



**Australian Government**  
**Department of Foreign Affairs and Trade**



**Strategic Partnership Framework**

**between**

**The Australian Government**

**and**

**The United Nations Children's Fund**

**2016-2020**

**DFAT Arrangement: 72410**

**This Strategic Partnership Framework is entered into:**

**Between:** the Government of Australia as represented by the Department of Foreign Affairs and Trade, hereinafter referred to as “DFAT”.

**And:** The United Nations Children’s Fund, hereinafter referred to as “UNICEF”.

Are hereinafter together referred to as “the Partners”.

**Intend** to continue their cooperation in a strategic and comprehensive manner based on the principles and objectives set forth in this Strategic Partnership Framework (hereinafter referred to as the “**Framework**”).

## **SHARED OBJECTIVES**

### **I**

1. DFAT supports UNICEF’s overarching approach, goals and objectives as outlined in UNICEF’s Strategic Plan for 2014-2017. UNICEF recognises the focus of Australia’s aid program and its investment priorities as outlined in the Australian aid policy, *Australian aid: promoting prosperity, reducing poverty, enhancing stability*. Further, UNICEF also recognises the performance framework for the Australian aid program, *Making Performance Count: enhancing the accountability and effectiveness of Australian aid*, according to which Australian funding allocations are expected to take into account UNICEF’s performance against a range of criteria relating to: results and impact; relevance/alignment with Australia’s priorities; value for money; partnership behaviour and contributions to the wider multilateral system; organisational capacity; and organisational governance. The partnership will be guided by, and support efforts to meet, the 2030 Agenda For Sustainable Development, the Sendai Framework for Disaster Risk Reduction 2015-2030 and the United Nations Plan of Action on Disaster Risk Reduction for Resilience.
2. The Partners have the following shared objectives:
  - a. Performance, including:
    - i. Delivering timely, effective and needs-based development, humanitarian and disaster risk reduction responses (DRR) that represent good value for money, particularly in the Indo-Pacific region;
    - ii. Coordinating targeted assistance with other UN agencies, to avoid duplication and increase impact;
    - iii. Taking a strong risk management approach, including to fiduciary, staff welfare and security-related matters;
    - iv. Ensuring the visibility of Australia’s contributions; and
    - v. Prioritising results-based management supported by robust monitoring, evaluation and reporting systems that demonstrate impact, disaggregated by sex, age and disability.
  - b. Strengthening the UN System, including:

- i. Supporting implementation of the 2030 Agenda for Sustainable Development, including the Addis Ababa Action Agenda on Financing for Development and the Sustainable Development Goals (SDGs), including forging new development and financing partnerships with Member States, the private sector, International Financial Institutions, global programme partners, other UN agencies and non-government organisations;
  - ii. Continuing to enhance UN coherence at all levels, particularly in the Indo-Pacific region, including through roll-out of the Standard Operating Procedures for Delivering as One, roll out of strategic United Nations Development Assistance Frameworks (UNDAFs), and strong leadership across UN Country Teams and Regional UNDGs; and
  - iii. Advancing system-wide institutional reform initiatives that support better results for children, aim to leave no-one behind, and strengthen integrated approaches across the SDGs.
- c. Strengthening the Humanitarian System, including:
  - i. UNICEF's continued leadership and support of the water, sanitation and hygiene; nutrition; education; child protection and gender-based violence clusters;
  - ii. Coordination of activities through the Emergency Relief Coordinator, Humanitarian Country Team and national authorities, as appropriate;
  - iii. Partnerships with other UN agencies, non-government organisations, and country partners in providing humanitarian assistance; and
  - iv. Advancement of humanitarian system reform.
- d. Resilience, including:
  - i. Strengthening national and sub-national capacity in risk and context analysis;
  - ii. Building the capacity of national authorities, local communities and the private sector to resist and recover from the effects of disasters, including through preparedness initiatives in the Indo-Pacific region;
  - iii. Local procurement of commodities and services to strengthen markets where appropriate and cost-effective;
  - iv. Sustainable responses to immunization challenges, particularly in the Indo-Pacific;
  - v. Working with governments to build national capacity that will enable the gradual transition of programs, including disaster risk reduction, to direct government management; and
  - vi. Increasing integration across the UN system between humanitarian and development programming and financing, with a view to strengthening long-term resilience, conflict and disaster prevention, and reducing risk.
- e. Private Sector and Innovation, including:
  - i. Engagement with the private sector, including in Australia, to leverage technical expertise, resources and innovation in support of development, humanitarian and DRR outcomes;

