

s 33(a)(iii), s 33(b) - this page, together with the following pages (2 to 6) are exempt and have been removed.

s 33(a)(iii), s 33(b)

s 22(1)(a)(ii)

s 33(a)(iii), s 33(b)

s 33(a)(iii), s 33(b) - this page, together with following pages (12 to 13) are exempt and have been removed.

GRANT ARRANGEMENT

BETWEEN

THE GOVERNMENT OF AUSTRALIA
represented by the Department of Foreign Affairs and Trade
(DFAT)

and

**THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE
REFUGEES IN THE NEAR EAST (UNRWA)**

FOR

**FUNDING TO THE UNRWA OCCUPIED PALESTINIAN TERRITORIES (OPTs)
FLASH APPEAL 24 April 2024)**

DFAT ARRANGEMENT NUMBER 79086

GRANT ARRANGEMENT

THIS GRANT ARRANGEMENT expresses the understandings of the Government of Australia (represented by the Department of Foreign Affairs and Trade) (hereinafter referred to as “DFAT”) and the United Nations Relief and Works Agency for Palestine Refugees in the Near East (hereinafter referred to as “UNRWA”) (collectively referred to as “the Partners”) regarding the provision of grant funding by DFAT to UNRWA for DFAT support to UNRWA’s Updated Occupied Palestinian Territories Flash Appeal (24 April 2024, or its agreed successor) (hereinafter referred to as the “Program”) as further described and detailed in the OPT Flash Appeal dated 24 April 2024 at Annex 1 to this Arrangement (hereinafter referred to as the “Program Proposal”).

1. Objectives

The objective of the Program is to provide emergency humanitarian assistance through UNRWA’s Updated OPT Flash Appeal – April 2024.

UNRWA and DFAT are firmly committed to ensuring that no funding or support is provided to support any terrorist activity. The Government of Australia seeks to ensure that none of its funds are used, directly or indirectly to support individuals, organisations or entities associated with terrorism. UNRWA acknowledges that under Australian law Hamas and Palestinian Islamic Jihad are listed terrorist organisations. DFAT acknowledges that UNRWA complies with United Nations Security Council resolutions on the prevention of and combat against terrorism and terrorism financing.

2. Duration of DFAT Support to the Program

- (a) DFAT support for the Program will commence by 17 May 2024 (hereinafter referred to as the “Commencement Date”).
- (b) DFAT support for the Program will continue until no later than 9 May 2025 (hereinafter referred to as the “Completion Date”) unless otherwise mutually determined by the Partners in writing.
- (c) UNRWA will inform DFAT in writing when the Program has been completed.

3. Governance and Strategic Engagement

DFAT and UNRWA may pursue this Arrangement through a variety of mechanisms, including:

- (a) Australia’s continued commitment to and constructive participation on the UNRWA Advisory Commission (AdCom), and its associated coordination and governance processes, including the Sub-Committee (SubCom) and the Harmonized Results Working Group.

- (b) Regular interaction with UNRWA headquarters through both the Australian Representative Office in Ramallah and DFAT Canberra. This relationship will be maintained by contact representatives in DFAT and UNRWA to ensure a consistent and coherent approach.
- (c) Senior-level dialogue to communicate strategic priorities and review implementation, performance and objectives of this Arrangement.
- (d) Engagement, dialogue and partnership at the regional and country levels.
- (e) Joint field visits, including visits to UNRWA operations funded by Australia.

4. Periodic Performance Assessment

Australia is a member of UNRWA's AdCom and SubCom and will support ongoing efforts to strengthen UNRWA's overall governance and performance. Subject to the Single Audit Principle and UNRWA's regulatory framework, UNRWA performance against this arrangement will be assessed periodically by DFAT through Multilateral Performance Reports, Partnership Performance Assessments or other processes, as well as strategic dialogues.

5. Contact Representatives

The contact representatives for each of the Partners will be:

For the Government of Australia:

(represented by the Department of Foreign Affairs and Trade (DFAT))

Contact Representatives:

Name: **Marc Innes-Brown**
Position/Section: First Assistant Secretary
Middle East and Africa Division
Address: RG Casey Building, John McEwan Crescent, Barton,
ACT, 0221, Australia
Telephone: [REDACTED]
Email: [REDACTED]

Name: [REDACTED]
Position/Section: Assistant Director, Middle East Branch
Address: RG Casey Building, John McEwan Crescent,
Barton, ACT, 0221, Australia
Telephone: [REDACTED]
Email: [REDACTED]

or other contact representative(s) and details as DFAT may notify to UNRWA in writing.

DFAT ARRANGEMENT NUMBER 79086

For UNRWA:**Contact Representative(s):**

Name: [REDACTED]
 Position: Director of Partnerships
 Address: UNRWA HQ, Sheikh Jarrah P.O Box 19149 Jerusalem
 Telephone: [REDACTED]
 Email: [REDACTED]

Name: [REDACTED]
 Position: Donor Relations Officer
 Address: UNRWA HQ, Sheikh Jarrah P.O Box 19149 Jerusalem
 Telephone: [REDACTED]
 Email: [REDACTED]

or other contact representative(s) and details as UNRWA may notify to DFAT in writing.

6. The Contribution

- (a) DFAT will contribute to UNRWA a total amount of up to \$6 million Australian dollars (hereinafter referred to as “the Contribution”) in accordance with the payment schedule outlined below and other requirements set out in this paragraph:

Table 1: Payment Schedule

Indicative Date	Tranche Number	Amount (AUD)
17 May 2024	1	\$2 million
20 June 2024	2	\$4 million
TOTAL CONTRIBUTION AMOUNT		\$6 million

- (b) DFAT will pay tranches on or around the indicative dates set out above, subject to DFAT receiving a payment request from UNRWA.
- i. Tranche Number 1 will be paid by DFAT within thirty days of the signing of this Arrangement.
 - ii. Tranche Number 2 will be paid, based on DFAT’s assessment of the adequacy of UNRWA’s Agency-wide Action Plan that responds to the recommendations of the Independent Review of UNRWA’s Neutrality (the Colonna Review). This Action Plan will detail monitoring and compliance against UNRWA’s own obligations, and actions taken to further ensure UNRWA’s independence.

- (c) When DFAT has accepted the requirements outlined for each tranche above, and on receipt of a request for payment, DFAT will deposit the relevant tranche payment from the Contribution into the following bank account:

Account:	[REDACTED]
Beneficiary Bank:	Bank Austria
Clearing number:	N/A
Currency:	AUD
Swift Code:	[REDACTED]
IBAN:	[REDACTED]

- (d) UNRWA will immediately acknowledge to DFAT in writing receipt of each tranche payment from the Contribution.
- (e) Payment of each tranche payment from the Contribution will be subject to DFAT's budget allocation and the aid priorities of the Australian Government.
- (f) UNRWA will submit to DFAT a request for payment of each tranche from the Contribution when due in accordance with this Arrangement, in a form identifying the Arrangement title, the Arrangement number and the Payment Event number(s) notified by DFAT.
- (g) All requests for payment will be made to:

Chief Finance Officer
Department of Foreign Affairs and Trade
R.G. Casey Building
John McEwen Crescent
Barton ACT 0221
AUSTRALIA

- (h) Requests for payment should be sent to the above address. Alternatively, DFAT will accept electronic requests for payment. These can be sent to: accounts.payable@dfat.gov.au and should also be copied to the DFAT contact representative/s specified in this Arrangement.

