observer organization of the APG.

Commission also has clear responsibilities for promoting public service ethics and good conduct under the *Public Service Management Act*.⁷ The PNG Ombudsmen Commission also has important duties for overseeing the Leadership Code entrenched in the *Constitution* and for generally investigation and drawing attention to poor public service management (which often exposes deeper issues of corruption). The Financial Analysis and Supervision Unit (FASU) is the Financial Intelligence Unit of PNG and is responsible for the prevention and detection of money laundering, financing of terrorism and the financing of proliferation of weapons of mass destruction. FASU also operates as the Secretariat for the PNG National Coordinating Committee (NCC) on AML/CFT. The NCC, established in 2012 by virtue of a PMNEC decision, is co-chaired by the Governor of the Bank of PNG and the Secretary of DJAG, and coordinates the AML and related predicate offences frameworks of the 18 members government agencies.

7. In terms of civil society, Transparency International Papua New Guinea (TIPNG)⁸ is one of the strongest and most active civil society organizations (CSOs) operating in PNG and is the most effective Transparency International chapter in the Pacific region. TIPNG is very well-regarded by the public and has good relationships with government counterparts as well. For example, TIPNG is a member of the PNG's Extractive Industries Transparency Initiative Working Group, part of the Open Government Partnership and has been part of the NACPA development process, notably under *NACPA POW#10: Engagement and support to Non-State Actors*. TIPNG implements a range of ongoing programmes, including running the Advocacy and Legal Advice Centre (ALAC), which gives free legal advice on anti-corruption cases to the public, and running the very innovative Mike Manning Youth Democracy Camp (named in honour one of their long-serving members).

1.3. Implementation Principles

8. The implementation of the Project will be guided by the following key principles:

- *Responding to PNG's unique context*: One-size-fits-all solutions do not work in strengthening governance and fighting corruption and can sometimes do more harm than good. This Project supports implementing locally identified solutions led by local reform leaders in PNG. UNDP and UNODC have designed the Project flexibly to ensure that initiatives are demand-driven and respond appropriately to PNG's uniquely complex local circumstances. The Project will also leverage PNG's connections with other Pacific Islands countries, promoting contextually relevant South-South exchanges, and implementing in line with the 2019 Boe Declaration Action Plan, the 2014 Framework for Pacific Regionalism, the Blue Pacific Narrative and the Teieniwa Vision: Pacific Unity Against Corruption.
- *Responding flexibly, rapidly and effectively to the needs of PNG*: In PNG, windows of opportunity for enabling effective reform can often be narrow and come about very quickly, such as when the Government is working quickly to respond to COVID-19 and natural disasters. The Project aims to be responsive to the needs of PNG as they arise, underpinned by strong partnerships and based upon impartiality, openness and mutual respect. Where demand exceeds available resources, the Project team will prioritize requests in line with the Logical Framework (Annex X).⁹
- *Implementing a range of short-term activities complemented by long-term investments*: Sustainable anti-corruption reform requires changing attitudes and incentives over a long period of time. This cannot be achieved through short-term or ad hoc activities. For there to be long-term change, long-term investment and commitment is required. For this reason, the Project is closely aligned with the long-term framework provided by NACS and will support strategic approaches that leverage political will and existing resources

⁷ Papua New Guinea. Public Services (Management) Act 2014 No.22 of 2014. National Parliament. [Online]. Available: <https://www.ilo.org/dyn/natlex/docs/ELECTRONIC/102735/124305/F-314343062/PNG102735.pdf>

⁸ See Transparency International PNG. [Online]. Available: <https://www.transparencypng.org.pg/>

⁹ Timilsina, A. 2019. Moving from commitment to action: Integration of Anti-corruption in Sustainable Development Goals. United Nations System Staff College. 12 July. [Online]. Available: <https://www.unssc.org/news-and-insights/blog/moving-commitment-action-integration-anti-corruption-sustainable-development/>; UNDP & UNODC. 2018. Background Paper on Anti-Corruption Contribution to Accelerate Progress on the 2030 Agenda for Sustainable Development. [Online]. Available: <https://www.asia-pacific.undp.org/content/dam/rbap/docs/dg/Fairbiz4Prosperity/UNDP-UNODC%20Background%20paper%20Anti-Corruption%20Contribution%20to%20Accelerate%20Progress%20on%20the%202030%20Agenda%20for%20Sustainable%20Development.pdf>.



for “quick” impactful wins, while building the momentum for deeper reforms, which will have a sustainable impact over the longer-term.

- *Promoting transparency for, and accountability to, citizens for achieving sustainable human development:* Through its support for the 2030 Agenda for Sustainable Development and the Sustainable Development Goals (SDGs) – in particular SDG-16 (Promote just, peaceful and inclusive societies) – PNG has pledged to fight corruption in order to achieve sustainable development outcomes for its citizens. To this end, the Project will prioritize advocacy and support for increasing transparency and accountability of Government decisions and activities, with a particular focus on ensuring that service delivery is accountable and transparent.¹⁰ The Project will also promote citizen participation in anti-corruption reforms aimed at achieving sustainable human development.
- *Integrating gender and human rights throughout the Programme:* Empirical evidence indicates a strong correlation between countries that have more open societies and greater empowerment of women also tending to have less corruption. At the same time, while society as a whole suffers from the negative effects of corruption, research has shown that corruption has differential impacts on social groups, including differing impacts on women and men. With the recognition that the concepts of gender equality and anti-corruption are mutually reinforcing, the Project will seek to prioritize a gendered approach to corruption which can support inclusive anti-corruption efforts in PNG. The Project will draw on existing guidance¹¹ and good practice to ensure gender aware approaches are integrated into all activities. In addition, where appropriate, specific activities in support of gender equality in the anti-corruption context will be considered. A specific focus of the Project will be to improve women’s participation and, where possible, effective leadership throughout the Project activities, as well as improve the active participation of women in discussions and decision-making. The Project will work on promoting and reinforcing gender-related norms and standards, and reporting will be designed to be gender responsive and raise gender-related issues to the extent possible.
- *Strengthening development partnerships to further the implementation of the Programme:* Partnership is the foundation of this Project, with collaboration between UNODC and UNDP for effectively implementing the Project. The Project will also proactively work to ensure that its work complements that of other development partners, including the Australian, New Zealand and Chinese Governments, the World Bank and the Asian Development Bank. The aim of strengthening partnerships is to reduce the burden of coordination on PNG actors, minimize the duplication of efforts, draw on comparative advantages of different partners and leverage each other’s resources and influence. This aligns with SDG 17 on revitalizing global partnerships for sustainable development.
- As integral part of the EU-PNG Partnership for Good Governance, the Programme will contribute to key elements of this EU-PNG agreement, as specified in its logframe and indicators for fixed and variable tranches of the related EU budget support.

1.4 Justification for UNODC and UNDP involvement

9. The implementation of the project by UNDP and UNODC is foreseen in the relevant Financing Agreement, “EU-PNG Partnership for Good Governance”. This project is an integral part of this Financing Agreement and contributes to the achievement of the overall programme.

¹⁰ More information is available at: Campos, J. Edgardo; Pradhan, Sanjay. 2007. The Many Faces of Corruption : Tracking Vulnerabilities at the Sector Level. [Online]. Available: <https://anti-corruption.org/category/library/themes/theme-anti-corruption-in-service-delivery-sectors/>

¹¹ UNODC. 2020. Gender Brief for UNODC Staff: Mainstreaming gender in Corruption Projects/programmes. [Online]. Available: https://www.unodc.org/documents/Gender/Thematic_Gender_Briefs_English/Corruption_brief_23_03_2020.pdf; UNDP & UNIFEM. 2015. Corruption, Accountability and Gender: Understanding the Connection. [Online]. Available: <https://www.undp.org/content/dam/aplaws/publication/en/publications/womens-empowerment/corruption-accountability-and-gender-understanding-the-connection/Corruption-accountability-and-gender.pdf>; UNDP & Huairou Commission. 2012. Seeing Beyond the State: Grassroots Women’s Perspectives on Corruption and Anti-Corruption. [Online]. Available: <https://www.undp.org/content/dam/undp/library/Democratic%20Governance/Anti-corruption/Grassroots%20women%20and%20anti-corruption.pdf>; UN Women & UNDP. 2010. Primers in Gender and Democratic Governance #5: Corruption, Accountability and Gender: Understanding the Connections [Online]. Available: <https://www.undp.org/content/dam/aplaws/publication/en/publications/womens-empowerment/corruption-accountability-and-gender-understanding-the-connection/Corruption-accountability-and-gender.pdf>.

10. The United Nations has extensive experience in supporting the Government of PNG to strengthen governance, promote accountable and fight corruption and is a long-standing, trusted partner. This is captured in the current PNG United Nations Development Assistance Framework (2018-2022), specifically:

- Under the Peace Pillar, Sub-Outcome 4.1 states that “By 2022, government agencies and non-government organizations working on good governance, peace and security have capacity and leadership to undertake measures to combat corruption, prevent violence and provide access to justice.”
- Output 1.1 then requires that the UN support efforts to ensure that “Institutions have strengthened systems and capacities to perform their functions, roles and responsibilities in support of good governance, service delivery, democracy, peace and security.”

11. The UN has a proven track record in PNG of supporting locally led reform efforts, aligned with national development priorities and building the capacity of Papua New Guineans to realize their development goals. The UN’s engagement in PNG over many decades has highlighted a number of important lessons, specifically:

- Anti-corruption initiatives are sensitive and require trust-building with partners. There is growing fatigue with fly-in, fly-out models. An established in-country presence is critical for ensuring ongoing dialogue and the maintenance of trust on sensitive and political issues.
- Government values high quality, technical assistance supported by strong analysis that offers an extension of national capacity. They respond to consultants with a strong understanding of the specific complexities of PNG’s context.
- Impact is best achieved through a long-term vision underwritten by long-term investment. Successfully addressing corruption requires normative change across sectors, institutions and various levels of Government. This is an inter-generational endeavour.

12. UNODC and UNDP globally, regionally and nationally are well-recognized and have extensive networks and relationships which they can bring to bear in support of anti-corruption work in PNG. The Project will use the internationally accepted anti-corruption framework of UNCAC as the basis for engagement and the UNCAC review of PNG as the entry point for the provision of technical assistance, together with the NACS and POA.

13. As the Secretariat to the Conference of States Parties to UNCAC and the UNCAC Implementation Review Mechanism, UNODC has a formal responsibility to support States to implement the Convention. UNODC has proven expertise in providing advice to States parties to strengthen their legislative frameworks, particularly in the areas of criminalization and law enforcement, international cooperation, and asset recovery. UNODC has worked with criminal justice systems around the world, including in the Asia-Pacific region, both to strengthen prevention (e.g. policy and prosecutorial integrity) and investigative capacities (e.g. capacity-building for ICACs, and investigators, prosecutors and judges). UNODC has already worked with the PNG Government through the mechanism for the review of implementation of UNCAC (UNCAC Review Mechanism), since 2009. The UNCAC Review Mechanism provides for each State party to be reviewed periodically by two other States parties on its implementation of UNCAC, as well as act as a reviewing State party to others.¹² In accordance to the IRM rules, the country review report, and executive summary to that regard, establish the main findings on the gaps and good practices of the national framework towards UNCAC requirements and specify recommendations for national authorities. The findings and recommendations are basis of UNODC technical assistance and, in case of PNG, have served as informed basis of the activities proposed under this project. In the first review cycle that focused on UNCAC Chapters III on criminalization and law enforcement and IV on international cooperation, PNG was reviewed by Tajikistan and Malawi, with the country visit held in 2012. The Executive Summary is publicly available online and the UNCAC review recommendations were considered in the drafting of the ICAC Act and NACPA with the support of the UN-PRAC Project¹³ PNG is currently under review in the second review cycle that is focusing on UNCAC Chapters II on preventive measures and V on asset recovery. The reviewers are from Kyrgyzstan and Burundi, and it is expected that this will be concluded in 2020/2021. UNODC, as the UNCAC Secretariat, is coordinating PNG’s review.

¹² For more details, see: <https://www.unodc.org/unodc/en/corruption/implementation-review-mechanism.html>

¹³ For more details, please see: <https://www.unodc.org/unodc/en/corruption/country-profile/countryprofile.html#?CountryProfileDetails=%2Funodc%2Fcorruption%2Fcountry-profile%2Fprofiles%2Fpng.html>

14. UNODC has also collaborated with PNG on a range of related reforms through the UNODC-UNDP Pacific Regional Anti-Corruption (UN-PRAC) Project (see section 1.4 below for more information), UNODC's Action against Corruption and Economic Crime Programme and UNODC's Global Programme against Money-Laundering, Proceeds of Crime and the Financing of Terrorism, focusing predominately on technical capacity and trainings in relation to investigating and prosecuting corruption cases and anti-money laundering, in line with UNCAC and the Financial Action Task Force (FATF) recommendations. In 2021 and 2022, PNG will undergo the FATF evaluation process through the Asia-Pacific Group on Money Laundering to assess its compliance with international anti-money laundering standards and their effective implementation. As part of the already existing collaboration with PNG government and law enforcement agencies, further supported by this Programme, UNODC continues to provide assistance in effectively investigating and prosecuting money laundering from corruption so that identified strategic deficiencies are resolved within FATF proposed timeframes.

15. As the United Nations' largest development agency, UNDP has extensive experience in working with national counterparts in PNG and also globally, to advance sustainable development and good governance, including through supporting anti-corruption reforms and strengthening collective actions of governments, civil society and the private sector in fighting corruption. UNDP has also been supporting the PNG Government's anti-corruption agenda for more than a decade and can draw on these many years of trust-building and networking for the benefit of this Programme. In recognition of PNG's early ratification of UNCAC, in 2009 UNDP organized a "Sub-Regional Melanesia Consultation on UNCAC" in Port Moresby which brought together representatives from PNG, Fiji, Vanuatu and Solomon Islands and in 2010, UNDP organized a major "Pacific Regional UNCAC Meeting" in Samoa for all Pacific Island countries (PICs). Both of these meetings brought together PNG officials both with other PICs and with global experts to share their experiences and draw on South-South good practices. As a result of these meetings, in 2010, a representative PMNEC requested UNDP's assistance with the development of their first ever NACS. UNDP's Pacific Anti-Corruption Specialist worked closely with the NACS team in PMNEC and DJAG, facilitating a meeting with public servants to draw together their priorities and provided technical advice on drafts. This support was kept low-key, to ensure maximum national ownership of the final product, but it laid the foundations for an ongoing, strong and respectful relationship with senior decision makers.

16. More recently, UNDP has collaborated with PNG on a range of related reforms through the UNODC-UNDP Pacific Regional Anti-Corruption (UN-PRAC) Project (see section 1.4 below for more information), UNDP PNG has also supported the piloting of the Phones Against Corruption Project, which was implemented by the Audit and Investigation Unit of the PNG Department of Finance. The system was developed with an aim to support an ICAC corruption reporting system, once the ICAC comes into operation (see Outcome 2 below). UNDP has also supported the development of the first Governance Scorecards to assist Provincial Governments, trained 40 internal provincial audit managers and worked with Provincial Audit Committees with their oversight functions. UNDP's strong working relationship with the Government has been recognized with recent calls by the Deputy Prime Minister for greater engagement by agencies such as UNDP in support of anti-corruption efforts and the official invitation to UNDP by the PNG Government in early 2020 for UNDP to participate in the NACPA process.

1.5 Synergies with other UNODC and UNDP work

17. The Project will draw upon lessons learned (e.g. through Project evaluations) and best practices from other projects in the broader region on anti-corruption. Furthermore, the Project will be supported by relevant global programmes countering corruption, developed tools and expertise gathered under these.

Relevant projects:

- Recognizing the comparative advantages that UNDP and UNODC can offer in the Pacific region, since 2012, UNDP and UNODC have been implementing the ground-breaking joint UN Pacific Regional Anti-Corruption (UN-PRAC) Project, which operates as an efficient and effective vehicle for drawing on UNDP and UNODC's complementary skills for the benefit of PICs. The UN-PRAC Project, jointly implemented by UNODC and UNDP, aims to support PICs to strengthen their national integrity systems, in order to promote 'clean' governments and to create an enabling environment for trade, business, investment and sustainable development, which will enhance the delivery of equitable and high-quality services to all Pacific Islanders. UN-PRAC – and this Project – build on the Memorandum of Understanding between

UNODC and UNDP signed a decade ago, which recognizes their complementary contributions to anti-corruption efforts around the world. This Project will create synergies with the UN-PRAC Project based in Suva, as appropriate.

- UNDP’s Provincial Capacity Building and Enhancement Programme (PCAB)¹⁴ has been implemented by UNDP, in collaboration with the PNG Departments of Finance and Department of Provincial and Local Government Affairs, with support from Australian Government’s Department of Foreign Affairs and Trade (DFAT) for more than a decade. The Programme has five objectives, including “enhancing accountability and transparency within the PNG public finances” and “minimising the risk of corruption”. PCAB initially provided support in six provinces (Western, Central, Milne Bay, Morobe, Eastern Highlands and East New Britain) and more recently took on four new provinces (Autonomous Region of Bougainville, Gulf, Sandaun (West Sepik) and Western Highlands). The Project has a specific “Anti-Corruption Channel” through which UNDP has been implementing the Phones Against Corruption Initiative¹⁵ and support for Provincial Audit Committees.¹⁶
- Although not currently funded to do additional work, in recent years, UNDP PNG implemented a specific project on ‘Extractive Industries and Human Development’, which include examining issues around promoting more accountability and transparency in PNG’s extractive industries sectors. UNDP provided technical support to the PNG Government to produce the 2011 Report on ‘Extractive Industries and Human Development’. A Government delegation also participated in the Asia-Pacific 2011 Conference on ‘Extractive Industries and Human Development’ in Mongolia and the 2013 Pacific Symposium on the same topic, feeding into the 2013 Human Development Report. This work contributed to PNG joining the Extractive Industries Transparency Initiative in 2014.¹⁷
- UNDP’s Rule of Law (ROL) Programme, working at the global and regional levels, supports anti-corruption programming around the world, including in Asia and the Pacific. UNDP’s governance and ROL portfolio includes implementation of UNDP’s Anti-Corruption for Peaceful and Inclusive Societies (ACPIS) Project, which includes both global components and a specific focus on Asia and the Pacific. ACPIS provides a lead role in strengthening UNDP’s global, regional and national advocacy strategies, mainstreaming anti-corruption norms and standards in UN/UNDP programming processes, continuing global partnership, knowledge management, policy dialogue and analysis, as well as leadership on the emerging issues of anti-corruption. In addition to producing knowledge products on relevant anti-corruption topics, UNDP also coordinates the interagency anti-corruption web-portal “www.anti-corruption.org”, which provides information by various thematic areas and also online courses on anti-corruption. UNDP’s ACPIS is housed in UNDP’s Global Policy Center for Technology, Innovation and Sustainable Development.
- UNODC's Asia -Pacific Joint Actions towards Global Regime against Corruption Programme (2016-2021) aims to contribute to preventing and fighting corruption through effective implementation of UNCAC in support of SDG 16, with a particular focus to Asia-Pacific region. One of the specific objectives of the Programme is to build the capacity of national authorities to prevent and counter corruption, to support national stakeholders, including the private sector, civil society organization and academia to effectively coordinate their anti-corruption policies and efforts and to exchange the experiences and best practices in fighting corruption. The programme further provides operational tools, techniques and expertise in investigating and prosecuting corruption crimes, fostering international cooperation in criminal matters, including the recovery of stolen assets and money laundering cases. The programme has been delivering its activities across the region at national and regional levels.
- UNODC’s Global Programme to prevent and combat corruption through the effective implementation of UNCAC in support of SDG 16 has a three-fold aim. Firstly, to deliver technical assistance, upon request of Member States, to support ratifications of or accessions to UNCAC; secondly, to enhance support of UNODC to the Conference of the States Parties to UNCAC and its subsidiary bodies to facilitate decision-

¹⁴ UNDP Papua New Guinea. Provincial Capacity Building and Enhancement Programme. [Online]. Available: https://www.pg.undp.org/content/papua_new_guinea/en/home/projects/provincial-capacity-buidling-and-enhancement-programme.html; Provincial Capacity Building and Enhancement Programme. Homepage. [Online]. Available: <http://www.pcabii.org/index.html>

¹⁵ Provincial Capacity Building and Enhancement Programme. Phone Against Corruption: Truth-By-Phone- How PNG is pitting the Humble Mobile Phone Against Massive Corruption. [Online]. Available: http://www.pcabii.org/anti_crptn_chanel/phoneagainstcorruption.html

¹⁶ Ibid.

¹⁷ Extractive Industries Transparency Initiative. 2020. Papua New Guinea. [Online]. Available: <https://eiti.org/papua-new-guinea>

making and policy direction; thirdly, to improve the capacity of Member States, supported by UNODC at their request, to prevent and fight corruption in line with the UNCAC and to address economic fraud and identity-related crime.

- Through the Global Programme against Money-Laundering, Proceeds of Crime and the Financing of Terrorism (GPML), UNODC assists Governments in confronting criminals who launder the proceeds of crime through the international financial system. It also provides governments, law enforcement authorities and financial intelligence units with strategies to counter money-laundering, advises on improved banking and financial policies and assists national financial investigation services. Strategies include granting technical assistance to authorities from developing countries, organizing training workshops, providing training materials and transferring expertise between jurisdictions.

1.6 Human Rights

18. The Project will implement a human rights-based approach, which puts the people of PNG and their rights to transparent, accountable and inclusive development at the center of the Project's efforts. Papua New Guineans and their communities are the rights bearers who shall be supported to claim their rights as articulated in the SDGs, PNG's own national development plans and programmes, and the *Constitution*. PNG institutions, in particular accountability organizations, but also key government bodies at national and sub-national levels, shall also be capacitated as duty bearers who owe the people of PNG a duty to accountably and transparently manage their resources for maximum impact, in order to ensure inclusive, equitable and sustainable development for all, which "leaves no one behind".

19. The Project will ensure that staff in all government bodies, integrity institutions and law enforcement institutions which work with the Project are aware of the duties imposed on them to respect human rights, both in the context of PNG's own laws, as well as international instruments. In particular, the Project will ensure that relevant staff understand their human rights obligations, including how to ensure that the rights of both suspects and witnesses of crime are protected. Particular attention will be given to the UN system-wide policy, "Human rights due diligence policy on UN support to non-UN security force (HRDDP)". The policy provides that UN activities for such forces are undertaken following proper examination of the national human rights situation. Where concerns are detected, the UN agencies are required to address these as appropriate within the regional and thematic context of their mandates.

20. When monitoring and evaluating Project activities, the Project team will constantly measure progress by referring to human rights principles in the form of equal protection, non-discrimination, due process and gender equality. Throughout training and mentoring, officials will be referred to human rights principles. UNODC's Education for Justice online training resource already includes a module on "Corruption and Human Rights", which will be adapted and utilized for PNG counterparts, as appropriate.¹⁸

1.7 Gender

21. As discussed in paragraph 8 above, UNODC and UNDP are committed to gender mainstreaming throughout the Project's activities and outputs. The Project will proactively apply a gender lens throughout the project cycle to assess and mitigate the implications of any planned action for both women and men, in accordance with GoPNG's own Gender policy. As noted above, both UNODC and UNDP have developed a number of guidance notes and planning tools to ensure that gender is specifically integrated into anti-corruption programming, including the 2020 UNODC publication on "Mainstreaming gender in Corruption Projects/programmes"¹⁹ and the 2010 UNDP and UN Women publication, *Corruption, Accountability and Gender: Understanding the Connections*.²⁰

22. The Project will integrate gender equality both as a process requirement and an outcome in itself. In terms of process, gender will be a consideration at all project stages, including design, implementation, monitoring, and evaluation. The Project will also strive to ensure that its work contributes to the overall goal of

¹⁸ UNODC. Overview of the corruption-human rights nexus. [Online]. Available: <https://www.unodc.org/e4j/en/anti-corruption/module-7/key-issues/overview-of-the-corruption-human-rights-nexus.html>

¹⁹ UNODC. 2020. Above n. 11.

²⁰ UNDP & UNIFEM. 2010. Above n.11.

empowering women and girls to claim their rights to equal, equitable, transparent and accountable sustainable development. To achieve these aims, the Project will place particular emphasis on:

- Ensuring that women participants equally benefit from training activities, workshops and/or meetings associated with Project activities, wherever possible. It is understood that this may be difficult in some contexts, because some PNG institutions are still heavily male dominated, particularly at senior levels. Where this is the case, this will be discussed with counterparts and strategies identified to address gender inequalities over the longer-term;
- Ensuring respect and protection of human rights, particularly women’s rights, including the rights to access services equitable, to live free from discrimination and to live free from violence. With respect to the latter, it is understood that in PNG, reporting or attempting to advocate against corruption can be very risky, including the risk of physical violence. The Project will implement strategies to ensure that activities “do no harm” and in the longer-term, contribute positively to enabling women to safely call out corruption when they see it;
- Ensuring that the different needs of male and female counterparts – including officials, investigators, prosecutors, witnesses and complainants – are reflected in all Project activities. All of these stakeholders have different experiences when engaging in efforts to prevent, investigate or prosecute corruption, with men and women also having differential concerns and needs. The Project will be sensitive to ensuring that when it works with women stakeholders, it ensures that their rights and concerns are properly protected;
- Collecting sex-disaggregated data throughout the Project and particularly during the monitoring and evaluation process.

2. Project Description

2.1 *Outcomes and Outputs*

23. The overall goal of the ‘Project is to substantially reduce corruption, including through supporting the PNG Government, key national institutions, civil society and communities to strengthen their commitment and capacities to address corruption in line with the United Nations Convention against Corruption (UNCAC), in order to more effectively progress the achievement of the Sustainable Development Goals, for the benefit of all Papua New Guineans. Specifically, the Project aims to strengthen PNG’s national integrity system through the strengthening of core anti-corruption institutions and processes, through support for key Government and non-government bodies. This goal will be achieved through a focus on four outcomes, which are described below in more detail.

Outcome 1: NACPA progressively implemented and monitored, including through law reform

24. Addressing corruption takes a whole-of-government approach which recognises that corruption is cross-sectoral and can only be effectively tackled if all parts of the Government – and civil society and communities (see Outcome 4 for more) – coordinate their efforts and work together effectively. This outcome aims to provide holistic support to the implementation of the National Anti-Corruption Strategy Plan of Action (NACPA), including by supporting the development of a monitoring and oversight plan, assisting with critical anti-corruption law reforms and working with core government partners to pilot risk assessments that can be used as the basis for sector or geographic specific risk mitigation plans which will feed back into implementation of the NACPA.

Output 1.1: NACPA Secretariat supported to implement NACPA, including M&E and reporting requirements (NACPA POW#8)

25. The new NACPA has been adopted in November 2020. UNDP has already been involved in this process to some extent and will continue to be so. Communication of the NACPA across the country will be important; government officials across the country need to understand its contents, and the community must also be made aware of the commitments to public accountability that are being made by the Government. To this end also, UNDP will support the NACPA Secretariat to develop and implement an information and awareness campaign and a monitoring framework that can be used to hold implementation agencies to account, and to adapt and

update the plan as necessary. The Department of the Prime Minister and National Executive Council (DPMNEC) has been given responsibility for what is broadly termed “bureaucratic accountability”, under POW#8. As part of the UNDP’s support for developing the use of online tools to facilitate greater transparency around monitoring and reporting on implementation of the NACPA, UNDP will also work with DPMNEC to review their own internal monitoring systems related to anti-corruption and the NACPA, and will work with DPMNEC to develop improved oversight systems and tools accordingly.

Output 1.2: Key anti-corruption law reforms progressed (NACPA POW#1)

26. The UNCAC Review Mechanism is designed to review implementation of UNCAC with a view to providing guidance to States parties on how they can more effectively progress implementation, including through law reform. PNG already participated in the first cycle of the UNCAC Review Mechanism which reviewed all States parties’ implementation of Chapters III (Criminalization and law enforcement) and IV (International cooperation) of UNCAC. PNG is currently participating in Year 4 of the second cycle of the UNCAC Review Mechanism on Chapters II (Preventive measures) and V (Asset recovery) of UNCAC. This Project will, upon request, and in compliance with the national priorities, provide technical assistance to DJAG, PMNEC, the Parliament and other stakeholders to draft, debate and enact relevant law reforms to address the UNCAC review recommendations in this regard.

27. Already, the PNG Government has committed to progressing some core anti-corruption law reforms, most notably whistle-blower legislation (enacted in 2019 but not implemented), legislation establishing an ICAC (enacted in November 2020 and to be supported under Outcome 2) and freedom of information (FOI) legislation. This last topic has already been subject to work by DJAG and TIPNG, with some support provided by the UN Pacific Regional Anti-Corruption Project based out of Suva. This Project will now take over the provision of that assistance, including by supporting ongoing refinement of the draft law and working with DJAG, PMNEC and the Parliament to draft, debate and enact FOI legislation to operationalise Article 54 of the PNG Constitution which provides an explicit right to information.

