

MEMORANDUM OF UNDERSTANDING

Between

HUMAN AND HOPE ASSOCIATION INCORPORATED AUSTRALIA

2 Coombe St, Gawler East SA 5118

ABN: 89 880 631 615

and

HUMAN AND HOPE ASSOCIATION CAMBODIA

Sambour Village, Sambour Commune, Siem Reap 17258

NGO Registration: 632

Parties

The Parties to this Memorandum of Understanding (**MOU**) are as follows:

Human and Hope Association Incorporated Australia, 2 Coombe St, Gawler East SA 5118
(**HHA Australia**)

and

Human and Hope Association Cambodia, Sambour Village, Sambour Commune, Siem Reap
17258 (**HHA Cambodia**).

Recitals

- A. HHA Australia is a not for profit organisation that empowers communities to reduce inequalities.
- B. HHA Cambodia is a non-government organisation that empowers Cambodians to create sustainable futures for themselves.
- C. HHA Australia and HHA Cambodia intend to collaborate to co-deliver a number of educational, vocational training and community development projects in the Siem Reap area of Cambodia (**the Projects**).
- D. The Projects aim to address the root causes of poverty, quality of education and inequality, and will be implemented by local Cambodian staff.
- E. The purpose of this MOU is to define the roles and responsibilities of each Party in relation to the Projects.

Contents

Parties	2
Recitals	2
1. Term of this MOU.....	4
2. Termination of the Partnership Agreement	4
3. HHA Australia’s obligations	4
4. HHA Cambodia’s obligations	4
5. Financial and in-kind obligations.....	5
6. Financial records and audits.....	5
7. Procurement, use and disposal of assets and equipment	5
8. Applicable protocols and policies	6
9. Sub-contracting	6
10. Termination	7
11. Confidentiality.....	7
12. Privacy.....	8
13. Intellectual property	8
14. General	8
Attachment 1 Transfer of Funds Policy	10
Attachment 2 Child Protection Policy	12
Attachment 3 HHA Australia Declaration of Criminal Record	17
Attachment 4 Anti-Money Laundering and Counter-Terrorism Financing Policy	19
Attachment 5 Anti-Corruption Policy	21

1. Term of this MOU

- 1.1 The Parties agree that this MOU will commence on 1 July 2020 and run until the earlier of either:
- 1.1.1 the completion of the final Project; or
 - 1.1.2 termination in accordance with clause 10 of this MOU.

2. Termination of the Partnership Agreement

- 2.1 The Parties acknowledge and agree that the Partnership Agreement between the Parties dated 28 February 2016 is terminated from the date of commencement of this MOU, as specified in clause 1.1.
- 2.2 For clarification, any Projects that operate under the Partnership Agreement between the Parties dated 28 February 2016 will, from 1 July 2020, operate on the terms of this MOU. HHA Cambodia must provide assistance as reasonably requested by HHA Australia to deal with any transition issues.

3. HHA Australia's obligations

- 3.1 HHA Australia will:
- 3.1.1 raise (through public fundraising, grants, sales and private events) substantial funds required to complete the Projects (**Project Funds**);
 - 3.1.2 provide Project Funds to HHA Cambodia on the terms of this MOU;
 - 3.1.3 if possible, undertake a minimum of one in-country or one virtual monitoring visit per year to Cambodia; and
 - 3.1.4 advocate and raise awareness for a local approach to development.

4. HHA Cambodia's obligations

- 4.1 HHA Cambodia will:
- 4.1.1 be responsible for selection and implementation of the Projects (and any future projects);
 - 4.1.2 act as a project manager for the Projects (including but not limited to sourcing quotations for works, liaising with the community, local government and contractors, and facilitating payments to local contractors);
 - 4.1.3 provide monthly reports to HHA Australia detailing the progress of each Project, including in relation to any Projects specified in clause 2.2 above;
 - 4.1.4 receive the Project Funds, and maintain a bank account in Cambodia for the receipt and expenditure of those Project Funds (**Project Account**) and provide monthly reconciliation reports to HHA Australia for the Project Account;

- 4.1.5 communicate any issues related to the Projects (including but not limited to missed deadlines, health and safety issues or budget variations) to HHA Australia as soon as reasonably practicable; and
- 4.1.6 make any such co-funding contribution (by way of cash or in-kind contribution) towards a Project as agreed between the Parties in writing. Any co-funding contribution requirements for a Project must be agreed in writing before HHA Australia provides Project Funds.