7. Administration and Utilisation of the Contribution and Implementation of the Program

UNRWA will ensure that funding under this Arrangement is restricted to purchasing only the following:

- (a) dignity kits;
- (b) shelter kits

UNRWA will also ensure that it will:

- (a) administer the Contribution and the Program in accordance with the Regulations, Rules, administrative issuances, policies and procedures of UNRWA, as amended from time to time (collectively the “UNRWA Regulatory Framework”), including but not limited to those relating to procurement, anti-corruption, counter terrorism, neutrality, prevention, detection and investigation of fraud and recovery of funds the subject of fraud;
- (b) maintain a sound administrative and financial management system capable of verifying financial statements;
- (c) keep proper detailed accounts and records and asset registers and adequate program records, providing clear audit trails in relation to expenditure of the Contribution;
- (d) use the Contribution as outlined in the Program Proposal and this Arrangement;
- (e) use any interest income earned on and attributable to the Contribution in accordance with UNRWA’s regulations, rules, policies and procedures;
- (f) ensure that any part of the Contribution and any interest earned on or attributable to the Contribution that has not been expended on or committed for expenditure to the Program prior to the Completion Date will be refunded to DFAT;
- (g) immediately inform DFAT of any circumstance which may interfere with or threaten to materially impact on the standing or reputation of UNRWA; and

If, following consultation with UNRWA, DFAT is of the view that:

- (h) the Contribution has not been used as outlined in the program, or in a manner consistent with the provisions of this Arrangement, or if DFAT is of the view that changes have occurred that could negatively affect the purpose for which the Contribution has or will be provided, DFAT may:
 - i. withhold or suspend any further payments to UNRWA, until DFAT is of the view that the issue has been satisfactorily resolved;
 - ii. reclaim all or part of the Contribution already paid to UNRWA that has not been disbursed or irrevocably committed by UNRWA in accordance with this Arrangement; and/or
 - iii. terminate this Arrangement (in which case the paragraph headed ‘Termination’ will apply).

8. Program Planning

UNRWA will provide DFAT with the latest version of the relevant flash appeal within which the funding will be administered as earmarked funds for agreed activities previously stated in section 7.

9. Program Reporting

UNRWA will provide DFAT with the following in relation to the Contribution and in accordance with the following timeframes:

- (a) Prior to payment of Tranche Number 1, confirmation of the measures being used to manage risk associated with the Flash Appeal and this Arrangement.
- (b) Within 30 days of the Commencement Date, UNRWA's Fraud and Corruption Policy, and confirmation that UNRWA has in place:
 - i. appropriate fraud and corruption prevention, detection and response arrangements;
 - ii. appropriate fraud and corruption governance arrangements including designated officers responsible for fraud and corruption arrangements; and
 - iii. appropriate fraud and corruption reporting arrangements to donors.
- (c) Within 30 days of the Commencement Date and quarterly thereafter, UNRWA's Agency-wide Action Plan that responds to the recommendations of the Independent Review of UNRWA's Neutrality (the Colonna Review). This Action Plan will detail monitoring and compliance against UNRWA's own obligations and actions taken to further ensure UNRWA's independence.
- (d) Narrative reporting will be covered as part of the general reporting on the Flash Appeal from UNRWA.

10. Financial Reporting

- (a) UNRWA will provide DFAT with a financial report, within 60 days of the Completion Date or any earlier termination of this Arrangement, a financial statement covering the period from the Commencement Date to the Completion Date, certified by UNRWA's Director of Finance.

11. Neutrality

- (a) DFAT notes UNRWA's commitment to strict adherence to the four UN Values of humanity, impartiality, neutrality, and independence. UNRWA commits to upholding all provisions of its Neutrality Framework and related regulatory documents pertaining to UNRWA operations and staff conduct.

- (b) UNRWA commits to promptly and in any event within 7 days, report allegations of violations of provisions and instruments of the UNRWA Regulatory Framework that are aimed at ensuring neutrality where there is prima facie evidence of misconduct credible enough to warrant an investigation and address any substantiated violations in line with UNRWA's Regulatory Framework, taking appropriate remedial action in a timely way.
- (c) Without limiting sub-paragraphs 11(a)-(b), UNRWA will ensure that rules, policies, and mechanisms are in place to help ensure that its personnel:
- i. do not undertake social media activity endorsing any terrorist, or terrorist activity of any organization, **or** organizations that seek to incite violence, intolerance and discrimination. To this end, UNRWA's social media policy reminds personnel that "personal social media communications must conform with the United Nations humanitarian principles of humanity, neutrality, impartiality, and independence as well as UNRWA's core values of integrity, professionalism and respect for diversity. Any comments or statements posted by personnel on personal social media must also be consistent with respect for universal human rights, the dignity and worth of the human person, and must not discriminate against any individual or group of individuals or promote intolerance or violence";
 - ii. do not promote incitement to violence or terrorism in the provision of education, including via the use of inappropriate teaching materials; and
 - iii. do not use UNRWA' installations or assets (including its premises, facilities or equipment) for anything other than UNRWA's exclusive official purposes or permit UNRWA's installations or assets to be used in any way by unauthorised third parties, and monitor UNRWA's installations or assets by conducting quarterly integrated assessments by appropriately skilled personnel.
- (d) UNRWA will share digital staff lists, including ID numbers and functional titles, with Australia or any Member State upon request.
- (e) UNRWA will undertake periodical checks of all staff members, non-staff personnel, and contractors against the United Nations Security Council Consolidated List (as amended from time to time).

12. Sanctions and Counter-Terrorism

- (a) UNRWA will not provide funds to third parties, whether entities, individuals or groups of individuals, included in the United Nations Security Council Consolidated List.