Output 1.3: Guidelines and processes for new legal frameworks designed and implemented

28. PNG has some of the most well drafted laws in the region, but it is a lesson learned that it is critically important to provide ongoing funding and technical support to progress the operationalisation of new/amended laws once they are enacted. In this context, Outcome 2 focuses on implementation support for the new law to establish an ICAC, while this activity will focus on providing support for three laws and/or regulatory frameworks, namely (i) newly enacted whistle-blower legislation; (ii) asset disclosure and conflict of interest (COI) requirements already enshrined in the Leadership Code and other public service rules; and (iii) the right to information once that law is passed.

29. Implementation support will include a range of interventions. As a first step, technical assistance will be provided to draft and enact the rules that are needed to underpin new legislative regimes. Support will also be provided to develop the detailed guidelines and supporting materials and forms needed to help the public service actually implement the new legal frameworks (e.g. under the whistle-blower law, it will be important to explain in detail the process of making a disclosure and how each part of the system will handle such disclosure, including any specific forms or decision documents to be used). This activity will also explore possible digital solutions to managing new flows of information related to laws, for example, online databases to collect and publish asset disclosure and COI declaration, to process whistle-blower complaints and to manage FOI request and facilitate proactive disclosure. Such digital solutions would need to be designed to be sustainable taking into PNG’s IT capacities; UNDP’s existing innovation hubs and expertise will be drawn on to that end. Community awareness programmes will be designed and implemented to raise awareness amongst the community about new whistle-blower protections and FOI rights and procedures.

Output 1.4: Corruption risk assessments completed and strategies designed in response (NACPA POW#3)

30. The draft NACPA identified undertaking “Corruption Risk Management” in Plan of Work #3, which identified the need to establish corruption risk management systems (1) within national government agencies and (2) within the provinces of Central, Enga, SHP, ENB, ESP and Morobe. It is not clear if work with those provinces have been confirmed by those provincial governments. UNDP and UNODC have considerable expertise in risk assessments and developing risk management frameworks. Already, the UN-PRAC project is developing a risk assessment and mitigation manual for the Pacific in relation to the health sector, which this Project will draw on. UNODC also launched a general risk assessment handbook in August 2020.

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31. UNDP will lead on this activity, but will draw on UNODC's expertise and knowledge, to support core government agencies to discuss and develop a risk assessment methodology and to use this to inform their development of risk management plans and systems. Recognising the complexity and size of PNG's public service, it is not envisaged that a whole-of-government risk assessment and mitigation plan will be developed. Rather, at this early stage, "pilots" will be undertaken which focus on particularly vulnerable or essential ministries or sectors which have a clear impact on achievement of the SDGs (e.g. health, education, natural resources management). These sector risk assessments will be used to trial risk management approaches which can then be learned from and scaled up as appropriate. Complementing these will be provincial level risk assessments and plans. In consultation with the EU, the final selection of these provinces will need to be negotiated with the central government and relevant provinces.

Output 1.5: Key anti-corruption institutions supported to implement their NACPA priorities in a coordinated and efficient manner (NACPA POW#2)

32. The draft NACPA identified "Institutional Strengthening" in Plan of Work #2. While Outcomes 2 and 3 will provide dedicated support to the new ICAC, the police National Fraud and Anti-Corruption Directorate and supporting provincial units, the Office of Public Prosecutions and any other relevant body, this output will enable UNDP to provide complementary support to these bodies, as appropriate and/or upon their request. To more systematically identify such entry-points for assistance, UNDP will work with UNODC to support implementation of Outcome 3 in relation to police and OPP anti-corruption capacity building by collaborating on the capacity/training needs assessments and capacity development plans that will preface the design of any training curriculum. UNDP will bring to this work its existing relationships with DJAG, the RPNGC and the provincial level governments with whom the provincial anti-corruption units work. There will be opportunity to work with and provide support to the provincial audit committees through existing work by UNDP and the Department of Finance.

33. Under this output, UNDP will provide on-demand, catalytic anti-corruption technical advice and capacity development assistance to other integrity institutions identified in the NACPA, namely the Ombudsmen Commission and the Office of the Auditor-General, as well as relevant intelligence units such as the Financial Intelligence Unit and units within key departments dealing with anti-corruption in critical vulnerable sectors (such as customs, tax, forestry and natural resources). UNDP will responsively support specialised training activities, mentoring, South-South exchanges, research and other technical assistance, in response to the explicit needs expressed by institutional actors as the Project progresses.

34. UNDP will also engage with relevant existing coordination mechanisms, such as the Law and Justice Sector Working Group. Experience in PNG has shown that the multitude of integrity institutions already in place benefit from a strong coordinating mechanism. Previously there was a specific anti-corruption working group in PNG, but this was replaced by Operation Taskforce Sweep. As appropriate, UNDP will support NACPA actors to explore options for redeveloping such coordination mechanisms, noting that some concern has already been expressed by DJAG and NFACD officials regarding potential overlap of mandates.²¹ UNDP will also leverage its existing convening power and relationships of trust to work with existing anti-corruption bodies to engage with the new ICAC (in collaboration with UNODC) to convene and engage all stakeholders to discuss and agree how each of their mandates will continue to be implemented and how cases will be managed in practice.²² As appropriate, these discussions may also be broadened to include other government agencies with mandates to investigate corruption related offences, for example, customs/border control, the tax office, the national financial intelligence unit and the money laundering unit within the Bank of PNG.

²¹ (2021) "PNG proceeds carefully with anti-corruption body", *Radio New Zealand*, 19 January,

<https://www.rnz.co.nz/international/pacific-news/434731/png-proceeds-carefully-with-anti-corruption-body>.

²² To date, the RPNGC, through the NACF, has had the lead role in investigating allegations of corruption while the OPP has had the mandate to prosecute such corruption offences. The new ICAC Bill provides the ICAC with considerable investigation and prosecution powers as well. Discussions will need to be convened and agreements reached between these various stakeholders to identify how they will collaboratively work together in a way which respects each other's mandates and results in the most effective national anti-corruption approaches. The NACFD advised that they already have guidelines in place that guide how they work with the Ombudsman Commission, which has previously had some crossover with their mandate in relation to corruption allegations made under the Leadership Code Act which the Ombudsman Commission oversees. This approach provides useful good practice that can be learned from.

Outcome 2: ICAC established and operational in accordance with UNCAC recommendations, standards and good practices

Output 2.1: Internal organizational, management and staffing rules enhanced

36. In close cooperation with ICAC (interim) Commissioners and other relevant bodies (e.g. the ICAC Appointment Committee and ICAC Oversight Committee), activities under this Output provide support to the organizational set-up of the ICAC, as well as its internal divisions and units, to ensure that the ICAC's legal mandate is adequately operationalized. Support will be provided, as necessary (and taking into account the general rules for the civil service), to assisting the ICAC in designing job descriptions, staff capacities/ profiles and recruitment procedures. Activities further focus on supporting the development of internal SoPs, management and administration rules, including internal control and audit systems and procedures, access to documents and files, a registry, safety and security measures and other related areas. Activities under this Output further focus on adopting the internal integrity rules, including measures on staff promotions, trainings, disciplinary and ethical codes of conduct, dismissals and redress systems. The UNODC Advisor, with occasional support from expert consultants/ advisers, will also work with senior ICAC management to further develop the legislated oversight mechanisms (including the rules of procedures of the Oversight Committee) and other related matters. This work will be done in collaboration with the short-term advisor to ICAC funded by the EU under a separate contract.

Output 2.2: ICAC's preventive capacity strengthened

37. Activities under this Output focus on supporting the ICAC's preventive capacity, as mandated under the ICAC Act. Most notably, the activities will assist the development and establishment of a complaints' mechanism, including the necessary training and advocacy. Technical assistance will be further provided to enhance the ICAC's capacity to implement preventive measures outlined in the article 33 of the ICAC Act, including the risks assessment methodology and mitigation management plans. The UNODC adviser and expert consultants/ advisers will assist ICAC management and staff in the development and implementation of topic-specific surveys and analyses of corruption in the country. Activities under this Output will also focus on building and promoting the public image of the ICAC as a new integrity institution. This will contribute to better placing its role and mandate in the national legal context and among the broader public with the help of expert consultants/ advisers specialized in public and media campaigns and outreach.

Output 2.3: ICAC investigative and prosecutorial capacities strengthened

38. The activities under this Output focus on assisting and supporting the ICAC to build its investigative and prosecutorial capacities, its prevailing mandate. The UNODC adviser will work in close coordination with expert consultants/ advisers and ICAC management and staff in assessing its training and learning needs and in designing and developing the training courses, curricula and materials. Trainings will be provided on a regular basis for ICAC investigators (and prosecutors will also be invited to participate), and will also involve representatives of other relevant national integrity institutions (e.g. specialized law enforcement, FASU, prosecutors and judges, audit, Ombudsman Commission and similar). To ensure and promote regional and international cooperation and the networking of ICAC investigators and prosecutors, peer learning events and study visits are planned under this Output.

Outcome 3: Capacities of key institutional anti-corruption partners to fight against corruption enhanced, namely the RPNGC National Fraud and Anti-Corruption Directorate (NFACD), Provincial Fraud and Anti-Corruption Units (PFACU), the Office of the Public Prosecutor (OPP) and any other relevant body

Output 3.1: NFACD and PFACU investigative capacities strengthened

39. The aim of this Output is to increase the investigative capacities of RPNGC investigators deployed at NFACD and PFACU, which have the responsibility to investigate corruption offences. Notably, RPNGC reacts to corruption complaints without making proper use of financial investigations. If properly implemented, financial investigative techniques can lead NFACD and PFACU investigators to the collection of direct and indirect evidence for corruption and money laundering in support of their matters and assure that adequate and proportional sanctions are imposed against the perpetrators in accordance with the law. At the same time, enhanced skills in financial investigations will allow the concerned investigators to identify the ill-gotten proceeds that are to be frozen, seized and confiscated. For such reasons, the activities under this Output will focus on creating training materials specifically tailored to NFACD/PFACU's needs, delivering these trainings, mentoring NFACD/PFACU investigators on criminal cases for corruption and related money laundering, and providing assistance in establishing a professional development plan for financial investigators. The training sessions will be delivered in two separate cycles, which will be taken by each of the participants: the first cycle is to be introductory to the international standards and best practices for financial investigations in criminal cases on corruption and money laundering; and the second is to focus more in detail on the financial investigative techniques available legislatively in PNG. Each cycle will last five days and will be delivered in blended modalities, making use of existing UNODC eLearning modules on corruption and money laundering investigations, if and where possible. Considering the number of investigators deployed in NFACD and PFACU, six trainings for each cycle (for a total of 12) will be delivered during the duration of the Project.

40. Furthermore, in order to guarantee the sustainability of the Project, specifically tailored training of trainer sessions will be delivered for NFACD and PFACU investigators who will become able to subsequently train other colleagues in investigating corruption and money laundering. Given the transnational exposure of illicit financial flows from corruption and related money laundering, after completing the two cycles of trainings, some NFACD and PFACU investigators will undertake study visits abroad to consolidate their professional development, share best practices and establish or reinforce informal networks with relevant counterparts. The activities under this Output will be assessed, designed and delivered by the UNODC Advisor on AML/CFT with occasional support from experts/consultants, who will also support the mentorship of ongoing criminal cases. The trainings will take place in no cost/low cost government venues, and where no such venue is available, low cost (e.g. three-star) hotels will be considered, while transport and accommodation at a reasonable cost (three-star hotels) will be provided to participants travelling from outside of Port Moresby.

41. The project will also support the application of the recovery of proceeds of crime legislation and its review if needed.

Output 3.2: OPP prosecution capacities strengthened

42. The activities under this Output will focus on strengthening the capacities of OPP in prosecuting cases of corruption and related money laundering. Such activities will be embedded into the trainings designed and delivered under Output 3.1. Prosecutors from throughout PNG will be invited to attend the trainings organized under Output 3.1, together with the investigators, as and when deemed appropriate. This will include sessions covering best practices for prosecuting corruption and related money laundering cases to strengthen the capacities of the participants in dealing with such cases and assure that adequate and proportional sanctions are charged against perpetrators, while illicit assets are frozen, seized and confiscated. As per Output 3.1, given the transnational exposure of the illicit financial flows from corruption and related money laundering, after completing the two cycles of trainings, some prosecutors will take study visits abroad to consolidate their professional development, share best practices and establish or reinforce informal networks with relevant counterparts. Prosecutors will also participate in trainings of trainers, so that they will be able to effectively train other colleagues in prosecuting cases of corruption and related money laundering. Furthermore, OPP will be

assisted in planning the professional development of prosecutors for dealing with cases of corruption and related money laundering, and in developing specific policies for the cooperation and coordination with ICAC. The activities under this Output will be assessed, designed and delivered by the UNODC Advisor on AML/CFT with occasional support from experts/consultants. The trainings will take place in no cost/low cost government venues, and where no such venue is available, low cost (e.g. three-star) hotels will be considered, while transport and accommodation at a reasonable cost (three-star hotels) will be provided to participants travelling from outside of Port Moresby.

Outcome 4: Network of community stakeholders in support of anti-corruption efforts mobilized

43. UNCAC includes specific provisions on the importance of non-state actors (NSAs) to tackling corruption as part of Chapter 2 on prevention of corruption: Article 12 calls for work with the private sector and Article 13 calls for the participation of civil society. These provisions recognise that corruption must be addressed both on the demand side (by government actors) but also on the supply side (by private sector companies, ordinary people and the communities within which they live). This outcome will ensure that NSAs are brought into national and sub-national anti-corruption work. UNDP and UNODC will use their convening power to broker interactions between government and NSAs, to enable the PNG Government to draw on NSA's expertise, as well as to give NSAs a chance to share their perspectives with key officials. Work under this outcome will also seek to build the capacities of NSAs to discuss, work on and share information about how to effectively tackle corruption in PNG.

Output 4.1: Non-state actors supported to undertake AC education, awareness and reporting

44. This Activity seeks to target four key NSA groups whose engagement with anti-corruption work will be vital to PNG's successful efforts to address corruption, namely (1) civil society organisations (2) private sector bodies (3) young people, who comprise a huge cohort of PNG's population and will be future leaders of the country and (4) the media, who are a critical intermediary between officials and the public. There has already been some work undertaken with these groups, particularly by UNDP PNG, who already has strong working relationships with groups such as Transparency International PNG (TIPNG), the PNG Media Council and the PNG Chamber of Commerce. Through the joint UNDP/UNODC UN-PRAC Project, there is also a Youth Against Corruption Chapter in PNG which has already been receiving some support from the UN.

45. Under this Activity, UNDP will engage with CSOs to build their capacities to understand the key issues facing communities and individuals as they try to ensure government officials do not engage in corrupt conduct. TIPNG is already very active in this space, and UNDP will work closely with them. More than that however, UNDP will actively seek to engage a broader group of CSOs in the anti-corruption space, to help them understand how their own work (on issues such as GBV, climate change mitigation, natural resource management and police reform) relate to anti-corruption work. In this regard, UNDP regionally and globally is already doing work on tackling corruption in specific sectors (eg. health, education) which will be leveraged by this Project. UNDP will proactively reach out to CGOs working outside of Port Moresby to build a stronger cadre of anti-corruption NSAs around the country. UNDP will tie this work in the provinces back to risk assessment work with provincial governments under Outcome 1, where possible.

46. UNDP will also work with the private sector. TIPNG has been leading in this space, as a member of the Extractive Industries Initiative (EITI) and a support resource for the Business Anti-Corruption Alliance (BACA). UNDP will draw on TIPNG's lessons learned from their own past work with the private sector to ensure a coordinated way forward. UNDP will also engage with the PNG Chamber of Commerce to identify the best entry points for moving forward in this space in a systematic way. To better inform this work and build momentum around some of the most critical, but sensitive, private sector issues, UNDP will commission two research/advocacy publications on extractive industries corruption and private sector corruption in relation to procurement of critical government services (eg. medicines, school supplies, COVID19 supplies, infrastructure). This evidence-based analysis will provide a strong grounding for engaging the private sector but also working with the PNG Government to address private sector corruption.

47. UNDP will specifically work with young people, to build their awareness of what corruption is and why it must be addressed, and to engage them in national and local anti-corruption efforts. This recognises that social norm change – which will be critical to long term efforts to address corruption – will rest heavily on a new generation of Papua New Guineans rejecting corruption as an acceptable norm. UNDP will work with the existing Youth Against Corruption chapter in PNG as well as the National Youth Council and its provincial

chapters as possible. UNDP will also reach out through other activities to engage ordinary young people in this work, including through essay and video competitions and other innovative strategies designed to tap the enthusiasm and creativity of young people in PNG.

48. UNDP will also re-engage with PNG's media to support their efforts to engage in effective reporting of corruption in PNG as well as awareness raising with the public. About a decade ago, UNDP supported PNG Media Awards which were specifically designed to reward good investigative journalism with a corruption focus. UNDP will explore restarting this activity, which will also give visibility to the EU. UNDP will also work with the PNG Media Council and local media houses to build their capacities but also identify how the media can be better harnessed as a tool for awareness raising and social norm change.

Output 4.2: Catalytic small grant funding provided to support non-government and community anti-corruption initiatives

49. Complementing the work under Output 4.1, UNDP will set up a small grants programme which will be used to invest in innovative, local-level activities by local groups who want to work on anti-corruption initiatives in their communities. Experience has shown that in designing a small grants programme, a balance needs to be found between the size of the grant and the impact it may have, relative to the costs of managing the grants programme. Very small grants can be overly resource intensive administratively; overly large grants are usually only accessibly by bigger, usually capital centre-based NGOs. To facilitate the engagement of more NSAs and a diverse group of NSAs, UNDP is proposing up to six grants per year, between \$5,000-10,000, which will enable NSAs around the country to apply and deliver new and impactful work.

50. UNDP's proposed National Project Officer and National Project Assistant will be critical to ensuring proper management of the grant facility, with oversight from the UNDP Anti-Corruption Specialist. The team will develop clear guidelines, which deals with the criteria for applications, the application and selection process, how implementation will be monitored and how acquittals will be made by grantees. UNDP's team will provide accompaniment to grantees, so that the grant implementation process builds their own capacities as well as achieving broader results. The UNDP PNG website will be used to share information about the grants process, the grantees and their activities. This will be part of the Project's own transparency commitment as well as enabling the PNG media and ordinary citizens to understand the work of the grantees, how they can be involved and/or what they have achieved with their grant.

2.2 Location and duration

51. The Project will cover the whole of PNG, with Project staff based in Port Moresby. It will draw on the expertise and support of UNDP PNG, as well as UNODC ROSEAP Office, the Corruption and Economic Crime Branch at UNODC Headquarters in Vienna, Austria, the GPML Programme and the UN-PRAC Project based in Suva, Fiji.

52. The Project's duration is three years, with a view to extension, based on good performance, recognizing that tackling corruption in PNG is a long-term endeavour, which will require more than a three-year investment.

UNDP Support Costs

53. UNDP's budget has been designed to enable flexible delivery, which accompanies the needs and timelines of local actors, while still having a core team in place in Port Moresby which will work to drive forward the Project and keep it on track. UNDP's budget will be used to support the following items:

- **Staff Costs:** UNDP has kept its staffing lean, in an effort to ensure maximum value for the EU's funding support. To ensure a highly strategic approach which connects this Project to UNDP's other work with the PNG Government, funds have been allocated to underwrite 25% of the costs of UNDP's Assistant Resident Representative (ARR) who will be responsible for UNDP's overall project management and high-level liaison, to ensure that the EU's expectations of the Project are being met. The ARR will work closely with the P4 Anti-Corruption Specialist who will be recruited under the Project to provide high level technical advice and support to project partners, lead operational level liaison efforts with government and non-government stakeholders and support project management of. The AC Specialist will be supported by two Project staff, a Project Officer who will have the skills to work with the AC specialist to engage with national actors on substantive AC issues. This person will also support internal project work requiring technical AC knowledge, including project reporting, communications, drafting TORs and some high-level

administration tasks. A Project Assistant will also be recruited to provide full time administration and finance support to the team, to ensure that all project tasks are efficiently implemented.

- **Consultants:** UNDP has avoided a fly-in-fly-out approach to project delivery, but in some areas where specific niche expertise is required (e.g. designing the whistleblower and FOI regimes, implementing IT solutions, producing research, some elements of training), UNDP will recruit short-term consultants who will be brought in to work closely with the team and national actors to deliver special elements of the project workplan. The AC Specialist will be responsible for providing oversight over these consultants and ensuring the delivery of high quality outputs. Every effort will be made to ensure that consultants have previous experience working in PNG and/or the Pacific, to ensure they deliver properly contextualised outputs.
- **Activity costs:** The bulk of activity costs will be spent in four main areas:
 - (i) Support for training, including the cost of hiring venues (government venues must be used whenever it is possible, in line with PNG rules and regulations), producing resource packs and underwriting the costs of hosting participants.
 - (ii) Travel costs, including the costs of the bringing project consultants to PNG, as well as any travel inside PNG, both in terms of Project staff flying out to provinces, and provincial officials and stakeholders flying in to POM.
 - (iii) Publication costs, which should be relatively small. Research will usually be commissioned from consultants and/or local partner organisations. This funding will then cover the cost of laying out publications and producing a small number of hard copies, complemented by online versions.
 - (iv) Information and communication technology (ICT) approaches. The Project is committed to harnessing innovative approaches to ICT to enable PNG to more simply, quickly and efficiently implement anti-corruption approaches, in particular in relation to FOI, whistleblowing and managing conflict of interest and asset disclosure regimes. Likewise, ICT will be used to support the PNG Government to more effectively monitor and report on AC activities.
- **Visibility costs:** As discussed in more detail below, UNDP has dedicated a small portion of the budget specifically to ensuring the visibility of the Project and the EU's contribution in that regard. UNDP has costed in the funding to draw on the expertise of UNDP's Communications Officer in support of profiling the Project. UNDP has also included money to update the UNDP website to include a webpage on the Project which will be kept updated on all activities and a specific webpage which will capture information about the civil society small grants awarded and how they were implemented.
- **Other costs:** Consistent with standard practice, UNDP has costed in a range of operational support costs that all projects incur, referenced as Direct Project Costs in Annex III (Budget). These costs are drawn from a universal price list and are charged on a cost recovery basis. They offer a value for money approach to ensuring EU funding is delivered efficiently, effectively and transparently where services are needed but not required full time. These include security, procurement, human resource, ICT and back-office financial services. These services will also be made available to UNODC, consistent with its Service Level Agreement with UNDP.

UNODC Support Costs

54. **Staff costs** – These costs cover the Project team, which comprises of a full-time Anti-Corruption Adviser (P4), National Programme Officer, Programme Assistant and Driver who will be based in Port Moresby and recruited to ensure the effective administration, management and implementation of Outcomes 2 and 3 on a daily basis for the duration of the Project. These costs also include the part-time support of a Programme Assistant in the UNODC Regional Office in Bangkok to ensure system administration processes are followed, as well as three months of salary for a UNODC Anti-Corruption Adviser and two months of salary of the UNODC Regional Anti-Money Laundering Adviser. Both posts will provide substantive input to the implementation of activities and act as trainers/advisors/mentors as required. Both posts replace the need to resort to external expertise by using the UNODC in-house expertise on anti-corruption and financial investigation instead.
55. The UNODC components will be managed by the Regional Office for Southeast Asia and the Pacific (ROSEAP), including through a field presence in PNG. The Regional Representative and its Deputy, both based in Bangkok, will provide direct support to UNODC's outcomes by engaging with Ministers and Heads of national agencies of PNG, as well as attending relevant high-level events, meetings and initiatives to raise

the profile of the Project, thereby supporting and facilitating its implementation, and fostering buy-in and ownership of PNG. They will further engage with the EU Delegation on strategic discussions related to the implementation of the Project, as required, and ensure that activities of Outcomes 2 and 3 are in line with UNODC policies pertaining to international conventions and legal instruments. The Regional Representative and its Deputy will further coordinate with other UN entities, notably UNDP, and other multilateral and bilateral technical assistance providers at senior level to ensure that activities, as well as UNDP's activities, do not duplicate and that synergies are built, and to ensure the EU visibility of the Project.

56. **Consultants** – To ensure more targeted and topic-specific expertise and skills provided to the beneficiaries of the Project, these costs include four different specialty areas (organizational and internal set-up and management; ICAC media and visibility strategy; criminal investigations; forensic accounting and money laundering expertise). International consultants will be hired for maximum 120 work-days per year in total prorated at standard UN rates.
57. **Activity Costs (travel)** – These are aggregated national and international travel costs (economy-class tickets) for trainees, mentors and study visits as well as for staff and consultants in/out of the country to deliver the expertise at sessions and training events (at times when in-person events are permitted) calculated per number of planned training events/meeting sessions for both Outcomes 2 and 3 for the total period of three years. In view of the pandemic, fly in fly out travels will be replaced to the extent possible by online communication. Considering the impact of the COVID-19 pandemic in PNG, fly in fly out travels will be replaced by online communication, as needed.
58. **Activity Costs (procurement – services and equipment)** – These are aggregated costs for organizing the meeting sessions and training events for both Outcomes 2 and 3 and include costs of the use of training equipment (beamers, screens, whiteboards, etc), meals and refreshment, cost of hiring venues (government venues must be used whenever it is possible, in line with PNG rules and regulations). Costs additionally include the necessary office and training equipment (printer/scanner, laptops, stationery, etc).
59. **Visibility Costs** – These costs provide for a clear and detailed communication and visibility plan. This will include but is not limited to press releases, leaflets, brochures and newsletters, website updates, photographs, public events, information campaigns and other items, as appropriate, to ensure the visibility of the donor, but also implementing partners and beneficiaries.
60. **Other costs** – These relate to the costs of the use of office space and equipment, IT equipment purchase, use and maintenance, as well as the purchase and use of the office car to ensure not only the smooth and uninterrupted conduct of meetings and delivery of events, but also the safety and security of the staff and assets.