5. Financial and in-kind obligations

- 5.1 HHA Cambodia may from time to time submit proposals for HHA Australia to provide Project Funds for Projects. In addition, HHA Australia may, from time to time, offer to provide Project Funds to HHA Cambodia for Projects.
- 5.2 HHA Australia will remit any approved Project Funds to HHA Cambodia in the amounts, and at the timing, approved by HHA Australia.
- 5.3 HHA Australia is not obliged to remit Project Funds, even if they are approved under this MOU, unless HHA Australia has, in its reasonable opinion, sufficient funds available to do so. HHA Australia will make any decision under this clause taking into account its operating and any other costs that need to be covered by the funds available to it.
- 5.4 HHA Australia may provide other in-kind contributions to a Project, if agreed by the Parties. This may include materials for use in a Project, such as sewing materials, books and computer equipment.

6. Financial records and audits

- 6.1 HHA Cambodia must keep accurate financial records so that the payments of Project Funds and expenditures made against those Funds under this MOU can be easily identified.
- 6.2 HHA Cambodia must maintain original books of account and other financial records for seven (7) years after the expiration or earlier termination of this MOU in accordance with clause 10.
- 6.3 HHA Australia may request in writing that HHA Cambodia provide copies of its financial records to HHA Australia on request.
- 6.4 HHA Cambodia must cooperate with, during the term of this MOU and for seven (7) years thereafter, HHA Australia and/or any person authorised by HHA Australia, in any:
 - 6.4.1 audit or review of books of account and other financial records relevant to this MOU; and
 - 6.4.2 other reasonable examinations or investigations arising from the Projects.

7. Procurement, use and disposal of assets and equipment

- 7.1 HHA Cambodia must carry out any procurement of assets and equipment required for a Project under the principles of best value for money, transparency, accountability, fair competition and equal treatment of suppliers.

- 7.2 HHA Cambodia must use any assets or equipment procured pursuant to this MOU solely for charitable purposes associated with the Projects.
- 7.3 Any unused assets or equipment held by HHA Cambodia at the conclusion of a Project must be donated in accordance with HHA Cambodia's constitution.

8. Applicable protocols and policies

- 8.1 HHA Cambodia must, and must ensure that its staff, volunteers, and consultants (**Personnel**), comply with any legislation, protocols, and policies, applicable to it, including in relation to:
- 8.1.1 child protection;
 - 8.1.2 anti-money laundering and counter-terrorism; and
 - 8.1.3 anti-corruption.
- 8.2 HHA Cambodia acknowledges that if it engages any partner organisation, contractor or consultant for or in connection with any Project (**Partner**), such an engagement of a Partner must not cause HHA Cambodia to be in breach of clause 8.1.
- 8.3 HHA Australia may request HHA Cambodia to provide it with information on, and documentation in relation to:
- 8.3.1 its compliance with clauses 8.1 and/or 8.2; or
 - 8.3.2 a Partner, including any engagement with that Partner.
- 8.4 HHA Cambodia must, within a time period acceptable to HHA Australia, provide the information and documentation requested under clause 8.3.
- 8.5 If HHA Australia becomes aware that HHA Cambodia is not compliant with clauses 8.1 and/or 8.2, HHA Australia may:
- 8.5.1 request HHA Cambodia to not engage, or, if necessary, terminate the engagement of, any Partner for or in connection with any Project; and/or
 - 8.5.2 not disburse any further Project Funds and request a refund of any Project Funds not expended.
- 8.6 HHA Cambodia must inform HHA Australia immediately if, during the term of this MOU, HHA Cambodia discovers any link between a Party and any organisation or individual, including any Partner or proposed Partner, associated with terrorism.
- 8.7 The Attachments to this MOU are not included as obligations that are legally enforceable under this MOU, and are provided for information purposes only.

9. Sub-contracting

- 9.1 HHA Cambodia must ensure that any Partner engaged to perform any part of HHA Cambodia's obligations under this MOU is subject to the terms and conditions of this MOU.

- 9.2 For the avoidance of doubt:
- 9.2.1 HHA Cambodia must ensure that any Partner it has engaged complies with all relevant clauses of this MOU; and
 - 9.2.2 subcontracting any part of HHA Cambodia's obligations to a Partner under this MOU will not relieve HHA Cambodia of its obligations under this MOU.

10. Termination

- 10.1 Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party.
- 10.2 On termination of this MOU:
 - 10.2.1 any uncommitted Project Funds must be returned by HHA Cambodia to HHA Australia within fourteen (14) days of the effective date of termination;
 - 10.2.2 each Party must return, or at the request of the other Party, destroy, all records, documents, information and files in its possession which belong to the other Party; and
 - 10.2.3 each Party must not record or keep a copy of any confidential information of the other Party in any form.

11. Confidentiality

- 11.1 The Parties acknowledge that in delivering the Projects, they may obtain access to, or become aware of, confidential information which is of commercial value to the other Party and which is owned by and will at all times remain the property of the other Party.
- 11.2 Each Party must:
 - 11.2.1 only use the confidential information of the other Party for the purposes of delivering, and only to the extent necessary to deliver, the Projects;
 - 11.2.2 not modify, reverse engineer or make copies, notes or records of the confidential information of the other Party for any purpose other than in connection with the delivering of the Projects;
 - 11.2.3 keep in the strictest confidence all confidential information of the other Party and not disclose to any person any confidential information of the other Party without the consent in writing of the other Party;
 - 11.2.4 not use any confidential information of the other Party for its own use or benefit or the use or benefit of any third party; and
 - 11.2.5 promptly, at the request of the other Party at any time, disclose and deliver up to the requesting Party, all confidential information of the other Party, including all copies in its possession, custody or control.

12. Privacy

12.1 HHA Cambodia must:

12.1.1 not conduct itself in a manner which would cause HHA Australia to be in breach of its obligations under the Australian *Privacy Act 1988* (Cth), including the Australian Privacy Principles, ; and

12.1.2 comply with any directions issued by HHA Australia in relation to the handling of “personal information”, including “sensitive information” (as defined in the Australian *Privacy Act 1988* (Cth)).

12.2 HHA Cambodia must ensure that its Personnel, and any Partners it engages, comply with this clause 12.

13. Intellectual property

13.1 The Parties agree that:

13.1.1 each Party retains ownership of the intellectual property it brings to a Project; and

13.1.2 ownership of any intellectual property or goodwill created during the term of this MOU will vest in the Party which initiated it.

14. General

14.1 The terms of this MOU may be varied by agreement in writing between the Parties.

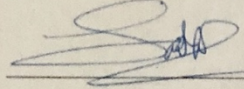
14.2 All provisions of this MOU are legally binding and must be construed and take effect in accordance with the law in force in New South Wales.

14.3 HHA Cambodia must comply with any applicable laws, including, without limitation, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-laws, ordinances or any other legislative or regulatory measures in force from time to time in Australia or, as applicable, overseas (including any amendment, modification or re-enactment of them).

14.4 This MOU constitutes the entire agreement between the Parties as to its subject matter and supersedes all earlier agreements, arrangements or understandings about that subject matter or any part or aspect of that subject matter.

Executed by the Parties:

On behalf of Human and Hope Association
Cambodia



Signature

Thai San

Name

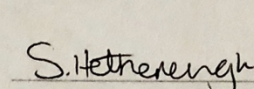
Managing Director

Title

20 July 2020

Date

On behalf of Human and Hope Association
Incorporated Australia



Signature

Sally Hetherington

Name

CEO

Title

21/7/2020

Date

This document is included for information purposes only. The obligations in it are not legally enforceable by HHA Cambodia.

Purpose of this Policy

This policy sets out Human and Hope Association Incorporated's (**HHA Australia**) commitment to mitigate against fraud, theft, misappropriation, money laundering and the misuse of funds and corruption in the transfer of funds to HHA Australia's partners and third parties (**Funds Misuse**).

A related policy to this policy is the Anti-Money Laundering and Counter-Terrorism Policy.

Scope of the Policy

This policy applies to all HHA Australia's personnel (being its Board Directors, employees, volunteers, partners, contractors and consultants).

1. Policy Statement

- (a) HHA Australia will promote and implement best practice principles and practices to safeguard against funds misuse.
- (b) This policy will be embedded within HHA Australia's organisational culture and practices. HHA Australia will create awareness in relation to counterterrorism by distributing and explaining this policy to relevant personnel.