- (b) UNRWA recognises that Australia implements UNSC Resolution 1373 (2001) counter-terrorism financing sanctions through Part 4 of the *Charter of the United Nations Act 1945*, maintains autonomous country-specific and thematic sanctions frameworks, and has other prohibitions on directly or indirectly funding terrorism and persons and organisations associated with terrorism¹ (Australia's restrictive measures).
- (c) In accordance with the UNRWA Regulatory Framework and subject to UNRWA's privileges and immunities under the 1946 Convention on the Privileges and Immunities of the United Nations, UNRWA will cooperate with DFAT in its assessment as to whether third parties, be they entities, individuals or groups of individuals, selected by UNRWA to be recipients of funds in connection with the implementation of this Arrangement, fall within the scope of Australia's restrictive measures.
- (d) UNRWA will provide DFAT with a list of third-party downstream partners selected by UNRWA prior to finalising any agreement with selected third parties. The third-party list will contain the name of the third party and country of registration. UNRWA may update the third-party list at any time by notice in writing.
- (e) Should DFAT become aware that any proposed recipient would fall within the scope of Australia's restrictive measures, DFAT will inform UNRWA within five working days following the receipt of the third-party list (or updates) and UNRWA will not provide Australian funding to that recipient. DFAT and UNRWA will then discuss potential remedial measures, including the reallocation or return of Australian funding.
- (f) UNRWA commits to take all possible measures to ensure that DFAT funds transferred to UNRWA in accordance with this Arrangement are not provided to, or otherwise used to provide assistance or support to terrorists or terrorist activity of any organisation.
- (g) UNRWA will take measures to ensure its personnel do not provide funding, material or any other support to any terrorist organisation, or otherwise in support of terrorism; and do not use or deal with the assets of, or make an asset available to, terrorists or terrorist activity of any organisation. UNRWA will immediately, and in any event within 48 hours, inform Australia if, during the term of this Arrangement, UNRWA determines that any such funds have been so used.
- (h) UNRWA will immediately, and in any event within 48 hours, inform Australia where there is prima facie evidence of misconduct credible enough to warrant an investigation that indicates that its personnel have not complied with any of the requirements of this paragraph 12 (Sanctions and Counter-Terrorism).

¹ Australia prohibits the funding of terrorist organisations, including those organisations listed at <https://www.nationalsecurity.gov.au/what-australia-is-doing-terrorist-organisations-listed-terrorist-organisations>.

13. Anti-Corruption

- (a) DFAT and UNRWA are committed to preventing and detecting corruption and bribery. UNRWA will make reasonable efforts to ensure that its personnel or entities engaged by it do not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration, activity or benefit of any kind, which would or could be construed as illegal or corrupt conduct, either directly or indirectly to any partner, as an inducement or reward in relation to the implementation of this Arrangement or any arrangement or provision of funds in relation to its operations. DFAT recognises that UNRWA operates under UNRWA's Anti-Fraud and Anti-Corruption Policy.
- (b) UNRWA will ensure that any third-party arrangements entered into for the purpose of this Arrangement include appropriate provisions to address this paragraph 13 (Anti-corruption).
- (c) UNRWA agrees that it will promptly, and in any event within 7 days, notify DFAT of all allegations that warrant investigation of corrupt conduct or bribery of which it has been informed or has otherwise become aware, provided that such notification would not jeopardize the proper conduct of any investigation or the safety, security, and due process rights of any concerned persons. In such a case, UNRWA will provide de-identified reports regarding the allegations.
- (d) As appropriate, UNRWA will keep DFAT informed of the progress and outcome of investigations into allegations of Corrupt Conduct involving any activities funded in whole or in part under the Arrangement without undue delay, as well as, on request, provide information on the status of actions undertaken, including where relevant, details of any recovery of funds, to the extent that providing such information does not, in the opinion of UNRWA, jeopardize any further action contemplated by the United Nations in relation to such allegations or compromise the safety, security, and due process rights of any concerned persons.
- (e) Where an investigation has concluded that corrupt conduct has occurred, UNRWA will:
- i. use reasonable efforts to recover any part of the funds, which UNRWA has established on the basis of the investigation as having been lost as a result of the corrupt conduct;
 - ii. unless deemed inappropriate by the United Nations, refer the matter to the appropriate Member State authorities; and
 - iii. if requested by DFAT, reimburse any part of the funds misappropriated through corrupt conduct that is recovered by UNRWA, or credit it to a mutually agreed activity or, where such funds are not recovered negotiate on a mutually agreeable solution.

- (f) Any information or documentation provided in accordance with these provisions will be treated by DFAT with the utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. DFAT will presume information or documentation to be confidential, will ensure that information or documentation provided to DFAT will be available solely to those who strictly require access to such information or documentation.

14. Fraud Control

- (a) DFAT and UNRWA are committed to preventing and detecting fraud. UNRWA will make reasonable efforts to prevent and detect fraud in respect of funds provided under this Arrangement.
- (b) UNRWA must ensure that any third-party arrangements entered into for the purpose of this Arrangement includes appropriate provisions to address this paragraph 14 (Fraud Control).
- (c) UNRWA agrees that it will promptly, and in any event within 7 days, notify DFAT of allegations that warrant investigation of fraud in relation to this Arrangement, provided that such notification would not jeopardize the proper conduct of any investigation or the safety, security, and due process rights of any concerned persons. In such a case, UNRWA will provide de-identified reports regarding the allegations.
- (d) As appropriate, UNRWA will keep DFAT informed of the progress and outcome of investigations into allegations of fraud involving any activities funded in whole or in part under the Arrangement without undue delay, as well as, on request, provide information on the status of actions undertaken, including where relevant, details of any recovery of funds, to the extent that providing such information does not, in the opinion of UNRWA, jeopardize any further action contemplated by the United Nations in relation to such allegations or compromise the safety, security, and due process rights of any concerned persons.
- (e) Where an investigation has concluded that fraud has occurred, UNRWA will:
- i. use reasonable efforts to recover any part of the funds, which UNRWA has established on the basis of the investigation as having been lost as a result of the fraud;
 - ii. unless deemed inappropriate by the United Nations, refer the matter to the appropriate Member State authorities; and
 - iii. if requested by DFAT, reimburse any part of the funds misappropriated through fraudulent activities that is recovered by UNRWA, or credit it to a mutually agreed activity or, where such funds are not recovered negotiate on a mutually agreeable solution.

- (f) Any information or documentation provided in accordance with these provisions will be treated by DFAT with the utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. DFAT will presume information or documentation to be confidential and will ensure that information or documentation provided to DFAT will be available solely to those who strictly require access to such information or documentation.

15. Delivery chain risk-mapping

- (a) UNRWA will take ownership to maintain an up-to-date and accurate record of all downstream partners, entities, and contractors in receipt of DFAT resources. This forms the basis of the delivery chain risk map which should demonstrate the flow of funds from the initial source to end beneficiaries, and the risks along the chain. This record should include confirmation from UNRWA that they have carried out due diligence on all its downstream partners as per the UNRWA Regulatory Framework.
- (b) The delivery chain risk map should be updated regularly by UNRWA and when there are material changes to the risk assessment associated with this Arrangement or to any delivery partner(s) in the chain.
- (c) UNRWA will provide DFAT as a minimum, an update on the delivery chain risk map within 7 days of finalising the agreement with selected third party suppliers promptly following disbursement.

16. Procurement

Where the Contribution is used for procurement, UNRWA will ensure that:

- (a) the procurement is undertaken according to the UNRWA Procurement Manual, dated 1 November 2021, and as updated from time to time;
- (b) the procurement is undertaken in a manner that achieves value for money;
- (c) the procurement is undertaken consistent with UNRWA's commitments in line with UNRWA's Regulatory Framework ;
- (d) the procurement promotes the use of resources in an efficient, economical, effective and ethical manner; and
- (e) decisions regarding the procurement are made in an accountable and transparent manner.

17. Responsibility

UNRWA is solely accountable for compliance with the provisions of this Arrangement including where UNRWA engages any downstream partner(s) or entities. UNRWA will

reflect substantially equivalent provisions to those in this Arrangement as necessary in any arrangement(s) with any downstream partner(s) or entities to ensure both UNRWA and downstream partner(s) or entities are compliant with the provisions of this Arrangement.