Logical Framework			
Project Title: Preventing and Countering Corruption in PNG			
<p>Relevant UNDP and UNODC Frameworks: UNDP Strategic Plan: Output 2.2. National, local and urban governance institutions are transparent and accountable for equitable access to services (tools, best practice) <ul style="list-style-type: none"> Indicator 2.2.1: Number of countries supported to develop or update preventive anti-corruption policies, plans or strategies Baseline: 0 (2017) Target: 4 Indicator 2.2.3 No of sub-national and local governments supported to enhance transparency and accountability for improved service delivery/SDGs Baseline: 0 (2017) Target: 4 PNG CPD: Outcome 1: By 2022, government and non-governmental institutions demonstrate improved transparency, accountability, delivery of justice and promotion of peace and security <ul style="list-style-type: none"> Output 1.1: Institutions have strengthened systems & capacities to perform their functions roles & responsibilities in support of good governance service delivery democracy peace & security Indicator 1.1.3 Number of state entities at national, provincial and district levels adopt and implement the integrated finance management system (IFMS) to reduce corruption UNODC Regional Programme for Southeast Asia and the Pacific – Anti-Corruption Component</p>			
<p>Overall Goal: To support the PNG Government to more effectively, accountably and transparently implement the Sustainable Development Goals by preventing and combating corruption in line with UNCAC and SDG16.</p>			
<p>Expected Accomplishment(s) in the Strategic Framework: To substantially reduce corruption, including through supporting the PNG Government, key national institutions, civil society and communities to strengthen their commitment and capacities to address corruption in line with the United Nations Convention against Corruption (UNCAC), in order to more effectively progress the achievement of the Sustainable Development Goals.</p>			
<p>Specific Objectives: 1. Build the commitment and capacity of Government and non-government organizations to successfully prevent and fight corruption in PNG, notably through the support of PNG's NACPA; 2. Strengthen the capacity of the core anti-corruption institutions and processes;</p>			
Outcomes/Outputs/Activities	Indicators	Means of Verification	Risks
Outcome 1: NACPA progressively implemented and monitored, including through law reform	<ul style="list-style-type: none"> Internal public service anti-corruption processes working more effectively to prevent and expose corruption <i>Baseline: World Bank corruption indicator = -0.91; Target: Improvement in World Bank corruption indicators²³</i> 	<ul style="list-style-type: none"> Review of # of whistle-blower and FOI submissions made NACPA progress reports UNCAC Review Mechanism reporting 	<ul style="list-style-type: none"> Technical improvements are slow to show up in corruption perceptions data Law and policy reforms take time to bed down within the public service
Output 1.1: NACPA Secretariat supported to implement NACPA, including M&E and reporting requirements (NACPA POW#8) UNDP	<ul style="list-style-type: none"> NACPA framework finalised and ready for implementation and oversight <i>Baseline: NACPA adopted but Working Groups still working on Action Plans and M&E; Target: Complete NACPA framework under implementation.</i> Core NACPA oversight group operating effectively <i>Baseline: PMNEC, Technical Working Group (TWG) + NACPA sectoral groups established; Target: PMNEC, TWG, sectoral groups meeting regularly to undertake effective oversight of NACPA implementation</i> 	<ul style="list-style-type: none"> Review of NACPA documents Regular production of minutes by NACPA oversight groups Publication of NACPA progress reports on PNG Govt website 	<ul style="list-style-type: none"> Complexity of NACPA implementation stakeholders difficult to manage NACPA stakeholders lack commitment to meet regularly & review progress Counterparts not committed or capacitated to produce progress reports

²³ https://databank.worldbank.org/reports.aspx?Report_Name=WGI-Table&Id=ccea4d8b



	<p>1.1.1 Technical assistance (TA) provided to PMNEC and NACPA members to implement NACPA + undertake ongoing coordination and oversight of implementation efforts</p> <p>1.1.2 TA and capacity development support provided to PMNEC and NACPA members to design M&E framework and put in place necessary reporting processes, infrastructure and well-capacitated reporting personnel</p> <p>1.1.3 TA provided to PMNEC Governance Branch to strengthen NEC oversight of “bureaucratic accountability” (POW#8)</p> <p>1.1.4 TA provided to produce and publish regular NACPA progress reports</p>	<ul style="list-style-type: none"> ▪ Review of laws passed ▪ Parliamentary Hansard transcripts 	<ul style="list-style-type: none"> ▪ DJAG delays finalisation of draft laws ▪ PMNEC stalls approval of draft laws ▪ Parliament rejects draft laws
<p>Output 1.2: Key anti-corruption law reforms progressed (NACPA POW#1) UNDP</p>	<ul style="list-style-type: none"> ▪ FOI law enacted and implemented <i>Baseline: FOI constitutional provision but no FOI implementing law;</i> <i>Target: FOI law passed</i> ▪ PNG Legal Framework updated to address all UNCAC requirements <i>Baseline: UNCAC review completed; Target: PNG laws updated to implement UNCAC</i> 	<p>1.2.1 Freedom of information (FOI) legislation drafted, consulted on and finalized</p> <p>1.2.2 Review of PNG laws commissioned, building on UNCAC Review Mechanism reports, to identify additional AC law reform requirements</p> <p>1.2.3 Relevant AC reform legislation drafted, consulted on and finalized</p> <p>1.2.4 Parliament supported to review, debate, amend and enact FOI legislation, AC law reforms and other AC-related topics</p>	<ul style="list-style-type: none"> ▪ Supporting regulations and guidelines in place to effectively implement new whistleblower protection + conflict of interest + asset disclosure + FOI regimes <i>Baseline: Some legal protections in place but regimes not yet effective operational; Target: Supporting Regulations and guidelines produced</i> ▪ New whistleblower protection + conflict of interest + asset disclosure + FOI regimes operating effectively <i>Baseline: Regimes not yet operational; Target: Public servants and govt agencies complying with their duties under new regimes</i>
<p>Output 1.3: Guidelines and processes for new legal frameworks designed and implemented (NACPA POW#7) UNDP</p>	<p>1.3.1 TA provided to key partners to develop (incl PMNEC, DJAG, PSC) regulations, guidelines and procedures to implement new Whistleblower Protection Act + to design and implement related training for public servants and private sector</p> <p>1.3.2 TA provided to key partners (incl PNG Ombudsman Commission, PSC) to develop regulations, guidelines and procedures to implement conflict of interest and asset disclosure regimes + to design and implement related training for public servants</p> <p>1.3.3 TA provided to key partners to develop regulations, guidelines and procedures to implement new Freedom of Information Act (once enacted) + to design and implement related training for public servants</p> <p>1.3.4 Community awareness programmes designed and implemented to raise awareness amongst the community of new whistleblower protections and FOI rights and procedures</p>	<ul style="list-style-type: none"> ▪ Review of regulations and guidelines produced ▪ Review of training reports for public servants ▪ Review of new COI and asset disclosure registers ▪ Data on # of whistleblower complaints and FOI applications made 	<ul style="list-style-type: none"> ▪ Public service bodies slow on developing and actioning new regulations and guidelines ▪ Insufficient resources provided to support proper implementation and oversight of new regimes
<p>Output 1.4: Corruption risk assessments completed and strategies designed in response (NACPA POW#3) UNDP</p>	<ul style="list-style-type: none"> ▪ Number of risk assessments conducted, and mitigation plans developed and published <i>Baseline: 0; Target: 10 agencies/units assessed</i> 	<ul style="list-style-type: none"> ▪ Copy of PNG risk assessment methodology ▪ Risk assessment reports ▪ Risk mitigation plans 	<ul style="list-style-type: none"> ▪ Work stalls within PNG Govt due to confusion re responsibilities and oversight powers ▪ Bodies/depts/provinces resist risk assessment reviews



	<p>1.4.1 Support provided to PMNEC, Department of Finance, Department of Treasury, and other stakeholders to design ongoing risk assessment plan for key national and/or sub-national government bodies, in cooperation with ICAC, Ombudsman Commission and Public Service Commission, as appropriate</p> <p>1.4.2 TA provided to scope and design appropriate risk assessment framework and methodology</p> <p>1.4.3 TA and capacity-building support provided to enable PNG stakeholders (still to be determined whether officials from Government or independent bodies) to undertake risk assessments and produce mitigation strategies</p> <p>1.4.4 TA and other support provided to enable PNG stakeholders to undertake risk assessments and produce risk management strategies for up to 4 provinces (as a pilot for assessing more provinces over time)</p>	<ul style="list-style-type: none"> ▪ No of discrete support services provided to PNG integrity institutions. <i>Baseline: 0; Target: 5</i> 	<ul style="list-style-type: none"> ▪ Police AC Training Needs Assessment (with UNODC) ▪ Terms of reference for each support activity ▪ Any reports/workshop agendas/training materials produced 	<ul style="list-style-type: none"> ▪ Integrity institutions do not request assistance from UNDP ▪ COVID19 impedes timely deployment of technical and other support
<p>Output 1.5: Key anti-corruption institutions supported to implement their NACPA priorities in a coordinated and efficient manner (NACPA POW#2) <u>UNDP</u></p>	<p>1.5.1 Comprehensive capacity assessments and capacity development plans completed for NFACD, PFACU and OPP (cross-reference Activities 3.1.1 and 3.3.2 below)</p> <p>1.5.2 On-demand TA and other support provided to key integrity institutions and units (eg. Ombudsman, Auditor, NFACD, PFACU, Customs AC units, Tax AC units, FIU provincial governments and their audit committees) to strengthen their operations</p> <p>1.5.3 Key integrity institutions supported to strengthen coordination of NACPA implementation (including in relation to coordination regarding AC investigations and prosecutions)</p>	<ul style="list-style-type: none"> ▪ ICAC effectively structured and staffing and operational procedures established <i>Baseline: 0; Target: 5</i> ▪ ICAC applies tools to prevent and fight corruption in line with UNCAC as a result of UNODC technical assistance <i>Baseline: 0; Target: 4</i> 	<ul style="list-style-type: none"> ▪ Number of activities ▪ Progress and assessment reports ▪ Analysis of responses to surveys sent to ICAC practitioners and other stakeholders who benefitted from UNODC capacity-building 	<ul style="list-style-type: none"> ▪ Lack of capacity ▪ Lack of enabling environment ▪ Insufficient public visibility
<p>Output 2.1: Internal organizational, management and staffing rules enhanced <u>UNODC</u></p>	<p>Organizational structure, staffing table with job descriptions in place <i>Baseline: 0; Target: 3</i></p> <p>Corporate management tools and SoPs in place <i>Baseline: 0; Target: 3</i></p>	<ul style="list-style-type: none"> ▪ Organizational structure, staffing table with job descriptions in place <i>Baseline: 0; Target: 3</i> ▪ Corporate management tools and SoPs in place <i>Baseline: 0; Target: 3</i> 	<ul style="list-style-type: none"> ▪ By-laws and internal rules of procedures ▪ Recruitment of staff 	<ul style="list-style-type: none"> ▪ Lack of capacity to timely adopt organizational rules ▪ Slow recruitment process
<p>Output 2.2: ICAC's preventive capacity strengthened <u>UNODC</u></p>	<p>Assistance in drafting the organizational structure, staffing table with job descriptions</p> <p>Assistance in establishing recruitment procedures based on principles of efficiency, transparency and objective criteria such as merit, equity and aptitude</p> <p>Support to the adoption of SoPs, including the internal rules of procedure and corporate management rules, and an ethics code</p> <p>Organization and/or facilitation of discussions/workshops on application of internal rules</p> <p>Number of ICAC practitioners that have increased their knowledge of corruption prevention as a result of UNODC technical assistance <i>Baseline: 0; Target: 20</i></p> <p>Number of specific preventive measures to which UNODC provided technical assistance and expertise</p>	<ul style="list-style-type: none"> ▪ Activity reports ▪ Events evaluation and pre- and post-training assessments ▪ Analysis of responses to surveys sent to practitioners and other 	<ul style="list-style-type: none"> ▪ Inconsistent application of newly acquired knowledge ▪ Lack of responsiveness to identified training needs 	




	<p><i>Baseline: 0; Target: 4</i></p> <p>2.2.1 Development and establishment of a complaints' mechanism under ICAC, including training and advocacy and mitigation management plans</p> <p>2.2.2 Provision of technical assistance to enhance preventive measures outlined in section 33 of the ICAC Act, including risk assessment methodology</p> <p>2.2.3 Support to the development and implementation of public surveys, researches and analysis of corruption in the country</p> <p>2.2.4 Support to building up and promote the public image and visibility of the ICAC; participation at public awareness campaigns in cooperation with non-State actors</p>	<p>stakeholders who benefitted from UNODC technical assistance</p>	
<p>Output 2.3: ICAC operational, investigative and prosecutorial capacities strengthened UNODC</p>	<ul style="list-style-type: none"> ▪ Number of ICAC practitioners that have increased their knowledge in detecting, investigating and prosecuting corruption cases as a result of UNODC technical assistance <i>Baseline: 0; Target: 50</i> ▪ Number of services provided to strengthen the ICAC capacity to detect, investigate and prosecute corruption cases <i>Baseline: 0; Target: 20</i> ▪ Number of services provided to promote the peer learning and sharing of knowledge <i>Baseline: 0; Target: 3</i> <p>2.3.1 Develop the capacity training plans for basic and advanced investigative and prosecutorial trainings</p> <p>2.3.2 Conduct basic and advanced training for ICAC and relevant bodies</p> <p>2.3.3 Provide mentoring, exchange of good practices and study visits</p> <p>2.3.4 Conduct training to foster the international cooperation and recovery of assets</p> <p>2.3.5 Conduct virtual seminars/study visits to promote regional cooperation in corruption and money-laundering cases</p>	<ul style="list-style-type: none"> ▪ Activity reports ▪ Events evaluation and pre- and post-training assessments ▪ Analysis of responses to surveys sent to practitioners and other stakeholders who benefitted from UNODC technical assistance 	<ul style="list-style-type: none"> ▪ Inconsistent application of newly acquired knowledge ▪ Lack of responsiveness to identified training needs
<p>Outcome 3: Capacities of key institutional anti-corruption partners to fight against corruption enhanced, namely the RPNGC National Fraud and Anti-Corruption Directorate (NFACD), Provincial Fraud and Anti-Corruption Units (PFACU), the Office of the Public Prosecutor (OPP) and any other relevant body</p>	<ul style="list-style-type: none"> ▪ NFACD and PFACU of RPNGC personnel that have increased their knowledge on how to effectively investigate corruption and support the ICAC with its investigations as a result of UNODC technical assistance <i>Baseline: 0; Target: 5</i> ▪ NFACD and PFACU submit corruption matters to OPP for prosecution <i>Baseline: 0; Target: 5</i> 	<ul style="list-style-type: none"> ▪ Number of activities ▪ Progress and assessment reports ▪ Analysis of responses to surveys sent to ICAC practitioners and other stakeholders who benefitted from UNODC capacity-building 	<ul style="list-style-type: none"> ▪ Lack of capacity ▪ Lack of enabling environment ▪ Insufficient public visibility
<p>Output 3.1: NFACD and PFACU investigative capacities strengthened UNODC</p>	<ul style="list-style-type: none"> ▪ Number of PFACU capacity assessments undertaken <i>Baseline: 0 Target: At least 10</i> ▪ Number of NFACD and PFACU practitioners that have increased their knowledge in detecting and investigating corruption cases as a result of UNODC technical assistance and apply this knowledge. <i>Baseline: 0; Target: 120</i> 	<ul style="list-style-type: none"> ▪ Activity reports ▪ Events evaluation and pre- and post-training assessments ▪ Analysis of responses to surveys sent to practitioners and other stakeholders who benefitted 	<ul style="list-style-type: none"> ▪ Inconsistent application of newly acquired knowledge ▪ Lack of responsiveness to identified training needs



<p>Output 3.2: OPP prosecution capacities strengthened UNODC</p>	<ul style="list-style-type: none"> ■ Number of services provided to strengthen the NFACD and PFACU capacities to detect and investigate corruption cases <i>Baseline: 0; Target: 10</i> 3.1.1 Comprehensive capacity assessments (enabling environment, organizational, individual) completed of NFACD and PFACU 3.1.2 Provision of technical assistance to develop capacity development plans, training curricula and training materials, including a training of trainers' curricula 3.1.3 Organization of trainings, with stationery, refreshments, travelling and accommodation for participants from provinces and delivering of trainings to strengthen the capacity of the NFACD and PFACU to carry out their investigative functions 3.1.4 Mentoring NFACD and PFACU investigators in relation to money-laundering investigations related to illicit financial flows linked to corruption 3.1.5 Conducting study visits to promote regional cooperation in corruption and money-laundering cases ■ Number of OPP practitioners that have increased their knowledge in prosecuting corruption cases as a result of UNODC technical assistance <i>Baseline: 0; Target: 30</i> ■ Number of services provided to strengthen the OPP capacities to prosecute corruption cases <i>Baseline: 0; Target: 10</i> 	<p>from UNODC technical assistance</p>	<ul style="list-style-type: none"> ■ Inconsistent application of newly acquired knowledge ■ Lack of responsiveness to identified training needs
<p>Outcome 4: Network of community stakeholders in support of anti-corruption efforts mobilized</p> <p>Output 4.1: Non-state actors supported to undertake AC education, awareness and reporting UNDP</p>	<ul style="list-style-type: none"> 3.2.1 Capacity assessment completed of OPP 3.2.2 Provision of technical assistance to develop capacity development plans, training curricula and training materials, including a training of trainers' curricula 3.2.3 Organization of trainings, with stationery, refreshments, travelling and accommodation for participants from provinces and delivering of trainings to strengthen the capacity of the OPP to carry out their prosecution functions in corruption cases 3.2.4 Conducting study visits to promote regional cooperation in corruption and money-laundering cases 3.2.5 Assistance in establishing policies and procedures for partnerships between OPP and ICAC ■ More civic actors engaged in the fight against corruption <i>Baseline: TIPNG active but civil society scattered otherwise; Target: 5 civil society partners actively working on AC initiatives</i> ■ AC partnerships and activities supported for CSOs, private sector and youth <i>Baseline: 0 activities; Target: 12 activities (approx. 4 per year)</i> ■ AC media campaigns implemented <i>Baseline: Some AC reporting but not coordinated; Target: At least 10 major AC media stories/discussions related to Project support</i> 	<ul style="list-style-type: none"> ■ Activity reports ■ Events evaluation and pre- and post- training assessments ■ Analysis of responses to surveys sent to practitioners and other stakeholders who benefitted from UNODC TA ■ Media review for AC stories ■ Project reporting ■ Project reporting from NSA partners ■ Research reports ■ Media reviews ■ Survey among population on "satisfaction with GoPNG anti-corruption efforts" 	<ul style="list-style-type: none"> ■ Civil society and media blocked from action by corrupt interests ■ Partners (esp in provincial areas) lack capacities and cant follow through on activities ■ NSA/media attacked by corrupt interests for their AC work
<p>Output 4.1: Non-state actors supported to undertake AC education, awareness and reporting UNDP</p>	<ul style="list-style-type: none"> 4.1.1. ICAC Public education and outreach strategy developed 4.1.2. ICAC supported to organise public awareness/education campaigns in cooperation with non-State actors 4.1.3. AC activities designed and supported in collaboration with key civil society partners, incl TIPNG but also proactively reaching into provinces to identify a new cohort of potential AC civil society partners (incl faith based organisations as appropriate) 4.1.4. TA, training and resources provided to support private sector efforts to address corruption, incl through Chamber of Commerce and Business Against Corruption Alliance as appropriate 		

<p>Output 4.2: Catalytic small grant funding provided to support non-government and community anti-corruption initiatives UNDP</p>	<p>4.1.5. TA, training and resources provided to support Youth Against Corruption activities,²⁴ in partnership with TIPNG, National Youth Council, Dept of Youth and other stakeholders</p> <p>4.1.6. TA, training and resources provided in collaboration with PNG Media Council and other media groups to promote and support anti-corruption investigative reporting, in newspapers, radio and on TV</p> <ul style="list-style-type: none"> ▪ Small grants effectively distributed and utilised <i>Baseline: 0 grants; Target: At least 10 grants</i> <p>4.2.1. Small grant fund established with supporting guidelines, oversight and reporting mechanisms</p> <p>4.2.2. Small grants distributed to non-government partners</p> <p>4.2.3. Technical support and capacity building training provided to small grant recipients as needed</p> <p>4.2.4. Information regarding small grants captured in reporting online and shared with the media</p>
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²⁴ This work will draw on similar successful initiatives supported by the UN-PRAC Project to establish Youth Against Corruption chapters in other PICS. It will also learn from the good practice gathered through the TIPNG Mike Manning Youth Camps.



3. Project Management and Implementation

3.1 Inputs

61. The inputs required to successfully achieve the goal and objectives of this Project are primarily advisory. The UN's offering to PNG through the EU-PNG Partnership for Good Governance is in the form of high quality, comparative technical advice and expertise which will enable PNG partners – not only the new ICAC but also government and non-government partners at national and sub-national level - to more effectively and efficiently implement their mandates under various anti-corruption laws and policy frameworks. It is for this reason that the Project has dedicated resources towards two anti-corruption specialists. UNODC's anti-corruption adviser, while based in the UN building in Port Moresby, will work closely with the new ICAC. S/he will intensively provide technical advice and expertise, as well as side-by-side mentoring to the new staff on institutional capacity building, given that the new institution will be required to immediately implement its new mandate and show results to the PNG public. UNODC adviser will also closely work with NFACD, PFACU and OPP officers in providing skills training and build their capacity to investigate and prosecute complex corruption and money laundering cases. UNDP's anti-corruption expert will be required to provide both technical advice and high-level relationship building support to support a whole-of-government and whole-of-society approach to tackling corruption. These are complex tasks which require the gravitas of an expert technician combined with the diplomatic skills of a more senior specialist.

62. Complementing the Project technical team is a sufficient amount of resources to ensure that the needs of PNG counterparts can be quickly and effectively met. Funding has been allocated towards capacity development activities, not only for ICAC staff but also to building the skills of the national and provincial fraud units and the OPP, all of whose efforts are critical to ensuring that corruption is exposed and investigated sufficiently to support successful prosecutions. Funding has also been provided to support work with other government departments whose contributions are essential to implementing the NACPA, not just the PMNEC but also DJAG, the Public Service Commission and the Ombudsman Commission. Finally, resources have been allocated to fund activities with non-government organisations, recognising that non-State actors have a critical role to play in preventing and addressing corruption.

3.2 Staffing, Management and Coordination

63. The day-to-day implementation of the Project will be managed by the Project team, comprised of a UNODC Anti-Corruption Adviser (P-4) and UNDP Anti-Corruption Technical Adviser (P-4), two (UNODC and UNDP) National Project Officers and two (UNODC and UNDP) Project Assistants based in Port Moresby, PNG. The Project team will be supported additionally by a part-time UNODC Project Assistant, three months of a UNODC Anti-corruption Adviser and two-months of the UNODC Regional Anti-money Laundering Adviser based in UNODC ROSEAP and technical expertise from the Corruption and Economic Crime Branch – UNODC Headquarters.

64. In further ensuring that goals of the project outcomes are fulfilled and properly reflected in the respective work plans, the Project Team shall liaise closely and update each other on all relevant information and implementation detail to ensure the coordinated and informed action planning and timely and harmonized assistance and support to project beneficiaries. This will be done through regular team meetings and briefings that will also discuss strategic aspects of the project including managing any potential risks.

65. The Project team will participate in and contribute to national coordination mechanisms, including through the Social, Law and Order Sector Heads (SLOSH) Group, to leverage support and benefit from partnerships and collaboration across key government agencies and development partners. Within the UN system, Project activities will be fully aligned to the Peace Pillar Working Group under the PNG Delivering as One United Nations Development Assistance Framework (UNDAF) 2018-2022 to contribute to the work stream on good governance, anti-corruption and rule of law.

66. DJAG will be the primary point of contact for the Project team, within the National Government machinery, as one of the lead agencies working on both the NACPA and the ICAC law and implementation. DJAG will chair a monthly operational level meeting with the Project Team and other key stakeholders in the Project to discuss progress and agree on forward-looking activity planning.

3.3 Project Steering Committee

67. To ensure the ownership of the Project by PNG counterparts and to facilitate joint monitoring of the progress of the Project, a Steering Committee will be established, consisting of key stakeholders from UNODC, UNDP PNG, the European Union (as convener) and the Government of PNG. It will be responsible for reviewing progress made under the previous reporting period, approving the priorities for the upcoming period, and approving any contingency measures that are to be put in place in order to adapt the project to unforeseen events. The Committee will meet every 12 months, either in-person or virtually. Steering Committee meetings will be organized by UNDP and UNODC upon request by the EU Delegation (following consultations with GoPNG).

68. Based on the provisions of the “EU-PNG Partnership for Good Governance”, UNDP and UNODC will also report to the overall Programme Steering Committee.

3.4 Monitoring and Reporting

69. During the inception phase of the project, UNODC and UNDP will set up a monitoring system that allows a continuous assessment of progress and achievements against the logframe.

70. Financial and narrative reporting will be made in line with the special and general conditions governing EU funded Contribution Agreements. It will be the responsibility of UNODC and UNDP to fulfil those duties in a timely manner, and under the quality control of ROSEAP/ UNDP PNG.

71. Financial reports will also be prepared in line with the EU’s requirements and UNODC and UNDP rules and regulations. In this regard, at the end of each year, the Assistants will prepare a draft report and submit it to the Advisers for approval and forwarding to management. For UNODC, management will then seek approval and certification from the Financial Resources Management Section (FRMS) in Vienna.

3.5 Evaluation

72. In addition to the provisions of the Contribution Agreement, the Project will be subject to a final independent project evaluation towards the end of the Project (starting at least 4-6 month before completion of the Project). More details on the purpose, scope and duration of the evaluation as well as a detailed list of major stakeholders to be consulted will be provided in the Terms of Reference for the evaluation, which will be drafted by UNODC and UNDP, in consultation with the EU.

73. The evaluation will be conducted by the independent and external evaluators, who will be recruited by UNDP and UNODC jointly. Support will be provided to the external evaluators by UNODC’s Independent Evaluation Service and UNDP’s Evaluation Unit, including in relation to the evaluation methodology and reporting template. The Project team will provide logistical support to set up meetings and ensure the evaluators are given the information and access to counterparts that they require. Funds to cover evaluation costs have been set aside for both UNDP and UNODC in the Project budget (a total of USD 50,000 for the evaluation). Should there be indications of a Project extension, UNODC and UNDP will, as soon as possible, amend the timeframe.

3.6 Project Visibility

74. UNDP and UNODC are committed to ensuring that the European’s Union’s partnership on this project and overall support to the PNG Government’s anti-corruption agenda is promoted by the Project, as appropriate taking into account local ownership and other sensitivities in this area. UNDP and UNODC ensure that the Project follows the EU’s guidelines on EU visibility in projects, specifically, “Communication and Visibility in EU-financed external actions - Requirements for implementing partners (Projects)”. To this end, a specific Visibility and Communications plan is attached to the final Contribution Agreement documentation as an annex.

3.7 Risk Management

Risk			Mitigation
Identification	Likelihood	Impact	Risk Mitigation Strategy
Risk 1: Political instability hampers the	MEDIUM	HIGH	Politics in PNG is extremely fluid, with Governments and Ministers sometimes being removed in the most extreme cases. Political party

implementation of the Project			stability measures have reduced this possibility, but votes of no confidence are possible during the Project term. The Project will keep close track of political developments and respond accordingly. The Project will maintain strong working relationships with Government, while striving to demonstrate political impartiality, to ensure that it is recognized as a trusted expert partner to all political actors.
Risk 2: Lack of sustained political will and commitment by PNG MPs and official counterparts	MEDIUM	HIGH	This is not the first time that anti-corruption has become a political priority of a government in PNG, but commitment has also stalled at critical times before. To encouraging ongoing commitment to key anti-corruption reforms, the European Union has already made this Project contingent on the enactment of specific legislation e.g. ICAC Bill, FOI Bill, as well as complementary Government funding. The Project team will encourage ongoing political commitment by liaising closely with key Government counterparts to identify potential roadblocks and collaborative work to address any challenges. The Project is also premised on the basis that building strong relationships of trust between the Project team and counterparts will help maintain momentum.
Risk 3: Anti-corruption efforts are politicized and undermine the Project's credibility	MEDIUM	HIGH	Anti-corruption investigations in PNG are at risk of being politicized, with parties complaining of unfair targeting. It will be important to ensure that the Project is seen as completely impartial in the context of investigations and prosecutions and are only used as technical experts. UNODC and UNDP will continue to monitor the situation and raise any concerns during the Steering Committee meetings for discussion/ action.
Risk 4: Outbreaks of street violence or protest stall implementation	MEDIUM	HIGH	PNG is prone to sporadic outbursts of political violence and/or public protests, including during elections (which will be held during the Project term). If such violence occurs, the Project team will follow the advice provided by the UN Department of Security and Safety (UN-DSS) and either suspend or postpone activities until the situation improves. It is not expected that the worsening of the security situation will lead the Project to a complete stand-still. Should this happen, UNODC and UNDP will liaise with the national authorities concerned and the European Union to develop a contingency plan.
Risk 4: The security situation in parts of the country covered by the Project does not allow any Project's physical presence	HIGH	LOW	Some regions of PNG have reported violence and are deemed unsafe to travel to, notably the Highlands provinces. UNODC and UNDP will follow the advice provided by UN-DSS and the national authorities. Relocation of activities to safer places within a country is the most likely alternative should this risk materialize with already most of the activities planned to be held in Port Moresby.
Risk 5: Trained personnel transfers undermine the impact of capacity development efforts	MEDIUM	MEDIUM	Personnel within the national administrations in PNG can be subject to frequent reassignments. This creates issues in terms of sustainability, passing of knowledge, and leads to a waste of resources. The Project will do its utmost to secure agreements from partner Ministries that trained personnel will stay in place at least for the entire Project duration.
Risk 6: A weak knowledge base hinders capacity building	LOW	MEDIUM	This risk is unlikely due to the relatively good education of the persons working for the beneficiary structures (no one is illiterate). In addition, UNODC and UNDP have some degree of flexibility to adapt activities to the capacity of the people who need to be trained.
Risk 7: Equipment provided is diverted to other purposes for which it was given or for private use	LOW	LOW	This is most relevant to the ICAC, which may be supported with some initial equipment purchases. Should it appear that the equipment has been diverted, UNODC and UNDP will suspend all equipment delivery to counterparts and engage with the national authorities until the Office receives assurance that the situation has been addressed and measures put in place to avoid such occurrence in the future.
Risk 8: Geographically challenging region with a risk of natural disasters and pandemics (e.g. COVID-19)	HIGH	MEDIUM	With COVID-19, the affects not only on the government and counterparts of the Project, but also society at large could be detrimental. UNODC and UNDP are committed to being flexible to address the risk of natural disasters and pandemics. This may require the purchasing of IT equipment/ services to telecommute and so forth.

3.7 Sustainability

75. As noted at the outset, the Project is designed to provide fast tracking the implementation of NACPA and the new ICAC law, at the same time ensuring that strong foundations are laid for a longer-term investment

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in strengthening PNG's anti-corruption efforts. In this context, sustainability will be ensured in the short term through effective capacity development of counterparts, including through deliberate mentoring and skills transfer. Support to the ICAC in particular, will be designed to build a cohort of independent, effective ICAC Commissioners and staff with the capacities to effectively discharge their mandates under the new Act. That said, the Project timeframe of three years is an optimal time to ensure fully established and operational ICAC enabled to fulfil its mandate without the immediate need for external technical support. In a long term, and given the mandate of Commissioners (six years if a citizen and three years if a non-citizen) ICAC could benefit from additional topic tailored assistance to ensure a smooth transition to new management.

76. Project support to counterparts other than the ICAC will also be designed to build capacities within government and non-government bodies that will enable partners to eventually continue their anti-corruption efforts beyond the Project lifespan. While the Project will be implemented with a view to ensuring the sustainability of its efforts – in particular by working closely with partners and not creating new activities or initiatives that are not grounded within local partner systems and plans – nonetheless, sustainability should ideally be seen as a ten year process, at a minimum, as experience shows that legal and institutional reforms in PNG usually take many years to become entrenched and sustainable.

