



**Australian Government**  
**AusAID**



**Strategic Partnership Agreement  
Between**

**The Australian Government  
(AusAID)**

**and**

**The World Food Programme  
(WFP)**

**2009-2013**

**Between:** the Government of Australia as represented by the Ministry for Foreign Affairs and Trade , acting through the Australian Agency for International Development hereinafter referred to as “AusAID”.

**And:** The United Nations World Food Programme, hereinafter referred to as “WFP”.

**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 Strategic Partnership Agreement.

## **GUIDING PRINCIPLES**

### **I**

1. The Parties mutually acknowledge their commitment to:
  - a) The alleviation of human suffering in disasters and emergencies, protracted crises and other situations marked by food insecurity, particularly to assist the most vulnerable and poor populations in the Asia Pacific and Africa.
  - b) The delivery of effective humanitarian action underpinned at all times by the principles of international humanitarian law.
  - c) The principles of Good Humanitarian Donorship.
  - d) The advancement of gender equality.
  - e) The Millennium Development Goals.
  - f) Delivery of effective aid in line with the principles of the Paris Declaration on Aid Effectiveness and the Accra Agenda for Action.
  - g) Mutual support for each other to fulfill their respective roles in disaster preparedness and delivery of humanitarian response.
  - h) Monitoring and evaluating the overall outcomes to which we have contributed.
  - i) Sharing lessons learned in humanitarian action to strengthen the quality and effectiveness of joint and separate activities.
  - j) Child protection, including AusAID’s Child Protection Policy and relevant international declarations, conventions and agreements, including the Secretary-General’s Bulletin: *Special Measures for Protection from Sexual Exploitation and Sexual Abuse* (ST/SGB/2003/13).

## **SHARED OBJECTIVES**

### **II**

2. AusAID has identified WFP as a key humanitarian partner with which to support its objectives of assisting countries reduce poverty and achieve the Millennium Development Goals (particularly MDG 1: Eradicate Extreme Poverty and Hunger and MDG 2: Achieve Universal Primary Education) and other internationally agreed development targets. AusAID

recognises WFP as the world's largest humanitarian agency and the United Nations frontline agency in the fight against hunger, which is mandated to conduct food assistance activities to ensure access to adequate nutrition for the world's most vulnerable populations. AusAID also values WFP's role in assisting policy development and advocacy on food aid, food assistance and food security issues. WFP recognises and values AusAID's particular interests and expertise in the Asia and Pacific regions as well as its support for principled humanitarian action, aid effectiveness and Good Humanitarian Donorship, particularly ensuring adequate, predictable and flexible funding; and involvement of beneficiaries in the design, implementation monitoring and evaluation of responses.

3. AusAID fully supports WFP's dual mandate to save lives in emergency situations and help build capacity to help prevent hunger in the future. AusAID therefore supports WFP's overarching approach, goals and objectives as outlined in WFP's Strategic Plan for 2008-2011:

- to save lives and protect livelihoods in humanitarian emergencies;
- to prevent acute hunger and invest in disaster preparedness and mitigation measures;
- to restore and rebuild lives and livelihoods in post-conflict, post-disaster and transition situations;
- to reduce chronic hunger and under-nutrition;
- to strengthen the capacity of countries to reduce hunger through hand-over strategies and local purchase.

The Parties agree to the following shared objectives:

#### Global

- a) Enable a more rapid and effective response to humanitarian needs through, among other things, continuing a needs-based approach to the provision of assistance and pursuing improved coordination. In particular, AusAID will support WFP's efforts to strengthen partnerships with UN (particularly Rome-based) and non-UN humanitarian agencies, the Red Cross, and country partners for improved coordination, accountability and impact.
- b) Support WFP's advancement of specific humanitarian reform objectives. This will particularly focus on WFP's role in advocating for adequate, timely and flexible humanitarian financing; mainstreaming of WFP's role as cluster lead in Logistics and Emergency Telecommunications; and strengthening UN system-wide reform of staff security.
- c) Support the advancement of gender equality and the empowerment of women, particularly to negotiate and decide the use of food, in the implementation of its relief and recovery and development activities, in line with the UN system-wide policy on gender equity and WFP's own gender policy. AusAID will also encourage full implementation of UNSCR 1325.
- d) Place food assistance within the context of the broader food security agenda to strengthen the role and impact of food coordination and action; maximise collaborative efforts of UN and non-UN agencies in addressing chronic hunger and food security; ensure careful transition planning and hand-over/exit strategies; improve the capacity to respond effectively to future humanitarian and emergency crises; and restore or improve pre-crisis living conditions through livelihood recovery activities.

