

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT  
(AusAID)**

**And**

**THE FEDERAL MINISTRY FOR ECONOMIC COOPERATION AND  
DEVELOPMENT (BMZ), GERMANY**

**On**

**A Partnership on Development Assistance**

The Australian Agency for International Development and the Ministry for Economic Cooperation and Development

- . underscore their shared interest in a prosperous and stable Asia-Pacific region;
- . have a common purpose to provide efficient and effective development assistance;
- . are committed to the principles of the Paris Declaration on Aid Effectiveness (March 2005); and
- . recognise that this Memorandum of Understanding (MOU) states the principles for collaboration on Development Assistance.

## **PARTNERSHIP PRINCIPLES**

1. The partnership on official development assistance (ODA) will be guided by the following principles:
  - (a) Mutual respect for the contribution from each of the two institutions, and recognition that each has different skills, attributes and strengths.
  - (b) Recognition of the comparative advantage each institution brings to the planning and delivery of ODA.
  - (c) The institutions should work together in the most practical and effective manner and delegate responsibility where appropriate.
  - (d) Agreement with recipient countries is important in determining the areas and scope of the collaboration.
  - (e) Areas of collaboration will be mutually agreed.
  - (f) Technical agreements involving inter alia payments, financial contributions and areas of collaboration will need to be produced. These technical agreements should be accepted and signed by both institutions or implementing agencies and may include inter alia:
    - (i) terms, conditions and details of payments and contributions;
    - (ii) planning, reporting, quality and accountability requirements; and
    - (iii) fraud, anti-corruption and indemnity clauses.
  - (g) Communication, in particular on the identification of areas and projects of collaboration, should take place via diplomatic channels. The Embassies should have the opportunity to give their advice in each case.

II

**DURATION**

2. This MOU on Development Assistance will come into effect upon the date of the last signature on the two original copies.
3. This MOU will terminate either by mutual arrangement between both institutions, or by three-month notice in writing by one institution.
4. A coordination meeting between AusAID and BMZ should be held at a mutually arranged date and place, to review progress under the MOU and the areas of collaboration.

III

**AMENDMENT**

5. This MOU may be modified in writing with the consent of AusAID and the BMZ.

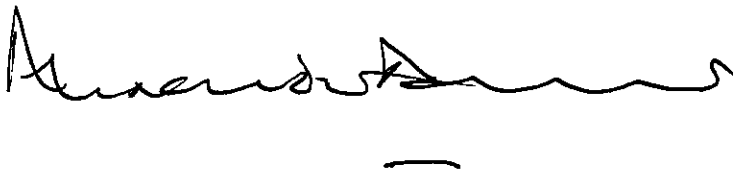
IV

**DISPUTE RESOLUTION**

6. Any disputes arising over the interpretation or application of this MOU are not justiciable and will not be subject to adjudication or arbitration.

SIGNED in duplicate at *Berlin* on the *9th* day of *February* 2007.

For the Australian Agency for  
International Development



For the Ministry for Economic  
Cooperation and Development