<p><i>processes for new legal frameworks designed and implemented (NACPA POW#7)</i></p>	<p>develop regulations / guidelines / procedures to implement Whistleblower Protection Act + design /implement training for public servants and private sector</p> <p>1.3.2 TA provided to key partners (incl PNG Ombudsman Commission, PSC) develop regulations, guidelines and procedures to implement conflict of interest and asset disclosure regimes + to design and implement related training for public servants</p> <p>1.3.3 TA provided to key partners develop regulations, guidelines and procedures to implement new Freedom of Information Act (once enacted) + to design and implement related training for public servants</p> <p>1.3.4 Community awareness programmes designed and implemented to raise awareness amongst the community of new whistleblower protections and FOI rights and procedures</p>	
<p><i>Output 1.4: Corruption risk assessments completed and strategies designed in response (NACPA POW#3)</i></p>	<p>1.4.1 Support provided to PMNEC, Department of Finance, Department of Treasury, and other stakeholders to design ongoing risk assessment plan for key national and/or sub-national government bodies, in cooperation with ICAC, Ombudsman Commission and Public Service Commission, as appropriate</p> <p>1.4.2 TA provided to scope and design appropriate risk assessment framework and methodology</p> <p>1.4.3 TA and capacity-building support provided to enable PNG stakeholders (still to be determined whether officials from Government or independent bodies) to undertake risk</p>	

	2.1.4 Organization and/or facilitation of discussions/workshops on application of internal rules		Output 2.2: ICAC's preventive capacity strengthened	2.2.1 Development and establishment of a complaints' mechanism under ICAC, including training and advocacy			2.2.2 Provision of technical assistance to enhance preventive measures outlined in section 33 of the ICAC Act, including risk assessment methodology and mitigation management plans			2.2.3 Support to the development and implementation of public surveys, researches and analysis of corruption in the country			2.2.4 Support to building up and promote the public image and visibility of the ICAC; participation at public awareness campaigns in cooperation with non-State actors		Output 2.3: ICAC operational, investigative and prosecutorial capacities strengthened	2.3.1 Develop the capacity training plans for basic and advanced investigative and prosecutorial trainings			2.3.2 Conduct basic and advanced training for ICAC and relevant bodies			2.3.3 Provide mentoring, exchange of good practices and study visits			2.3.4 Conduct training to foster the international cooperation on recovery of assets			2.3.5 Conduct virtual seminars/study visits to promote regional cooperation in corruption and money-laundering cases	
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Outcome 3: Capacities of key institutional anti-corruption partners to fight against corruption enhanced



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	4.2.4 Information regarding small grants captured in reporting online and shared with the media														
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ANNEX II - General Conditions for Contribution Agreements

Article 1: Definitions..... 2
Article 2: General obligations 4
Article 3: Obligations regarding information and reporting 5
Article 4: Liability towards third parties 7
Article 5: Conflict of interests 8
Article 6: Confidentiality 8
Article 7: Data Protection..... 8
Article 8: Communication and visibility 8
Article 9: Right to use results and transfer of equipment..... 9
Article 10: Monitoring and evaluation of the Action 10
Article 11: Amendment to the Agreement 11
Article 12: Suspension 11
Article 13: Termination 13
Article 14: Applicable law and settlement of disputes..... 14
Article 15: Recovery 15
Article 16: Accounts and archiving..... 16
Article 17: Access and financial checks 16
Article 18: Eligibility of costs 17
Article 19: Payments 18
Article 20: Final amount of the EU Contribution 20
Article 21: Performance-based financing..... 20
Article 22: Ex-post publication of information on Contractors and Grant
Beneficiaries..... 20
Article 23: Contracting and Early Detection and Exclusion System 21

Article 1: Definitions

- Action:** the cooperation programme or project partly or wholly financed by the EU, which is carried out by the Organisation as described in Annex I. Where reference is made to the Action or part of the Action financed by the EU Contribution, this refers both (i) to activities exclusively financed by the EU Contribution and (ii) to activities jointly co-financed by the EU.
- Contractor:** a natural or legal person with whom a Procurement Contract has been signed.
- Days:** calendar days.
- Early Detection and Exclusion System:** a system set up by Regulation (EU, Euratom) No 2015/1929 of 28 October 2015 on the financial rules applicable to the general budget of the Union (OJ L 286/1, 30.10.2015), which includes information on the early detection of risks threatening the EU financial interests, on the cases of exclusion from EU funding of legal and natural persons and on the cases of imposition of financial penalties.
- End Date:** the date by which the Agreement ends, i.e. the moment of the payment of the balance by the Contracting Authority in accordance with Article 19 or when the Organisation repays any amounts paid in excess of the final amount due pursuant to Article 20. If any of the Parties invokes a dispute settlement procedure in accordance with Article 14, the End Date shall be postponed until the completion of such procedure.
- Final Administrative Decision:** a decision of an administrative authority having final and binding effect in accordance with the applicable law.
- Final Beneficiary:** a natural or legal person ultimately benefitting from the Action.
- Force Majeure:** any unforeseeable and exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Agreement, which may not be attributed to error or negligence on either part (or on the part of the Grant Beneficiaries, Partners, Contractors, agents or staff), and which could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available cannot be invoked as force majeure, unless they stem directly from a relevant case of force majeure. Labour disputes, strikes or financial problems of the Organisation cannot be invoked as force majeure by the defaulting Party.
- Grant:** a direct financial contribution by way of donation given by the Organisation or a Partner to finance third parties activities.
- Grant Beneficiary:** a natural or legal person to whom a Grant has been awarded. Grant Beneficiaries can sub-grant and procure for the implementation of their activities.

Grave Professional Misconduct:	any of: a violation of applicable laws or regulations, in particular the Organisation's Regulations and Rules, or ethical standards of the profession to which a person or entity belongs, including any conduct leading to sexual or other exploitation or abuse, or any wrongful conduct of a person or entity which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence.
Indicator:	the quantitative and/or qualitative factor or variable that provides a simple and reliable means to measure the achievement of the Results of an Action.
Internal Control System:	a process applicable at all levels of management designed to provide reasonable assurance of achieving the following objectives: a) effectiveness, efficiency and economy of operations; b) reliability of reporting; c) safeguarding of assets and information; d) prevention, detection, correction and follow-up of fraud and irregularities; e) adequate management of the risks relating to the legality and regularity of the financial operations, taking into account the multiannual character of programmes as well as the nature of the payments concerned.
International Organisation:	an international public-sector organisation set up by international agreement (including specialised agencies set up by such organisations), or an organisation assimilated to international organisations in accordance with the EU Financial Regulation.
Member State Organisation:	an entity established in a Member State of the European Union as a public law body or as a body governed by private law entrusted with a public service mission and provided with adequate financial guarantees from the Member State.
Multi-Donor Action:	an Action co-financed by the EU Contribution (whether or not earmarked) and other donor(s).
Outcome:	the likely or achieved short-term and medium-term effects of an Action's Outputs.
Output:	the products, capital goods and services which result from an Action's activities.
Partner:	an entity implementing part of the Action and being a party to the relevant Contribution Agreement together with the Organisation.
Procurement Contract:	a contract signed between the Contractor and either the Organisation or a Partner under which the Contractor provides services, supplies or works.
Regulations and Rules:	regulations, rules, organisational directives, instructions and other parts of the regulatory framework of the Organisation.
Result:	the Output or Outcome of an Action.

Sound Financial Management:

a principle overarching the implementation of this Agreement, namely economy, effectiveness and efficiency (including all aspects of internal control). The principle of economy requires that resources used in the pursuit of the implementation of the Action shall be made available in due time, in appropriate quantity and quality and at the best price. The principle of effectiveness concerns the attainment of the specific objectives and the achievement of the intended results. The principle of efficiency concerns the best relationship between resources employed and results achieved.

Article 2: General obligations

Implementation of the Action

2.1 The Organisation is responsible for the implementation of the Action described in Annex I, regardless of whether the activities are performed by the Organisation itself, a Contractor or a Grant Beneficiary. Both Parties will endeavour to strengthen their mutual contacts with a view to foster the exchange of information throughout the implementation of the Action. To this end, the Organisation and the Contracting Authority shall participate in coordination meetings and other jointly organised common activities, and the Organisation shall invite the European Commission to join any donor committee which may be set up in relation to the Action.

Responsibility

2.2 The Organisation shall be responsible for the performance of the obligations under this Agreement with a due degree of professional care and diligence, which means that it shall apply the same level of duty and care which it applies in managing its own funds. The Organisation shall respect the principles of Sound Financial Management, transparency, non-discrimination and visibility of the European Union in the implementation of the Action.

2.3 The Organisation shall have full financial responsibility towards the Contracting Authority for all funds, including those unduly paid to or incorrectly used by Contractors or Grant Beneficiaries. The Organisation shall take measures to prevent, detect and correct irregularities and fraud when implementing the Action. To this end, the Organisation shall carry out, in accordance with the principle of proportionality and its positively assessed Regulations and Rules, ex-ante and/or ex-post controls including, where appropriate, on-the-spot checks on representative and/or risk-based samples of transactions, to ensure that the Action financed by the EU Contribution is effectively carried out and implemented correctly. The Organisation shall inform the European Commission and the Contracting Authority of irregularities and fraud detected in the management of the EU Contribution and the measures taken. Where funds have been unduly paid to or incorrectly used by Contractors or Grant Beneficiaries, the Organisation shall take all applicable measures in accordance with its own Regulations and Rules to recover those funds, including, where appropriate, by bringing legal proceedings and by endeavouring to assign claims against its Contractors or Grant Beneficiaries to the Contracting Authority or the European Commission. Where the Organisation has exhausted such measures and the non-recovery is not the result of error or negligence on the part of the Organisation, the Contracting Authority will consider the amounts that could not be recovered from Contractors and/or Grant Beneficiaries as eligible costs.

Other obligations

2.4 The Organisation undertakes to ensure that the obligations stated in this Agreement under Articles 2.6, 5-Conflict of interests, 7-Data protection, 8-Communication and Visibility, 16-Accounts and archiving and Article 17-Access and financial checks apply, where applicable, to all Contractors and Grant Beneficiaries.



- 2.5 The Organisation shall notify the Contracting Authority and the European Commission without delay of any substantial change in the rules, procedures and systems applied in the implementation of the Action. This obligation concerns in particular (i) substantial changes affecting the pillar assessment undergone by the Organisation or (ii) those that may affect the conditions for eligibility provided for in the applicable legal instruments of the EU. The Parties shall use their best efforts to resolve amicably any issues resulting from such changes. The Contracting Authority reserves the right to adopt or require additional measures in response to such changes. In the event an agreement on such measures or other solutions cannot be reached between the Parties, either Party may terminate the Agreement in accordance with Article 13.3.
- 2.6 The Organisation shall promote the respect of human rights and respect applicable environmental legislation including multilateral environmental agreements, as well as internationally agreed core labour standards. The Organisation shall not support activities that contribute to money laundering, terrorism financing, tax avoidance, tax fraud or tax evasion.
- 2.7 Where the European Commission is not the Contracting Authority, it shall not be a party to this Agreement, with the consequence that rights and obligations are conferred upon it only where explicitly stated. This is without prejudice to the European Commission's role in promoting a consistent interpretation of the terms of this Agreement.

Article 3: Obligations regarding information and reporting

General issues

- 3.1 The Organisation shall provide the Contracting Authority with full information on the implementation of the Action. To that end, the Organisation shall include in Annex I a work plan at least for the first year of the Implementation Period (or the whole Implementation Period where it is less than one year). The Organisation shall submit to the Contracting Authority progress report(s) and a final report in accordance with the provisions below. These reports shall consist of a narrative part and a financial part.
- 3.2 Every report, whether progress or final, shall provide a complete account of all relevant aspects of the implementation of the Action for the period covered. The report shall describe the implementation of the Action according to the activities envisaged in Annex I as well as the degree of achievement of its Results (Outcomes or Outputs) as measured by corresponding Indicators. The report shall be drafted in such a way as to allow monitoring of the objective(s), the means envisaged and employed. The level of detail in any report shall match that of Annexes I and III.
- 3.3 Where the overall action of the Organisation lasts longer than the Implementation Period of this Agreement, the Contracting Authority may request – in addition to the final reports to be submitted pursuant to Article 3.8 - the final reports of the overall action, once available.
- 3.4 Any alternative or additional reporting requirement shall be set out in the Special Conditions.
- 3.5 The Contracting Authority may request additional information at any time, providing the reasons for that request. Subject to the Organisation's Regulations and Rules, such information shall be supplied within thirty (30) days of receipt of the request. The Organisation may submit a duly motivated request to extend the 30-day deadline.
- 3.6 The Organisation shall notify the Contracting Authority without delay of any circumstances likely to adversely affect the implementation and management of the Action, or to delay or jeopardise the performance of the activities.

Content of the reports

- 3.7 The progress report(s) shall relate directly to this Agreement and shall at least include:
- a) summary and context of the Action;
 - b) actual Results: an updated table based on a logical framework matrix including reporting of Results achieved by the Action (Outcomes or Outputs) as measured by their corresponding Indicators, agreed baselines and targets, and relevant data sources;
 - c) information on the activities directly related to the Action as described in Annex I and carried out during the reporting period;
 - d) information on the difficulties encountered and measures taken to overcome problems and eventual changes introduced;
 - e) information on the implementation of the Visibility and Communication Plan (Annex VI) and any additional measures taken to identify the EU as source of financing;
 - f) a breakdown of the total costs, following the structure set out in Annex III, incurred from the beginning of the Action as well as the legal commitments entered into by the Organisation during the reporting period;
 - g) a summary of controls carried out and available final audit reports in line with the Organisation's policy on disclosure of such controls and audit reports. Where errors and weaknesses in systems were identified, an analysis of their nature and extent, as well as information on corrective measures taken or planned, shall also be provided;
 - h) where applicable, a request for payment;
 - i) work plan and budget forecast for the next reporting period.
- 3.8 The final report shall cover the entire Implementation Period and include:
- a) all the information requested in Article 3.7 a) to h);
 - b) a summary of the Action's receipts, payments received and of the eligible costs incurred;
 - c) where applicable, an overview of any funds unduly paid or incorrectly used which the Organisation could or could not recover itself;
 - d) the exact link to the webpage where, according to Article 22.1, information on Grant Beneficiaries and Contractors is available;
 - e) if relevant, details of transfers of equipment, vehicles and remaining major supplies mentioned in Article 9;
 - f) where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, a confirmation from the Organisation that an amount corresponding to that paid by the Contracting Authority has been used in accordance with the obligations laid down in this Agreement and that costs that were not eligible for the EU Contribution have been covered by other donors' contributions;
 - g) where applicable, a request for payment.
- 3.9 The Organisation shall submit a report for every reporting period as specified in the Special Conditions starting from the commencement of the Implementation Period, unless otherwise specified in the Special Conditions¹. Reporting, narrative as well as financial, shall cover the whole Action, regardless of whether this Action is entirely or partly financed by the EU Contribution. Progress reports shall be submitted within sixty (60) days after the period covered by such report. The final report shall be submitted, at the latest, six (6) months after the end of the Implementation Period.

Management declaration

¹ By default, the reporting period is every 12 months as from the commencement of the Implementation Period.

- 3.10 Every progress and final report shall be accompanied by a management declaration in accordance with the template included in Annex VII, unless Article 1.5 of the Special Conditions states that an annual management declaration shall be sent to the European Commission headquarters, separately from the reports provided under this Agreement.

Audit or control opinion for organisations other than International Organisations/Member State Organisations

- 3.11 In case the Organisation is neither an International Organisation, nor a Member State Organisation, the Organisation shall provide an audit or control opinion in accordance with internationally accepted audit standards, establishing whether the accounts give a true and fair view, whether the control systems in place function properly, and whether the underlying transactions are managed in accordance with the provisions of this Agreement. The opinion shall also state whether the audit work puts in doubt the assertions made in the management declaration mentioned above.
- 3.12 Such audit or control opinion shall be provided up to one (1) month following the management declaration sent with every progress or final report, unless Article 1.5 of the Special Conditions states that the management declaration and the audit or control opinion shall be sent annually to the European Commission headquarters separately from the reports provided under this Agreement.

Currency for reporting

- 3.13 The reports shall be submitted in the Currency of the Agreement as specified in Article 3 of the Special Conditions.
- 3.14 The Organisation shall convert legal commitments, the Action's receipts and costs incurred in currencies other than the accounting currency of the Organisation according to its usual accounting practices.

Failure to comply with reporting obligations

- 3.15 If the Organisation is unable to present a progress or final report, together with the accompanying documents, by the deadline set out in Article 3.9, the Organisation shall inform the Contracting Authority in writing of the reasons. The Organisation shall also provide a summary of the state of progress of the Action and, where applicable, a provisional work plan for the next period. If the Organisation fails to comply with this obligation for two (2) months, following the deadline set out in Article 3.9, the Contracting Authority may terminate the Agreement in accordance with Article 13, refuse to pay any outstanding amount and recover any amount unduly paid.

Article 4: Liability towards third parties

- 4.1 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable for damage or injury sustained by the staff or property of the Organisation while the Action is being carried out, or as a consequence of the Action. The European Commission shall not therefore accept any claim for compensation or increase in payment in connection with such damage or injury.
- 4.2 The European Commission shall not, under any circumstances or for any reason whatsoever, be held liable towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the implementation of the Action.
- 4.3 The Organisation shall discharge the European Commission of all liability associated with any claim or action brought as a result of an infringement of the Organisation's Regulations and Rules committed by the Organisation or Organisation's employees or individuals for

whom those employees are responsible, or as a result of a violation of a third party's rights in the context of the implementation of the Action.

Article 5: Conflict of interests

- 5.1 The Organisation shall refrain, in accordance with its Regulations and Rules, from any action which may give rise to a conflict of interests.
- 5.2 A conflict of interest shall be deemed to arise where the impartial and objective exercise of the functions of any person implementing the Agreement is compromised.

Article 6: Confidentiality

- 6.1 The Contracting Authority and the Organisation shall both preserve the confidentiality of any document, information or other material directly related to the implementation of the Action that is communicated as confidential. The confidential nature of a document shall not prevent it from being communicated to a third party on a confidential basis when the rules binding the Parties, or the European Commission when it is not the Contracting Authority, so require. In no case can disclosure put in jeopardy the Parties' privileges and immunities or the safety and security of the Parties' staff, Contractors, Grant Beneficiaries or the Final Beneficiaries of the Action.
- 6.2 The Parties shall obtain each other's prior written consent before publicly disclosing such confidential information unless:
- a) the communicating Party agrees in writing to release the other Party from the earlier confidentiality obligations; or
 - b) the confidential information becomes public through other means than in breach of the confidentiality obligation by the Party bound by that obligation; or
 - c) the disclosure of confidential information is required by law or by Regulations and Rules established in accordance with the basic constitutive document of any of the Parties.
- 6.3 The Parties shall remain bound by confidentiality for five (5) years after the End Date of the Agreement, or longer as specified by the communicating Party at the time of communication.
- 6.4 Where the European Commission is not the Contracting Authority, it shall nonetheless have access to all documents communicated to the Contracting Authority, and shall maintain the same level of confidentiality.

Article 7: Data Protection

The Organisation shall ensure an appropriate protection of personal data in accordance with its applicable Rules and Procedures. Personal data shall be:

- processed lawfully, fairly and in a transparent manner in relation to the data subject;
- collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
- accurate and, where necessary, kept up to date;
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; and
- processed in a manner that ensures appropriate security of the personal data.



Article 8: Communication and visibility

- 8.1 The Organisation shall implement the Communication and Visibility Plan detailed in Annex VI.
- 8.2 Unless the European Commission requests or agrees otherwise, the Organisation shall take all appropriate measures to publicise the fact that the Action has received funding from the EU. Information given to the press and to the Final Beneficiaries, as well as all related publicity material, official notices, reports and publications shall acknowledge that the Action was carried out "with funding by the European Union" and shall display the EU logo (twelve yellow stars on a blue background) in an appropriate way. Publications by the Organisation pertaining to the Action, in whatever form and whatever medium, including the internet, shall carry the following disclaimer: "This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union." Such measures shall be carried out in accordance with the Communication and Visibility Requirements for EU External Action² published by the European Commission, or with any other guidelines agreed between the European Commission and the Organisation.
- 8.3 If, during the implementation of the Action, equipment, vehicles or major supplies are purchased using the EU Contribution, the Organisation shall display appropriate acknowledgement on such vehicles, equipment or major supplies, including the display of the EU logo (twelve yellow stars on a blue background). Where such display could jeopardise the Organisation's privileges and immunities or the safety of the Organisation's staff or of the Final Beneficiaries, the Organisation shall propose appropriate alternative arrangements. The acknowledgement and the EU logo shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the Action as an activity of the Organisation, nor the ownership of the equipment, vehicles or major supplies by the Organisation.
- 8.4 If, pursuant to Article 9.5, the equipment, vehicles or remaining major supplies purchased with the EU Contribution have not been transferred to the local authorities, local Grant Beneficiaries or Final Beneficiaries when submitting the final report, the visibility requirements as regards this equipment, vehicles or major supplies (in particular display of the EU logo) shall continue to apply between submission of the final report and the end of the overall action, if the latter is longer. Where the Organisation retains ownership in accordance with Article 9.6, the visibility requirements shall continue to apply as long as the relevant equipment, vehicles or remaining major supplies are used by the Organisation.
- 8.5 Unless otherwise provided in the Special Conditions, if disclosure risks threatening the Organisation's safety or harming its interests, the European Commission and the Contracting Authority (if other than the European Commission) may publish in any form and medium, including on its internet sites, the name and address of the Organisation, the purpose and amount of the EU Contribution.
- 8.6 The Organisation shall ensure that reports, publications, press releases and updates relevant to the Action are communicated to the addresses stated in the Special Conditions upon their issuance.
- 8.7 The Parties will consult immediately and endeavour to remedy any detected shortcomings in implementing the visibility requirements set out in this Article. This is without prejudice to measures the Contracting Authority may take in case of substantial breach of an obligation.

² Communication and Visibility in EU-financed external actions – Requirements for implementing partners (Projects), available at: https://ec.europa.eu/intpa/comm-visibility-requirements_en.



Article 9: Right to use results and transfer of equipment

Right to use

- 9.1 Ownership of the results of the Action shall not vest in the Contracting Authority. Subject to Article 6, the Organisation shall grant, and shall act to ensure that any third party concerned grants the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use free of charge the results of the Action, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.
- 9.2 Where the results mentioned in Article 9.1 include pre-existing rights and the Organisation cannot warrant the Contracting Authority (and the European Commission where it is not the Contracting Authority) the right to use such results, the Organisation shall inform in writing the Contracting Authority (and the European Commission, where it is not the Contracting Authority) accordingly.

Transfer

- 9.3 The equipment, vehicles and remaining major supplies purchased with the EU Contribution shall be transferred to or remain with local authorities, local Grant Beneficiaries or Final Beneficiaries, at the latest when submitting the final report.
- 9.4 The documentary proof of those transfers shall not be presented with the final reports, but shall be kept for verification for the duration and along with the documents mentioned in Article 16.2.
- 9.5 By way of derogation from Article 9.3, the equipment, vehicles and remaining major supplies purchased with the EU Contribution in the framework of actions which continue after the end of the Implementation Period may be transferred at the end of the overall action. The Organisation shall use the equipment, vehicles and remaining major supplies for the benefit of the Final Beneficiaries. The Organisation shall inform the Contracting Authority on the end use of the equipment, vehicles and remaining major supplies in the final report.
- 9.6 In the event that there are no local authorities, local Grant Beneficiaries or Final Beneficiaries to whom the equipment, vehicles and remaining major supplies could be transferred, the Organisation may transfer them to another action funded by the EU or - exceptionally - retain ownership of the equipment, vehicles and remaining major supplies at the end of the Action or the overall action. In such cases, it shall submit a justified written request with an inventory listing of the items concerned and a proposal concerning their use in due course and - at the latest – together with the submission of the final report. In no event may the end use jeopardize the sustainability of the Action.

Article 10: Monitoring and evaluation of the Action

- 10.1 Keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement, the Organisation shall invite representatives of the European Commission and the Contracting Authority (if other than the European Commission) to participate at their own costs to the main monitoring missions and evaluation exercises related to the performance of the Action. Participation in evaluation exercises should be ensured by requesting comments from the European Commission and the Contracting Authority on the terms of reference before the exercise takes place, and on the different deliverables related to an evaluation exercise prior to their final approval (as a minimum, on the final report). The Organisation shall send all monitoring and evaluation reports relating to the Action to the European Commission and the Contracting Authority once issued, subject to confidentiality.
- 10.2 Article 10.1 is without prejudice to any monitoring mission or evaluation exercise, which the European Commission as a donor, or the Contracting Authority, at their own costs, may wish

to perform. Monitoring and evaluation missions by representatives of the European Commission or the Contracting Authority shall be planned ahead and completed in a collaborative manner between the staff of the Organisation and the European Commission's (or Contracting Authority's) representatives, keeping in mind the commitment of the Parties to the effective and efficient operation of the Agreement. The European Commission (or the Contracting Authority) and the Organisation shall agree on procedural matters in advance. The European Commission (or the Contracting Authority) shall make available to the Organisation the terms of reference of the evaluation exercise before it takes place, as well as the different deliverables (as a minimum, the draft final report) for comments prior to final issuance. The European Commission (or the Contracting Authority) shall send the final monitoring and evaluation report to the Organisation once issued.

- 10.3 In line with the spirit of partnership, the Organisation and the European Commission (and the Contracting Authority, if applicable), may also carry out joint monitoring and/or evaluation. Such arrangements will be discussed and agreed in due time, planned ahead and completed in a collaborative manner.
- 10.4 Representatives of the relevant partner country may, whenever possible, be invited to participate at their own costs in the main monitoring missions and evaluation exercises, unless such participation would be detrimental to the objectives of the Action or threaten the safety or harm the interests of Partners, Grant Beneficiaries or Final Beneficiaries.

Article 11: Amendment to the Agreement

- 11.1 Without prejudice to Articles 11.3 to 11.7, any amendment to this Agreement, including its annexes, shall be set out in writing in an addendum signed by both Parties. This Agreement can only be amended before the End Date.
- 11.2 The requesting Party shall request in writing any amendment thirty (30) days before the amendment is intended to enter into force and no later than thirty (30) days before the End Date, unless there are special circumstances, duly demonstrated by it, and accepted by the other Party. The other Party shall notify its decision regarding the amendment proposed in due time and in any case no later than thirty (30) days after the date when the amendment request was received.
- 11.3 By way of derogation from Articles 11.1 and 11.2, where an amendment to Annex I and/or Annex III does not affect the main purpose of the Action, such as its objectives, strategy and priority areas, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation (as the case may be in cumulative terms) of 25 % or less of the amount originally entered (or as amended by a written addendum) in relation to each concerned heading, the Organisation may unilaterally amend Annex I and/or Annex III and shall inform the Contracting Authority accordingly in writing, at the latest in the next report.
- 11.4 The method described in Article 11.3 shall be used neither to amend the contingency reserve, the rate for remuneration, nor the agreed methodology or fixed amounts/rates of simplified cost options.
- 11.5 The Organisation may, in agreement with the Contracting Authority, change Outputs, the Indicators and their related targets, baselines and sources of verification described in Annex I and in the logical framework if the change does not affect the main purpose of the Action, without the need for a formal addendum to the Agreement.
- 11.6 The Organisation may, in agreement with the European Commission, amend Annex VI without the need for a formal addendum to the Agreement.
- 11.7 Changes of address and of bank account shall be notified in writing to the Contracting Authority. Where applicable, changes of bank account must be specified in the request for payment, using the financial identification form attached as Annex IV.



Article 12: Suspension

Suspension of the time limit for payment

- 12.1 The Contracting Authority may suspend the time limit for payment following a single payment request by notifying the Organisation that either:
- a) the amount is not due; or
 - b) the appropriate supporting documents have not been provided and therefore the Contracting Authority needs to request clarifications, modifications or additional information to the narrative or financial reports. Such clarifications or additional information may notably be requested by the Contracting Authority if it has doubts about compliance by the Organisation with its obligations in the implementation of the Action; or
 - c) credible information has come to the notice of the Contracting Authority that puts in doubt the eligibility of the reported expenditure; or
 - d) credible information has come to the notice of the Contracting Authority that indicates a significant deficiency in the functioning of the Internal Control System of the Organisation or that the expenditure reported by the Organisation is linked to a serious irregularity and has not been corrected. In this case, the Contracting Authority may suspend the payment deadline if it is necessary to prevent significant damage to the EU's financial interests.
- 12.2 In the situations listed in Article 12.1, the Contracting Authority shall notify the Organisation as soon as possible, and in any case within thirty (30) days from the date on which the payment request was received, of the reasons for the suspension, specifying - where applicable - the additional information required. Suspension shall take effect on the date when the Contracting Authority sends the notification stating the reasons for the suspension. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further checks are carried out. If the requested information or documents are not provided within the deadline fixed in the notification or are incomplete, payment may be made on the basis of the partial information available.