### Regional

- e) Support countries and, consistent with existing mandates, regional bodies in the Asia Pacific region in developing coherent regional and national approaches to food security that align with international guidelines and principles agreed by UN member states.
- f) Advocate for an appropriate level of donor and government resources to be effectively applied to food assistance in the Asia-Pacific region, and for the human resources capacity necessary to effectively deliver and monitor such assistance to be in place at country and regional level.
- g) Strengthen the role that WFP plays in regional emergency preparedness and response.
- h) Strive to improve the effectiveness of food assistance in the African region, in partnership with relevant regional bodies (eg the African Union, NEPAD and AGRA).

### Country level

- i) Strengthen program activities in key countries, consistent with Australia's development objectives.
- j) Support local procurement of commodities and services, whenever possible and according to approved guidelines and policies.
- k) Support the integration of gender equality, nutritional, health and livelihoods outcomes into UN and national-level planning.

## **PARTNERSHIP IMPLEMENTATION III**

- 4. AusAID and WFP will pursue this strengthened partnership through a variety of mechanisms including:
  - a) Australia's continued membership on the WFP Executive Board. Australia will use its Executive Board membership to take an active and constructive role in the governance of WFP. At other times it will participate actively within relevant coordination processes associated with the WFP Executive Board.
  - b) Day-to-day interaction with WFP Headquarters via the Australian Embassy in Rome. This relationship will be maintained by means of focal points within AusAID. AusAID will also seek to ensure a coherent approach to WFP across all of AusAID.
  - c) Regular high level consultations and opportunities for field visits. Both organisations agree to meet regularly at the Executive level to:
    - i. Review implementation of this Strategic Partnership Agreement;
    - ii. Identify ways to minimise risks to achieving partnership commitments;
    - iii. Review the appropriateness of the strategic objectives and partnership commitments and determine whether changes should be made to these objectives/commitments; and
    - iv. Set priorities and a work program for joint work in the coming year.

- d) At the regional level, both parties recognise the utility of ensuring HQ-level support and participation in the 'Asia Region WFP-AusAID Dialogue' held annually in Bangkok. Interaction with the WFP Asia Regional Bureau will remain the responsibility of the AusAID Regional Office at the Australian Embassy in Bangkok.
- e) Without prejudice to each party's respective discretion and internal rules and regulations, the parties will consider, as and when appropriate, staff exchange, including the placement of Australians (including Australian Youth Ambassadors) in WFP Country Offices and Regional Bureaux, and the secondment of WFP staff to AusAID offices/programs.
- f) Improved harmonisation of AusAID and WFP programs, including the development of joint strategies or approaches where appropriate.
- g) Increased advocacy by AusAID among other WFP Executive Board members for improving predictability and flexibility of funding to increase WFP's effectiveness.
- h) Acknowledging the important contribution that effective communication and public diplomacy can make to building public support for the partnership and capitalise on opportunities which contribute to achieving the outcomes of the collaboration. AusAID is committed to building public awareness and understanding of the international development assistance and the Australian Government's aid program. Through appropriate parts of its program of communications and partnership activities, public awareness and understanding of AusAID's work with WFP can be achieved. With a view to ensuring that Australia's support receives the public recognition and visibility it deserves at home and in partner countries, WFP also undertakes, whenever practical and where resources and capacity allow, to maximise the visibility of AusAID's contributions through activities such as press conferences, news releases, op ed pieces, video footage, still photographs and multimedia exposure on WFP's website. In addition, all commodities financed by Australia under this Agreement, from whatever source, will be clearly badged / marked "Gift of Australia" to identify Australian support. This however does not apply to Australian contributions to the Immediate Response Account.

#### **DURATION**

#### **IV**

5. This Strategic Partnership Agreement will take effect on 26 October 2009 and will continue in operation until 31 December 2013 unless terminated by one of the Parties.

#### **FINANCIAL CONTRIBUTIONS**

#### **V**

6. AusAID is committed to the provision of a level of multi-year predictable 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 a funding target of 0.5 per cent of gross national income (GNI) by 2015, AusAID will seek to provide resources to WFP, consistent with average historic levels, and comprising (i) multi-year multilateral funding; (ii) multi-year funding for school feeding; and (iii) additional contributions, as per paragraphs 7 and 8.
7. AusAID will provide, subject to annual budgetary appropriations by the Australian Government, regular multi-year funding for WFP for 2010 until 2013. This is to be

allotted/paid by 31 July and used (i) as a **multilateral contribution** where and when needed, including for emergencies, to enable WFP to maintain its global presence; and (ii) for **school feeding**. Annual contributions are summarized in the table below:

Calendar Year	Multilateral Contribution (AUD)	School Feeding (AUD)
2010	35 million	10 million
2011	35 million	10 million
2012	35 million	10 million
2013	35 million	10 million
<b>Total</b>	<b>140 million</b>	<b>40 million</b>

