



Australian Government
AusAID



Partnership Framework

Between

The Government of Australia

and

**The United Nations Office for the Coordination of Humanitarian
Affairs**

Between: The Government of Australia as represented by the Minister for Foreign Affairs, acting through the Australian Agency for International Development hereinafter referred to as “AusAID”

And: The United Nations Office for the Coordination of Humanitarian Affairs hereinafter referred to as “OCHA”

Are hereinafter together referred to as “the Parties”

Intend to continue their cooperation in a more strategic and comprehensive manner based on the principles set forth in this Partnership Framework.

GUIDING PRINCIPLES

I

1. The parties mutually acknowledge their commitment to:
 - a. The alleviation of human suffering in disasters and emergencies particularly in the Asia Pacific and Africa.
 - b. The principles of the Paris Declaration on Aid Effectiveness.
 - c. The effective delivery of humanitarian action underpinned at all times by the principles of international humanitarian law.
 - d. The principles of Good Humanitarian Donorship.
 - e. Mutual support for each other to fulfill our respective roles in the delivery of humanitarian response.
 - f. Monitoring and evaluating the overall outcomes to which we have contributed.
 - g. Sharing lessons learned in humanitarian action to strengthen the quality and effectiveness of joint and separate activities.

SHARED OBJECTIVES

II

2. AusAID has identified OCHA as a key humanitarian partner with which to support its objective of assisting countries reduce poverty and achieve sustainable development. AusAID recognizes OCHA as a mandated and effective coordinator for humanitarian action, both within and beyond the United Nations. AusAID also values OCHA's role in assisting policy development and advocacy of humanitarian issues. It welcomes the humanitarian reform agenda being led by OCHA.
3. OCHA recognizes and values AusAID's particular interests and expertise in the Asia and Pacific and well as its support for principled humanitarian action, aid effectiveness and Good Humanitarian Donorship.
4. AusAID fully supports OCHA's strategic framework for 2007-09, including its goals and objectives.

Global

- a. Enabling a more rapid and effective response to humanitarian need through, among other things, improved coordination and a needs based approach to the allocation of humanitarian assistance.
- b. Continuing strategic dialogue and advocacy on emerging and priority issues including the humanitarian reform agenda, broader UN reform

efforts, transition, civilian-military interactions, and issues that fall across or outside of UN agency mandates such as protection and assistance to internally displaced persons.

Regional

- c. Supporting of countries and regional bodies in the Asia Pacific region in developing coherent regional and national approaches to disaster risk management that align with international disaster management guidelines and principles agreed by UN member states.
- d. Ensuring that an appropriate level of resources is effectively applied to humanitarian action in the Asia-Pacific region.
- e. Strengthening the role that OCHA plays in regional civilian - military and civilian - police coordination at the strategic and operational levels.
- f. Improving the effectiveness of humanitarian action in Africa.

Country level

- g. Strengthening program activities in target countries. Areas of potential activity include community resilience, improved governance within national disaster management agencies and education and awareness raising on a range of humanitarian and disaster management issues.
- h. Supporting the integration of disaster risk reduction strategies into UN and national planning.

5. These shared objectives will be achieved by:

- a. A commitment by AusAID to providing OCHA with an annual core financial contribution.
- b. Additional funding for OCHA country and regional programs on a case by case basis.
- c. Strengthened engagement between AusAID and OCHA's regional office in Bangkok and its sub-office in Suva.
- d. A commitment by AusAID to financial contributions to the Central Emergency Response Fund and to encouraging others to contribute.
- e. Staff exchanges. This may include secondments between AusAID and OCHA as well as greater use of Australian Youth Ambassadors by OCHA and is subject to consideration of administrative and personnel constraints.
- f. An ongoing commitment by AusAID to strategic engagement with OCHA through the OCHA Donor Support Group.

- g. Strengthened strategic dialogue between AusAID and OCHA on current and emerging humanitarian priorities including through annual high level consultations.

ANNUAL WORK PROGRAM III

- 6. The Parties will agree an annual work program informed by the shared objectives outlined in Section IV above as well by the Parties’ annual programming documentation.

DURATION IV

- 7. The Partnership Framework will be in force for a period of four (4) years, starting 1 January 2009.
- 8. This Partnership Framework will come into effect upon the date of the last signature on the two original copies. It will be automatically extended on an annual basis unless terminated by one of the Parties.

FINANCIAL CONTRIBUTIONS V

- 9. AusAID is committed to the provision of core funding to its main partners within the UN system. In light of the Australian Government’s commitment to continue increasing official development assistance (ODA) beyond 2010 so that it reaches the funding target of 0.5 per cent of gross national income (GNI) by 2015, and its commitment to supporting OCHA, AusAID will provide, subject to annual budgetary appropriations by the Australian Government, core funding for OCHA for 2009-11, as per the table below:

2009	AUD 5 million
2010	AUD 6 million
2011	AUD 7 million
2012	AUD 8 million

- 10. AusAID may, from time to time, make additional contributions to OCHA in accordance with available resources, as agreed on a case by case basis.
- 11. AusAID and OCHA reaffirm their commitment to the Central Emergency Response Fund as a valuable vehicle to provide more timely, more reliable and more accountable humanitarian assistance to victims of natural and man-made disasters.