Suspension of the Agreement by the Contracting Authority

- 12.3 The Contracting Authority may suspend the implementation of the Agreement, fully or partly, if:
- a) the Contracting Authority has proof that irregularities, fraud or breach of substantial obligations have been committed by the Organisation in the procedure of its selection, in its pillar assessment or in the implementation of the Action;
 - b) the Contracting Authority has proof that irregularities, fraud or breach of obligations have occurred which call into question the reliability or effectiveness of the Organisation's Internal Control System or the legality and regularity of the underlying transactions;
 - c) the Contracting Authority has proof that the Organisation has committed irregularities, fraud or breaches of obligations under other agreements funded by EU funds provided that those irregularities, fraud or breaches of obligations have a material impact on this Agreement.
- 12.4 Before suspension, the Contracting Authority shall formally notify the Organisation of its intention to suspend, inviting the Organisation to make observations within ten (10) days from the receipt of the notification. If the Organisation does not submit observations, or if - after examination of the observations submitted by the Organisation - the Contracting Authority decides to pursue the suspension, the Contracting Authority may suspend all or

part of the implementation of this Agreement serving seven (7) days' prior notice. In case of suspension of part of the implementation of the Agreement, upon request of the Organisation, the Parties shall enter into discussions in order to find the arrangements necessary to continue the part of the implementation that is not suspended. Any expenditures or costs incurred by the Organisation during the suspension and related to the part of the Agreement suspended shall not be reimbursed, nor be covered by the Contracting Authority. Following suspension of the implementation of the Agreement, the Contracting Authority may terminate the Agreement in accordance with Article 13.2, recover amounts unduly paid and/or, in agreement with the Organisation, resume implementation of the Agreement. In the latter case, the Parties will amend the Agreement where necessary.

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Suspension for exceptional circumstances

- 12.5 The Organisation may decide to suspend the implementation of all or part of the Action if exceptional and unforeseen circumstances beyond the control of the Organisation make such implementation impossible or excessively difficult, such as in cases of Force Majeure. The Organisation shall inform the Contracting Authority immediately and provide all the necessary details, including the measures taken to minimise any possible damage, and the foreseeable effect and date of resumption.
- 12.6 The Contracting Authority may also notify the Organisation of the suspension of the implementation of the Agreement if exceptional circumstances so require, in particular:
- a) when a relevant EU Decision identifying a violation of human rights has been adopted; or
 - b) in cases such as crisis entailing a change of EU policy.
- 12.7 Neither of the Parties shall be held liable for breach of its obligations under the Agreement if Force Majeure or exceptional circumstances as set forth under Articles 12.5 and 12.6 prevent it from fulfilling said obligations, and provided it takes any measures to minimise any possible damage.
- 12.8 In the situations listed in Articles 12.5 and 12.6, the Parties shall minimise the duration of the suspension and shall resume implementation once the conditions allow. During the suspension period, the Organisation shall be entitled to the reimbursement of the minimum costs, including new legal commitments, necessary for a possible resumption of the implementation of the Agreement or of the Action. The Parties shall agree on such costs, including the reimbursement of legal commitments entered into for implementing the Action before the notification of the suspension was received which the Organisation cannot reasonably suspend, reallocate or terminate on legal grounds. This is without prejudice to any amendments to the Agreement that may be necessary to adapt the Action to the new implementing conditions, including, if possible, the extension of the Implementation Period or to the termination of the Agreement in accordance with Article 13.3. In case of suspension due to Force Majeure or if the Action is a Multi-Donor Action, the Implementation Period is automatically extended by an amount of time equivalent to the duration of the suspension.

Article 13: Termination

- 13.1 Without prejudice to any other provision of these General Conditions or penalties foreseen in the EU Financial Regulation, where applicable, and with due regard to the principle of proportionality, the Contracting Authority may terminate the Agreement if the Organisation:
- a) fails to fulfil a substantial obligation incumbent on it under the terms of the Agreement;
 - b) is guilty of misrepresentation or submits false or incomplete statements to obtain the EU Contribution or provides reports that do not reflect reality to obtain or keep the EU Contribution without cause;
 - c) is bankrupt or being wound up, or is subject to any other similar proceedings;
 - d) is guilty of Grave Professional Misconduct proven by any justified means;
 - e) has committed fraud, corruption or any other illegal activity to the detriment of the EU's financial interests on the basis of proof in the possession of the Contracting Authority;
 - f) fails to comply with the reporting obligations in accordance with Article 3.15;
 - g) has committed any of the failings described in Article 12.3 on the basis of proof in the possession of the Contracting Authority.
- 13.2 Before terminating the Agreement in accordance with Article 13.1, the Contracting Authority shall formally notify the Organisation of its intention to terminate, inviting the Organisation to make observations (including proposals for remedial measures) within thirty (30) days

from the receipt of the notification. During this period, and until the termination takes effect, the Contracting Authority may suspend the time limit for any payment in accordance with Article 12.2 as a precautionary measure informing the Organisation immediately in writing. If the Organisation does not submit observations, or if, after examination of the observations submitted by the Organisation, the Contracting Authority decides to pursue the termination, the Contracting Authority may terminate the Agreement serving seven (7) days' prior notice. During that period, the Organisation may refer the matter to the responsible director in the European Commission. Where the Contracting Authority is the European Commission, the termination will take effect if and when confirmed by the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not suspend the effects of the decision of the Contracting Authority. In case of termination, the Contracting Authority may demand full repayment of any amounts paid in excess of the final amount determined in accordance with Article 20 after allowing the Organisation to submit its observations. Neither Party shall be entitled to claim indemnity by the other Party on account of the termination of this Agreement.

- 13.3 If, at any time, either Party believes that the purpose of the Agreement can no longer be effectively or appropriately performed, it shall consult the other Party. Failing agreement on a solution, either Party may terminate the Agreement by serving sixty (60) days written notice. In this case, the final amount shall cover:
- a) payment only for the part of the Action carried out up to the date of termination;
 - b) in the situations described in Articles 12.5 and 12.6, the unavoidable residual expenditures incurred during the notice period; and,
 - c) in the situations described in Articles 12.5 and 12.6, reimbursement of legal commitments the Organisation entered into for implementing the Action before the written notice on termination was received by it and which the Organisation cannot reasonably terminate on legal grounds.

The Contracting Authority shall recover the remaining part in accordance with Article 15.

- 13.4 In the event of termination, a final report and a request for payment of the balance shall be submitted in accordance with Articles 3 and 19. The Contracting Authority shall not reimburse or cover any expenditure or costs which are not included or justified in a report approved by it.

Article 14: Applicable law and settlement of disputes

- 14.1 The Parties shall endeavour to settle amicably any disputes or complaints relating to the interpretation, application or validity of the Agreement, including its existence or termination.
- 14.2 Where the Organisation is not an International Organisation, and the European Commission is the Contracting Authority, this Agreement is governed by EU law, complemented - if necessary - by the relevant provisions of Belgian law. In the absence of an amicable settlement in accordance with Article 14.1 above, the General Court, or on appeal the Court of Justice of the European Union, has sole jurisdiction. Such actions must be brought under Article 272 of the Treaty on the Functioning of the EU (TFEU). Notwithstanding the foregoing sentence, where the Organisation is not established or incorporated in the EU, any of the Parties may bring before the Brussels courts any dispute between them concerning the interpretation, application or validity of the Agreement, if such dispute cannot be settled amicably. Where one party has brought proceedings before the Brussels courts, the other party may not bring a claim arising from the interpretation, application or validity of the Agreement in any other court than the Brussels courts before which the proceedings have already been brought.
- 14.3 Where the Organisation is not an International Organisation and the European Commission is not the Contracting Authority, the Agreement shall be governed by the law of the country

of the Contracting Authority and the courts of the country of the Contracting Authority shall have exclusive jurisdiction, unless otherwise agreed by the Parties. The dispute may, by common agreement of the Parties, be submitted for conciliation to the European Commission. If no settlement is reached within one hundred and twenty (120) days of the opening of the conciliation procedure, each Party may notify the other that it considers the procedure to have failed and may submit the dispute to the courts of the country of the Contracting Authority.

- 14.4 Where the Organisation is an International Organisation:
- a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;
 - b) in the absence of an amicable settlement pursuant to Article 14.1 above, any dispute shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of entry into force of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitration proceedings must take place in the Hague and the language used in the arbitral proceedings will be English. The arbitrator's decision shall be binding on all Parties and there shall be no appeal.

Article 15: Recovery

- 15.1 Where an amount is to be recovered under the terms of the Agreement, the Organisation shall repay the amount due to the Contracting Authority.
- 15.2 Before recovery, the Contracting Authority shall formally notify the Organisation of its intention to recover any undue amount, specifying the amount and the reasons for recovery and inviting the Organisation to make any observations within 30 days from the date of receipt of the notification. If, after examination of the observations submitted by the Organisation or if the Organisation does not submit any observations, the Contracting Authority decides to pursue the recovery procedure, it may confirm recovery by formally notifying the Organisation. If there is a disagreement between the Organisation and the Contracting Authority on the amount to be repaid, the Organisation may refer the matter to the responsible director in the European Commission within thirty (30) days. Where the Contracting Authority is the European Commission, a debit note specifying the terms and the date for payment may be issued after the deadline for the referral to the director. Where the Contracting Authority is not the European Commission, the referral to the responsible director in the European Commission will not prevent the Contracting Authority from issuing the debit note.
- 15.3 If the Organisation does not make the payment by the date specified in the debit note, the Contracting Authority shall recover the amount due:
- a) by offsetting it against any amounts owed to the Organisation by the EU;
 - b) by taking legal action pursuant to Article 14;
 - c) in exceptional circumstances justified by the necessity to safeguard the financial interests of the EU, the Contracting Authority may, when it has justified grounds to believe that the amount due would be lost, recover by offsetting before the deadline specified in the debit note without the Organisation's prior consent.
- 15.4 If the Organisation fails to repay by the due date, the amount due shall be increased by late payment interest calculated at the rate indicated in Article 19.6(a). The interest shall be payable for the period elapsing from the day after the expiration of the time limit for payment up to and including the date when the Contracting Authority actually receives payment in full of the outstanding amount. Any partial payment shall first cover the interest.

- 15.5 Where the European Commission is not the Contracting Authority, it may, if necessary, proceed itself to the recovery.
- 15.6 The European Commission may waive the recovery in accordance with the principle of Sound Financial Management and proportionality or it shall cancel the amount in the event of a mistake.

Article 16: Accounts and archiving

Accounting

- 16.1 The Organisation shall keep accurate and regular records and accounts of the implementation of the Action. The accounting Regulations and Rules of the Organisation shall apply to the extent that they ensure accurate, complete, reliable and timely information. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Regulations and Rules of the Organisation.

Archiving

- 16.2 For a period of five (5) years from the End Date and in any case until any on-going audit, verification, appeal, litigation or pursuit of claim or investigation by the European Anti-Fraud Office (OLAF), if notified to the Organisation, has been disposed of, the Organisation shall keep and make available according to Article 17 all relevant financial information (originals or copies) related to the Agreement and to any Procurement Contracts and Grant agreements financed by the EU Contribution.

Article 17: Access and financial checks

- 17.1 The Organisation shall allow the European Commission, or any authorised representatives, to conduct desk reviews and on-the-spot checks on the use made of the EU Contribution on the basis of supporting accounting documents and any other document related to the financing of the Action.
- 17.2 The Organisation agrees that OLAF may carry out investigations, including on-the-spot checks and inspections, in accordance with the provisions laid down by EU law for the protection of the financial interests of the EU against fraud, corruption and any other illegal activity.
- 17.3 The Organisation agrees that the execution of this Agreement may be subject to scrutiny by the Court of Auditors when the Court of Auditors audits the European Commission's implementation of EU expenditure. In such case the Organisation shall provide to the Court of Auditors access to the information that is required for the Court to perform its duties.
- 17.4 To that end, the Organisation undertakes to provide officials of the European Commission, OLAF and the European Court of Auditors and their authorised agents, upon request, information and access to any documents and computerised data concerning the technical and financial management of operations financed under the Agreement, as well as grant them access to sites and premises at which such operations are carried out. The Organisation shall take all necessary measures to facilitate these checks in accordance with its Regulations and Rules. The documents and computerised data may include information that the Organisation considers confidential in accordance with its own established Regulations and Rules or as governed by contractual agreement. Such information once provided to the European Commission, OLAF, the European Court of Auditors, or any other authorised representatives, shall be treated in accordance with EU confidentiality rules and legislation and Article 6. Documents must be accessible and filed in a manner permitting checks, the Organisation being bound to inform the European Commission, OLAF or the European

Court of Auditors of the exact location at which they are kept. Where appropriate, the Parties may agree to send copies of such documents for a desk review.

- 17.5 Where applicable, the desk reviews, investigations, on-the-spot checks and inspections referred to in Article 17.1 to 17.4 shall refer to a verification that shall be performed in accordance with the verification clauses agreed between the Organisation and the European Commission. This is without prejudice to any cooperation arrangement between OLAF and the Organisation's anti-fraud bodies.
- 17.6 The European Commission shall inform the Organisation of the planned on-the-spot missions by agents appointed by the European Commission in due time in order to ensure adequate procedural matters are agreed upon in advance.
- 17.7 Failure to comply with the obligations set forth in Article 17 constitutes a case of breach of a substantial obligation under this Agreement.

Article 18: Eligibility of costs

- 18.1 Direct costs are eligible for EU financing if they meet all the following criteria:
- a) they are necessary for carrying out the Action, directly attributable to it, arising as a direct consequence of its implementation and charged in proportion to the actual use;
 - b) they are incurred in accordance with the provisions of this Agreement;
 - c) they are actually incurred by the Organisation, i.e. they represent real expenditure definitely and genuinely borne by the Organisation, without prejudice to Article 18.5;
 - d) they are reasonable, justified, comply with the principle of Sound Financial Management and are in line with the usual practices of the Organisation regardless of their source of funding;
 - e) they are incurred during the Implementation Period with the exception of costs related to final report, final evaluation, audit and other costs linked to the closure of the Action which may be incurred after the Implementation Period;
 - f) they are identifiable and backed by supporting documents, in particular determined and recorded in accordance with the accounting practices of the Organisation;
 - g) they are covered by one of the sub-headings indicated in the estimated budget in Annex III and by the activities described in Annex I; and
 - h) they comply with the applicable tax and social legislation taking into account the Organisation's privileges and immunities.
- 18.2 The following costs may not be considered eligible direct costs, but may be charged as part of the remuneration: all eligible costs that, while necessary and arising as a consequence of implementation, are supporting the implementation of the Action and not considered part of the activities that the European Union finances as described in Annex I, including corporate management costs or other costs linked to the normal functioning of the Organisation, such as horizontal and support staff, office or equipment costs (except when duly justified and described in Annex I, such as a project office).
- 18.3 The remuneration shall be declared on the basis of a flat-rate which shall not exceed 7% of the total eligible direct costs to be reimbursed by the Contracting Authority. The remuneration does not need to be supported by accounting documents. For Multi-Donor and comparable actions, the remuneration shall not be higher than that charged by the Organisation to comparable contributions.
- 18.4 The following costs are ineligible for EU financing:

- a) bonuses, provisions, reserves or non-remuneration related costs. Employers' contributions to pension or other insurance funds run by the Organisation may only be eligible to the extent they do not exceed the actual payments made by these schemes and that the amount provisioned does not exceed the contribution that could have been made to an external fund;
- b) full-purchase cost of equipment and assets unless the asset or equipment is specifically purchased for the Action and ownership is transferred in accordance with Article 9;
- c) duties, taxes and charges, including VAT, that are recoverable/deductible by the Organisation;
- d) return of capital;
- e) debts and debt service charges;
- f) provision for losses, debts or potential future liabilities;
- g) banking charges for the transfers from and to the Contracting Authority;
- h) costs incurred during the suspension of the implementation of the Agreement except the minimum costs agreed on in accordance with Article 12.8;
- i) costs declared by the Organisation under another agreement financed by the European Union budget (including through the European Development Fund);
- j) contributions in kind. The cost of staff assigned to the Action and actually incurred by the Organisation is not a contribution in kind and may be declared as a direct eligible cost if it complies with the conditions set out in Article 18.1; and
- k) costs of purchase of land or buildings, unless otherwise provided in the Special Conditions.

Simplified cost options

- 18.5 Direct eligible costs may also be declared by using any or a combination of unit costs, lump sums and flat-rate financing.
- 18.6 The methods used by the Organisation to determine unit costs, lump sums or flat-rates shall comply with the principles provided in Articles 18.1, 18.2 and 18.4, be clearly described and substantiated in Annex III, shall avoid double funding of costs and shall respect the principle of Sound Financial Management. These methods shall be based on the Organisation's historical or actual accounting data, its usual accounting practices, an expert judgment or on statistical or other objective information where available and appropriate.
- 18.7 Costs declared under simplified cost options do not need to be backed by accounting or supporting documents except if they are necessary to demonstrate that the costs have been declared according to the declared method or cost accounting practices and that the qualitative and quantitative conditions defined in Annex I and III have been respected.
- 18.8 Simplified cost options not linked to the achievement of concrete Results shall only be eligible if they have been ex ante-assessed by the European Commission.
- 18.9 If a verification reveals that the methods used by the Organisation to determine unit costs, lump sums or flat-rates are not compliant with the conditions established in this Agreement, the Contracting Authority shall be entitled to recover proportionately up to the amount of the unit costs, lump sums or flat-rate financing.

Article 19: Payments

- 19.1 Payment procedures shall be as follows:



- a) the Contracting Authority shall provide a first pre-financing instalment as set out in Article 4.1 of the Special Conditions within thirty (30) days of receiving the Agreement signed by both Parties;
 - b) the Organisation may submit a request for further pre-financing instalment for the following reporting period in accordance with Article 4 of the Special Conditions; the following provisions apply:
 - i) the reporting period is intended as a twelve-month period, unless otherwise provided for in the Special Conditions. When the remaining period to the end of the Action is up to eighteen (18) months, the reporting period shall cover it entirely;
 - ii) if at the end of the reporting period less than 70% of the last payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party, the further pre-financing payment shall be reduced by the amount corresponding to the difference between the 70 % of the immediately pre-financing payment (and 100% of previous payments, if any) and the part of the previous pre-financing payments which has been paid by the Organisation to its staff or has been subject to a legal commitment with a third party;
 - iii) the Organisation may submit a request for further pre-financing payment before the end of the reporting period, once more than 70 % of the immediately preceding payment (and 100% of previous payments, if any) has been paid by the Organisation to its staff or otherwise subject to a legal commitment with a third party. In this case, the following reporting period starts anew from the end date of the period covered by this payment request;
 - c) at the end of the Implementation Period, the Organisation shall submit a payment request for the balance, where applicable, together with the final report. The amount of the balance shall be determined according to Article 20 and following approval of the request for payment of the balance and of the final report; and
 - d) the Contracting Authority shall pay the further pre-financing instalments and the balance within ninety (90) days of receiving a payment request accompanied by a progress or final report, unless the time limit for payment was suspended according to Article 12 or 13.
- 19.2 Payment requests shall be accompanied by narrative and financial reports presented in accordance with Article 3. The requests for pre-financing payments and the request for the balance shall be drafted in the Currency of the Agreement as specified in the Special Conditions. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. The final amount shall be established in line with Article 20. If the balance is negative, the payment of the balance takes the form of recovery.
- 19.3 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.
- 19.4 The Contracting Authority shall make payments in the Currency of the Agreement as specified in the Special Conditions to the bank account referred to in the financial identification form in Annex IV.
- 19.5 Payment arrangements for performance-based financing in accordance with Article 21 shall be set out in Article 4 of the Special Conditions and Annex I.

Late payment interest

- 19.6 In case of late payment of the amounts stated in Article 4 of the Special Conditions the following conditions apply:

- a) upon expiry of the time limits for payments specified in Article 19.1, if the Organisation is not a Member State Organisation, it shall receive interest on late payment based on the rate applied by the European Central Bank for its main refinancing operations in Euros (Reference Rate), increased by three and a half percentage points. The Reference Rate shall be the rate in force on the first day of the month in which the time limit for payment expires, as published in the C series of the Official Journal of the EU;
- b) the suspension of the time limit for payment by the Contracting Authority in accordance with Article 12 or 13 shall not be considered as late payment;
- c) interest on late payment shall cover the period running from the day following the due date for payment, up to and including the date of actual payment as established in Article 19.1. Any partial payment shall first cover the interest;
- d) by way of exception to point (c), when the interest calculated in accordance with this provision is lower than or equal to EUR 200, the Contracting Authority shall pay such interest to the Organisation only upon request from the Organisation submitted within two months of it receiving late payment;
- e) by way of exception to point (c), when the Contracting Authority is not the European Commission, and the European Commission does not make the payments, the Organisation shall be entitled to late payment interest upon its request submitted within two months of it receiving late payment.

Article 20: Final amount of the EU Contribution

- 20.1 The Contracting Authority shall determine the final amount of the EU Contribution when approving the Organisation's final report. The Contracting Authority shall then determine the balance:
- a) to be paid to the Organisation in accordance with Article 19 where the final amount of the EU Contribution is higher than the total amount already paid to the Organisation; or
 - b) to be recovered from the Organisation in accordance with Article 15 where the final amount of the EU Contribution is lower than the total amount already paid to the Organisation.
- 20.2 The final amount shall be the lower of the following amounts:
- a) the maximum EU Contribution referred to in Article 3.1 of the Special Conditions in terms of absolute value;
 - b) the amount obtained after reduction of the EU Contribution in accordance with Article 20.3.
- 20.3 Where the Action (i) is not implemented, (ii) is not implemented in line with the Agreement or (iii) is implemented partially or late, the Contracting Authority may, after allowing the Organisation to submit its observations, reduce the EU Contribution in proportion to the seriousness of the above mentioned situations. If there is a disagreement between the Organisation and the Contracting Authority on the reduction, the Organisation may refer the matter to the responsible director in the European Commission.

Article 21: Performance-based financing

- 21.1 The payment of the EU Contribution may be partly or entirely linked to the achievement of Results measured by reference to previously set milestones or through performance Indicators. Such performance-based financing is not subject to Article 18. The relevant Results and the means to measure their achievement shall be clearly described in Annex I.
- 21.2 The amount to be paid per achieved Result shall be set out in Annex III. The method to determine the amount to be paid per achieved Result shall be clearly described in Annex I and take into account the principle of Sound Financial Management.

- 21.3 The Organisation shall not be obliged to report on costs linked to the achievement of Results. However, the Organisation shall submit any necessary supporting documents, including where relevant accounting documents, to prove that the Results triggering the payment as defined in Annex I and III have been achieved.
- 21.4 Articles 3.7 f), 3.8 b) and 3.8 f) do not apply to the part of the Action supported by way of performance-based financing.

Article 22: Ex-post publication of information on Contractors and Grant Beneficiaries

- 22.1 The Organisation shall publish, on an annual basis, on its internet site, the following information on Procurement Contracts exceeding EUR 15.000 and all Grants financed by the EU Contribution: title of the contract/agreement/project, nature and purpose of the contract/agreement/project, name and locality of the Contractor or Grant Beneficiary and amount of the contract/agreement/project. The term "locality" shall mean the address for legal persons and the Region on NUTS³ 2 level, or equivalent, for natural persons. This information shall not be published in relation to education support paid to natural persons and other direct support paid to natural persons in most need. This information shall be published with due observance to the requirements of confidentiality security and in particular the protection of personal data. The publication shall be waived, if such disclosure risks threatening rights and freedoms as protected by the Charter of Fundamental Rights of the European Union or harm the commercial interests of the Contractors or Grant Beneficiaries.
- 22.2 The Organisation shall provide to the European Commission the address of the internet site where this information can be found and shall authorise the publication of such address on the European Commission's internet site.
- 22.3 Where the Action is a Multi-Donor Action and the EU Contribution is not earmarked, the publication of information on Contractors and Grant Beneficiaries shall follow the rules of the Organisation.

Article 23: Contracting and Early Detection and Exclusion System

Contracting

- 23.1 Unless otherwise provided for in the Special Conditions, the origin of the goods and the nationality of the organisations, companies and experts selected for carrying out activities in the Action shall be determined in accordance with the Organisation's relevant rules. However, and in any event, goods, organisations, companies and experts eligible under the applicable regulatory provisions of the European Union shall be eligible. Without prejudice to the foregoing or to the Organisation's assessed Regulations and Rules, the Organisation shall promote the use of local contractors when implementing the Action.
- 23.2 The Organisation shall adopt reasonable measures, in accordance with its own Regulations and Rules, to ensure that potential candidates or tenderers and applicants shall be excluded from the participation in a procurement or grant award procedure and from the award of a Procurement Contract or Grant financed by the EU Contribution, if the Organisation becomes aware that these entities:
- a) or persons having powers of representation, decision making or control over them, have been the subject of a final judgement or of a Final Administrative Decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings;


³ Nomenclature of Territorial Units for Statistics, available at: <http://ec.europa.eu/eurostat/ramon>.

- b) or persons having powers of representation, decision making or control over them have been the subject of a final judgement or of a Final Administrative Decision for an irregularity affecting the EU's financial interest;
- c) are guilty of misrepresentation in supplying the information required as a condition of participation in the procedure or if they fail to supply this information;
- d) have been the subject of a final judgment or of a Final Administrative Decision establishing that the entities have created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- e) have been created with the intention described in point d) above as established by a final judgment or a Final Administrative Decision.

Early Detection and Exclusion System

- 23.3 The Organisation shall inform the European Commission if, in relation to the implementation of the Action, it has detected a situation of exclusion pursuant to Article 23.2 or its own positively assessed Regulations and Rules, as applicable, or if it has detected a fraud and/or an irregularity pursuant to Article 2.3. This information may be used by the European Commission for the purpose of the Early Detection and Exclusion System. The Organisation shall inform the European Commission when it becomes aware that transmitted information needs to be rectified updated or removed. The Organisation shall ensure that the entity concerned is informed that its data was transmitted to the European Commission and may be included in the Early Detection and Exclusion System and be published on the website of the European Commission. These requirements cease at the end of the Implementation Period.
- 23.4 Without prejudice to the power of the European Commission to exclude a person or an entity from future procurement contracts and grants financed by the EU and/or to impose financial penalties according to the EU Financial Regulation, the Organisation may impose sanctions on third parties according to its own Regulations and Rules ensuring, where applicable, the right of defence of the third party.
- 23.5 The Organisation may take into account, as appropriate and on its own responsibility, the information contained in the Early Detection and Exclusion System, when implementing the EU Contribution. Access to the information can be provided through the authorised persons or via consultation with the European Commission as referred in Article 5.6 of the Special Conditions⁴.

⁴ The Organisation shall be allowed to have direct access to the Early Detection and Exclusion System through an authorised person when the Organisation certifies to the Contracting Authority service responsible that it applies adequate data protection measures as provided in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 or its successor, as applicable.



ANNEX II.a – Provisions applicable only to Multi-Partner Contribution Agreements

Article 1: Parties to Multi-Partner Contribution Agreements

Where the Organisation implements the Action in association with Partners, the Partners become Parties to the Agreement together with the Organisation. The provisions contained in Annex II apply to Partners *mutatis mutandis*, subject to the provisions of this Annex.

Article 2: Additional obligations of the Organisation

In addition to the obligations set out in Annex II the Organisation shall:

- a) perform the activities as described and assigned to it in Annex I;
- b) ensure coordination with all Partners in the implementation of the Action;
- c) be the intermediary for all communications between the Partners and the Contracting Authority;
- d) be responsible for supplying without delay all documents and information to the Contracting Authority which may be required under this Agreement, in particular in relation to the narrative reports, the requests for payment and the relevant management declarations and audit opinions - where applicable - from all Partners. Where information from the Partners is required, the Organisation shall be responsible for obtaining and consolidating this information before passing it on to the Contracting Authority. Any information given, as well as any request made by the Organisation to the Contracting Authority, shall be deemed to have been given in agreement with all Partners;
- e) inform the Contracting Authority of any event likely to affect or delay the implementation of the Action;
- f) inform the Contracting Authority as soon as the information is available, of any change in the legal, financial, technical, organisational or ownership situation of any of the Partners, as well as of any change in the name, address or legal representative of any of the Partners;
- g) be responsible in the event of monitoring and evaluations, as described in Article 10 of Annex II, for collecting and providing all the necessary documents;
- h) establish the payment requests in accordance with the Agreement;
- i) be the sole recipient, on behalf of all the Partners, of the payments of the Contracting Authority. The Organisation shall ensure that the appropriate payments are then made to the Partners without unjustified delay;
- j) where relevant, repay funds to the Contracting Authority in line with Article 15 of Annex II without prejudice to Article 6;
- k) not delegate any, or part of, the tasks listed above to the Partners or other entities.