- ii. A culture of innovation in development, humanitarian and DRR activities, and to develop and use innovative tools and processes that enhance development, humanitarian and DRR outcomes; and
  - iii. Collaboration between UNICEF Innovation and DFAT's innovationXchange to share lessons learned and identify new approaches to the delivery of development, humanitarian and DRR assistance; including looking at options for personnel secondments in accordance with Section II (3.f) below.
- f. Thematic Priorities, including:
- i. The advancement of gender equality and the empowerment of women and girls, and promoting women's leadership in the implementation of development, humanitarian and DRR activities;
  - ii. Disability-inclusive implementation of development, humanitarian and DRR activities;
  - iii. Accountability to targeted populations, including, where possible, through the involvement of beneficiaries in the design, implementation, monitoring and evaluation of programs and emergency responses; and
  - iv. Positioning child protection as an integral element of work in conflict and disaster situations.

## **PARTNERSHIP IMPLEMENTATION II**

3. DFAT and UNICEF will pursue this partnership through a variety of mechanisms including:
- a. Annual High Level Consultations to:
    - i. Review implementation and objectives of this Strategic Partnership Framework;
    - ii. Communicate strategic priorities for development, humanitarian and DRR activities;
    - iii. Discuss performance, including in monitoring, evaluation and reporting;
    - iv. Identify opportunities to increase private sector engagement, including innovative approaches, and how DFAT can provide support; and
    - v. Discuss means to strengthen visibility of UNICEF's work and of Australia's contributions.
  - b. Australia's continued commitment to and constructive participation on the UNICEF Executive Board and its associated coordination and governance processes.
  - c. Regular interaction with UNICEF Headquarters via the Australian Permanent Mission to the United Nations in New York. This relationship will be maintained by focal points within DFAT and UNICEF to ensure a consistent and coherent approach.

- d. Engagement between UNICEF and DFAT country offices through country and regional level dialogue and coordination.
- e. Pursuing opportunities for joint field visits, including regular visits to UNICEF operations funded by Australia.
- f. Exploring arrangements to place DFAT officials and Australian Civilian Corps specialists to UNICEF's operations and offices, subject to each Partner's approval and the respective internal rules and regulations of the Partners.

### DURATION

### III

4. This Framework will take effect on the date of signature ("**Effective Date**") and will continue in effect until 30 June 2020, unless amended or terminated by one of the Partners in accordance with Section VIII, below.

### FINANCIAL CONTRIBUTIONS

### IV

5. In line with Australian Government aid policy and subject to annual budgetary appropriations by the Australian Government, DFAT will provide regular funding to UNICEF for the duration of this Framework. Such contributions will be administered and used in accordance with UNICEF's regulations, rules, policies, procedures, and administrative issuances ("**UNICEF Regulations and Rules**").
6. DFAT will make annual contributions in the amounts specified in the table in Section 7, below, by 30 September each year to be used as the Australian Government's **contribution to UNICEF's 'Regular Resources'**, and to be used to deliver UNICEF's Strategic Plan.
7. Annual contributions are summarised in the table below:

<b>Annual Funding</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Total</b>
Voluntary core contribution (AUD)	\$21 million	\$21 million	\$21 million	\$21 million	\$84 million

8. DFAT may make additional contributions to UNICEF's 'Regular Resources' in accordance with available resources, policy priorities and satisfactory achievement of the partnership commitments made under this Framework.
9. DFAT and UNICEF will enter into specific arrangements for earmarked contributions ("**Subsidiary Arrangement**") as follows:
  - a. 'Other Resources Regular' - a Contribution Arrangement in accordance with the template attached to this Framework at Annex A for each programme

and/or project, or groups of programmes and/or projects, that DFAT may decide to finance, including for contributions that exceed the amounts specified in Section IV, Paragraph 7, above; and

- b. 'Other Resources Emergency' - Standard Arrangements for Humanitarian Contributions in accordance with the template attached to this Framework at Annex B for each humanitarian contribution that DFAT may decide to make, including for contributions that exceed the amounts specified in Section IV, Paragraph 7, above.

10. Any Subsidiary Arrangement entered into between the Partners from the Effective Date, as defined in Section III, above, will be governed by this Framework. Further, the Partners confirm that the following will apply to all pre-existing subsidiary arrangements and/or contribution arrangements (the "Pre-existing Arrangements") whose duration extends beyond the Effective Date:
  - a. Pre-existing Arrangements will continue in effect and will be governed by this Framework from its Effective Date;
  - b. In the event of any inconsistency between the provisions of the Pre-existing Arrangement and this Framework, the provisions of this Framework will prevail; and
  - c. Pre-existing Arrangements may be terminated by the Partners in writing in accordance with their terms.