- a. Subject to ongoing performance of the Central Emergency Response Fund, AusAID will continue to contribute to it financially
12. This Partnership Framework applies to all AusAID contributions to OCHA, unless otherwise indicated by AusAID, and accordingly sets out all terms and conditions applicable to such contributions. The terms and conditions for core and activity specific funding are found at Attachment A. The terms and conditions for AusAID contributions to the Central Emergency Response Fund are set out at Attachment B.
13. AusAID will provide this funding in the first quarter of each calendar year, with the first core payment disbursed in the first quarter of 2009.

EXCHANGING LETTERS VI

14. The funding mechanism will be exchanging letters by the Parties for core funding, as well as on a case by case basis for activity funding and CERF funding for administrative purposes. Such letters will be informed by the shared objectives outlined in Section II above as well by OCHA's annual programming and activity documentation as appropriate.
15. The letters may include funding advice, AusAID priorities from the OCHA annual work program, and as appropriate, activity specific details. The letters will also reference the relevant Terms and Conditions for the funding, as set out in the Attachment A or B.

REPORTING AND REVIEW VII

16. In respect to measuring the performance of OCHA and its programs, AusAID will rely principally on OCHA's own monitoring and evaluation systems, in particular, OCHA's annual report, which will include reporting on core performance indicators. AusAID will support OCHA's efforts to harmonize donor-reporting requirements.
17. The direct impact of OCHA's field performance will be assessed primarily through AusAID participation in joint field visits with OCHA.
18. Achievements and progress against the objectives of this Partnership Framework will be measured through regular dialogue, in particular through high level bilateral discussions between AusAID and OCHA. AusAID and OCHA will aim to hold these discussions once a year at a mutually arranged date and place.
19. A joint evaluation of the Partnership Framework will be conducted approximately twelve months before its end to determine its value and impact.

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AMENDMENT

VIII

20. This Partnership Framework may be modified in writing with the consent of AusAID and OCHA.

DISPUTE RESOLUTION

IX

21. Any disputes arising over the interpretation or application of this Partnership Framework will be resolved through mutual discussion and conciliation.
22. This Partnership Framework is not an international treaty. It is an administrative arrangement between the Government of Australia and the United Nations Office for the Coordination of Humanitarian Affairs, called a Partnership Framework.

TERMINATION

X

23. This Partnership Framework will terminate by mutual arrangement between both parties subject to written notice given three months in advance. Upon termination, any unused portion of the contribution other than those irrevocably committed in good faith before the date of termination and those agreed between the two parties as being required to finalize activities shall be returned to AusAID.

ATTACHMENTS

XI

23. The following attachments form part of this Framework:

Attachment A

Terms and conditions for core funding and activity funding

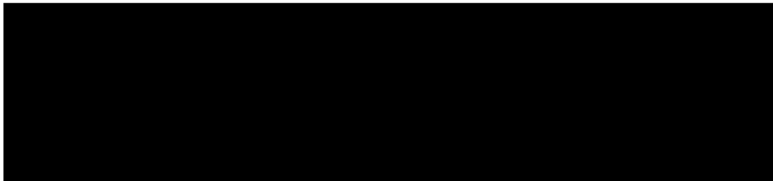
SIGNED in duplicate at Canberra.....on the 1st.....day of December.....2008.



Bruce Davis,
Director General

For the Australian Agency for
International Development

SIGNED in duplicate at New York.....on the 5th.....day of December.....2008.



John Holmes,
Undersecretary General

For the United Nations
Office for the Coordination
of Humanitarian Affairs



ATTACHMENT A: TERMS AND CONDITIONS FOR ANNUAL CORE FUNDING AND FUNDING FOR SPECIFIC ACTIVITIES BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE UNITED NATIONS OFFICE FOR THE COORDINATION OF HUMANITARIAN AFFAIRS

FUNDING AND PAYMENT

1. Subject to the terms of this Agreement, funding for Activities, as agreed between AusAID and OCHA, will be transferred to the Organisation within 30 days of signature by AusAID of a letter of advice to OCHA.

REPORTING

2. Consistent with reporting provisions of the AusAID – OCHA Partnership Framework (Section VI), AusAID accept OCHA’s own monitoring and evaluation systems, in particular the Organisation’s annual report, which will include reporting on program performance indicators. However, AusAID may request additional reporting for individual project. Any reporting will be specified in AusAID’s letter of advice.
3. Financial statements will be subject to the internal and external auditing procedures laid down in the UN rules and regulations applicable to the Organisation.