Article 3: Obligations of the Partners

The Partners shall:

- a) perform the activities as assigned to each Partner in Annex I, taking all necessary and reasonable measures to ensure that the Action is performed in accordance with the description of the Action in Annex I and the terms and conditions of this Agreement;
- b) ensure that the Organisation has or obtains the data needed to draw up the reports, financial statements and other information or documents required by this Agreement and the annexes thereto, including any information needed in the event of monitoring or evaluations, as described in Article 10 of Annex II, as well as the relevant management declarations and audit or control opinion referred to in Articles 3.10 to 3.12 of Annex II (this does not apply to those documents and Partners that fall within an arrangement with the European Commission to provide either of them annually);

- c) ensure that all information to be provided and requests made to the Contracting Authority are sent via the Organisation;
- d) agree with the Organisation upon appropriate internal arrangements for the internal coordination and representation of the Partners vis-a-vis the Contracting Authority for any matter concerning this Agreement, consistent with the provisions of this Agreement and in compliance with the applicable legislation(s);
- e) be responsible - in the event of audits, checks and investigations, as described in Article 17 of Annex II - for full cooperation in the protection of the Union's financial interests and, in particular, for providing all the necessary access, information and documents in accordance with Article 17.4 of Annex II, without prejudice to Article 5.

Article 4: Termination and suspension

4.1 Article 13 of Annex II is amended as follows:

- a) in the first paragraph of Article 13.1 of Annex II, "may terminate" shall be replaced by "may terminate or partially terminate" and "the Organisation" shall be replaced by "the Organisation or a Partner". In addition to Article 13.1 and in respect thereof, the Contracting Authority shall discuss prior to termination the possible reallocation of the tasks and responsibilities of the Partner whose participation is terminated, in case of partial termination, among the remaining Partners and/or the Organisation, or on its possible replacement by a third party. If the Contracting Authority agrees, the Agreement shall be amended accordingly in accordance with Article 11. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 13.3.
- b) In duly justified cases, the Organisation may propose to terminate the participation of a Partner to this Agreement. For this purpose, the Organisation shall communicate to the Contracting Authority the reasons for the proposed termination of its participation and the date on which it should take effect, as well as a proposal on the reallocation of the tasks and responsibilities of the Partner whose participation is terminated, or on its possible replacement. The proposal shall be sent in due course before the termination is due to take effect. If the Contracting Authority agrees, the Agreement shall be amended accordingly in accordance with Article 11. If the Contracting Authority does not agree, either Party may terminate the Agreement in accordance with Article 13.3.

4.2 In the case of termination of the participation of a Partner pursuant to Article 4.1 a) or b), the final payment regarding the activities allocated to the Partner concerned shall be included in the next payment request following the amendment of the Agreement.

Article 5: Financial framework partnership agreements and special arrangements

Where the Organisation and one or more Partners have each concluded a financial framework partnership agreement with the European Commission, the financial framework partnership agreement of the Organisation and each Partner shall apply for the purpose of this Agreement, except in relation to obligations on reporting and payments, to which only the Organisation's financial framework partnership agreement shall apply.

Article 6: Financial responsibility

The Organisation and each pillar-assessed Partner shall be financially responsible solely for the part of the Action to be implemented by it (including by its Contractors and Grant Beneficiaries), as set out in Annex I, or for the activities assigned to it during the implementation of the Action in case these are not defined in Annex I. The Contracting Authority shall recover any unduly paid or incorrectly used funds directly from the Organisation, unless the Organisation can demonstrate that amounts to be recovered under this Agreement only relate to activities that have or should have been implemented by a pillar-assessed Partner pursuant to Annex I. In such case, the Contracting Authority will recover directly from the concerned defaulting pillar-assessed Partner.

Article 7: Dispute settlement

Where either the Organisation or at least one of the Partners is an International Organisation, Article 14.4.b of Annex II shall apply to the entire Agreement. In case a dispute does only concern one or some Partners or only the Organisation, the dispute settlement mechanism foreseen in Article 14.4.b will apply between the Contracting Authority and the relevant Partner or the Organisation only.



Activities	Agency	description	Budget		Comments
			Year 1	Total	
Outcome 1: NACPA progressively implemented and monitored, including through law reform					
1.1. NACPA Secretariat supported to implement NACPA, including M&E and reporting requirements (NACPA POW#8)					
1.1.1 Technical assistance (TA) provided to PMNEC and NACPA members to implement NACPA + undertake ongoing coordination and oversight of implementation efforts	UNDP	4 x workshops (EU1000 each) + publication costs (up to EU5000) + support to NACPA national launches incl comms (EU5,000)	USD 10,000	USD 14,000	
1.1.2 TA and capacity development support provided to PMNEC and NACPA members to design M&E framework and put in place necessary reporting processes, infrastructure and well-capacitated reporting personnel	UNDP	Consultant (up to 30 days over 1 year) + 20 days DSA + up to 4 workshops (EU2000 each) supported by UNDP TA to agree docs/plans + publications)	USD 25,000	USD 30,000	
1.1.3 TA provided to PMNEC Governance Branch to strengthen NEC oversight of "bureaucratic accountability" (POW#8)	UNDP	UNDP TA + consultant to review NEC internal oversight processes/forms/templates incl new NEC monitors key risk areas identified in NACAPA (15 days) + development of simple forms/online tools to improve NEC oversight (up to \$5,000)	USD 10,000	USD 15,000	
1.1.4 TA to design and support efforts to produce and publish regular NACPA progress reports	UNDP	UNDP TA + 6 x half-year progress workshops each + publication costs + website TA (US15,000)	USD 8,000	USD 21,000	
1.1. Programme costs sub-total			USD 53,000	USD 80,000	
1.2. Key anti-corruption law reforms progressed (NACPA POW#1)					
1.2.1 Freedom of information (FOI) legislation drafted, consulted on and finalized	UNDP	Consultant (10 days) + 3 x workshops (US1000 each)	USD 9,000	USD 9,000	
1.2.2 Review of PNG laws commissioned, building on UNCAC Review Mechanism reports, to identify additional AC law reform requirements	UNDP	Consultant (20 days)	USD 15,000	USD 15,000	
1.2.3 Relevant AC reform legislation drafted, consulted on and finalized	UNDP	Consultants (25 days) + 2 x travel + 20 days DSA + 3 x workshops (US1000 each)	USD 0	USD 39,000	
1.2.4 Parliament supported to review, debate, amend and enact FOI legislation, AC law reforms and other AC-related topics	UNDP	Up to 6 workshops (materials, refreshments) - \$3,000 per workshop	USD 6,000	USD 18,000	
1.2. Programme costs sub-total			USD 30,000	USD 81,000	
1.3. Guidelines and processes for new legal frameworks designed and implemented					
1.3.1 TA provided to key partners (incl PMNEC, DJAG, PSC) to develop regulations / guidelines / procedures to implement Whistleblower Protection Act + design /implement training for public servants and private sector	UNDP	Consultant (guidelines, design training) x 60 days + workshops to endorse materials + 4 x training of trainers/refreshers (US3,000 each) + publications	USD 32,000	USD 52,000	
1.3.2 TA provided to key partners (incl PNG Ombudsman Commission, PSC) to develop regulations, guidelines and procedures to implement conflict of interest and asset disclosure regimes + to design and implement related training for public servants	UNDP	Consultant (guidelines, design training) x 60 days + workshops to endorse materials + 4 x trainings for key stakeholders (US3000 each) + website/database development TA (US20,000) + publications	USD 16,000	USD 46,000	

1.3.3	TA provided to key partners to develop regulations, guidelines and procedures to implement new Freedom of Information Act (once enacted) + to design and implement related training for public servants	UNDP	Consultant (guidelines, design training) x 40 days + workshops to endorse materials + 8 x training of trainers/refreshers (US\$3,000 each) + website/database development TA (US\$30,000 each) + publications	USD 0	USD 72,000
1.3.4	Community awareness programmes designed and implemented to raise awareness amongst the community of new whistleblower protections and FOI rights and procedures	UNDP	Local consultant to design and deliver comms support (50 days) + purchase of media spots + publications + support for community meetings	USD 10,000	USD 20,000
1.3. Programme costs sub-total			Outcome 1.3	USD 58,000	USD 190,000
1.4. Corruption risk assessments completed and strategies designed in response (NACPA POW#3)					
1.4.1	Support provided to PMNEC, Department of Finance, Department of Treasury, and other stakeholders to design ongoing risk assessment plan for key national and/or sub-national government bodies, in cooperation with ICAC, Ombudsman Commission and Public Service Commission, as approp	UNDP	UNDP TA + up to 4 workshops (\$2,500 each)	USD 10,000	USD 10,000
		UNODC	UNODC Advisor inputs	USD 0	USD 0
1.4.2	TA provided to scope and design appropriate risk assessment framework and methodology	UNDP	Consultant (15 days) + DSA 5xdays + travel	USD 20,000	USD 20,000
		UNODC	UNODC Advisor inputs	USD 0	USD 0
1.4.3	TA and capacity-building support provided to enable PNG stakeholders (still to be determined whether officials from Government or independent bodies) to undertake national risk assessments and produce mitigation strategies	UNDP	UNDP TA + 1 consultant (30 days per risk assessment plan x 4 ministries=120 days total) incl. travel + 2 workshops per Ministry (design/data collection/validation) at US\$1000 each	USD 0	USD 100,000
1.4.4	TA and other support provided to enable PNG stakeholders to undertake risk assessments and produce risk management strategies for up to 4 provinces (as a pilot for assessing more provinces over time)	UNDP	UNDP TA + travel inside PNG as required (USD15,000) + up to 8 workshops (up to 2 per province) to collect info & validate assessments and plans, incl. travel (USD5,000 each)	USD 0	USD 89,000
Programme costs sub-total			Total Outcome 1.4	USD 30,000	USD 219,000
1.5.1	Comprehensive capacity assessments and capacity development plans completed for NFACD, PFACU and OPP (cross-reference Activities 3.1.1 and 3.3.2 below)	UNDP	UNDP TA + travel inside PNG as required (\$10,000) + up to 4 workshops to collect info & validate capacity assessment (\$8,000 each incl. internal travel) + up to 3 x workshops to design & validate NACFD + Provincial Fraud Unit capacity development plans (10,000 per workshop incl internal travel for participants) + consultation workshops with OPP staff (\$1500) + validation workshop with OPP staff (\$1500)	USD 60,000	USD 75,000
1.5.2	On-demand TA and other support provided to key integrity institutions and units (eg. Ombudsman, Auditor, NFACD, PFACU, customs AC units, tax AC units, FIU) to strengthen their operations	UNDP	UNDP TA + specialist technical consultants + commissioning research + travel for South-South exchanges + training workshop costs	USD 20,000	USD 80,000
1.5.3	Key integrity institutions supported to strengthen coordination of NACPA implementation (including in relation to coordination regarding AC investigations and prosecutions)	UNDP	UNDP TA + workshops costs + travel costs + specialist consultants	USD 10,000	USD 30,000
Programme costs sub-total			Total Outcome 1.5	USD 90,000	USD 185,000
Outcome 1 TOTAL			Total Outcome 1	USD 261,000	USD 755,000

Outcome 2: ICAC established and functioning in accordance with UNCAC recommendations, standards and good practices					
2.1. Internal organisational, management and staffing rules enhanced					
2.1.1	Assistance in drafting the organisational structure and staffing table	UNODC	P4 staff time + equipment + meeting package	USD 22,000	USD 22,000
2.1.2	Assistance in drafting the job descriptions and preparing the recruitment	UNODC	P4 staff time + meeting package	USD 2,000	USD 2,000
2.1.3	Support in drafting the internal rules, management procedures and ethics code	UNODC	P4 staff time + meeting package	USD 2,000	USD 2,000
2.1.4	Development and delivery of training package to staff, To T training for new staff	UNODC	P4 staff time + 5 training for staff	USD 3,070	USD 12,070
Programme costs sub-total			Outcome 2.1	USD 29,070	USD 38,070
2.2. ICAC preventive capacity strengthened					
2.2.1	Analysis and establishment of complaints mechanism under ICAC including training and advocacy	UNODC	P4 staff time + consultant 45 days + conf package	USD 18,000	USD 36,500

2.2.2. Assistance to enhance preventive measures including corruption risks assessment and management methodology	UNODC	P4 staff time + UNODC staff travel + meeting package	USD 2,000	USD 2,000
2.2.3 Support to conducting public surveys, researches and analysis of corruption	UNODC	P4 staff time + UNODC staff travel + meeting package	USD 0	USD 2,000
2.2.4 Support to building up the public image and visibility of the ICAC	UNODC	P4 staff time + consultant 45 days + meeting package	USD 18,000	USD 35,600
Programme costs sub-total		Outcome 2.2	USD 38,000	USD 76,100
2.3. ICAC investigative and prosecutorial capacities strengthened				
2.3.1 Develop the capacity training plans for basic and advanced investigative and prosecutorial trainings	UNODC	P4 staff time + consultant 10 days + basic material package	USD 10,380	USD 10,380
2.3.2 Conduct basic and advanced training for ICAC and relevant bodies	UNODC	Conduct 15 two days training package, P4 staff time + consultant 120 days	USD 60,000	USD 167,251
2.3.3 Provide mentoring, exchange of good practices and study visits	UNODC	Conduct 4 one day round tables + study visit for 6 ICAC investigators and prosecutors, P4 staff time	USD 0	USD 34,764
2.3.4 Conduct trainings to foster the international cooperation and recovery of assets	UNODC	Conduct 4 two days training workshops + conf package + consultant 20 days + P4 staff time	USD 0	USD 52,549
2.3.5 Conduct virtual seminars/study visits to promote regional cooperation in corruption and money-laundering cases	UNODC	3 study visits (1 per year, 3 ICAC members per study visit), P4 staff time	USD 0	USD 25,000
Programme costs sub-total		Outcome 2.3	USD 70,380	USD 289,944
Programme costs sub-total		Total Outcome 2	USD 137,450	USD 404,114

Outcome 3: Capacities of key institutional anti-corruption partners to fight against corruption enhanced, namely the RPNGC National Fraud and Anti-Corruption Directorate (NFACD), Provincial Fraud and Anti-Corruption Units (PFACU), the Office of the Public Prosecutor (OPP) and any other relevant body				
3.1 NFACD and PFACU investigative capacities strengthened				
3.1.1 Conducting investigative capacity assessments of NFACD and PFACU	UNODC	- Consultant 30 days + 2000/1 international travel + 6 days DSA 288/day + P4 staff time	USD 20,228	USD 20,228
3.1.2 Provision of technical assistance to develop Investigative capacity development plans, training curricula and training materials, including a training of trainers' curricula	UNODC	- Consultant 30 days + 2000/1 international travel + 6 days DSA 288/day + P4 staff time	USD 20,228	USD 20,228
3.1.3 Delivering of trainings to strengthen the capacity of the NFACD and PFACU to carry out their investigative functions	UNODC	- P4 staff time + consultant 120 days + international travel @2000/training + DSA 288/day - 25 trainees x 5 days x 12 investigations and prosecution trainings @ 20/event stationery + 30/day refreshments (including 5 organizers) + 800/national travel for 70 trainees from provinces in total - 25 trainees x 5 days x 3 train of trainers @ 20/event stationery + 15/day refreshments (including 5 organizers) + 800/ticket national travels for 20 trainees from provinces in total	USD 110,000	USD 310,552
3.1.4 Mentoring NFACD and PFACU investigators in relation to money-laundering investigations related to illicit financial flows linked to corruption	UNODC	- travelling, accommodation and meals for 5 NFACD/PFACU officers to other provinces to provide mentoring on investigations + P4 staff time + consultant 15 days	USD 3,000	USD 16,250
3.1.5 Conducting study visits to promote regional cooperation in corruption and money-laundering cases	UNODC	- 3 study visits (1 per year, 3 NFACD/PFACU) + P4 staff time	USD 0	USD 28,000
Programme costs sub-total		Total Outcome 3.1	USD 153,456	USD 395,258
3.2. OPP prosecutorial capacities strengthened				
3.2.1 Conducting Prosecutorial capacity assessment of OPP	UNODC	- P4 staff time + Consultant 30 days	USD 16,500	USD 16,500
3.2.2 Provision of technical assistance to develop Prosecutorial capacity development plans, training curricula and training materials, including a training of trainers' curricula	UNODC	- P4 staff time + Consultant 20 days	USD 11,000	USD 11,000
3.2.3 Delivering of trainings to strengthen the capacity of the OPP to carry out their prosecutorial functions in corruption cases	UNODC	- P4 staff time + Consultant (Prosecution) 120 days in 15 trainings as listed in 3.1.3.	USD 22,000	USD 66,000
3.2.4 Conducting study visits to promote regional cooperation in corruption and money-laundering cases	UNODC	- P4 staff time + 3 study visits (1 per year, 3 prosecutors)	USD 0	USD 28,000

3.2.5 Assistance in establishing policies and procedures for partnerships between OPP and ICAC	UNODC	- P4 staff time + consultant 15 days + 2000/1 international travel + 6 days DSA 288/day	USD 0	USD 11,978
Programme costs sub-total	UNODC	Total Outcome 3.2	USD 49,500	USD 133,478
Programme costs sub-total	UNODC	Total Outcome 3.1+3.2	USD 202,956	USD 528,736
Outcome 4: Network of community stakeholders in support of anti-corruption efforts mobilized				
Output 4.1: Non-state actors supported to undertake AC education, awareness and reporting				
4.1.1 ICAC Public education and outreach strategy developed	UNDP	UNDP TA + Consultant (10 days) + 2 workshops with ICAC staff and external stakeholders to collect info & validate (Eu3,000 each, incl travel costs and communications costs)	USD 12,000	USD 12,000
4.1.2 ICAC supported to organise public awareness/education campaigns in cooperation with non-State actors	UNDP	UNDP TA + up to 3 x workshops to design & progress public awareness campaigns (2,000 per workshop) + funds to implement campaigns	USD 15,000	USD 40,000
4.1.3 AC activities designed and supported in collaboration with key civil society partners, incl TIPNG but also proactively reaching into provinces to identify a new cohort of potential AC civil society partners (incl faith based organisations as appropriate)	UNDP	UNDP TA + 2 x workshops w provincial people per year (Eu7,500) + civil society mini-project partnerships (up to Eu15,000 per project x 3)	USD 15,000	USD 63,000
4.1.4. TA, training and resources provided to support private sector efforts to address corruption, incl through Chamber of Commerce and Business Against Corruption Alliance as appropriate	UNDP	UNDP TA + commission 2 x research projects re extractives/private sector (Eu15,000 each) + 6 x business & AC workshops/seminars (Eu2500 each, incl provincial travel costs)	USD 20,000	USD 40,000
4.1.5. TA, training and resources provided to support Youth Against Corruption activities, in partnership with TIPNG, National Youth Council, Dept of Youth and other stakeholders	UNDP	UNDP TA + consultant to scope existing work (Eu10,000) + 3 x workshops with youth (Eu5000, incl provincial travel costs) + publications for youth + National Youth Annual Essay/Video competition (Eu4000 per year) + comms campaign to reach young people (posters, social media, radio etc)	USD 20,000	USD 60,000
4.1.6.TA, training and resources provided in collaboration with PNG Media Council and other media groups to promote and support anti-corruption investigative reporting, in newspapers, radio and on TV	UNDP	UNDP TA + UNDP Comms Officer + 4 workshops with media (Eu2000 each, incl provincial travel costs and comms) + annual media AC reporting awards (Eu4000 per year)	USD 6,000	USD 20,000
Programme costs sub-total		Total Outcome 4.1	USD 88,000	USD 235,000
Output 4.2: Catalytic small grant funding provided to support non-government and community anti-corruption initiatives				
4.2.1 Small grant fund established with supporting guidelines, oversight and reporting mechanisms	UNDP	UNDP TA + 3 x design/validation workshops with CSOs (Eu3000 each, incl provincial travel costs)	USD 2,000	USD 12,000
4.2.2 Small grants distributed to non-government partners	UNDP	Small grants fund - Up to 6 grants per year of up to USD10,000	USD 40,000	USD 136,600
4.2.3 Technical support and capacity building training provided to small grant recipients as needed	UNDP	UNDP TA + 3 x capacity development workshops with CSOs (Eu8000 each to enable non-POM participant to participate)	USD 8,000	USD 20,000
4.2.4 Information regarding small grants captured in reporting online and shared with the media	UNDP	UNPD TA + UNDP support team	USD 0	USD 0
Programme costs sub-total		Total Outcome 4.2	USD 50,000	USD 168,600
Outcome 4 TOTAL			USD 138,000	USD 403,600
UNDP Support Costs				
		UNDP Outcome 1	USD 261,000	USD 755,000
		UNDP Outcome 2	USD 0	USD 0
		UNDP Outcome 3	USD 0	USD 0
		UNDP Outcome 4	USD 138,000	USD 403,600
		UNDP PROGRAMME TOTAL	USD 399,000	USD 1,158,600
UNDP P4 Anti-Corruption Specialist				
		100% (36 months full time) = 303404 cost p/y	USD 303,404	USD 910,212
UNDP NOC Programme Associate				
		100% (36 months full time) = 79025 cost per year	USD 79,025	USD 237,075

UNDP G6 Administration & Reporting Assistant Project Support Costs (eg. finance, procurement, HR) = (Project Budget/Total CO Delivery Target) x proforma cost of PSU & Procurement	UNDP UNDP	100 (36 months full time) = 37816 cost per year (\$3,018m/\$17,528m) x \$513k x 3 years	USD 37,816 USD 87,375	USD 113,448 USD 262,126	Consistent with standard practice, UNDP has costed in a range of operational support costs that all projects incur. These costs are drawn from a universal price list and are charged on a cost recovery basis. These include security, procurement, human resources, ICT and back-office financial services.
Assistant Resident Representative Oversight Communications Officer	UNDP UNDP	25% x \$92,411 = \$9,241 x 3 years 50% x \$56,413 x 3 years	USD 23,103 USD 28,207	USD 69,308 USD 84,621	
Monitoring & Evaluation	UNDP	\$35,000 per year (reporting, collecting data, surveys etc)	USD 35,000	USD 105,000	
Communications costs (Launch event, close event, AC Day/RTI Day/EU Day)	UNDP		USD 8,000	USD 25,000	
UNODC Programme Costs		UNDP SUPPORT COSTS TOTAL	USD 601,930	USD 1,806,790	
		SUB-TOTAL (Prog+Supp)	USD 1,000,930	USD 2,965,390	
		UNDP GMS 7%	USD 70,065	USD 207,577	
		UNDP TOTAL COSTS	USD 1,070,995	USD 3,172,967	
		UNODC Outcome 1	USD 0	USD 0	
		UNODC Outcome 2	USD 137,450	USD 404,114	
		UNODC Outcome 3	USD 202,956	USD 528,736	
		UNODC Outcome 4	USD 0	USD 0	
		UNODC PROGRAMME SUB-TOTAL	USD 340,406	USD 932,850	

		USD cost/month	Year 1	total	
UNODC Staffing	w/m				
P-4 PNG, Anti-Corruption Advisor - 100%	36	USD 26,583	USD 319,000	USD 957,000	The P-4 Anti-Corruption Advisor posted in Port Moresby will lead the design, execution, monitoring and reporting of the UNODC component of the Action. S/he will assign tasks and responsibilities to the other members of the project team. S/he will liaise at the strategic and management levels with all the Project's counterparts in PNG. S/he may also act as trainer on anti-corruption and will be an advisor to the new ICAC.
NPO PNG National Programme Officer, Anti-Corruption (service contract) - 100%	36	USD 4,000	USD 48,000	USD 144,000	
PA PNG Programme Assistant (service contract) - 100%	36	USD 2,000	USD 24,000	USD 72,000	
National Communications Officer (cost-shared at 50% with UNDP, full annual salary at USD 56,413)	36	USD 2,351	USD 28,207	USD 84,621	
Driver PNG (service contract) - 100%	36	USD 1,000	USD 12,000	USD 36,000	
P4 BKK, Regional Anti-Corruption Advisor - 25%	9	USD 17,817	USD 53,450	USD 160,350	The P-4 Anti-Corruption Advisor posted in Bangkok will provide substantive back-up to the post in Port Moresby and add legal expertise. S/he may also act as trainer on anti-corruption, as well as on international approaches, norms, standards and best practices. This cost replaces the need to contract external consultants and promotes coherence in capacity-building.

Handwritten signature in blue ink and the letters 'EC' in a pink box.

P4 BKK, Regional Anti-Money Laundering Advisor - 17%	6	USD 17,817	USD 35,633	USD 106,900	The P-4 Anti-Money Laundering Advisor in Bangkok will provide substantive knowledge and expertise to the national authorities on (financial) investigations and the overall implementation of Outcome 3. S/he may act as a trainer on investigation techniques/strategies, as well as other legal and institutional aspects linked to conducting effective investigation/prosecution. This cost replaces the need to contract external consultants and promotes coherence in capacity-building.
PA BKK, Programme Assistant (service contract) - 50%	18	USD 2,000	USD 12,000	USD 36,000	A Programme Assistant in Bangkok is included in the budget on a part-time basis. UNODC successfully tested "mixed teams" where most members are in the Pacific region while others are in Bangkok. This model is applied to this Action. The Assistant will work with the other Assistant in Port Moresby to initiate all administrative and financial transactions needed. In addition to that, s/he will follow up on all transactions with UNODC staff based in Bangkok and be able to provide corrective actions in real time (i.e. no time-difference) to allow for smooth processing and approval.
Total			USD 532,290	USD 1,596,871	
UNODC Total Costs					
Staff cost	UNODC		USD 532,290	USD 1,596,871	
Programme costs Outcome 2	UNODC		USD 137,450	USD 404,114	
Programme costs Outcome 3	UNODC		USD 202,956	USD 528,736	
Operating cost (office premise, etc)	UNODC		USD 15,000	USD 45,000	The project team will be based in Port Moresby and Bangkok. In Port Moresby, the cost given by UNDP to host one staff at the UN House, where the UNODC team will be, is US\$ 5,000 per year (i.e. a total of US\$ 45,000 for three years for three staff requiring a desk). These services are made available to UNODC in accordance with the Service Level Agreement between UNDP and UNODC.
IT cost (phones, laptops, etc)	UNODC		USD 33,333	USD 68,379	
Visibility costs	UNODC		USD 12,000	USD 36,000	
Project evaluation cost	UNODC	USD 84,621 already included under Staff costs		USD 25,000	
Office car	UNODC		USD 35,000	USD 35,000	
SEAP Regional Representative	UNODC	Programme management and oversight	USD 12,069	USD 36,207	Regional Office's senior management (Regional Representative and his Deputy) play a direct role in the implementation of the Action by supervising UNODC staff in Port Moresby and Bangkok, engaging at senior level in PNG (e.g. troubleshooting issues, opening events, etc.), contributing to the visibility of the Action (e.g. press conferences, briefings, answering questions from the media, etc.), liaising with the UN Resident Coordinator's Office and UNDP at senior management level to ensure coordination and complementarity of actions, etc.
SEAP Dep. Reg. Representative	UNODC	Programme management and oversight	USD 10,183	USD 30,550	



SEAP+HQ Field direct support function personnel	UNODC	Administrations/operations for the implementation	USD 43,750	USD 131,250	Those costs represent the dedicated functions used by all UNODC projects for their implementation. The personnel cover the following functions: procurement, local human resources, finance, travel, IT, reporting quality assurance. The project team in Port Moresby will consist of three staff. Due to the necessity to segregate some administrative/financial functions, the team in PNG can only initiate transactions whereas Bangkok will process them further and approve.
SEAP Office General Operating Expenses	UNODC	SEAP+HQ operating costs pertaining to management/oversight/administrations/operations	USD 5,657	USD 16,972	
SEAP Office Equipment, Furniture, Vehicle	UNODC	SEAP+HQ operating costs pertaining to management/oversight/administrations/operations	USD 1,886	USD 5,657	The project team will be based in Port Moresby and Bangkok. In Bangkok, the annual amount related to office costs is expected to be USD 7,920 a year (i.e. a total of USD 23,761 for three years – lines 148 to 150). The amount covers the international experts who will be involved in the Action (see below for description of tasks) but also all the managerial and support functions that will be involved in various degrees in the direct implementation of the Action.
SEAP Supplies and materials	UNODC	SEAP+HQ operating costs pertaining to management/oversight/administrations/operations	USD 377	USD 1,131	
SEAP Travel	UNODC	SEAP+HQ operating costs pertaining to management/oversight/administrations/operations	USD 1,509	USD 4,526	
Sub-total	UNODC		USD 1,043,461	USD 2,965,394	
PSC 7 %	UNODC		USD 73,042	USD 207,578	
Total - UNODC	UNODC		USD 1,116,503	USD 3,172,971	

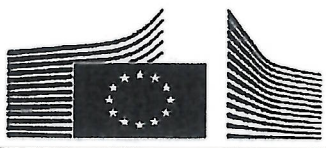
UNDP Total costs	USD 3,172,967
UNODC Total costs	USD 3,172,971
Reserve for contingencies and/or possible fluctuations in exchange rate	USD 210,742
Project costs	USD 6,556,680
Total EU contribution (as per article 3.1 of the Special Conditions)*	EUR 5,400,000

UNDP costs (year 1)	USD 1,070,995
UNODC costs (year 1)	USD 1,116,503
Total costs year 1	USD 2,187,498

* As per InforEuro Rate of June 2021 which is now EUR 5,400,000 = USD 6,556,680

Source: https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en

ANNEX IV



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en

Please use CAPITAL LETTERS and LATIN CHARACTERS when filling in the form.