8. Recognising that historically, total annual contributions to WFP have tended to exceed regular multi-year funding contributions, AusAID will seek, subject to available resources, to provide additional contributions, as agreed on a case by case basis.
9. Financial assistance by AusAID to activities undertaken by WFP shall, unless otherwise agreed, be in accordance with WFP Rules and Regulations (WFP General Regulations and Rules, WFP Financial Regulations and/or WFP Resources & Long-term Financing Policies, as applicable). AusAID and WFP will ensure that the contributions provided satisfy the requirement of full cost recovery in accordance with WFP General Rule XIII.4 (a).
10. AusAID and WFP will make specific arrangements for additional contributions for each project and activity. AusAID will commit to the financing thereof by entering into a subsidiary arrangement in accordance with the template contained in Annex A. WFP will submit estimates for financing including the expected quantity and type of commodity to be purchased with the Australian funding as well as estimated commodity costs and associated costs.
11. This Strategic Partnership Agreement applies to all AusAID contributions to WFP, unless otherwise indicated by AusAID, and accordingly sets out all terms and conditions applicable to such contributions.
12. AusAID will provide this funding each year into the following account:
 

CITIBANK, N.A.  
 Foro Buonaparte 16,  
 20121 Milan, Italy  
 WFP account number: 1112282/056  
 SWIFT code CITIITMX  
 IBAN IT7710356601600001112282056
13. Any balances above USD 50,000 remaining unexpended upon completion of all commitments incurred by a specific contribution shall be reallocated to the subsequent phase of the given operation, or if no subsequent phase exists, reallocated to WFP's Immediate Response Account (IRA) subject to written confirmation by AusAID. Accrued interests that may generate from funds received but not required immediately will be accounted for in accordance with the WFP Rules and Regulations.

## **FRAUD**

## **VI**

14. The Parties recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end WFP will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in its Staff Regulations and Rules and the Financial Regulations and Rules, including regarding procurement.
15. Without prejudice to WFP's internal regulations, rules, policies and procedures and its privileges and immunities, if it is agreed among the Donor and WFP that there is evidence of improper use of the Donor's funds, WFP will promptly inform the Donor of the incident and the steps that WFP intends to take in response to the incident. WFP will use its best efforts, consistent with its regulations, rules, policies and procedures to recover any funds misused. WFP will, credit any funds so recovered to the Fund Account or agree with the Donor to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Fund/Programme Account, the Donor will consult with a view to promptly resolving the matter.

## **REPORTING AND REVIEW**

## **VII**

16. WFP shall maintain appropriate accounting records in accordance with WFP Rules and Regulations in respect of the receipt and utilisation of each AusAID contribution. WFP shall provide AusAID with Standard Project Reports (SPRs) for regular WFP projects and financial reports for Trust Funds and Bilateral projects.
17. In respect to measuring the performance of WFP and its programs, AusAID will rely principally on WFP's own monitoring and evaluation systems, in particular WFP's Annual Performance Report which will include reporting on core performance indicators; and WFP's own evaluation activities, including strategic, country-level and single-operation evaluations. AusAID supports the conduct of evaluations by WFP's Office of Evaluation or jointly by WFP's Office of Evaluation with the evaluation offices of other organisations.
18. AusAID and WFP will monitor implementation of the program of work from the headquarters level via the Australian Embassy in Rome and through dialogue and partnership at the regional and country level. Information from these different sources will provide material to inform AusAID's participation in the Executive Board.
19. The direct impact of WFP's field performance will be assessed primarily through AusAID participation in joint field visits with WFP and participation in joint Board visits where possible.
20. AusAID will also participate in multi-donor assessments of WFP performance via membership of the Multilateral Organisations Performance Assessment Network (MOPAN) and other means, as appropriate. Under the terms of this Strategic Partnership Agreement WFP will agree to cooperate with such multi-donor assessment exercises as are agreed with partners. AusAID will also support WFP's efforts to harmonise donor-reporting requirements.
21. Achievement and progress against the objectives of this Strategic Partnership Agreement will be measured through regular dialogue, in particular through high level bilateral discussions

between AusAID and WFP. AusAID and WFP will aim to hold these discussions on a regular basis at a mutually arranged date and place.

22. AusAID and WFP will review this Strategic Partnership Agreement prior to the conclusion of the WFP Strategic Plan, and at any other time mutually agreed by both organisations.
23. A joint internal review of the Strategic Partnership Agreement will be conducted approximately six months before its end date to determine its value, effectiveness and impact.

#### **AMENDMENT**

#### **VIII**

24. This Strategic Partnership Agreement may be modified in writing with the consent of AusAID and WFP.

#### **DISPUTE RESOLUTION**

#### **IX**

25. Any disputes arising over the interpretation or application of this Strategic Partnership Agreement will be resolved through mutual discussion and conciliation.
26. This Strategic Partnership Agreement is not an international treaty. It is an administrative arrangement between the Government of Australia and the United Nations World Food Programme, called a Strategic Partnership Agreement.

#### **TERMINATION**

#### **X**

27. This Strategic Partnership Agreement will be terminated 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 Parties as being required to finalise activities shall be returned to AusAID.

#### **PRIVILEGES AND IMMUNITIES**

#### **XI**

28. Nothing in or relating to this Strategic Partnership Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **ATTACHMENTS**

#### **XII**

29. The following attachments form part of this Agreement:

A- Example of a Subsidiary Arrangement.

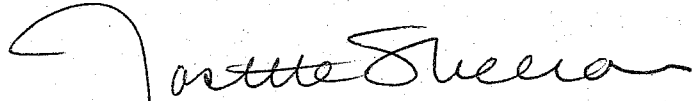


Signed in duplicate at Australia.... on the 26<sup>th</sup> day of October.... 2009



The Hon. Stephen Smith MP  
Minister for Foreign Affairs

For the Australian Government



Ms Joette Sheeran  
Executive Director

For the World Food Programme



**Australian Government**

**AusAID**

## **ANNEX A: SUBSIDIARY ARRANGEMENT**

### **SUBSIDIARY ARRANGEMENT FOR ASSISTANCE TO WFP FOR \*\* OPERATION: “[PROJECT]”.**

#### **SECTION ONE**

In pursuance to the Framework signed between the Government of Australia as represented by the Minister for Foreign Affairs, acting through the Australian Agency for International Development (AusAID) and the World Food Programme (WFP) dated \*\* October 2009 (the Framework), AusAID will make available a contribution of **Australian Dollars \$ xxxxxxxx** to **“WFP OPERATION REFERENCE NUMBER: TITLE OF WFP PROJECT”**. This contribution is to be used for the purchase of food commodities and for other direct operational costs, the direct support costs, and the relevant indirect costs. The terms of the Agreement shall apply to the contribution in accordance with the provisions of the Agreement, except as otherwise provided herein.

#### **SECTION TWO**

The contribution is for:

1. the Direct Operational Costs, consisting of:
  - (a) the local, regional or international purchase of approximately **{Tonnes and Commodity}**;
  - (b) Transport, Storage and Handling to be effected by WFP;
2. relevant Direct Support Costs;
3. relevant Indirect Support Costs associated with this operation

The cost estimate for this Subsidiary Arrangement is based on the information in the proposal provided by WFP dated dd/mm/yy.

#### **SECTION THREE**

The funds will be fully utilized by WFP in accordance with the provisions of the Framework and this Subsidiary Arrangement.

#### **SECTION FOUR**

In accordance with Section V.10 of the Agreement, WFP will advise AusAID of all commodity purchases, from whatever source, which are funded under this Agreement, together with advice about the expected delivery date of such commodities.

In accordance with Section VI.14 of the Agreement, WFP will provide AusAID, Canberra with advice that the standard donor report has been completed for the operation.

#### **SECTION FIVE**

In accordance with Section VI 14 to 18 of the Agreement, WFP will provide due notice to AusAID, Canberra of the projected date(s) for review mission(s) and will notify posted

officers, as specified by AusAID, of the opportunities for on site distribution monitoring visits.

#### SECTION SIX

Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the donor and the recipient are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the donor 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 recipient undertakes to use all reasonable efforts to ensure that none of the donor funds provided under this grant agreement are used to provide support to individuals or entities associated with terrorism. If, during the course of this Agreement, the recipient discovers a link with any organization or individual associated with terrorism it must inform the donor immediately.

#### SECTION SEVEN

WFP agrees that WFP and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent and / or Corrupt Activity. WFP is responsible for preventing and detecting Fraud.

#### SECTION EIGHT

If, at any time, either party determines that the purposes of this Subsidiary Agreement can no longer be effectively or appropriately carried out or if the Agreement is terminated, this Subsidiary Agreement may be terminated at the initiative of either party by giving the other party one month written notice to this effect.

#### SECTION NINE

This Subsidiary Agreement shall, upon your confirmation in the manner indicated below, constitute an agreement between AusAID and WFP.

\_\_\_\_\_  
AusAID Delegate

Date: \_\_\_\_\_

Confirmed and agreed:  
**World Food Programme**

\_\_\_\_\_  
Authorised Representative

Date: \_\_\_\_\_  
CRN: AUL \_\_\_\_\_