2. Policy in Practice

- (a) Funds transfers may only be made to accounts with financial institutions which HHA Australia has confirmed as belonging to HHA Cambodia (who HHA Australia has appraised under its Anti-Money Laundering and Counter-Terrorism Policy). Under no circumstances will HHA Australia accept funds for or transfer funds to any third party who is not an approved partner.
- (b) HHA Australia will not use the accounts of its partners for any purpose other than what has been agreed with HHA Cambodia (that is, HHA Australia will not use a partner's account to forward funds to another party unless that has been agreed with HHA Australia's approved partners).
- (c) Each funds transfer to an approved partner must be initiated by the treasurer.
- (d) Proper records of all funds transfers will be maintained.
- (e) The President may implement additional requirements, processes and guidelines in furtherance of this policy.
- (f) In the event of any incident where there has been, or suspected to have been, non-compliance with this policy or HHA Australia's obligations under the law or any contract relating to funds misuse:
 - (i) personnel must inform the Board immediately; and
 - (ii) appropriate actions must be taken to address the incident including:
 - (A) immediate cessation or suspension of funding being provided (for example, to the relevant program or project);

- (B) investigation of the incident; and
- (C) notification to relevant authorities and to the other parties under the terms of a relevant contract (if and as required).

3. Monitoring and Review of Policy

- (a) The Board is responsible for reviewing this policy annually.
- (b) Where compliance issues are identified, the Board will receive and consider reports from HHA Australia personnel in Australia or Cambodia about the issues and work with HHA Australia personnel, as appropriate, to ensure that the issues are addressed promptly.
- (c) Any updates and revisions to this policy must be approved by the Board.

4. Revision History

Policy adopted 20 April 2019

Policy update on 12th May 2020

Attachment 1 Child Protection Policy

This document is included for information purposes only. The obligations in it are not legally enforceable by HHA Cambodia.

1. Introduction

The need to protect children is an issue for all communities. Children across the world are subjected to exploitation and abuse and experience sexual, physical and psychological violation. Many are forced into exploitative work, including commercial sexual exploitation.

Children who are exploited and abused experience a greater likelihood of long-term consequences, including mental health issues, reduced educational outcomes, drug and alcohol abuse and increased likelihood of coming into contact with the law. At its core, child exploitation and abuse undermine a child's right to grow up safely.

The UN Convention on the Rights of the Child states that:

- All children have equal rights to protection from abuse and exploitation
- Everybody has a responsibility to support the care and protection of children
- The duty bearers are accountable to eradicate child abuse

Based on the above guiding context and principles, Human and Hope Association Incorporated (**HHA Australia**) is committed to ensuring that all children involved in its projects are protected from any form of abuse.

1.1 Definitions

A child means every human being below the age of eighteen years.

A young adult means every human being between the age of eighteen and twenty-one years.

Child abuse means sexual abuse, emotional abuse, physical abuse, neglect or child labour.

Child Protection Policy is a statement of intent that demonstrates a commitment to safeguard children from harm and makes clear to all what is required in relation to the protection of children.

2. Policy

2.1 Statement of Commitment

As an association working with children, HHA Australia is committed to a strict child protection policy to ensure the children participating in its projects are not exposed to abuse, exploitation, violence or neglect.

The guidelines in this Child Protection Policy protect both children from abuse and adults from false accusation.

HHA Australia will, at all times:

- Respect the rights and dignity of the children, families and communities with whom we work.
- Demonstrate commitment to actively preventing child abuse.

- Take positive action to prevent child abusers becoming involved with HHA Australia in any way and take stringent measures against any HHA Australia associate who commits child abuse.
- Protect the names of the children in all publications

To ensure the above commitment HHA Australia will follow the:

- UN Convention on the Rights of the Child
- Cambodian Constitution
- Cambodian laws on child rights
- DFAT child protection policy

2.2 Persons Involved

This policy applies to all associates of HHA Australia:

- Board members
- Interns
- Volunteers
- Employees
- Prospective employees
- Consultants
- Contractors
- Partner association members and
- Visitors.

The term 'HHA Australia associates' will be used throughout this policy.

The HHA Australia CEO is responsible for

- the effective implementation of the Child Protection Policy
- ensuring the policy is understood by HHA Australia associates
- monitoring risks pertaining to children
- reviewing the policy in January each year and if needed make any necessary changes to the policy.