18. Transparency

- (a) DFAT and UNRWA are committed to principles of transparency. In this regard, UNRWA will apply the UNRWA Regulatory Framework (including, but not limited to, UNRWA's Data Protection and Disclosure Policy) and Australia will apply DFAT's Public Statement on Transparency relating to their respective actions and operations.
- (b) DFAT will periodically publish information about work under this Arrangement that is publicly available on its website. This will include information about UNRWA's policies, plans, processes, the results of UNRWA's programs of cooperation and Australia's evaluations of UNRWA's performance. Australia and UNRWA will not publish or release information regarded as sensitive (for example, fraud or corruption matters) or pertaining to internal processes and policies of UNRWA or labelled by UNRWA as confidential, without prior consultation with the other Partner.

19. Environmental and Social Safeguards

UNRWA takes note of the DFAT's Environmental and Social Safeguard Policy (version 1.4. of March 2019). The protection of the environment as well as children, vulnerable and disadvantaged groups, and everyone's health and safety are important for UNRWA. Furthermore, UNRWA is committed to avoiding the displacement and resettlement of indigenous peoples. Therefore, UNRWA follows a do no harm approach, identifies, assesses and manages environmental and social impacts of its actions, engages effectively with stakeholders, works effectively with partners, and promotes improved environmental and social outcomes. To this effect, UNRWA will follow, inter alia, its Environmental Sustainability Policy and its Environmental and Social Management Framework.

20. Child Protection

- (a) Both DFAT and UNRWA reaffirm their commitment to the principles of the International Convention on the Rights of the Child (20 November 1989), the Optional Protocol to the Convention on the Involvement of Children in Armed Conflict (25 May 2000) and the Optional Protocol on the Sale of Children, Child Prostitution and Child Pornography (25 May 2000).
- (b) Both DFAT and UNRWA will take all reasonable and adequate steps to ensure that no personnel involved with DFAT funded activities are directly or indirectly associated with child exploitation or abuse contrary to the provisions of the Convention on the Rights of the Child and the Optional Protocols signed. Both Partners undertake to protect children from abuse and exploitation of all kinds. This includes, without limitation, the exploitation of children by armed groups.

- (c) If, during the term of this Arrangement, UNRWA discovers an organisation or individual involved in the delivery of UNRWA services is associated with child exploitation or abuse, it will inform DFAT through existing mechanisms. Where an incident would have a significant impact on the partnership between the UNRWA and Australia, UNRWA will promptly notify childwelfare@dfat.gov.au of the report and provide information containing the level of detail that UNRWA is aware of, in accordance with UNRWA's rules on confidentiality and subject to not compromising the integrity or proper conduct of the investigation and the safety, security, and due process rights of any concerned persons. UNRWA undertakes to take timely action, including investigation and response in accordance with the UNRWA Regulatory Framework.

21. Audit

- (a) UNRWA will maintain appropriate accounting and financial records in accordance with the UNRWA Regulatory Framework in respect of the receipt, and management of the contributions.
- (b) UNRWA will be audited in accordance with the UN Financial Regulations and the UNRWA Financial Regulations. All financial transactions and related activities covered by the UN Financial Regulations and the UNRWA Financial Regulations will be subject to audit by internal auditors of the Department of Internal Oversight Services and the United Nations Board of Auditors.
- (c) UNRWA's annual financial statements as audited and reported upon by the UN Board of Auditors to the General Assembly, together with the Report of the Board of Auditors are published on the UN Board of Auditors' website (<https://www.un.org/en/auditors/board/auditors-reports.shtml>).
- (d) DFAT and its authorised representatives may, in accordance with procedures agreed with UNRWA, review and inspect UNRWA's financial records which relate to this Arrangement. UNRWA will provide adequate facilities for review of its financial records pertaining to this Arrangement at all reasonable times and allow copies and extracts to be taken.

22. Due Diligence

- (a) In accordance with the UNRWA Regulatory Framework, UNRWA will undertake suitable due diligence and take the necessary steps to assess the internal controls and systems of any person, organisation, company or other third-party downstream partners engaged as part of this Arrangement. UNRWA will remain accountable to DFAT for the effective management of risks associated with the use of downstream partners under this Arrangement.

23. Prevention of Sexual Exploitation, Abuse (SEA) and Harassment

UNRWA will adhere to the following requirements:

(a) Sexual exploitation and abuse (as defined in UNSG Bulletin ST/SGB/2003/13)

- i. Australia and UNRWA have a zero tolerance for inaction approach to tackling sexual exploitation and abuse (“SEA”).² This means UNRWA and its downstream partners will take all reasonable steps to prevent SEA by both its employees and any downstream partner and respond appropriately when reports of SEA arise, in accordance with their regulations, rules, policies and procedures.
- ii. Unless inconsistent with a specific regulation, rule, policy or procedure governing UNRWA, UNRWA will apply the Inter Agency Standing Committee (IASC) Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:
 - a. adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;
 - b. a victim/survivor-centred approach³ to SEA issues;
 - c. strong leadership and signalling on tackling SEA;
 - d. make all reasonable efforts to address gender inequality and other power imbalances;
 - e. reporting to enhance accountability and transparency; and
 - f. ensure that SEA standards from this arrangement are reflected in funding templates with downstream partners, by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.

(b) Sexual harassment

- i. Australia and UNRWA have a zero tolerance for inaction approach to tackling sexual harassment (“SH”).⁴ This means UNRWA will take all reasonable steps

² See UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse

³ A victim/survivor centred-approach is one for which the victim survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving Implementing Partners, the victim/survivor should be informed, consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim/survivor and/or handling information regarding the allegation will maintain confidentiality, ensure safety of the victim/survivor, and apply victim/survivor-centred principles which are safety, confidentiality, respect, and non-discrimination. When the victim/survivor is a child, the approach will consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

⁴ See the UN System Model Policy on Sexual Harassment and the UN Secretary-General’s Bulletin ST/SGB/2014/8 for the uniform definition of sexual harassment in the UN System.

to prevent SH and respond appropriately when reports of SH arise, in accordance with its regulations, rules, policies and procedures.

- ii. Unless inconsistent with a specific regulation, rule, policy or procedure governing UNRWA, UNRWA will apply the following principles and practices when implementing the activities under this arrangement:
 - a. a victim/survivor-centred approach to SH issues;
 - b. strong leadership and signalling on tackling SH;
 - c. make all reasonable efforts to address gender inequality and other power imbalances; and
 - d. reporting to enhance accountability and transparency.

(c) Allegations of sexual exploitation and abuse

- i. UNRWA will promptly report all allegations of SEA credible enough to warrant an investigation through the Secretary-General's reporting mechanism (the "Report").
- ii. When UNRWA reports an allegation of SEA to, or becomes aware of an allegation reported through, the Report that is (i) directly related to the activities funded by this arrangement or, (ii) would have a significant impact on the partnership between UNRWA and Australia, UNRWA will promptly notify SEAH.Reports@dfat.gov.au of the report made and the relevant arrangement number, if applicable and provide information containing the level of detail that UNRWA is aware of.
- iii. Upon request from Australia, UNRWA will provide further available relevant information UNRWA is aware of for allegations notified under sub-paragraph 23(a)(ii) including about subsequent measures taken by UNRWA unless disclosure of such information would be inconsistent with UNRWAs rules, policies and procedures concerning disclosure of information.