It is understood and confirmed by the Partners that the termination of this Framework will not terminate any Subsidiary Arrangement entered into pursuant to the provisions of this Framework, unless otherwise mutually determined in writing by the Partners.

11. DFAT will deposit contributions into a UNICEF account designated by UNICEF.

## **ENGAGEMENT PRINCIPLES            V**

### **Prevention of Proscribed Practices**

12. Both DFAT and UNICEF are firmly committed to preventing and detecting fraudulent, collusive, coercive, obstructive, unethical and corrupt practices ("Proscribed Practices"). Consistent with the UN Charter, the Standards of Conduct for the International Civil Service, the United Nations Staff Regulations and Rules, UNICEF's Financial Regulations and Rules and UNICEF Procurement Manual, UNICEF will use reasonable efforts to ensure that the utilization of the Contribution conforms to the highest standard of ethical conduct and that every part of the organization, as well as all individuals acting on behalf of UNICEF, observe the highest standard of ethics and integrity.
13. UNICEF, in accordance with its regulations, rules and directives, will make best efforts to ensure that any allegations of Proscribed Practices in connection with the implementation of the Project are reported to the Office of Audit and Investigations (OAI) in a timely and accurate manner. Credible allegations will be investigated by

OAI in accordance with its regulations, rules, policies and procedures. OAI will give prompt notification on a confidential basis to DFAT of any investigations that it is undertaking or proposes to undertake in relation to allegations of fraud and corruption involving any activities funded in whole or in part with a Contribution made under this Framework, to the extent that such notification is consistent with OAI's regulations, rules, policies and procedures, protecting the probity and confidentiality of investigations and the due process rights of those under investigation.

14. Following the conclusion of any investigation which identifies Proscribed Practices involving any activities funded in whole or in part with a Contribution made under this Framework, UNICEF will:
  - a. be responsible for taking reasonable measures to recover any part of the Contribution, which OAI has established as being diverted through fraud or corruption;
  - b. in connection with (a) above, in consultation with the UN Office of Legal Affairs, will where appropriate refer the matter to the appropriate Member State authorities, in accordance with the provisions of General Assembly resolution 62/63; and
  - c. as requested by DFAT, and following consultations between the Partners, reimburse to DFAT any part of the Contribution which UNICEF has recovered further to sub-section (a) above, or credit it to a mutually determined activity.
15. Any information provided to DFAT in relation to any matters arising under this Paragraph will be treated by DFAT as strictly confidential.
16. Any action further to this Paragraph will be consistent with UNICEF regulations, rules and directives.

#### **Child Protection**

17. Recognising UNICEF's unique mandate and its special role in the implementation of the Convention on the Rights of the Child, UNICEF and DFAT commit that they will not engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child and that they will be responsible for protecting children from abuse of all kinds in the delivery of their respective aid activities.

#### **Compliance with United Nations Security Council Resolutions**

18. Consistent with United Nations Security Council (UNSC) resolutions relating to terrorism, including UNSC resolutions 1373 (2001), 1267 (1999), 1989 (2011) and 2253 (2015) and related resolutions, UNICEF and DFAT are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UNICEF and DFAT recognize their obligation to comply with any applicable sanctions imposed by the UNSC. Consistent with applicable

Australian laws, DFAT seeks to take reasonable precautions, and to exercise due diligence, to ensure that none of its funds are provided, directly or indirectly, to individuals or entities associated with terrorism designated by any UNSC sanctions regime. To this end, UNICEF will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Framework are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UNSC sanctions regime, and UNICEF will inform DFAT immediately if, during the course of this Framework, UNICEF determines that any such funds have been so used.

### **Transparency**

19. DFAT and UNICEF are committed, respectively, to principles of transparency consistent with DFAT's Transparency Charter and UNICEF Disclosure Policy, and relevant decisions of UNICEF's Executive Board. DFAT and UNICEF will apply these principles of transparency to information relating to DFAT funding of UNICEF's programmes of cooperation. DFAT will periodically publish detailed information about work under this Framework on its website. This will include information about UNICEF's policies, plans, processes, the results of UNICEF's programmes of cooperation and DFAT's evaluations of UNICEF's performance. DFAT and UNICEF will consult prior to publication or release of information regarded as sensitive (for example, fraud or corruption matters).

### **Visibility**

20. Achieving visibility and recognition for DFAT contribution to UNICEF's work is important to the Australian Government. Wherever appropriate and feasible, attempts will be made to achieve this.
21. UNICEF will take all appropriate measures to publicise the fact that the programme/project has received funding from DFAT provided that such actions do not jeopardize the United Nations privileges and immunities provided under the 1946 Convention on the Privileges and Immunities of the United Nations and the safety and security of United Nations staff. In line with the above, recognition of Donor's support to the programme/project should be included in documents, publications and signage, both hard copy and electronic, media releases, speeches, formal correspondence and other announcements.