BANKING DETAILS ①

ACCOUNT NAME ②

IBAN/ACCOUNT NUMBER ③

CURRENCY

BIC/SWIFT CODE BRANCH CODE ④

BANK NAME

ADDRESS OF BANK BRANCH

STREET & NUMBER

TOWN/CITY POSTCODE

COUNTRY

ACCOUNT HOLDER'S DATA
AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY POSTCODE

COUNTRY

REMARK

BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE ⑤

ING Belgium SA/NV
Business Center Institutionals
Avenue Marnix 24 Marnixlaan
1000 Brussels - Belgium
BE-310-BC-Institutionals@ing.be

Marie Jacobs
Services Officer

DATE (Obligatory)

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

Paul Gravenese
Paul Gravenese
Treasurer
UNDP Treasury

- ① Enter the final bank data and not the data of the intermediary bank.
- ② This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen to give a different name to its bank account.
- ③ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established
- ④ Only applicable for US (ABA code), for AU/NZ (BSB code) and for CA (Transit code). Does not apply for other countries.
- ⑤ It is preferable to attach a copy of RECENT bank statement. Please note that the bank statement has to confirm all the information listed above under 'ACCOUNT NAME', 'ACCOUNT NUMBER/IBAN' and 'BANK NAME'. With an attached statement, the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder and the date are ALWAYS mandatory.

PW

ANNEX V
Request for payment for Contribution Agreement

Date of the request for payment <.....>

For the attention of
<Address of the Contracting Authority>
<Financial unit indicated in the Contribution Agreement>¹

Reference number of the Contribution Agreement: ...

Title of the Contribution Agreement: ...

Name and address of the Organisation: ...

Request for payment number: ...

Period covered by the request for payment: ...

Dear Sir/Madam,

I hereby request payment of pre-financing/interim payment/balance² under the Contribution Agreement mentioned above.

The amount requested is [in accordance with Article 4 of the Special Conditions of the Contribution Agreement/the following: ...]³

Please find attached the following supporting documents:

- narrative and financial progress report (for pre-financing / interim payments)
- final narrative and financial report (for payment of the balance)⁴

The payment should be made to the following bank account: .⁵

Please when making the payment indicate the following communication: ...

I hereby certify on honour that the information contained in this request for payment is full, reliable and true, that the costs incurred can be considered eligible in accordance with the Agreement and that this request for payment is substantiated by adequate supporting documents that can be checked.

Yours faithfully, <signature>

¹ If applicable, please do not forget to address a copy of this letter to the European Union Delegation mentioned in Article 5 of the Special Conditions of the Contribution Agreement.

² Delete the options which do not apply.

³ Delete the option which does not apply.

⁴ Delete the items which do not apply.

⁵ Indicate the account number shown on the financial identification form annexed to the Contribution Agreement. In the event of change of bank account, please complete and attach a new financial identification form as per model.

N.B.: Instalments of pre-financing, interim payments and final payments shall be made upon approval of the payment request accompanied by a progress or final report (see Articles 19 of the General Conditions of Contribution Agreement).

Annex VI – Communications and Visibility Plan

Preventing and Countering Corruption in Papua New Guinea

(“PNG Anti-Corruption Project”)

Table of contents

1. INTRODUCTION	4
2. PROJECT BACKGROUND.....	4
3. GENERAL COMMUNICATION STRATEGY	5
3.1. COMMUNICATION GOAL	5
3.2. COMMUNICATION OBJECTIVES	5
3.3. COMMUNICATION PRINCIPLES AND GUIDELINES.....	6
3.3.1 <i>The media</i>	6
3.3.2 <i>Publications</i>	6
3.3.3 <i>The disclaimer</i>	7
3.3.4 <i>Photos</i>	7
3.3.5 <i>Audio-visual products</i>	7
3.3.6 <i>Public events</i>	8
3.3.7 <i>Environmental Considerations</i>	8
4. KEY STAKEHOLDERS	8
5. TARGET AUDIENCES & KEY MESSAGES.....	8
6. PHASES OF COMMUNICATION ACTIVITIES	11
6.1 INCEPTION PHASE COMMUNICATION	11
6.2 IMPLEMENTATION PHASE COMMUNICATION	12
6.3 CLOSING PHASE COMMUNICATION.....	12
7. KEY COMMUNICATION ACTIVITIES	13
7.1 PROJECT LAUNCH	13
7.2. INFORMATION EDUCATION COMMUNICATION (IEC) MATERIALS	13
7.3 EU VISIBILITY GUIDELINES ORIENTATION SESSION	13
7.4 PROJECT NAME, LOGO AND TAG-LINE	13
7.5 KEY INTERNATIONAL COMMEMORATIONS.....	13
7.6 MEETINGS, WORKSHOPS AND PROJECT PUBLIC EVENTS	14
7.7 VISIBILITY IN THE MEDIA	14
7.8 PROJECT NEWSLETTER AND WEBPAGE	14
7.9 UNDP AND UNODC SOCIAL MEDIA PLATFORMS	14
7.10 A PROJECT CLOSING EVENT.....	15
8. COMMUNICATIONS TOOLS.....	15
8.1 INFORMATION, EDUCATION AND COMMUNICATION (IEC) MATERIALS.....	15
8.2 PROMOTIONAL/VISIBILITY ITEMS/MATERIALS DEVELOPMENT	15
8.3 MEDIA RELATIONS AND PUBLICITY TOOLS	15
8.4 VIDEOS	15
8.5 SOCIAL MEDIA TOOLS	15
8.6 HIGH-QUALITY PHOTOGRAPHY SERVICES	17
9. MONITORING AND EVALUATION (M&E).....	17
10. COMMUNICATION AND VISIBILITY PLAN IMPLEMENTATION FRAMEWORK	17
10.1 JOINT IMPLEMENTATION APPROACH.....	17

10.2 HUMAN RESOURCES 17
10.3 FINANCIAL RESOURCES 18
11. IMPLEMENTATION PLAN & INDICATIVE BUDGET 18
ANNEX 1: IMPLEMENTATION PLAN 1

1. Introduction

Communication and visibility of the EU is a legal obligation for all external actions funded by the EU. The Communications and Visibility Requirements for European Union External Action were used to develop a project-specific Communications and Visibility Plan (C&V Plan) in order to ensure donor visibility and communicate impacts and success stories of the project to audiences and stakeholders.

This Communications and Visibility Plan (2021-24) has been developed to supplement 'Project on Preventing and Countering Corruption in Papua New Guinea (PNG) Project (the 'PNG Anti-Corruption Project'), which is part of the EU-PNG Partnership for Good Governance Programme and will be implemented jointly by UNDP Papua New Guinea (UNDP) and UNODC and funded by the European Union (EU). The purpose of this Plan is to outline the key communication and visibility activities to be undertaken in Papua New Guinea as part of the Project, including informing target beneficiaries, EU partners and stakeholders of the positive impact created as a result of this Project.

The present C&V Plan 2021-24 focuses only on the visibility of Project results and the overarching impact generated through the Project's activities but does not include any behavioural change communications. Although behavioural change to support an anti-corruption culture amongst PNG officials and people is an overall aim of the Project, and related activities will include EU branding, implementation of those activities will be designed and delivered as part of the Project's overall programming.

This Plan consists of four inter-related sections: (i) background providing the context for the Project and this Plan; (ii) the general communication strategy explaining how communication and visibility actions will be implemented, including objectives, key activities, communication tools, target audiences and key messages; (iii) the communication implementation framework; (iv) a budgeted implementation plan. It is estimated that activities included in this plan will require a financial allocation of US\$ 255,242 which is 4.01% of the overall budget. UNODC allocates 4,06% of its overall budget, which is US\$ 120,621 and UNDP allocates 4.48% of its overall budget which is US\$ 142,621.

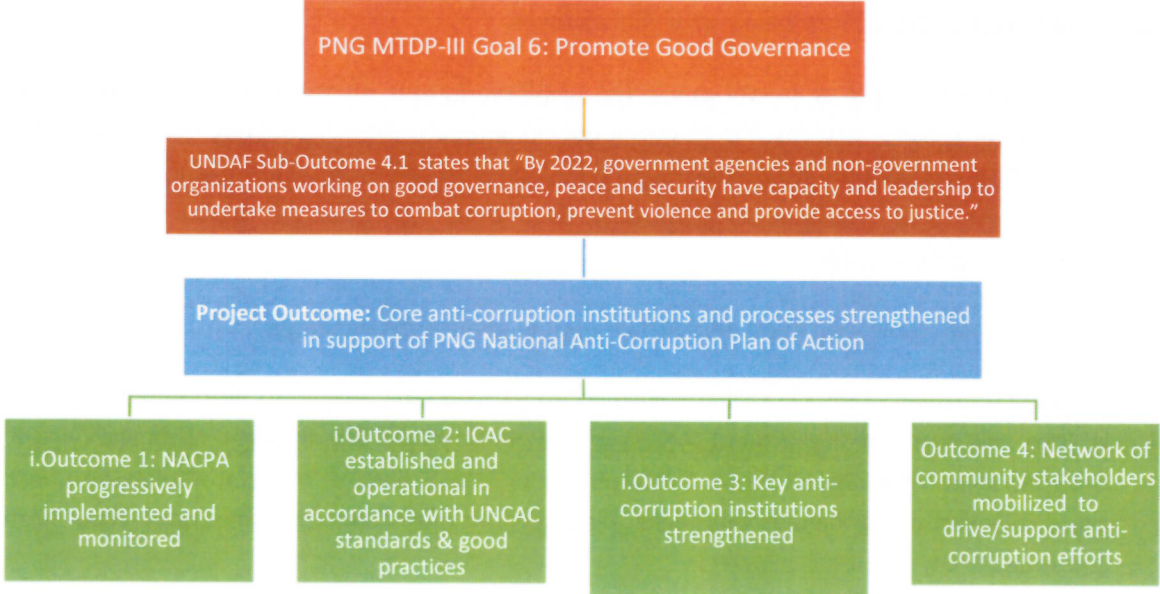
2. Project Background

The overall goal of the 'Project on Preventing and Countering Corruption in Papua New Guinea (PNG) (the 'PNG Anti-Corruption Project') is to support the PNG Government, key national institutions, civil society and communities to strengthen their commitment and capacities to address corruption in line with the United Nations Convention against Corruption (UNCAC), in order to more effectively progress the achievement of the Sustainable Development Goals, for the benefit of all Papua New Guineans. Specifically, the Project aims to strengthen PNG's national integrity system through the strengthening of core anti-corruption institutions and processes, through support for key Government and non-government bodies. The Project will be implemented by the United Nations Office on Drugs and Crime (UNODC) and United Nations Development Programme (UNDP).

The Project has been designed to specifically support the PNG Government's own development priorities. It is framed to support the National Anti-Corruption Plan of Action (POA) of the PNG National Anti-Corruption Strategy (NACS) (2010-2030). The NACS itself is a critical enabler of the PNG Vision 2050, explicitly recognizing that "Combating corruption is therefore a necessary precondition for national development and will be a key basis upon which the Vision 2050 goals will be achieved" (p. 5, NACS). The Project is aligned with PNG's development agenda, as described by the Medium-

Term Development Plan (MTDP) III (2018-2022), in particular Goal 6, which aims to promote good governance, the rule of law and reduce corruption. The Project will be delivered in support of the MDTP-III, the PNG UN Development Assistance Framework (2018-22) and the European Commission’s policy of zero tolerance on corruption through four outcomes (see Figure 1 below).

Figure 1: Summary of PNG Anti-Corruption Project results



3. General Communication Strategy

3.1. Communication Goal

The primary goals of this Communication and Visibility Plan 2021-24 are to:

- Ensure broad visibility and understanding of the Anti-Corruption in Papua New Guinea Project, by informing beneficiaries, partners, key stakeholders, decision-makers and the general public (both in PNG as well as across the EU) of the results and positive impact achieved as a result of the EU’s funding for the Project; and
- Highlight the EU Delegation’s continued support to the PNG Government to address corruption across the country, through locally owned, locally driven support, channeled through UNDP and UNODC.

3.2. Communication Objectives

In support of the two broad goals described above, the specific objectives of this C&V Plan are as follows:

1. Increase the number of stakeholders, partners and beneficiaries that are aware of the EU Anti-Corruption in PNG Project implemented by UNDP and UNODC.
2. Strengthen the understanding of all stakeholders, partners and beneficiaries that the Project is being implemented through funding from the European Union and with a view to providing a positive association with the EU’s donor brand.
3. Increase the number of policy-makers and leaders at the national and sub-national levels that are aware of the Project, and thus strengthen their engagement with the Project, as well as the Project’s accountability back to these stakeholders.

4. Inform target audiences of the benefits of the Project, including specific instances of the Project successfully supporting PNG stakeholders to progress policies, programs and other efforts that benefit the PNG public.
5. Share good practice and lessons learned with stakeholders, partners and beneficiaries to promote more sustainable programming and ownership over Project outcomes.

3.3. Communication Principles and Guidelines

The overarching principle that will guide the implementation of this C&V Plan, and all related communication efforts, are the EU Communication and Visibility Guidelines comprised of three manuals¹²³. These guidelines define communication about and visibility of EU development assistance as both priority and contractual obligations, and serve as “how to” guide in implementing communication on EU visibility.

Per the guidelines, communication and visibility entail, among other things:

1. Prominent display of the EU emblem with accompanying text on project sites and equipment;
2. Written and verbal recognition of the EU role in development aid, in partnership with UNDP and UNODC, when referring to the Anti-Corruption in PNG Project in key communications, such as press releases, social media, webpages, blogs, media interviews or articles and other forms of communication about the project.

Below are some of the key procedures that will guide implementation of this plan:

3.3.1 The media

UNDP and UNODC will:

- inform the EU Delegation in Papua New Guinea and Brussels - Belgium in advance about media interest in the project, and provide the names of the media organizations and relevant journalists; and
- provide information to journalists about whom to contact at the EU Delegation in Papua New Guinea and Belgium for further details.

3.3.2 Publications

The joint government, EU, UNDP and UNODC logos should be used in reports, brochures, leaflets, flyers, videos, newsletters and other publications, printed or electronic, acknowledging the financial assistance from the EU. When UNDP and UNODC will produce specific Project-owned publications, the EU will be explicitly acknowledged in the text. It will be the general principle that the EU as the only funding source of this intervention will be properly acknowledged in any project-related communication product.

¹ (2018) Communication and Visibility in EU-financed and External Action: Implementing Requirements for Partners (Projects).

² The use of emblems in the context of EU programmes. Guidelines for beneficiaries and other parties (2012).

³ *Joint Visibility Guidelines for EC-UN Actions in the field,*

https://eeas.europa.eu/archives/delegations/rome/documents/eu_united_nations/ec_un_joint_visibility_guidelines_en.pdf

3.3.3 The disclaimer

Information and publications, in any form or medium, including web based, will include the following disclaimer:

'This document was produced with the financial assistance of the European Union. The views expressed herein can in no way be taken to reflect the official opinion of the European Union.'

3.3.4 Photos

UNDP and UNODC will aim to take human-centered photos, which tell a story and are representative of UNDP, UNODC and EU work with the partners and beneficiaries under this Project. The implementing agencies will promote photos on websites and social media, with a clear acknowledgment of the EU partnership. The focus of the photographs will be on people - especially those, who are meant to benefit from this project – and should be honest, innovative and humane.

Photos from events will be sent in a form of photo stories, such as a series of six to nine photos including short explanatory captions to the UNDP and UNODC Office in Brussels, as well as to the communications colleagues with the local EU Delegation. Photos will be accompanied by brief captions about the subject of the picture, and an explanatory sheet with background information, including the date, country, city or region, project, name and role of the person on the photo). UNDP and UNODC will always ensure that a consent form is obtained from the persons captured at the pictures. The copyright will always be stated to ensure that the photos are properly credited, as follows: © UNDP / UNODC, depending which agency obtained the pictures.

Under this project, professional photographers will be on-boarded where a specific project communication requires visuals, such as web-based or social media communication plans, photo exhibitions and photo books. Photos taken by an EU-funded professional photographer will be sent to UNDP/UNODC-EU liaison communications office in Brussels. All photos taken in the framework of the project will be provided to the EU Delegation. The EU will be given the right to use them for the EU's own dissemination purposes. If any photo exhibitions are undertaken, the EU will be clearly identified as the donor in all ads, programmes, invitations, websites, blogs, brochures, leaflets and other communications products, as well as at the venue of the event.

3.3.5 Audio-visual products

Where audio-visual products are designed for Project purposes (i.e. in support of training or capacity building efforts), the EU's branding will be included at the start and end of the video.

Where audio-visual products are created to showcase to EU citizens, beneficiaries and development partners the impact of EU-funded development aid (i.e. by capturing good practice, success stories, case studies from the Project), the role of the EU will be clearly emphasized by integrating it into the story line wherever possible, for example by:

- including an interview with the EU ambassador to Papua New Guinea, a senior official or an EU expert in the field; and
- including images of items displaying the EU development aid visual identity.

Generally, shorter videos (not exceeding two minutes) are better suited for dissemination. Similarly, to the photography, the video will need to tell a story. That means it will have a dramatic arc, and an

element of surprise, suspense or drama. It will be informative, and the aim will also be to include an emotional element to the story. The video will focus on people – especially those who are expected to benefit from our work. The videos produced under this project will present people with dignity and respect, and communicate their story, as they would have wanted it told.

No video for external distribution will be finalized without consultation and approval from the EU. Best practice involves discussing ideas with the EU and respective communications specialists early on in the process and engaging along the process to develop a final product that represents and promotes the EU/UNDP/UNODC brand. In any case, the videos will display the EU logo and accompanying text at the beginning and/or the end.

3.3.6 Public events

Public events, such as conferences, roundtables and information seminars are an integrated part of this Project’s activities, including around the celebration of Europe Day on 9 May. Whenever such public events are being planned, the EU mission will be consulted at the preparation stage. During these events, EU visibility, as well as the visibility of implementing partners, will be ensured before and during the event: through invitations, programmes, banners and display boards.

3.3.7 Environmental Considerations

Both the donor - EU and implementing organizations - UNDP/UNODC incorporate sustainability considerations in all their interventions. Therefore, a particular attention will be paid to producing sustainable items respectful of the environment. For example, when procuring items and materials for communication and advocacy purposes, the process will integrate requirements, specifications and criteria that take environmental protection, social progress and economic development into account. This can range from assessing the impact of the planned events, buying stationery made of recycled paper or paper from sustainably managed forests, to purchasing from small- and medium-size businesses, as well as businesses owned by women.

4. Key Stakeholders

The implementation of the communication activities outlined in this Communication and Visibility Plan will be carried out by UNDP and UNODC respective communications focal points. In some cases, an external communications company will be outsourced to perform certain activities, under the leadership of UNDP/UNODC communications team.

As all communication products developed as part of this intervention will require donor consultation and approval, the EU will remain a key stakeholder/client throughout the lifespan of this project. Similarly, the Government of Papua New Guinea, as the main client of this project, will be considered throughout the process of development of communication products and activities, and will remain key stakeholders.

5. Target Audiences & Key Messages

The following table presents the key identified audiences targeted in this project, along with key communications objectives and respective messages:

Audience	Key objectives	Key messages
<p>EU audiences</p> <ul style="list-style-type: none"> ● Delegation in Papua New Guinea ● European Commission HQ in Brussels ● EU Parliamentarians, opinion leaders and citizens ● EU representatives in Papua New Guinea ● Global and regional EU delegations and Member States' Embassies. 	<p>Showcase how EU funds contribute towards addressing corruption in PNG and thereby supports the implementation of the National Anti-Corruption Strategy (NACS).</p> <p>Position the EU and UNDP/UNODC as brokers of knowledge and as leading partners in Papua New Guinea in advancing the national anti-corruption agenda.</p>	<p>EU funds contribute towards tackling corruption, and thus support the implementation of the support of the PNG NACS and UNCAC.</p> <p>The EU and UNDP/UNODC are brokers of knowledge and leading partners in Papua New Guinea in advancing national anti-corruption agenda.</p> <p>The project strengthens PNG's COVID-19 response by promoting anti-corruption efforts around COVID19 response and recovery funding</p>
<p>Government of Papua New Guinea</p> <ul style="list-style-type: none"> ● Decision and policy makers pertaining to anti-corruption within the national government ● Relevant leaders at provincial and district/urban levels ● Royal PNG Constabulary ● Members of PNG Parliament and Provincial Assemblies ● Opinion leaders 	<p>Inform, inspire and raise awareness about anti-corruption principles and key activities</p> <p>Inform, inspire and raise awareness about the impact of the Project in addressing corruption, along with the EU Delegation's involvement in the sector.</p> <p>Increase political buy-in and willingness to invest in anti-corruption activities.</p> <p>Strengthen dialogue and understanding of anti-corruption issues approaches and their impact on achieving the SDGs.</p> <p>Demonstrate accountability and responsibility for the EU's funding by showcasing how the funds are used to improve the lives of the project's beneficiaries.</p>	<p>There is an urgent need to support implementation of the NACS and UNCAC to address corruption and improve accountable implementation of the SDGs, which is now being addressed thanks to the funds from the European Union and UN work in the country.</p> <p><i>Thanks to the Project, XX parts of the NACS are being effectively implemented, with EU/UNDP/UNODC support, which is improving PNG's ability to use its resources to achieve the SDGs.</i></p> <p><i>Thanks to the Project, PNG is implementing its obligations under the UN Convention against Corruption and is becoming a global leader in this area, with EU/UNDP/UNODC support.</i></p>
<p>Civil society working on AC issues</p> <ul style="list-style-type: none"> ● Partners ● Non-governmental organizations 	<p>Inform AC partners of the EU Delegation's contributions to the sector.</p> <p>Inform AC partners of the Project's activities and how they can be involved</p>	<p>Thanks to the EU funding and the work done by the implementing partners – UNDP/UNODC, the PNG Government is working more effectively to implement the NACS and tackle corruption in support of the SDGs</p>

<ul style="list-style-type: none"> Community and faith-based organizations 	<p>Develop partnerships with civil society for the benefit of the Project and encourage civil society to have confidence that the Project is supporting their own AC objectives in a locally-owned, locally driven way</p> <p>Position the EU and UNDP/UNODC as brokers of knowledge and as leading partners in Papua New Guinea in advancing the national anti-corruption agenda.</p> <p>Promote EU and UNDP/UNODC's contribution towards achieving the SDGs, specifically Goal 16: Peace, Justice, and Strong Institutions.</p>	<p>The EU and the UN recognise the important role of civil society in implementing the NACS and UNCAC and will partner with civil society where possible for the benefit of the Project and the country</p> <p>The EU and UNDP support those projects and organisations working to achieve the Sustainable Development Goals.</p>
<p>PNG public</p> <ul style="list-style-type: none"> General public across the country 	<p>Raise awareness among the national and local populations of the roles of the EU/UNDP/UNODC in supporting the PNG Government to address corruption in line with the NACS and in support of the SDGs.</p> <p>Raise awareness among the national and local populations of some of the key activities the Project is supporting to strengthen community belief that tackling corruption in PNG is possible</p> <p>Instill a general sense of community confidence in what the Project is trying to do and what it is actually achieving.</p> <p>Promote EU and UNDP/UNODC's contribution towards achieving the SDGs, specifically Goal 16: Peace, Justice, and Strong Institutions, through tackling corruption.</p> <p>Promote the EU fundamental values</p>	<p>Acknowledge EU funding and the work done by the implementing partners - UNODC/UNDP, there is an improved equitable access to safe and sustainable drinking water and sanitation services in community facilities, schools, health centers/hospital and local marketplaces in targeted urban areas.</p> <p><i>Thanks to the Project, the new Independent Commission Against Corruption is up and running and working effectively to tackle corruption, with EU/UNDP/UNODC support.</i></p> <p><i>Thanks to the Project, the RPNGC's fraud officers are more effectively able to investigate allegations of corruption, with EU/UNDP/UNODC support.</i></p> <p><i>Thanks to the Project, the Office of Public Prosecutions are more effectively able to prosecute allegations of corruption, with EU/UNDP/UNODC support.</i></p> <p><i>The EU and UNDP/UNODC's Anti-Corruption initiative is working to strengthen transparency, improve accountability and restore trust in your institutions.</i></p>

<p>Development partners</p> <ul style="list-style-type: none"> • Donors • United Nations agencies • Multilateral agencies and other development partners working in the AC space in PNG • International financial institutions 	<p>Share information on how EU funds are contributing towards implementing the NACS and UNCAC and are promoting accountability for SDGs implementation</p> <p>Present UNDP/UNODC as effective implementers of the Project.</p> <p>Position the EU and UNDP/UNODC as brokers of knowledge and as leading partners in PNG in advancing the national anti-corruption agenda.</p> <p>Inform, inspire and raise awareness about how to tackle AC in PNG, and showcase impacts of improvements in the AC sector.</p> <p>Leverage funds in support of the NACS and AC activities.</p> <p>Showcase how this program supports the achievement of the SDGs in the country.</p>	<p>EU funds are contributing to addressing corruption in PNG in support of the NACS and UNCAC.</p> <p>The Project is efficiently using donor funds to support the PNG Government to achieve its own AC objectives.</p> <p>The EU and UNODC/UNDP are brokers of knowledge and leading partners in Papua New Guinea in advancing national anti-corruption agenda.</p> <p>The program supports the achievement of SDG #16.</p>
<p>Media and influencers for all the above audiences</p> <ul style="list-style-type: none"> • EU-based media • PNG-based media 	<p>Support the dissemination of key messages in this C&V Plan and inspirational stories about the project to target audiences.</p> <p>Showcase human-centered positive stories about the impact of the project on the lives of people in Papua New Guinea.</p>	<p>Example story: <i>As a result of the Project, the new ICAC has investigated case X and was able to file charges and/or commence prosecution for anti-corruption offences. This alleged offence caused XX harm, which impacted beneficiaries in XX ways.</i></p>

6. Phases of Communication Activities

The communication and visibility effort of this project will be implemented in a two-phased approach, in an alignment with the overall planned project implementation stages.

6.1 Inception phase communication

In this phase, UNDP and UNODC will establish a system of information sharing, knowledge exchange and information dissemination regarding project-related activities, which will involve all team members. A system of information sharing will also be developed to ensure timely sharing of information with key stakeholders, including the government and the EU.

In this stage, preparatory activities will entail developing an appealing name for the project, logo, slogan, both in English and in local language(s). Generally, the focus will be on simplicity, avoiding acronyms, thus making it easy for local communities to understand the intention of the project and anticipated impact.

A branding package will be pre-agreed with the EU at the initial stages and used throughout the entire project lifespan in order for target audiences to readily identify with and understand the project.

Communication activities to publicize the Anti-Corruption in PNG Project will be launched at the national level, and will target all key audiences, as part of this phase. Other key activities will include familiarizing the key communication stakeholders and implementing partners with the EU Communication and Visibility Guidelines and procedures to be applied in all communication activities.

In this phase, the implementing partners will establish a process of obtaining feedback from the EU, as well as reporting mechanisms concerning communications products.

Further, in this phase, project-specific visibility products, such as banners, roll-ups, infosheets, flyers and other items will be developed. This includes visibility of the EU, as well as UNDP and UNODC, and the Government of Papua New Guinea, through the use of logos and emblems. Within the inception phase, initial awareness raising and networking with the relevant and related partners, stakeholders and institutions will be established.

The project will be officially launched with an event taking place in Papua New Guinea, during which the key audiences and stakeholders will be informed of upcoming activities. The EU's branding will be used at this event and its financial support will be acknowledged at the event.

6.2 Implementation phase communication

Communication efforts during the implementation phase will focus on maintaining an on-going project visibility and publicity to ensure accountability and responsibility, so that all key target audiences and stakeholders will become knowledgeable of the project, in line with the activities and messaging set out in this Plan.

It is expected that through the communication and visibility activities, the project will raise awareness of the importance of addressing corruption, in support of national priorities, such as the NACS and the Medium Term Development Framework III, but also more broadly, in support of achievement of the Sustainable Development Goals through the efficient use of national resources. Awareness raising aims to increase the interest of development partners and key national stakeholders to focus their development efforts on this sector. It is also intended to strengthen buy-in and ownership of the anti-corruption agenda from stakeholders across government, non-government bodies and amongst the public.

6.3 Closing phase communication

Objectives towards the end of the Project will be to inform (at the national, regional and global levels) stakeholders of the progress, positive impact and achievements of the project, and to encourage further partnerships in support of anti-corruption activities. The Project will officially end with a closing event, which will be attended by all relevant targeted audiences, development partners, stakeholders and policy makers, the EU Delegations and the interested public. The objective of the

event will be to publicize the results of the project, and to highlight the positive impact to encourage replication in the country and beyond.