(d) Allegations of sexual harassment

- i. UNRWA will report allegations of sexual harassment and measures taken through existing reporting mechanisms.
- ii. Where UNRWA has determined that the allegations would have a significant impact on the partnership between the UNRWA and Australia, UNRWA will promptly notify SEAH.Reports@dfat.gov.au and provide information containing the level of detail of the existing reporting mechanisms.
- iii. Upon request from Australia, UNRWA will provide further available relevant information, that UNRWA is aware of unless disclosure of such information

would be inconsistent with UNRWA's regulations, rules, policies and procedures concerning disclosure of information.

- iv. It is understood and accepted that UNRWA's arrangement to report on SEA and SH will be performed in accordance with UNRWA's regulations, rules, policies and procedures, including its rules on confidentiality, and is subject to not compromising the safety, security, privacy and due process rights of any concerned persons.
- v. When UNRWA becomes aware of reasonable suspicions, complaints or reports of SEA or SH by its personnel, UNRWA will, as appropriate under its regulations, rules, policies, and procedures, take reasonable, swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for potential criminal matters), as appropriate and when safe to do so, after considering the wishes of the victim/survivor.
- vi. Australia or any of its duly authorized representatives may, in accordance with mutually accepted terms of reference, carry out reviews or evaluations or other assessment measures to verify the Recipient's zero tolerance for SEA and SH, provided that such measures are consistent with the single audit principle governing the UN, if applicable. The Recipient will fully cooperate within the scope of the terms of reference with any such reasonable requests by Australia or any of its duly authorized representatives or agents to carry out such measures.
- vii. Any information or documentation provided in accordance with these provisions will be treated by Australia with utmost discretion in order to ensure, inter alia, the probity of any investigation, protect sensitive information, ensure the safety and security of persons and respect the due process rights of all involved. Australia will presume information/documentation to be confidential, deliberative, and investigatory and will ensure that information/documentation provided to Australia will be available solely to those who strictly require access to such information/documentation. Any disclosure of such information/documentation beyond such personnel will require notification and consultation with the Recipient. Australia will obtain the express written authorization of the Recipient before disclosing any such information/documentation in a judicial proceeding or to the public, unless disclosure is otherwise required by law applicable to Australia and is not subject to the Recipient's privileges and immunities under international and/or national law (such as information/documentation constituting UN archives).
- viii. Unless the regulations, rules, policies, and procedures applicable to the Recipient are amended at an earlier stage, and/or there are other substantive changes to any of the referenced policies, processes or mechanisms, the above provisions are subject to possible review two years after the date of Australia's

DFAT ARRANGEMENT NUMBER 79086

mutual decision on their text with the Recipient. Any changes to the above provisions that may be mutually decided following such a review will take effect at least four years after the date of Australia's mutual decision on the present text with the Recipient, until which time the above provisions will continue to apply.

24. Intellectual Property

Intellectual property developed in all material (including, but not limited to, reports, data and designs, whether or not electronically stored) produced by UNRWA or its staff members (such as employees and contractors) and funded through its Regular Resources (i.e., core funding) will be the property of UNRWA. DFAT recognizes the principle that UNRWA owns intellectual property generated by its programmatic and project activities for the common good. On request by DFAT, UNRWA will grant DFAT a license for non-commercial use of any intellectual property developed in the material, where "use" shall mean, without limitation, the reproduction and publication of all the material and intellectual property therein. DFAT and UNRWA mutually decide that, unless otherwise provided for in the UNRWA Regulatory Framework or its arrangements concluded with the relevant host Government and/or any downstream partners, intellectual property produced by UNRWA will be managed in a way that maximises public accessibility and allows the broadest possible use.

25. Acknowledgement of Contributions

- (a) Wherever DFAT provides support for activities led by UNRWA, including core funding, that support will receive appropriate recognition from UNRWA in accordance with the UNRWA Regulatory Framework.
- (b) UNRWA acknowledgement of DFAT funds could include publications, both hard copy and electronic, use of the Australian aid identifier, media, speeches and other announcements.
- (c) Where practicable, UNRWA will consult with DFAT prior to the publication or release of information relating to branding under this Arrangement.
- (d) UNRWA will make available to DFAT public communications products, if any, relating to the impact of DFAT's support, such as photographs, videos, stories, online content or social media products. UNRWA will own all intellectual property rights over such public communications products. Whenever DFAT uses such public communications products, it will provide appropriate credit to UNRWA.
- (e) DFAT and UNRWA will regularly discuss potential opportunities to promote results and impact of implementation of this Framework, particularly with host governments in countries of operation or in global forums. UNRWA will advise DFAT in advance of public diplomacy, outreach or media engagement opportunities that are relevant to Australian-funded work, and provide, where possible and appropriate, opportunity for Australian involvement.

26. Assets, Equipment and Supplies

Ownership of any assets, equipment or supplies purchased with the Contribution will vest in UNRWA. UNRWA may transfer the ownership of those assets, equipment or supplies in accordance with its relevant policies and procedures.

27. Monitoring, Review and Evaluation

DFAT may participate in any formal review or evaluation of the Program undertaken by UNRWA. UNRWA will inform DFAT of any planned formal reviews or evaluation and will invite DFAT to participate in such reviews or evaluation.

28. Amendments

This Arrangement (including any annexes, attachments or the like) may be amended at any time as mutually determined between the Partners in writing by way of exchange of letters.

29. Termination and suspension of funds

- (a) This Arrangement may be terminated at any time and for any reason by either Partner by way of notice in writing to the other Partner.
- (b) Without limiting the generality of sub-paragraphs 7(h) and 29(a), the Arrangement may be terminated by DFAT by way of notice in writing to UNRWA, upon breach by UNRWA of any of the following paragraphs:
 - i. paragraph 11 (Neutrality);
 - ii. paragraph 12 (Sanctions and Counter-terrorism);
 - iii. paragraph 13 (Anti-corruption);
 - iv. paragraph 14 (Fraud Control);
 - v. paragraph 19 (Environmental and Social Safeguards);
 - vi. paragraph 20 (Child Protection); and
 - vii. paragraph 23 (Prevention of Sexual Exploitation, Abuse (SEA) and Harassment).
- (c) Without limiting the generality of sub-paragraphs 7 (h) and 29 (a) or 29 (b), DFAT may at any time by written notice terminate this Arrangement if there is an allegation or investigation relating to non-compliance with the paragraphs identified in sub-paragraph 29 (b), and DFAT, in its absolute discretion, determines the allegation or investigation is of such a nature that it is not appropriate in the circumstances for UNRWA to continue delivering all or some aspects of the Program.