FUNDING CONDITIONS

4. For all activities funded by AusAID, Organisation agrees to the following provisions:
5. The Organisation must carry out the Activities in accordance with the Activity Proposals as set out in OCHA’s annual appeal, Consolidated Appeals Process (CAP), CAP Humanitarian appeal (CHAP), or individual project document submitted to AusAID by OCHA.
6. The Organisation must commence, or have commenced, the Activity on the date of signature AusAID’s letter of advice to OCHA (“Agreement Start Date”) and must conclude within the agreed timeframe.
7. The Organisation will be responsible for implantation of the Project and will enter into such arrangements with other donors and partners as is necessary to ensure the successful implantation of the Project.
8. The Organisation must advise AusAID immediately of any significant difficulties or delays in implementation of the Activities.
9. The Organisation will acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
10. The bank account used by the Organisation must be in the name of the Organisation (not a personal bank account).

11. The Funds must be used diligently and for the sole purpose of the Activities outlined in OCHA's annual appeal, CAPs or CHAPs or the individual project document submitted to AusAID by OCHA.. The Funds and any interest earned must be used in accordance with the UN rules and regulations.
12. The Organisation will acknowledge AusAID funding assistance where appropriate and advise AusAID of matters relating to any publicity and media relations.
13. The Organisation must obtain written approval from AusAID prior to any substantive changes in the Activities or expenditure of the Organisation for which the Funds are to be utilised.
14. The Organisation shall grant donor representative(s) access to project site(s) with the full concurrence of the recipient government to conduct familiarisation and support evaluation of the partnership. AusAID will give the Organisation at least two weeks notice prior to commencing such a visit.
15. If the Organisation:
 - a. fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activities and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
 - b. assigns its interest in this Agreement without the consent in writing of AusAID; or
 - c. breaches any term of this proposal and such breach has not been remedied within the time stipulated in a written request from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights, except for funds committed by the Organisation in good faith.

16. In addition, either party may terminate this Agreement by giving to the other a Notice of Intention to Terminate in writing stating the reasons for termination. In the event of termination, the Organisation must provide a statement of expenditure of the Funds, signed by the Head of the Organisation or an appropriate delegate, and return any unspent Funds to AusAID within 30 days.
17. No later than twenty-eight (28) days after receipt of a Notice of Intention to Terminate, the parties shall meet to fully co-operate in a joint determination of the following:
 - a. the date of termination;
 - b. the appropriate method and manner for effecting the necessary winding-up of the Activities;
 - c. a reconciliation of the funds supplied by AusAID and an identification of any interest earned thereon as at the date of termination;
 - d. the extent of AusAID's financial responsibilities, within the amount of the Funding at the date of termination;

- e. any issues arising from the termination of concern to AusAID with regard to its relationship with a recipient government; and
 - f. other matters which arise as a consequence of the termination.
18. In the event that a Notice of Intention to Terminate is given by either party the Organisation must:
- a. forthwith do everything possible to prevent or mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall terminate its role in the Activities in a prompt and orderly manner; and
19. In the event that a Notice of Intention to Terminate is given by either party AusAID shall:
- a. if so determined as provided above, provide such funds as may be agreed as necessary to meet existing financial commitments and obligations; and
 - b. not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to you under this Agreement, together would exceed the amount of the grant.
20. The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.

COUNTER-TERRORISM PROVISIONS

21. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both AusAID and the Organisation are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of AusAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, the Organisation undertakes to use all reasonable efforts to ensure that none of the Contribution is used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, the Organisation discovers a link with any organisation or individual associated with terrorism it must inform AusAID immediately.

FRAUD

22. For the purpose of this clause, 'fraudulent activity' or 'fraud' means: Dishonestly obtaining a benefit by deception or other means.
- a. OCHA will not engage in any fraudulent activity. OCHA is responsible for preventing and detecting fraud.
 - b. OCHA will report in writing within 5 working days to AusAID any detected, suspected, or attempted fraudulent activity involving the Activity.

ANTI CORRUPTION

23. OCHA will not make or cause to be made, nor will OCHA receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the execution of the Activity. In addition,

OCHA will not bribe public officials and will use its best endeavours to ensure that all contractors comply with this provision.

OTHER PROVISIONS

24. No delay, neglect or forbearance by either party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that party.
25. Variations of this Agreement shall be made in writing and signed by both parties.
26. Nothing in or relating to this Agreement shall be deemed a waiver, express or implicit, of any of the privileges and immunities of the Organisation, whether under the Convention of the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.
27. Any differences or dispute arising between the parties concerning the interpretation or implementation of these arrangements shall be settled amicably between them either by negotiation or by any other non-judicial means including arbitration, as agreed upon by both parties hereto.
28. The grant by AusAID to the Organisation for these Activities does not entitle the Organisation to any other or further grant.
29. An Activity may be modified, extended or amended only in writing, signed by both Parties, each of which shall give full and sympathetic consideration to any proposal to modify or amend.
30. Notices will be deemed to be effective as follows: in the case of personal delivery, on delivery; in the case of registered mail; seven (7) days; and in the case of facsimiles, twenty four (24) hours following confirmed transmission.
31. Any notice, request or consent required or permitted to be given or made pursuant to this Agreement shall be in writing, and addressed and sent by registered mail, or facsimile to such Party as follows: