



Australian Government
AusAID



Attachment C

AusAID Agreement No. 50912/xx

Letter for Emergency Funding
[Insert addressee and address]
UNFPA
XXXXXXXXXXXXXXXXXX

[Date]

Dear XXXXXXXXXXXX

I am pleased to advise that the Australian Government shall provide A\$ [Insert amount] for UNFPA's humanitarian/emergency relief work for [Insert the country and the issues expected to be addressed by the funding *eg. Emergency obstetric care*] in response to [Insert the humanitarian/emergency] and [Insert reference to the name of the relevant UNFPA humanitarian/emergency appeal and date, and if relevant, the name of the relevant UNFPA action plan and date].

Please indicate your acceptance of this Letter by sending your written confirmation. The payment to UNFPA is currently being processed and we expect the funds to be received by your organisation shortly. Unless otherwise specified, the funds will be forwarded to the following account:

UNFPA NY Account Number 015-004570
JP Morgan Chase Bank, International Agencies Banking
1166 Avenue of the Americas, 17th Floor, New York, N.Y. 10036-2708
Swift Code: CHASUS 33 ABA: 021000021

Contribution of these funds is subject to the Terms and Conditions at Attachment A of the Partnership Framework between UNFPA and AusAID. Given the unpredictable nature of emergency, AusAID would consider flexibility around the duration of the funds and give favorable consideration to any non-cost extension submitted by UNFPA.

We look forward to continuing engagement with and support for UNFPA in its global humanitarian work.

Yours sincerely

[Name of Delegate]
[Position of Delegate]
[Branch of Delegate]
FMA Act s44 Delegate
Australian Agency for International Development (AusAID)



Attachment A

Terms and Conditions

In accordance with the Partnership Framework between UNFPA and AusAID, these Terms and Conditions will apply to any funding for earmarked activities between AusAID and UNFPA except where specifically excluded or amended in an Exchange of Letters or Letter for Emergency Funding (“Letter”).

I The Contribution

1. Funds for activities shall be transferred by AusAID to UNFPA within 30 days of signature of a Letter. Humanitarian funding shall be processed immediately.
2. The bank account used will be in the name of UNFPA. UNFPA will immediately acknowledge in writing to AusAID receipt of the funds.
3. If the Contribution is made in a currency other than United States dollars, its value will be determined by applying the United Nations operational rate of exchange in effect on the date of Entry into force. Should there be a change in the United Nations operational rate of exchange upon receipt of funds, the value of the Contribution will be adjusted accordingly to reflect the gain or loss arising. If in such a case, a loss in the value of the balance of funds is recorded, UNFPA will inform AusAID to determine whether any further financing may be provided by AusAID. If such further financing is not available, the activities of the Project may be reduced, suspended or terminated by UNFPA.
4. If the contribution is to be paid in installments, the amount and date of each installment payment will be set out in the Letter.
5. Contributions for humanitarian funding will, wherever practicable, be provided with reference to consolidated funding mechanisms.

II Utilisation of the Contribution

1. UNFPA shall use the contribution, in accordance with its Financial Regulations and Rules, policies and procedures, for the purpose outlined in the Letter of Request of the individual Activity document submitted by UNFPA to AusAID. Prior to receiving subsequent installments of the contribution, UNFPA will provide a statement indicating the proportion of the previous installment that has been expended in accordance with these Terms and Conditions.
2. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNFPA may submit to AusAID in a timely manner a supplementary estimate showing the further financing necessary. AusAID will endeavor to obtain the additional funds required and will advise UNFPA whether additional funds can be provided.
3. If a payment referred to in a Letter is not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 2 above is not forthcoming from AusAID or other sources, the assistance to be provided to the Activity under a Letter may be reduced, suspended or terminated by UNFPA after written notification to AusAID.
4. Any interest income attributable to the contribution shall be credited to UNFPA Account and shall be utilised in accordance with established UNFPA financial rules and regulations.
5. In accordance with its rules, regulations and procedures UNFPA shall, where feasible, endeavor to maximize opportunities for building the identity of the Activity as Australian Government-funded (e.g.,

through appropriate references in Activity-related documentation and public information about the Activity).

6. If unforeseen increases in expenses or commitments are expected or realized (whether due to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNFPA shall submit to the AusAID on a timely basis, a supplementary estimate showing the further financing required.
7. If the additional financing requested in accordance with the paragraphs above is not forthcoming from AusAID or other sources, UNFPA and the AusAID will consult with a view to obtaining additional resources.
8. UNFPA shall grant AusAID (or its representatives) access to Activity site(s) subject to the full concurrence of partner government. AusAID shall give UNFPA reasonable notice prior to commencement of such a visit.

III Administration and Reporting

1. Activity management and expenditures shall be governed by the regulations, rules and directives of UNFPA.
2. In accordance with the UNFPA Executive Board's decisions and directives as reflected in UNFPA's Policy on Recovery of Indirect Costs for Co-financing, the Contribution will be subject to a cost recovery charge of 7% for indirect costs incurred by UNFPA. All direct costs of implementation, including the costs of implementing partner/agency, will be identified in the Programme budget against a relevant budget line and borne by the Programme accordingly.
3. Activity management shall be in accordance with UNFPA policies and practices in relation to anti-corruption and prevention, detection, and investigation of fraud and recovery of funds subject to fraud.
4. Unless otherwise provided for in a Letter, UNFPA shall provide AusAID with progress reports and annual financial statements of account showing the use of earmarked funding. The financial statements should cover the calendar year in which contribution funds are expended, and will be forwarded to AusAID within six months of closure of accounts for that year. The progress reports should be forwarded to AusAID within 60 days of finalisation. UNFPA will provide AusAID with a final statement of account showing the use of the contribution within six months of closure of accounts for the year in which the Activity is completed. For contributions involving several donors in a pooled financial arrangement, there will be one single multi-donor progress report and financial statement(s).
5. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNFPA.
6. All statements will be expressed in US dollars.

IV. Monitoring and Evaluation

1. Wherever possible, AusAID will accept standard UNFPA reporting for monitoring and evaluation purposes. A Letter will identify what (if any) specific additional reporting may be required.
2. The content of reports shall be specified in each Letter and may include:
 - a summary of progress against UNFPA's Strategic Plan 2008-2013 Development and Management Results Frameworks
 - a brief summary of the major achievements in the period

- copies of any Impact Study Reports undertaken in the previous year
 - minutes of Activity coordination meetings held during the reporting period
 - updated monitoring frameworks.
3. In addition to the formal reporting requirements set out in these Terms and Conditions, UNFPA shall keep AusAID informed of progress, challenges and key issues for the Activity as they arise, through contact with the person named in the Letter.
 4. UNFPA shall give AusAID prior notice in writing if it proposes to make any substantive changes to the Activity. If AusAID believes such proposed changes would significantly impair the development and/or humanitarian value of the Activity, AusAID and UNFPA shall consult on measures to address AusAID's concerns. In the event such changes are implemented without AusAID's consent, AusAID reserves the right to modify or terminate its financial contribution to the Activity, subject to the settlement from AusAID funds of all those of the Activity's outstanding commitments and liabilities which have been necessarily and reasonably incurred by UNFPA and which are properly chargeable to AusAID; in accordance with the specified AusAID contribution.
 5. UNFPA shall inform AusAID in a timely manner concerning the opportunity to participate in periodic multi-donor reviews and evaluations as appropriate. All UNFPA programmes and projects are evaluated in accordance with UNFPA's Evaluation Policy. Representatives of AusAID will be invited to participate in evaluation missions relating to an Activity financed under this Partnership Agreement as deemed appropriate. The costs of AusAID participation in such missions will be covered by AusAID. UNFPA will share key findings of reports produced by UNFPA on such missions.

V Completion of the Activity

1. UNFPA shall notify AusAID when an Activity has been completed.
2. Notwithstanding the completion of an Activity, UNFPA shall continue to hold undisbursed funds until all commitments and liabilities incurred, prior to the date of receipt of the notice, in the execution/implementation of the Activity have been satisfied and the Activity is brought to an orderly conclusion.
3. If the unutilised funds prove insufficient to meet such commitments and liabilities, UNFPA shall notify AusAID and consult AusAID on the manner in which such commitments and liabilities may be satisfied.
4. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be refunded to AusAID or may be used by UNFPA for the same purpose, as formally agreed in writing with AusAID.

VI. Termination of a Letter

1. A Letter shall terminate by mutual agreement between the parties subject to written notice given three months in advance. Any Letter put in place prior to the termination of the Partnership Framework will remain in force on the terms set forth in that Letter, unless terminated separately, subject to the full settlement of any outstanding commitments and liabilities
2. Notwithstanding termination of all or part of a Letter, UNFPA shall continue to hold unutilised payments until all commitments and liabilities incurred, prior to the date of receipt of notice, in the execution/implementation of all or part of the Activity, for which the Letter has been terminated, have been satisfied and the Activity brought to an orderly conclusion.
3. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be returned to AusAID or may be used by UNFPA as agreed in writing with AusAID.

VII. Amendment of a Letter

1. A Letter may be amended through an exchange of letters between AusAID and UNFPA.

VIII. General Provisions

1. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both AusAID and UNFPA are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of AusAID to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, UNFPA undertakes to use all reasonable efforts to ensure that none of the AusAID 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, UNFPA discovers a link with any organization or individual associated with terrorism it must inform AusAID immediately.
2. The contribution is subject to UNFPA regulations, rules, policies and procedures including those relating to counter terrorism, protection of women and children from sexual exploitation, procurement, anti-corruption, prevention, detection and investigation of fraud and recovery of funds subject to fraud.
3. UNFPA's mandate adheres to the Programme of Action from the International Conference on Population and Development (ICPD) and acknowledges Australia's Guiding Principles on Family Planning and the Aid Program, which are based on the ICPD. In any cases where UNFPA is not able to follow the Guiding Principles, UNFPA will propose to AusAID alternative use of the relevant funds consistent with the Guiding Principles. If UNFPA and AusAID cannot agree on an alternative use of the funds, the funds will be returned to AusAID.

XI. Resolution of disputes

1. Any dispute arising between UNFPA and AusAID over the interpretation or application of a Letter shall be resolved through mutual discussion and conciliation.
2. Nothing in this Partnership Framework shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs including UNFPA.
3. A Letter issued under the Partnership Framework is not an international treaty. It is an administrative arrangement between the Government of Australia and the United Nation's Population Fund for additional earmarked contributions.



Australian Government

AusAID



Attachment B

EOL No. 50912/xx

File No: [INSERT FILE No.]

[INSERT Name]

[INSERT Address]

Dear

**EXCHANGE OF LETTERS
UNDER THE PARTNERSHIP FRAMEWORK 2009-2013 BETWEEN THE
UNITED NATIONS POPULATION FUND (UNFPA) REPRESENTED BY THE
XXXXX REGIONAL OFFICE / COUNTRY OFFICE
AND THE COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE
AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT (AUSAID)
ON ACTIVITIES IN SUPPORT OF PUBLIC HEALTH IN THE
XXXXX REGION**

- 1 This letter initiates Exchange of Letters Number /XX between AusAID and UNFPA represented by Headquarters / Regional Office () / Country Office [SELECT AS APPROPRIATE] in accordance with the above Partnership Framework. The Terms and Conditions contained in Attachment A of the Partnership Framework apply to this Exchange of Letters.
- 2 The parties agree that the title of the Activity to be used in all documentation, correspondence and publicity is “[INSERT ACTIVITY TITLE]”
- 3 AusAID offers to provide UNFPA Headquarters / Regional Office () / Country Office [SELECT AS APPROPRIATE] with a contribution for the implementation of the Activity as described in the Activity Proposal “[NAME OF PROPOSAL]” of [DATE] (attached) and any amendments agreed in writing by AusAID.
- 4 The contribution is A\$ [AMOUNT]. [FOR ACTIVITIES GREATER THAN ONE YEAR, INSERT PAYMENT SCHEDULE]
- 6 UNFPA Headquarters / Regional Office () / Country Office [SELECT AS APPROPRIATE] will be responsible to AusAID for disbursement of the contribution in accordance with detailed contained in the Activity Proposal.
- 7 UNFPA Headquarters / Regional Office () / Country Office [SELECT AS APPROPRIATE] will report to AusAID in accordance with the reporting requirements in the Terms and

Conditions and, any additional reporting requirements specified in this Exchange of Letters.
[INSERT ANY ADDITIONAL REPORTING REQUIREMENTS]

- 8 This Exchange of Letters will be deemed to commence on the date of receipt by AusAID of acceptance of this Exchange of Letters and will conclude on [INSERT DATE].
- 9 Please indicate your acceptance of this Exchange of Letters by signing both original copies and returning one signed copy to AusAID.

Yours sincerely

[INSERT NAME]
FMA Act Section 44 Delegate

[DATE]

Signed for and on behalf of UNFPA by:

Name and Designation

Signature

Dated this

day of

20XX

Attachment

[ATTACH AGREED ACTIVITY PROPOSAL AND BUDGET]

X. TERMINATION

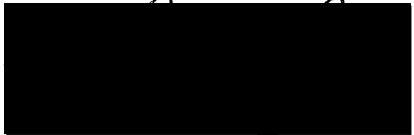
This Partnership Framework will terminate by mutual arrangement between both parties subject to written notice given three months in advance. Upon termination, any unused portion of the contribution other than those irrevocably committed in good faith before the date of termination and those agreed between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

XI ATTACHMENTS

The following attachment forms part of this Framework:

- Attachment A Terms and Conditions
- Attachment B Exchange of Letters
- Attachment C Letter for Emergency Funding

SIGNED in duplicate at SYDNEY.....on the 4th.....day of DECEMBER 2009.



The Hon. Stephen Smith MP
Minister for Foreign Affairs

For the Australian Government



Ms Thoraya Obaid
Executive Director

United Nations Population Fund