- (d) Without limiting the generality of sub-paragraphs 7 (h) and 29 (a), (b) or (c), DFAT may, in the event of a breach of any of the paragraphs identified in sub-paragraph 29 (b):
- i. withhold or suspend any further payments to UNRWA, until DFAT is of the view that the issue has been satisfactorily resolved; or
 - ii. reclaim all or part of the Contribution already paid to UNRWA that has not been disbursed or irrevocably committed by UNRWA in accordance with this Arrangement.
- (e) Prior to terminating this Arrangement, the Partner contemplating termination will endeavour to consult with the other Partner prior to issuing a written notice.
- (f) On receipt of a notice of termination by DFAT, UNRWA will:
- i. consult and cooperate with DFAT to conclude the Arrangement;
 - ii. cease work as specified in the notice; and
 - iii. immediately do everything possible to mitigate its losses, and all other losses, costs and expenses arising out of the termination.
- (g) If this Arrangement is terminated by either Partner, DFAT will only be liable for payments due under the terms of the Arrangement for requirements delivered before the date of termination. Except as expressly provided otherwise under the terms of the Arrangement, UNRWA will not be entitled to make a claim for, or recover from DFAT, any costs, expenses, losses, damages or liabilities suffered or incurred by UNRWA arising out of or in connection with a termination of the Arrangement under this paragraph 29.
- (h) If this Arrangement is terminated by either Partner, UNRWA will continue to hold any unexpended amount of the Contribution paid to UNRWA, until all payment commitments incurred, in accordance with this Arrangement, prior to the date of receipt of the notice of termination, have been satisfied. UNRWA will promptly refund to DFAT any part of the Contribution (including any interest income) that has not been disbursed or irrevocably committed by UNRWA in accordance with this Arrangement, unless DFAT at its absolute and sole discretion decides formally in writing that UNRWA may use any such funds for the same purpose and consistent with the provisions of this Arrangement.
- (i) DFAT's right under sub-paragraph 29(d)(ii) will survive the termination or expiry of this Arrangement.

30. Status of Arrangement

This Arrangement serves only as a record of the Partners' intentions and does not constitute or create (and is not intended to create) obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding obligations (expressed or implied).

31. Dispute Settlement

Any dispute, controversy, or claim, which arises out of the interpretation or application of this Arrangement, will not be subject to adjudication or arbitration; but will instead be dealt with through amicable consultations and negotiations as the only method of achieving the peaceful settlement of that dispute, controversy, or claim.

32. Use of Arrangement Information

The Partners may disclose matters relating to this Arrangement, including this Arrangement, subject to prior consultation.

33. Privileges and Immunities

Nothing in or relating to this Arrangement shall be deemed a waiver of any of the privileges and immunities of the United Nations and its subsidiary organs, including UNRWA, whether under the Convention on the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Arrangement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

34. Electronic and Cyber Security

UNRWA will manage cyber security and data protection consistent with UNRWA's Data Protections and Disclosure Policy (UNRWA General Staff Circular 01/2021, as updated from time to time).

Signed by authorised officials of the Partners in duplicate in the English language

FOR the GOVERNMENT OF AUSTRALIA
represented by the Department of Foreign
Affairs and Trade



Signature

Roderick Brazier

Name

Deputy Secretary

Position
Delegate

14/5/24

Date

FOR the UNITED NATIONS RELIEF AND
WORKS AGENCY FOR PALESTINIAN
REFUGEES IN THE NEAR EAST
(UNRWA):



Signature



Name

Partnerships Director

Position

14.05.2024

Date

Annex 1
UNRWA Flash Appeal for the OPTs, April 2024

From: Beth Delaney
Sent: Friday, 17 May 2024 9:02 AM
To: s 22(1)(a)(ii) @dfat.gov.au>
Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>; FND Executive Office
s 22(1)(a)(ii)
Subject: RE: UNRWA payment certified s 22(1)(a)(ii) [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Many thanks s 22(1)(a)(ii)

Beth Delaney

First Assistant Secretary | DFAT Preventing Sexual Exploitation Abuse and Harassment Champion
Humanitarian Division
T s 22(1)(a)(ii) | M s 22(1)(a)(ii) @AusHumanitarian

Executive Assistant: s 22(1)(a)(ii)
Executive Officer: s 22(1)(a)(ii)

From: s 22(1)(a)(ii) @dfat.gov.au>
Sent: Friday, May 17, 2024 8:20 AM
To: Beth Delaney <Beth.Delaney@dfat.gov.au>
Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>; FND Executive Office
s 22(1)(a)(ii)
Subject: RE: UNRWA payment certified s 22(1)(a)(ii) [SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Dear Beth

Apologies for the delay. Confirming payment was successfully sent s 22(1)(a)(ii)

Thanks s 22(1)(a)(ii)

From: Beth Delaney <Beth.Delaney@dfat.gov.au>
Sent: Thursday, May 16, 2024 6:27 PM
To: s 22(1)(a)(ii) @dfat.gov.au>
Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>; FND Executive Office

Subject: Re: UNRWA payment certified s 22(1)(a)(ii)

[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s 22(1)(a)(ii)

s 22(1)(a)(ii), just wanted to confirm this payment went s 33(a)(iii)

Best

Beth

From: s 22(1)(a)(ii) <[s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)>

Date: Wednesday 15 May 2024 at 3:56:43 PM

To: "Beth Delaney" <Beth.Delaney@dfat.gov.au>

Cc: "Juliette Brassington" <Juliette.Brassington@dfat.gov.au>, "s 22(1)(a)(ii) <[s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)>, s 22(1)(a)(ii) <[s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)>

Subject: RE: UNRWA payment certified s 22(1)(a)(ii)

[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi Beth, s 22(1)(a)(ii)

As discussed s 22(1)(a)(ii) was advised the payment will be sent tomorrow s 33(a)(iii)

Regards s 22(1)(a)(ii)

Phone s 22(1)(a)(ii) | Mobile s 22(1)(a)(ii)

From: Beth Delaney <Beth.Delaney@dfat.gov.au>

Sent: Wednesday, May 15, 2024 1:42 PM

To: s 22(1)(a)(ii) <[s 22\(1\)\(a\)\(ii\)@dfat.gov.au](mailto:s 22(1)(a)(ii)@dfat.gov.au)>

Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>

Subject: FW: UNRWA payment certified s 22(1)(a)(ii)

[SEC=OFFICIAL:Sensitive]

OFFICIAL: Sensitive

Hi s 22(1)(a)(ii)

As discussed, s 33(a)(iii)

The payment was certified and requested through Aidworks this morning – Payment event reference - s 22(1)(a)(ii)

Very grateful any advice on when payment would be possible.

Best

Beth

Beth Delaney

First Assistant Secretary | DFAT Preventing Sexual Exploitation Abuse and Harassment Champion
Humanitarian Division

T s 22(1)(a)(ii) | M s 22(1)(a)(ii) | [@AusHumanitarian](https://www.facebook.com/AusHumanitarian)

s 33(a)(iii), s 33(b)

s 33(a)(iii), s 33(b)

s 33(a)(iii), s 33(b)

s 33(a)(iii), s 33(b)

From: s 22(1)(a)(ii) @dfat.gov.au
Sent: Wednesday, May 15, 2024 10:37 AM
To: s 47F(1) s 47F(1)
Cc: s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au; Juliette Brassington <Juliette.Brassington@dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au; Gemma Huggins <Gemma.Huggins@dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au
Subject: RE: [EXTERNAL] DFAT UNRWA Arrangement - attached for urgent signature [SEC=OFFICIAL]

[ALERT] This email originates from outside of UNRWA. Please be cautious when opening links or attachments or when replying the sender.