2.3 Guiding Principles

The policy is guided by the following principles:

Zero tolerance of child exploitation and abuse

HHA Australia does not tolerate child exploitation and abuse. Such action attracts criminal, civil and disciplinary sanctions. HHA Australia will not knowingly engage—directly or indirectly—anyone who poses an unacceptable risk to children. HHA Australia will not fund any individual or organisation that does not meet HHA Australia's child protection compliance standards in their operations and activities.

Recognition of the best interests of the child

Australia is a signatory to the United Nations Convention on the Rights of the Child, and HHA Australia is committed to upholding the rights and obligations under this convention. HHA Australia recognises that some children, such as those with disability and children living in areas impacted by disasters, are particularly vulnerable.

Sharing responsibility for child protection

To effectively manage risks to children, HHA Australia requires the commitment, support and cooperation of contractors and civil society organisations. They must meet the terms of this policy and will be held accountable, through contracts, audits and spot checks, for complying with it.

Risk management approach

While it is not possible to eliminate all risks of child exploitation and abuse, careful management can reduce the risks to children that may be associated with aid activities. These are identified during initial risk assessments and are managed for the duration of the activity.

3. Implementation

3.1 Recruitment

- Advertisements for job vacancies will make clear that HHA Australia is committed to child protection and that prospective employees' commitment to child protection is a condition of employment.
- All prospective HHA Australia associates will be informed of the Child Protection Policy at the start of any recruiting process.
- HHA Australia reserves the right to not offer or to terminate a contract if reference checks reveal that the person is not suitable to work with children for any reason that may put children at risk.
- The Child Protection Policy will be reviewed during new staff or long-term volunteer orientation.

3.2 Code of Conduct

This code of conduct gives guidelines for appropriate and proper behaviour for HHA Australia associates when interacting with children (and young adults).

- No child is to be taken away from HHA Australia by an associate without the knowledge and permission of the management team.
- No child is to be taken to any of HHA Australia associates' home, guesthouse, hotel or accommodation.
- No HHA Australia associate is permitted to socialise with the children outside the HHA Australia premises apart from a friendly conversation (Young adults can be met in a public place with the knowledge and permission of the management team).
- No presents of any kind are to be bought for the children without prior arrangement with the management team.
- HHA Australia associates are to not act in ways intended to shame, humiliate, belittle or degrade children.
- HHA Australia associates must display appropriate language, actions and relationships with children at all times. HHA Australia associates must ensure that language and behaviour at all times reflect appropriate adult-child relationships, which are respectful of and in line with Cambodian culture and customs.
- HHA Australia associates must not exert inappropriate physical force when dealing with children. This includes, but is not limited to, pushing, shoving, hitting, slapping or any other action that could cause fear, intimidation or distress.
- All activities with children must be conducted in locations where there is visual contact with outside. In cases where it is necessary to close a door for privacy, two adults must be present.
- Inappropriate conduct towards children, including failure to follow the behaviour standards stated above, is grounds for discipline, up to and including dismissal from employment, police notification and legal action.

- No students under the age of 18 can be added to a staff member's social media account, and the staff member must notify management if a student over the age of 18 is on their social media account under full disclosure.

4. Communications about Children

- All communications regarding children involved in HHA Cambodia's projects will ensure that the protection, privacy, dignity and best interests of the child are maintained.
- Children should be adequately clothed in photographs and not in poses that could be interpreted as sexually suggestive.
- Real names of vulnerable children should be changed and it should be indicated that they have been changed.
- All students must have their parent or guardian sign the 'HHA Photo Permission Form'.

5. Reporting and investigating abuse or suspected abuse

- Any HHA Australia associate who has knowledge of, suspects, or has witnessed a potential child protection issue should immediately report to the CEO or Managing Director.
- Failure to report suspected child abuse or misconduct may result in disciplinary action.
- On receipt of the report, the CEO and/or Managing Director will begin an internal investigation and where appropriate file a complaint with the relevant authorities.
- At the discretion of the CEO and/or Managing Director, a HHA Australia associate will be suspended during investigation. The associate will be informed that an allegation has been made against him/her and they will be given the opportunity to respond.
- The rights and welfare of the child is of prime importance to HHA Australia and therefore any investigation will respect the privacy and safety of the child and efforts will be made to make the investigation as child-friendly as possible.

6. Response to internal investigation

In the event an allegation is proven to be untrue, or even fabricated, appropriate steps will be taken for follow-up with the person who has been accused, the child, and the person who reported the incident. Efforts will be made to provide assistance to an associate accused of abuse including counselling or other appropriate forms of support

If abuse is proven by the investigation, every effort will be made to assist the child in coping with any physical or emotional trauma he or she may be experiencing. This may include medical treatment, psychological counselling or any other form of assistance deemed necessary and appropriate.

- If the investigation concludes that child abuse has occurred, HHA Australia staff will be subject to disciplinary action within HHA Australia, up to and including dismissal. Other HHA Australia associates will be removed with immediate effect.
- If the investigation concludes that abuse has occurred which is subject to criminal prosecution according to national laws, all findings will be reported to the relevant national police authorities and full cooperation afforded to them during an external investigation. If the accused is an expatriate or visitor, the relevant law enforcement authorities will also be informed with due regard given to the potential for extraterritorial proceedings by the expatriate's country of origin.
- In the event an associate is discharged for proven child abuse, HHA Australia will disclose such information as requested.

Revision History

Policy adopted 1st May 2019

Policy updated on 12th May 2020

Attachment 2 HHA Australia Declaration of Criminal Record

This document is included for information purposes only. The obligations in it are not legally enforceable by HHA Cambodia.

Declaration of criminal record

This form is to be completed by personnel where a clear police check cannot be obtained or results of a police check are unclear, particularly in situations where an urgent commencement date is necessary. It is only to be used in exceptional circumstances.

Personal details	
Name	
Role	

Please note that you are required to give details of all convictions and charges, including those pending.

Declaration	
Have you ever been charged or convicted of any offence?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details:	
Have you ever been dismissed from employment or had any disciplinary action taken against you which may be related to working with a child/children under 18 years of age?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If yes, provide details:	
Have you received any formal reprimands, final warnings or cautions from the police?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details:	
Is there any other information which may be relevant to your application? e.g. pending prosecutions.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide details:	

Acknowledgement			
<i>I acknowledge that this declaration is true and correct and I make it with the understanding that my contract will be terminated immediately if any details are incorrect or false.</i>			
Name			
Signature		Date	

Attachment 3 Anti-Money Laundering and Counter-Terrorism Financing Policy

This document is included for information purposes only. The obligations in it are not legally enforceable by HHA Cambodia.

Human and Hope Association Incorporated (**HHA Australia**) aims to prevent, detect and not knowingly facilitate money laundering and terrorism financing in line with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (the **Act**). In doing so, HHA Australia recognises the need to have adequate systems and controls in place to mitigate the risk of the organisation being used to facilitate financial crime.

Responsibilities

HHA Australia will ensure the risk of money laundering and terrorist financing is minimised through effective risk and compliance management activities. HHA Australia is committed to protecting funds and its reputation by ensuring that:

- HHA Australia adopts a risk-based preventive approach, adopting practices that identify, manage and mitigate money laundering and terrorism financing risk;
- transactions will be monitored for indicators of suspicious or unusual activity and reported internally and to the relevant law enforcement agency;
- records are maintained for the minimum prescribed period of seven (7) years;
- the HHA Australia Board of Directors is responsible for keeping informed of the requirements of the Act, the *Commonwealth Criminal Code Act 1995* (Cth) as they relate to anti-money laundering and counter-terrorism financing; and
- the HHA Australia Board of Directors is responsible for providing an annual self-certification on compliance with this policy.

All HHA Australia and partner staff should be suspicious of payments:

- from any organisation (e.g. an implementing partner or supplier) who wishes for the funds to be held in an HHA Australia bank account for any period of time and then returned to the implementing partner or supplier or passed to another organisation (known as conduit funding or channelling). This may arise in the context of reimbursement of funds paid to a supplier or implementing party or similar; or
- which has other unusual conditions attached; or
- which the person dealing with suspects may represent the proceeds of crime.

Other areas that all HHA Australia staff should consider as a risk are:

- entering partnership arrangements with organisations that may be fronts for criminal activities. It is important therefore to obtain referees and do due diligence before entering into significant relationships with new partners;
- use of an alternative banking system to move funds to areas of operation;
- use of conduits for funding (money held for the organisation in a conduit's name); and
- payment of facilitation charges in an area of operation where these amount to a private benefit rather than a lawful tax or duty.