## **PERFORMANCE AND REPORTING VI**

22. In measuring the performance of UNICEF and its programs, DFAT will rely principally on UNICEF's own reporting, monitoring and evaluation systems, which include performance and operational assessments carried out in accordance with UNICEF Regulations and Rules. In particular, DFAT will draw upon UNICEF's Annual Report, which will include reporting on core performance indicators. Thematic Results Reports will be used to track thematic operations including



humanitarian action; as will UNICEF's own evaluation activities, including strategic, country-level and single-operation evaluations. DFAT will also refer to its UNICEF Multilateral Performance Assessment and relevant Partner Performance Assessments. In the event of any divergence between the results of UNICEF's assessments and the goals of the UNICEF Strategic Plan or this Framework, DFAT may request UNICEF set up a joint consultation with the view of addressing this issue.

23. DFAT and UNICEF will conduct a joint final review of the Strategic Partnership during 2019, prior to the end of this Framework, to determine its value, effectiveness and impact, as well as achievements and progress against shared objectives, as outlined in Section I. Reviews may also be conducted at any other time as mutually determined by both organisations.
24. DFAT notes the importance of the UNICEF Evaluation Office's program of work for informing future evaluation planning, and will participate in, and draw on, multi-donor assessments of UNICEF performance via membership of the Multilateral Organisations Performance Assessment Network (MOPAN) and other means, as appropriate. Under the terms of this Framework, UNICEF will cooperate with such multi-donor assessment exercises as are mutually determined with partners. DFAT will also support efforts to harmonise donor-reporting requirements of UNICEF.
25. UNICEF will maintain appropriate accounting records in accordance with UNICEF Regulations and Rules in respect of the receipt and utilisation of each DFAT contribution. UNICEF will provide DFAT with progress reports and statements of account for DFAT-funded development, humanitarian and DRR activities. Specific reporting requirements and performance indicators may be incorporated into projects requested and funded by DFAT. Such requirements will be established in consultation with UNICEF through the development of a project proposal.
26. DFAT and UNICEF will monitor implementation of the programme of work from the headquarters level via the Australian Mission to the UN in New York, and through dialogue and partnership at the regional and country level. Information from these different sources will inform performance discussions as part of regular high level, bilateral consultations and Australia's participation in the Executive Board. To directly assess the impact of UNICEF activities, including operations funded by Australia's annual multilateral contribution, DFAT may participate in joint field visits with UNICEF, and Board visits where possible in accordance with UNICEF Regulations and Rules.

## **DISPUTE RESOLUTION**

## **VII**

27. Any disputes arising over the interpretation or application of this Framework will be resolved through mutual discussion and conciliation.
28. This Framework is not an international treaty. It is an administrative arrangement between the Government of Australia and the United Nations Children's Fund, called

a Strategic Partnership Framework.

**AMENDMENT AND TERMINATION VIII**

29. This Framework, including any of its annexes, may be amended at any time as mutually determined between the Partners in writing by means of an amendment to this Framework.
30. This Framework will be terminated: (i) at any time by either Partner subject to three months written advance notice to the other Partner; or (ii) by mutual consent of the Partners. In the event of early termination by DFAT, UNICEF will not be obliged to repay any funds already committed before the date of effective termination of this Framework and the commitments of the Partners under this Framework will survive its termination to the extent necessary to enable the orderly conclusion of UNICEF's activities, the withdrawal of personnel and property, and the settlement of any contractual liability in connection with personnel, contractors, subcontractors, cooperation partners and/or suppliers. Unless otherwise mutually determined by the Partners in writing, any Subsidiary Arrangement in effect at the date of termination of this Framework will continue in effect until its termination.

**PRIVILEGES AND IMMUNITIES IX**

31. Nothing in or relating to this Framework or any subsidiary arrangements will be deemed a waiver, express or implied, by UNICEF of any privileges or immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, customary international law, other relevant international or national agreements, or under domestic law.

**ATTACHMENTS X**

32. The following attachments form part of this Framework:
- a. Annex A – Contribution Arrangement
  - b. Annex B – Standard Arrangements (including Annex letter) for Humanitarian Contributions

Signed in duplicate by authorised officials of the Partners at .....

on the ..... day of ..... 2016

For the Government of Australia

For the United Nations Children's  
Fund

  
The Hon Julie Bishop MP  
Minister for Foreign Affairs

  
Anthony Lake  
Executive Director

27/4/16

29/4/16