OFFICIAL

Hi s 47F(1)

Thank you for your confirmation. Payment has been actioned at this end. It should be in the nominated account on Friday.

Best,

s 22(1)(a)(ii)

Director | Protracted Crises
Humanitarian Division

P s 22(1)(a)(ii) | M s 22(1)(a)(ii)

s 33(a)(iii), s 33(b)

From: s 22(1)(a)(ii) <@dfat.gov.au>
Sent: Wednesday, May 15, 2024 2:04 AM
To: s 47F(1) s 22(1)(a)(ii), s 47F(1)
Cc: s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; Juliette Brassington <Juliette.Brassington@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; Gemma Huggins <Gemma.Huggins@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>
Subject: RE: [EXTERNAL] DFAT UNRWA Arrangement s 33(a)(iii) [SEC=OFFICIAL]

[ALERT] This email originates from outside of UNRWA. Please be cautious when opening links or attachments or when replying the sender.

OFFICIAL

Dear s 47F(1)

Please find attached a copy of the countersigned grant arrangement. The commencement date for the arrangement is 17 May. We will endeavour to have the initial tranche payment to UNRWA's account very soon after.

Very best,

s 22(1)(a)(ii)

Director | Protracted Crises

Humanitarian Division

P s 22(1)(a)(ii) | M s 22(1)(a)(ii)

From: Juliette Brassington <Juliette.Brassington@dfat.gov.au>

Sent: Tuesday, May 14, 2024 8:19 PM

To: s 22(1)(a)(ii) <@dfat.gov.au>; s 47F(1)

s 47F(1)

Cc: s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii)

<@dfat.gov.au>

Subject: RE: [EXTERNAL] DFAT UNRWA Arrangement s 33(a)(iii)

[SEC=OFFICIAL]

OFFICIAL

Dears s 47F(1)

Confirming we have countersigned the Arrangement. We will return to you first thing tomorrow morning and process the payment as quickly as we can.

s 33(a)(iii)

and we will stay in touch on next steps.

Best, Juliette

Juliette Brassington

Assistant Secretary

Protracted Crises Resilience and Partnerships Branch | Humanitarian Division

Department of Foreign Affairs and Trade
T s 22(1)(a)(ii) | M s 22(1)(a)(ii)

From: s 22(1)(a)(ii) <@dfat.gov.au>
Sent: Tuesday, May 14, 2024 5:32 PM
To: s 47F(1); s 47F(1)
Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>; s 22(1)(a)(ii) <@dfat.gov.au>
Subject: RE: [EXTERNAL] DFAT UNRWA Arrangement s 33(a)(iii) [SEC=OFFICIAL]

OFFICIAL

Hi s 47F(1) many thanks. s 33(a)(iii)

We will get to processing payment tomorrow and will return the countersigned copy s 33(a)(iii)

Thank you.

Cheers,

s 22(1)(a)(ii)

Director | Protracted Crises
Humanitarian Division
P s 22(1)(a)(ii) | M s 22(1)(a)(ii)

s 33(a)(iii), s 33(b)

From: s 22(1)(a)(ii) <@dfat.gov.au>
Sent: Tuesday, May 14, 2024 6:04 AM
To: s 47F(1) s 47F(1)

Cc: Juliette Brassington <Juliette.Brassington@dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii)

Subject: DFAT UNRWA Arrangement s 33(a)(iii)

[SEC=OFFICIAL]

Importance: High

[ALERT] This email originates from outside of UNRWA. Please be cautious when opening links or attachments or when replying the sender.

OFFICIAL

Dear s 47F(1)

Please find attached the Arrangement covering the AUD\$6m for UNRWA's urgent signature.

I would be grateful if you could please return a scan of the signed copy along with a request for payment. Once received, we will countersign, return a copy of the Arrangement to you and make payment.

Grateful confirmation also that UNRWA's bank account details are correct.

Warm regards, and thanks,

s 47F(1)

Director | Protracted Crises
Protracted Crises, Resilience and Partnerships Branch
Humanitarian Division
Department of Foreign Affairs and Trade
P s 22(1)(a)(ii) | M s 22(1)(a)(ii)
dfat.gov.au | [Twitter](#) | [Facebook](#) | [Instagram](#) | [LinkedIn](#)



© Kim Hill, *Among Women* (2011)

We acknowledge the Traditional Custodians of Country throughout Australia, and their continuing connection to land, waters and community. We pay our respects to all First Nations peoples, their cultures and to their Elders, past, present and emerging.

From: Juliette Brassington <Juliette.Brassington@dfat.gov.au>
Sent: Wednesday, 29 May 2024 11:28 AM
To: Anna Oldmeadow <Anna.Oldmeadow@dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au
Cc: Beth Delaney <Beth.Delaney@dfat.gov.au>; s 22(1)(a)(ii) @dfat.gov.au; s 22(1)(a)(ii) @dfat.gov.au
Subject: UNRWA Tranche 2 payment - disbursed [REDACTED]

Dear Anna, s 22(1)(a)(ii)

Confirming the Tranche 2 (\$4 million) for UNRWA was disbursed this morning (so the total \$6 million has been paid) s 33(a)(iii)

We will continue to engage very closely with UNRWA s 33(a)(iii)

Best, Juliette

Juliette Brassington

Assistant Secretary
Protracted Crises Resilience and Partnerships Branch | Humanitarian Division
Department of Foreign Affairs and Trade
T s 22(1)(a)(ii) | M s 22(1)(a)(ii)

s 22(1)(a)(ii)

s 22(1)(a)(ii) - this page, together with the following pages (47 to 112) are irrelevant and have been removed.

s 33(a)(iii), s 42(1) - this page, together with the following pages (116 to 139) are exempt and have been removed.

s 33(a)(iii), s 33(b), s 42(1) - this page, together with following pages (141 to 164) are exempt and have been removed.



Australian Government
Department of Foreign Affairs and Trade

Subject:	Approval to commit relevant money and enter into an Arrangement to support the April 2024 Flash Appeal of the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) ^{14/5} s 22(1)(a)(ii)
For:	Rod Brazier, Deputy Secretary, Development, Multilateral and Eurc s 22(1)(a)(ii)
Through:	Beth Delaney, FAS HPD ^{14/5} Juliette Brassington, AS HUE s 22(1)(a)(ii)
CC	Craig Maclachlan, Deputy Secretary, International Security, Legal and Consular Group Marc Innes-Brown FAS MAD
From:	s 22(1)(a)(ii) , DIR PRS/HUB/HPD

s 22(1)(a)(ii)

Totals:	Total Period: 17 May 2024–9 May 2025. Total Value of the arrangement: \$6 million (GST does not apply)
----------------	---

s 22(1)(a)(ii)

PURPOSE

1. This minute seeks your approval for:
 - a. a commitment of relevant money under s23 of the *Public Governance Performance and Accountability Act 2013* (PGPA Act); and

- b. entering into an arrangement under s32B of the *Financial Framework (Supplementary Powers) Act 1997* (FFSP Act).