Reporting

All detected or suspected events thought to be money laundering or financing terrorist activities are to be:

- reported to HHA Australia management and escalated to the HHA Australia Board of Director as necessary; and
- reported to the relevant authorities as required.

Monitoring and Review of Policy

- The HHA Australia Board of Directors is responsible for reviewing this policy annually (annually? Or once every two years? Could be helpful to specify a time to prevent the question “how often is ‘regularly’?”).
- Where compliance issues are identified, the HHA Australia Board of Directors will receive and consider reports from Human and Hope Association Cambodia (HHA Cambodia) personnel about the issues and work with HHA Cambodia personnel, as appropriate, to ensure that the issues are addressed promptly.
- Any updates and revisions to this policy must be approved by the HHA Australia Board of Directors.

Revision History

- Policy adopted 15th April 2019
- Policy updated on 12th May 2020

Attachment 4 Anti-Corruption Policy

This document is included for information purposes only. The obligations in it are not legally enforceable by HHA Cambodia.

Purpose and Scope

Human and Hope Association Incorporated (**HHA Australia**) maintains a 'zero tolerance' for corruption by putting in place preventative and detective measures to minimise its impact, treating all allegations seriously and responding appropriately to provide the highest levels of accountability to its stakeholders.

This policy applies to any actual or suspected corrupt activity (refer appendix), involving employees, officers, beneficiaries, volunteers, partners or other associated persons in Australia and in countries where HHA Australia carries out operational and funding activities. It is recognised that corruption is not solely limited to illegal acts such as bribery and fraud but also includes other activities which may not be illegal such as favouritism and conflicts of interest.

Policy Statements

1. Corruption risks **must** be included in all risk assessments.
2. Appropriate screening activities (refer appendix) **must** be carried out prior to establishing relationships with partners, beneficiaries, volunteers and employees and be updated at least every six months.
3. Program Managers **must** include in agreements a clause requiring partners to comply with this policy and report and act against any corrupt activities which occur in their organisation.
4. Activity **must** cease immediately and any suspected or detected corrupt activities reported. All illegal or criminal acts will also be reported to the appropriate authorities.
5. All complaints or allegations of corruption **must** be Investigated.
6. The Board and management **must** lead by example and ensure personnel and partners are aware of their obligations under this policy.

All breaches of this policy or where parties mislead or hinder investigations into potential violations must be reported to the HHA Australia Board and may result in disciplinary action and/or force of law.

HHA Australia is committed to ensuring all allegations are dealt with in a fair, transparent and open manner and that no one suffers any detrimental treatment for refusing to take part in corrupt activities, or because of reporting in good faith their suspicion that an actual or potential offence has taken place. In certain exceptional situations, it is possible that actions that might otherwise be contrary to this policy may need to be made to respond to immediate threats to staff safety and security. Where this is done, the breach must be reported as soon as possible.

Appendix – Examples of Corrupt Activities.

Corruption includes a broad range of activities, including but not limited to the following examples:

- Forgery or alteration of documents (cheques, bank statements, invoices, agreements, etc.) or bank accounts.
- Submitting or authorising incorrect timesheets and/or leave requests (e.g. annual, personal, carers or cultural leave).
- Misrepresentation of information in documents.
- Misappropriation of funds, supplies or assets.
- Theft, disappearance, or destruction of assets.
- Improprieties in the handling or reporting of money or financial transactions.
- Authorising or receiving payments for goods not received or services not performed.
- Authorising or receiving payment for hours not worked.
- Inappropriate use of HHA Australia's records and disclosing confidential and proprietary information to outside parties.
- Offering money, services, or other valuables to persuade another individual to do something in return.
- Where money (or other resources) are unlawfully demanded from another using force or the threat of force.
- An economic crime involving some form of deceit, trickery, or false pretence.
- The use of a person's position to favour friends or family over strangers.
- A conflict between private & public 'interests'.

Monitoring and Review of Policy

- The Board is responsible for reviewing this policy regularly.
- Where compliance issues are identified, the Board will receive and consider reports from HHA Australia personnel about the issues and work with HHA Australia personnel, as appropriate, to ensure that the issues are addressed promptly.
- Any updates and revisions to this policy must be approved by the Board.

Revision History

- Policy adopted 15th April 2019
- Policy updated on 12th May 2020