7. Key Communication Activities

7.1 Project launch

This will entail organizing a launch event at the national level, co-led by the PNG Government, including media participation and a joint press release. A quote from each partner will be included in the initial joint press release (UNDP Resident Representative, UNODC Bangkok Representative, EU Ambassador and/or EU Commissioner, Government High-Level Representative, civil society representative if possible). The launch will be shared on social media. The Project will also make use of partners' social media channels, namely Twitter, Facebook, Instagram, LinkedIn to announce the initiation of the project among key target audiences.

7.2. Information Education Communication (IEC) materials

The Project itself will design, produce and distribute various IEC materials, including Project brochures/ leaflets, pull-up and canvass banners, infosheets and posters, which will serve as visibility materials during events and meetings and for all project-related activities. These will all include EU branding.

7.3 EU Visibility Guidelines Orientation session

In the initiation phase, there will be a group orientation session for the Project team plus in-depth one-on-one sessions for communication focal persons and key project partners on understanding and complying with the EU Communication and Visibility Guidelines. Issues covered include the correct use of the EU emblem, ways of acknowledging and publicizing EU support and the need for constant support on the guidelines' proper implementation by focal persons to Project partners.

7.4 Project name, logo and tag-line

The project name, logo and tag-line are to be developed in an appropriate, appealing and easy to understand manner, preferably in the most widely used Tok Pisin language. This package of materials will be used consistently throughout the lifespan of the project and will make communication about the Project easier and effective, while enabling communities and local stakeholders to readily identify with and to support the project.

7.5 Key international commemorations

This C&V Plan will leverage relevant international global days for increased publicity and visibility to both showcase EU support, and to promote awareness of anti-corruption principles and activities, as well as advocating to policy and decision-makers to support the Project and to scale up anti-corruption activities nationally.

This plan focuses on three annual global days which are internationally observed:

1. Europe Day (9 May)
2. Right to Information Day (28 September)
3. World Anti-Corruption Day (10 December)

7.6 Meetings, workshops and project public events

Such events will be conducted for visibility, including appropriately branded banners with EU visibility messaging, displayed appropriately. Logos of the donor and implementing partners will be displayed at the events. Best practices and lessons learned from the Project could be further shared via DEVCO platform “InfoPoint” to shed light on the technical aspects of the intervention and achieve impact.

A considerable portion of the Project will focus on capacity building events. Project events will present an opportunity for newsworthy activities, and to involve local leaders and communities in the project, in addition to showcasing positive impacts generated. Many of the Project’s events will not be public, as trainings likely need to be closed to enable officials to speak freely and safely. However, wherever possible, UNDP and UNODC will still issue press releases and/or social media updates, including photos and video where possible, summarising what was discussed in general terms and including positive quotes from participants. Although the events themselves may not be public, nonetheless the Project team will aim to publicise that they are being held, to keep Government partners, development partners and the public aware of the Project’s activities and encourage a feeling of Project momentum.

7.7 Visibility in the media

The Project will proactively engage with PNG media as part of the Project’s activities. The communications teams will also engage with the media as a means of ensuring Project visibility and facilitating better communications and outreach. The project team will draw on the existing UNDP communications team to access their existing media database, networks and dissemination channels for press releases.

The Project will regularly identify newsworthy events/developments and human-centered stories which lend themselves to publicity in the mass media, such as newspapers, radio and television. Continuous publicity in the mass media will be supported by regular press releases, media interviews, media articles, newspaper supplements and advertising.

7.8 Project newsletter and webpage

The Project will have a dedicated website page on the UNDP website and be part of the UNODC Regional Office’s webpage dedicated to Papua New Guinea, which will be used to collect press releases, publications and other relevant project documents. The Project will also produce a newsletter twice a year, which will serve to update internal audiences (government, non-government, UNDP, UNODC, EU, development partners) on project implementation progress. The newsletters will also be uploaded on the Project’s website page, and shared on social media.

7.9 UNDP and UNODC social media platforms

UNDP and UNODC Facebook, Twitter, Instagram, LinkedIn and YouTube accounts will be used as part of on-going project visibility. Through regular social posts on new developments and stories of changes as well as publicizing voices from the field about the project, more awareness will be created. Similarly, UNDP and UNODC’s websites will be used to communicate key developments and human-centered stories capturing the positive impact of the project on their lives. This will be achieved through text, video and photographic formats, in addition to serving as repositories for project communication materials.

7.10 A project closing event

A Project closing event will be organized to inform beneficiaries and stakeholders (in-country and at the international level) of the progress and achievements of the project to encourage further partnerships. The Project will officially end with a closing event that will be attended by relevant stakeholders, policy makers, and the EU Delegation. Communication activities will include producing a press release and inviting the media to cover the event, as well as social media posts on Facebook, Instagram and Twitter. If the Project is extended, this event may be postponed.

8. Communications Tools

8.1 Information, education and communication (IEC) materials

IEC materials will be developed for awareness-raising and will be branded appropriately for visibility, and advocacy purposes. These include leaflets, canvass and pull-up banners, as well as infographics and posters about the project. This also includes stickers, fliers and t-shirts as appropriate for certain commemorative activities (e.g. Anti-Corruption Day).

8.2 Promotional/visibility items/materials development

Project promotional materials will be produced, including a range of branded materials, such t-shirts, caps, bags and notebooks, as well as cheap but environmentally friendly give-aways that will promote the project and its visibility among selected target audiences in addition to generating goodwill.

8.3 Media relations and publicity tools

Press releases, press conferences, media interviews and media field visits will be organized. All major events will be accompanied by a press release, which will be distributed to all relevant media outlets. Press releases, to be developed collaboratively by UNDP and UNODC with inputs and final approval by the EU, will clearly state that the project is funded by the EU, and include quoted remarks by an EU representative as well as key government representatives of Papua New Guinea.

Interviews with key officials and with local opinion leaders will be facilitated to increase the publicity of the Project. When speaking to the media on this EU-funded project, the implementing partners will acknowledge the partnership with the EU, and explain the tangible benefits and impacts achieved with this funding. Whenever journalists are engaged with the project, UNDP and UNODC must ensure that the EU role as the donor is fully acknowledged and explained.

8.4 Videos

Videos developed by the Project will be used to communicate important aspects about the project and human-centered success stories, which will be shared via several platforms, such as mass media broadcast, online channels, social media channels as well as presentations.

8.5 Social media tools

UNDP and UNODC websites will carry communication materials linked to the project. Articles/blogs in the form of human-centered stories and activities/events' stories on the project will be featured on the websites of the two organizations.

Furthermore, social media channels of Facebook, Instagram, Twitter, LinkedIn and YouTube will be used to target particularly external audiences as well as young people in Papua New Guinea with project messaging. Additionally, online channels will be used interactively, including practical means of monitoring feedback to project work and activities by target audiences. Consideration will be given to developing a dedicated Project facebook page to make it easier for interested stakeholders to find out what the Project has been doing and to quickly share information about Project activities in a single place. Such specific pages can also be an interesting way of starting community conversations about anti-corruption issues. In parallel, high quality content aligned to the needs of the existing channels (EU, UNDP, UNODC) will be produced and shared. The Project will also liaise with and build capacity of local groups/actors to ensure that relevant messages related to anti-corruption and transparency, are disseminated via local social media.

Project-specific **#hashtags** and **@mentions** will be developed as part of the branding package, and will be used consistently throughout the project. The power of social media will be used both at global - international, as well as local - national levels, meaning both global and local social media accounts will be utilized.

To maximize reach of online communication, UNDP and UNODC will:

- Allow the EU to 'follow' the relevant UNDP/UNODC social media outlet by informing the EU Delegation. All materials will be shared with UNDP/UNODC Brussels Office for distribution among the corresponding EU stakeholders and accounts;
- 'Like' and subscribe to EU social platforms as well as to UNDP/UNODC social media platforms listed below;
- Publish a social media post when the project is launched to acknowledge funding; and
- Mention or tag EU in tweets @EU_Partnerships and EU Delegation @EUinpng and social media posts when communicating about the project;

The following social media channels will be used in this project:

European Union:

- Facebook: <https://www.facebook.com/eupartnerships>
- Twitter: https://twitter.com/EU_Partnerships; <https://twitter.com/euinpng>
- Instagram: www.instagram.com/eu_partnerships
- YouTube: www.youtube.com/user/EUintheWorld
- Stories: https://ec.europa.eu/international-partnerships/home_en

UNDP:

- Facebook: <https://www.facebook.com/pg.undp/>
- Twitter: <https://twitter.com/UNDPinPNG>
- Flickr: <https://www.flickr.com/photos/148279672@N05/albums>
- LinkedIn: <https://www.linkedin.com/company/undp-papua-new-guinea>
- Website: https://www.pg.undp.org/content/papua_new_guinea/en/home.html

UNODC:

- Facebook: <https://www.facebook.com/unodc/>
- Twitter: https://twitter.com/UNODC_SEAP
- LinkedIn: <https://www.linkedin.com/company/unodc>
- Website: <https://www.unodc.org/southeastasiaandpacific/>

8.6 High-quality photography services

Project photographs will be taken by the Project team using mobile phones and the UNDP high resolution camera, as needed. In cases where high quality photos are needed, photographs may be produced by professionals to better capture the positive impact of the project. The photographs will be used for factsheets, brochures as well as digital media, across UNDP/UNODC/EU channels.

9. Monitoring and Evaluation (M&E)

A system for monitoring and evaluation (M&E) of communication and visibility activities is critical to ensure that activities' implementation is on track and that desired targets are achieved. The M&E effort will emphasize a system of prompt corrective actions to feedback for all communication, such as tracking responses to social posts, as well as pre-testing and post-testing of messaging.

In addition, all training and capacity-building, and information-raising activities will be evaluated by the participants. Consolidating feedback and evaluation reports will be included in the training and activity documentation. Communication will be also included as an agenda item in the partnership review meetings. Indicators and their means of verification are included in the implementation plan below.

The method of monitoring will entail measuring reach of the communication and knowledge acquisition as well as completion of previewed activities as planned.

10. Communication and Visibility Plan Implementation Framework

10.1 Joint implementation approach

It is envisaged that elements of this Communication and Visibility Plan will be implemented jointly by UNDP and UNODC, involving the donor-EU, such as the project launch, newsletter, calendar, commemoration.

In addition, other activities, such as development of press-releases and human-centered stories, or activities pertaining to a specific area of focus for one of the lead partners will be implemented by the respective organizations individually but will still require the approval of all involved partners, including the EU. Such communication products will be still made available for joint dissemination to maximize reach by using channels of both organizations. UNDP and UNODC will agree on a joint platform to store all developed communications products for easy access by all parties.

Overall, a high level of collaboration and exchange between the two organizations will be established to maximize the impact of this plan.

10.2 Human resources

The visibility activities outlined in this plan will be implemented jointly by UNDP and UNODC project staff and communication teams. Both organizations will be responsible and accountable for ensuring that the visibility activities are carried out in accordance with the EU guidelines, while adhering to the organization's branding manuals and a jointly established branding package. The organizations will further ensure that all stakeholders and partners are properly informed of the EU support to the project and positive impacts it generates on the local communities.

In line with the EU guidelines, the full-time UNDP Anti-Corruption Specialist and the full-time UNODC Anti-Corruption Advisor will be responsible for implementation of this Plan, supported by the Project Communications Officer, who will be based in the UNDP Office in Port Moresby, with support provided by the existing UNDP PNG Communications Team and the UNODC communications teams in Bangkok and Vienna.

Under the guidance from each UN agency, the UNDP AC Specialist and UNODC AC Advisor will:

1. Oversee implementation of this Communication and Visibility Plan (C&V).
2. Provide quality assurance to communications material produced by the project.
3. Coordinate with the EU Delegation to ensure that all major events are well attended by EU officials.
4. Supervise the work of their respective communication focal officers.
5. Coordinate with their communications teams to obtain their advice and ensure quality control.
6. Coordinate the communication and visibility effort of the two organizations, in support of this synchronized annual visibility plan, which will be shared with the EU as annex to the annual progress report. This report will focus on achievements of visibility actions and impacts of the efforts. An assessment will be made of the impact and lessons learned about specific visibility actions and activities, and these will be incorporated into future visibility actions of the project.

The Project Communication Officer will lead efforts to undertake the following activities, while coordinating closely with the EU, UNDP and UNODC communications teams to:

1. Organize, coordinate and synchronize as needed all major visibility events.
2. Ensure that all supplies, communication materials and knowledge management outputs are identified with the EU logo.
3. Liaise with implementing project partners to ensure their compliance to EU visibility.
4. Provide inputs to the annual visibility plan report.

10.3 Financial resources

The allocated budget for the implementation of this Communication and Visibility Plan is **4.01% of the overall budget**. UNODC has allocated 4.06% of its overall budget, which is US\$ 120,621 and UNDP has allocated 4.48% of its overall budget, which is US\$ 142,621 (see implementation plan for estimated breakdown). It has been agreed that this amount is to be used for the overarching project communication.

11. Implementation Plan & Indicative Budget

The detailed implementation plan is attached at Annex 1. A project-specific communication work-plan will be developed during the inception phase of the project.

Annex 1: Implementation Plan

All Years (Estimated)	Agency	Unit	# of units	Unit rate (in USD)	Total Cost (in USD)	%
National Communication Officer (full-time; 50% cost-shared with UNDP; full yearly salary at USD 56,413)	UNODC	year	3	28,207	84,621	
Project launch event ⁴	UNDP	year	3	28,207	84,621	
Video on "Rule of Law and Fight against Corruption in PNG" (3 min)	UNODC	Unit	1	5,000	5,000	
	UNDP	Unit	1	5,000	5,000	
Publication costs (integrated into activity line items under Outcome 1 and Outcome 4)	UNODC	unit	1	11,000	11,000	
AC videos re NACPA progress + CSO small grants (integrated into activity line items under Outcome 1 and Outcome 4)	UNDP	Unit	1	25,000	25,000	
Marking key dates (Europe Day, Right to Information Day, Anti-Corruption Day)	UNODC	3 days ⁵	3	5,000	15,000	
	UNDP	per yr	3	5000	15,000	
Project closing event ⁶	UNODC	Unit	1	5,000	5,000	
	UNDP	Unit	1	5,000	5,000	
Sub-Total Cost (in USD)	UNODC	-	-	-	120,621	4.06%
	UNDP	-	-	-	142,621	4.48%
	UN	-	-	-	263,242	4.01%

⁴ It is anticipated that this event will be hosted at a Government venue, with minimal costs budgeted to cover refreshments, video equipment hire or other such small items.

⁵ It is anticipated that the Project will organise events to mark three key days every year (Europe Day, Right to Information Day, Anti-Corruption Day) over the course of the three years of the Project. This will amount to a minimum of nine events. UNDP and UNODC may collaborate together on some events or hold events separately, depending on the specific priorities of partners. All events will also be designed with the involvement of the EU.

⁶ It is anticipated that this event will be hosted at a Government venue, with minimal costs budgeted to cover refreshments, video equipment hire or other such small items.

Annex VII Management Declaration

I, the undersigned, <insert forename and surname>, in my capacity as <insert function in the entrusted entity or person>, confirm that in relation to the Contribution Agreement(s) <insert reference of the concrete Agreement(s)>, (the “Agreement(s)”), based on my own judgement and on the information at my disposal, including, inter alia, the results of the audits and controls carried out, that:

1. The information submitted under Article 3 General Conditions of the Agreement for the financial period dd/mm/yyyy to dd/mm/yyyy is properly presented, complete and accurate. To be noted that at the time of signature of this Management Declaration, the following contracts <insert reference of the Agreement(s) for which there was not yet reporting obligation>, were not yet subject to submission of reporting according to the conditions of Article 3 of the General Conditions;
2. The expenditure was used for its intended purpose as defined in Annex I of the Agreement;
3. The control systems put in place give the necessary assurances that the underlying transactions were managed in accordance with the provision of this Agreement.
4. The Organisation performed the activities in compliance with the obligations laid down in the Agreement and applying the accounting, internal control, audit systems, and procedures for grants and procurement, including a review procedure,¹ referred to in Article 1.3 of the Special Conditions and which have been positively assessed in the ex-ante pillars assessment.

Furthermore, I confirm that I am not aware of any undisclosed matter which could harm the interests of the European Union.

[However, the following reservations should be noted:]².

<insert place and date>

.....
(signature)

<Insert forename and surname>

¹ Adapt if grants and/or procurement procedures is/are not the one(s) assessed by the Commission

² Option to be used in case of reservations.





EUROPEAN UNION
Delegation to Papua New Guinea
Head of Delegation

Port Moresby, 27 June 2021

Dirk Wagener
Resident Representative
United Nations Development Programme
Level 14, Kina Bank Haus, Douglas Street
Port Moresby, Papua New Guinea

Dear Mr. Wagener,

Subject: FED/2021/424-359 - Preventing and Countering Corruption in Papua New Guinea (PNG Anti-Corruption Project)

Please find enclosed three signed originals of the contract (contribution agreement) for the implementation of the action entitled *Preventing and Countering Corruption in Papua New Guinea (PNG Anti-Corruption Project)*.

Please countersign and date all three originals, initial all pages and return two (2) originals to the Delegation. The third original is for your records.

I take this opportunity to wish you a successful implementation of the Action.

Yours sincerely,


Jernej VIDETIČ
Ambassador

RECEIVED
27 JUL 2021
BY: 

Encl.: 3 originals of the signed contract

United Nations
Development Programme
Musgrave Street
P.O. Box 1041, Port Moresby
Papua New Guinea

Received 27/07/21 4pm 

**EUROPEAN UNION
CONTRIBUTION AGREEMENT**

FED/2021/424-359
(the "Agreement")

The European Union, represented by the European Commission (the “**Contracting Authority**”), first counterparty,

and

United Nations Development Programme (UNDP)
International Organisation
One UN Plaza
10017 – New York, USA

hereinafter the “**Organisation**”

and

United Nations Office On Drugs And Crime (UNODC)
International Organisation
Vienna International Centre
1400 – Vienna, Austria

as “**Partner**”

, second counterparty, (individually a "Party" and collectively the “Parties”) have agreed as follows:

SPECIAL CONDITIONS

Article 1 - Purpose

- 1.1 The purpose of this Agreement is to provide a financial contribution to finance the implementation of the action “Preventing and Countering Corruption in Papua New Guinea (PNG Anti-Corruption Project)” as described in Annex I (the “Action”). This Agreement establishes the rules for the implementation and for the payment of the EU Contribution, and defines the relations between the Organisation and the Contracting Authority.
- 1.2 The Action is fully financed by the EU Contribution.
- 1.3 In the performance of the activities, the Organisation (UNDP) shall:
- a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.
 - b) apply its own procurement procedures, as assessed in the ex-ante pillar assessment and its own rules for the award of Grants as assessed in the ex-ante pillar assessment.

In the performance of the activities, the Partner (UNODC) shall:

- a) apply its own accounting, internal control and audit systems which have been positively assessed in the ex-ante pillar assessment.
- b) apply rules for procurement procedures and the award of Grants that meet the conditions laid down in Articles 7.1.2 and 7.1.3 of these Special Conditions. Articles 7.1.2 and 7.1.3 of

these Special Conditions shall cease to apply as from the date on which the Commission notifies the Partner of the positive pillar-assessment of its own rules for procurement procedures and the award of Grants. In such case, the Partner shall apply its own rules for procurement procedures and the award of Grants as assessed in the pillar-assessment.

The Organisation and the Partner are free to use any Regulations and Rules which have not been subject to an ex-ante pillar assessment to the extent that these Regulations and Rules are not in conflict with the provisions of this Agreement.

- 1.4 The Action is financed under the 11th European Development Fund (EDF).
- 1.5 The Organisation shall provide a management declaration in accordance with Articles 3.10 of Annex II with every progress and final report.
- 1.6 This Agreement is subject to the provisions of the Financial and Administrative Framework Agreement ("FAFA") between the European Commission, on behalf of the European Union and the United Nations signed on 29 April 2003 as amended by Addendum No. 1, signed on 26 February 2014 and as adapted via an exchange of letters signed on 31 December 2018.

Article 2 - Entry into Force and Implementation Period

Entry into Force

- 2.1 The Agreement shall enter into force on the date when the last Party signs.

Implementation Period

- 2.2 The implementation period of the Agreement (the "Implementation Period") shall commence on: the day after the last Party signs.
- 2.3 The Implementation Period of the Agreement is 36 months.

Article 3 - Financing the Action

- 3.1 The total cost of the Action is estimated at USD 6,556,680 as set out in Annex III. The Contracting Authority undertakes to provide a contribution up to a maximum of EUR 5,400,000 which is estimated at USD 6,556,680¹ (the "EU Contribution").

The final amount will be established in accordance with Articles 18 to 20 of Annex II.

Remuneration

- 3.2 The remuneration of the Organisation by the Contracting Authority for the implementation of the activities to be implemented under this Agreement shall be 7% of the final amount of eligible direct costs of the Action to be reimbursed by the Contracting Authority.

Interest on pre-financing

- 3.3 Interest generated on pre-financing shall not be due.
- 3.4 A reserve for contingencies and/or possible fluctuations in exchange rates - not exceeding 5% of the direct eligible costs - may be included in Annex III to allow for adjustments necessary in the event of unforeseeable changes of circumstances on the ground. The reserve can be used only with the prior written authorisation of the Contracting Authority, upon a duly justified request from the Organisation.

Article 4 - Payment Arrangements and Reporting

¹ Exchange rate: Inforeuro rate (June 2021) 1 € = 1.2142 USD

- 4.1 The pre-financing rate is 100%.
- 4.2 Payments shall be made in accordance with Article 19 of Annex II. The following amounts are applicable, all subject to the provisions of Annex II:

First pre-financing instalment: USD 2,178,938

Further pre-financing instalment(s): USD 4,377,742 following the end of the 1st, 2nd, etc. reporting period, every 12 months as from the commencement of the implementation period, corresponding to the Contracting Authority's part of the forecast budget for the subsequent 12 months.

The sum of the payments in the accounting currency of the Organisation shall not exceed the total EU Contribution in EUR.

4.3 The Commission intends to progressively introduce an electronic exchange system for the e-management of contracts and agreements (the "System"). The Organisation will be required to register in and use the System to allow for the e-management of Contribution Agreements. The Commission will inform the Organisation in writing at least three months prior to the date of application of the individual components of the System.

As a first step, the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports. This part is now operational, i.e. the information to be provided in accordance with Article 3.7 b) of Annex II has to be processed via the System for all reports under this Agreement.

As a second step, all documents related to this Agreement (including reports, payment requests and formal amendments as per Article 11.1 of Annex II) will have to be processed via the System.

Article 5 – Communication language and contacts

- 5.1 All communications to the Contracting Authority in connection with the Agreement, including reports referred to in Article 3 of Annex II, shall be in English.
- 5.2 Subject to Article 4.3, any communication relating to the Agreement shall be in writing, shall state the Contracting Authority's contract number and the title of the Action, and shall be dispatched to the addresses below.
- 5.3 Subject to Article 4.3, any communication relating to the Agreement, including payment requests and attached reports, and requests for changes to bank account arrangements shall be sent to:

For the Contracting Authority

Head of Finance, Contracts and Audit
European Union Delegation to Papua New Guinea
6th Floor, BSP Haus, Harbour City, Port Moresby
P.O. Box 76, Port Moresby, Papua New Guinea

Copies of the documents referred to above, and correspondence of any other nature, shall be sent to:

Head of Cooperation
European Union Delegation to Papua New Guinea
6th Floor, BSP Haus, Harbour City, Port Moresby
P.O. Box 76, Port Moresby, Papua New Guinea

For the Organisation

Dirk Wagener

Resident Representative
United Nations Development Programme
Level 14, Kina Bank Haus, Douglas Street
Port Moresby, Papua New Guinea
Phone: +675 321 2877
Mobile: +675 7196 3600
Email: dirk.wagener@undp.org

- 5.4 Ordinary mail shall be deemed to have been received on the date on which it is officially registered at the address referred to above.
- 5.5 The contact point within the Organisation, which shall have the appropriate powers to cooperate directly with the European Anti-Fraud Office (OLAF) in order to facilitate the latter's operational activities shall be: Office of Audit and Investigations, Head of Investigation Section, United Nations Development Programme, One United Nations Plaza, DCI Building 4th Floor New York, NY 10017, USA.
- 5.6 All exchanges concerning the Early Detection and Exclusion System shall take place between the Contracting Authority and the authorised person designated by the Organisation, which is:
- Dirk Wagener, Resident Representative, United Nations Development Programme, Level 14, Kina Bank Haus, Douglas Street, Port Moresby, Papua New Guinea, Phone: +675 321 2877, Mobile: +675 7196 360, Email: dirk.wagener@undp.org.

Article 6 - Annexes

- 6.1 The following documents are annexed to these Special Conditions and form an integral part of the Agreement:
- Annex I: Description of the Action (including the Logical Framework of the Action)
 - Annex II: General Conditions for Contribution Agreements
 - Annex II.a: Provisions applicable only to Multi-Partner Contribution Agreements
 - Annex III: Budget for the Action
 - Annex IV: Financial Identification Form
 - Annex V: Standard Request for Payment
 - Annex VI: Communication and Visibility Plan
 - Annex VII: Management Declaration template
- 6.2 In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event of a conflict between the provisions of Annex II and those of the other Annexes, the provisions of Annex II shall take precedence.

Article 7 – Additional specific conditions applying to the Action

- 7.1 The following shall supplement Annex II:

For costs of a project office:

- 7.1.1 Where the implementation of the Action requires the setting up or the use of one or more project offices, the Organisation may declare as eligible direct costs the capitalised and operating costs of the structure if all the following conditions are fulfilled:
- a) They comply with the cost eligibility criteria referred to in Article 18.1 of Annex II;
 - b) They fall within one of the following categories:
 - i) costs of staff, including administration and management staff, directly assigned to the operations of the project office. The tasks listed in the Description of the Action (Annex I), undertaken by staff assigned to the project office will be directly attributable to the implementation of the Action.

- ii) travel and subsistence costs for staff and other persons directly assigned to the operations of the project office;
 - iii) depreciation costs, rental costs or lease of equipment and assets composing the project office.
 - iv) costs of maintenance and repair contracts specifically awarded for the operations of the project office;
 - v) costs of consumables and supplies specifically purchased for the operations of the project office;
 - vi) costs of IT and telecommunication services specifically purchased for the operations of the project office;
 - vii) costs of energy and water specifically supplied for the operations of the project office;
 - viii) costs of facility management contracts including security fees and insurance costs specifically awarded for the operations of the project office;
- c) Where costs of the project office are declared as actual costs, the Organisation declares as eligible only the portion of the capitalised and operating costs of project office that corresponds to the duration of the Action and the rate of actual use of the project office for the purposes of the Action;
- d) Costs of the project office not declared as actual costs are only eligible if they have been ex ante-assessed by the European Commission.

7.1.2 The Partner (UNODC) may award Procurement Contracts provided that the rules and procedures used meet the following conditions:

- a) they comply with the principle of broad competition of tenderers to obtain the best value for money and negotiated procedures are limited to reasonable amounts or are duly justified;
- b) they ensure transparency with adequate ex ante publication of calls for tenders;
- c) they ensure that tenders are evaluated according to pre-defined selection and award criteria for evaluation;
- d) they comply with the principles of proportionality and equal treatment;
- e) they prevent conflicts of interest throughout the entire procurement procedure;
- f) they apply appropriate review procedures and rules for recovering funds unduly paid.

7.1.3 The Partner (UNODC) may award Grants provided that the rules and procedures used meet the following conditions:

- a) they comply with the principles of proportionality and equal treatment;
- b) they ensure that costs are not financed twice for the same action implemented by a grant beneficiary (“non double funding principle”);
- c) they ensure that grants are not awarded for actions already completed and that grants may be awarded for an action that has already begun in duly justified cases or in the event of extreme urgency (“non retroactivity” principle);
- d) they ensure, that Grant Beneficiaries meet pre-defined eligibility and award criteria, and to a reasonable extent have sufficient financial and operational capacity, keep adequate records and are subject to checks and audit;
- e) they ensure transparency, with adequate publication of calls for proposals, direct award procedures being limited to reasonable amounts or being duly justified;
- f) they prevent conflicts of interest throughout the entire Grant award procedure;

- g) they ensure that Grant Agreements concluded by the Organisation include provisions ensuring that amounts declared by beneficiaries in their payment requests are necessary, justified, accurate, properly recorded and eligible in accordance with the conditions of the grant agreement, provisions on the reduction of the Grant, financial reporting, suspension and termination and recovery of funds.


7.1.4 The official launch of the project, with presence of both the Organisation and the Partner, will be held within 2 months from the entry into force of the Agreement.

Done in Papua New Guinea in three originals in the English language, two for the Contracting Authority and one for the Organisation. The Organisation also signs this Agreement on behalf of the Partner.

For the Organisation

Name **Dirk WAGENER**
Position **UNDP Resident Representative**
Signature 
Date **05/08/2021**

For the Contracting Authority

Name **Jernej VIDETIČ**
Position **Head of Delegation**
Signature 
Date **27/06/2021**