BACKGROUND

2. The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) is the only organisation specifically mandated to provide relief and social services to Palestinian refugees in the region. Australia has contributed to UNRWA annually since 1951. s 33(a)(iii)
 3. The purpose of the proposed Arrangement with UNRWA is to enable Australia to support UNRWA's Flash Appeal in the Occupied Palestinian Territories (OPTs) April 2024. On 24 April, UNRWA released an updated Flash Appeal for the OPTs covering April – December 2024. UNRWA is seeking US \$1.21 billion to address critical humanitarian needs
 4. The protracted humanitarian situation in Gaza is catastrophic and continues to deteriorate rapidly for the 2.2 million people there. s 33(a)(iii)
 5. The Integrated Food Security Phase Classification (IPC) advised on 18 March that famine is imminent, that the entire population of the Gaza strip is facing high levels of acute food insecurity, and that more than 1.1 million people are projected to face catastrophic levels of food insecurity. On May 6, the head of the United Nations World Food Programme advised that northern Gaza was in famine (OHCHR press release May 2024).
 6. The UN has reported that women, girls and children overall are among those most exposed to danger in this conflict, and that as of 29 April 2024, of 34,488 Palestinians killed in Gaza, 14,500 have been children and 9,500 women. Another 77,643 have reportedly been injured, of which 75 per cent are estimated to be female (OHCHR press release May 2024).
- s 33(a)(iii)
8. On 16 January, the Foreign Minister announced that Australia would provide \$6 million to UNRWA in response to urgent humanitarian need.
- s 33(a)(iii)
11. On 15 March, the Foreign Minister announced that Australia would lift the temporary pause on the funding following steps to strengthen the integrity of UNRWA operations and subject to Australia concluding a funding arrangement with appropriate control measures.

s 33(a)(iii)

[REDACTED]

s 33(a)(iii), s 42(1)

DESIGN SUMMARY AND APPROVAL

14. As per the International Development Programming Guide, humanitarian and disaster assistance investments of less than 12 months duration are exempt from the mandatory design requirements.

s 33(a)(iii)

s 33(a)(iii), s 33(b)

20. The *“Final Report of the Independent Review of Mechanisms and Procedures to Ensure Adherence by UNRWA to the Humanitarian Principle of Neutrality”*, known as the *“Colonna*



Review", was published on 22 April 2024 (Attachment 7). This Review was commissioned by the UN Secretary General in response to the allegations by Israel relating to UNRWA staff being involved in the October 7 attacks. s 33(a)(iii)



s 33(a)(iii), s 42(1)

s 33(a)(iii)

28. The following matters have also been considered while developing this Arrangement:





s 33(a)(iii)





s 33(a)(iii)



[REDACTED]

VALUE FOR MONEY ASSESSMENT

s 33(a)(iii)

FUNDING

30. Following negotiations, the total value of the proposed Arrangement is \$6 million (GST exempt).

s 22(1)(a)(ii)

REVIEW

33. In accordance with DFAT's Aid Grant Policy and Guideline, this minute and the proposed agreement have been reviewed by the Development Procurement Agreements and Systems Branch (DVB).

CONSULTATION

34. The following work areas were consulted in the development of this minute:

- a. Legal Division
- b. Development Effectiveness and Enabling Division
- c. Humanitarian Division
- d. Middle East and Africa Division

RECOMMENDATION

35. It is recommended that you approve:

- a. a commitment of relevant money under s23 of the *Public Governance Performance and Accountability Act 2013* (PGPA Act) valued: AUD6 million GST does not apply; and
- b. entering into an arrangement under s32B of the *Financial Framework (Supplementary Powers) Act 1997* (FFSP Act) valued at AUD6 million GST does not apply;

with UN Relief and Works Agency for the Palestine Refugees in the Near East (UNRWA) for



the April 2024 Flash Appeal.

s 22(1)(a)(ii)

14 May 2024



DELEGATE APPROVAL TO COMMIT AND ENTER INTO AN ARRANGEMENT

As the responsible delegate I confirm that this proposal is consistent with required policies and process, including the *PGPA 2013*, *FFSP Act*, *DFAT's Finance Management Manual* and *DFAT's Procurement Policy and/or Aid Grant Policy* as relevant.

In confirming this I am satisfied:

- the services/goods are a current business requirement;
- there are sufficient funds available for the estimated costs and I hold the delegation for this level of funding;
- where the proposal contains a contingent liability, it is within my delegation under s60 of the *PGPA Act*;
- that the negotiation process has sufficiently mitigated risks and I am satisfied with the overall level of risk posed to the Commonwealth;
- the proposed agreement is not inconsistent with Commonwealth policy;
- I do not stand to make a personal gain, monetary or otherwise and there is no real or perceived conflict of interest; and
- that over the life of the agreement I will ensure that there are appropriate resources committed to managing the contract including risk management and meeting mandatory reporting requirements.

APPROVED / NOT APPROVED / DISCUSS

s 22(1)(a)(ii)

Rod Brazier, Deputy Secretary, Development, Multilateral and Europe Group

14 May 2024



Funding to UNRWA s 33(a)(iii)

Tranche 2 Payment

Decision

Introduction
s 33(a)(iii)

s 33(a)(iii), s 42(1)

You (Rod Brazier) signed the Grant Arrangement (\$6 million) on 14 May.

Of the \$6 million, Tranche 1 (\$2 million) was paid shortly after signing. Tranche 2 (\$4 million), is subject to DFAT's assessment of the adequacy of UNRWA's Agency-wide Action Plan that responds to the recommendations of the Independent Review of UNRWA's Neutrality (the Colonna Review).

UNRWA has now shared the Action Plan for Implementation of the Recommendations (Attached).

This Addendum:
s 33(a)(iii)



[REDACTED]

s 33(a)(iii), s 33(b)

[REDACTED]

s 33(a)(iii), s 33(b)

These assessments reflect the information available to DFAT and are approved by:

- a. Beth Delaney, First Assistant Secretary, HPD, s 33(a)(iii)
- ;
- b. Marc Innes-Brown, First Assistant Secretary, MAD, s 33(a)(iii)
- c. Rod Brazier, Deputy Secretary, DMG, s 33(a)(iii)
- and
- d. Craig Maclachlan, Deputy Secretary, ISG, s 33(a)(iii)

4. Funding Recommendation

It is recommended that you agree to the release of Tranche 2 (\$4 million) to UNRWA

APPROVE / NOT APPROVE / DISCUSS

Rod Brazier, Deputy Secretary, Development, Multilateral and Europe Group
s 22(1)(a)(ii)

28 May 2024

s 33(a)(iii), s 33(b), s 34(1)(c) - this page, together with the following pages, 179 to 181 are exempt and have been removed.