



Australian Government
AusAID



Partnership Framework

between the

Australian Agency for International Development (AusAID)

and the

**United Nations Relief and Works Agency for Palestine
Refugees in the Near East (UNRWA)**

2011 - 2016

AusAID Agreement No 60695

I. BACKGROUND

The Australian Government's foreign policy seeks to help people overcome poverty and to promote stability and prosperity, both in the Asia-Pacific region and beyond. This includes supporting the delivery of humanitarian assistance in response to natural and human-induced disasters and crises.

The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) provides assistance and protection for Palestine refugees in Jordan, Lebanon, Syria and the West Bank and Gaza Strip.

This Partnership Framework outlines how Australia will work with UNRWA to ensure assistance and protection for a population of 4.8 million registered Palestine refugees under UNRWA's mandate in Jordan, Lebanon, Syria and the West Bank and Gaza Strip. The Partnership Framework also represents a basis for Australia's provision of multi-year funding to UNRWA.

AusAID supports UNRWA's Medium Term Strategy 2010 – 2015 ("UNRWA Medium Term Strategy"), and will use this strategy to facilitate the tracking of progress under the Partnership Framework.

II. GUIDING PRINCIPLES

In this Partnership Framework, AusAID and UNRWA (referred herein individually as a "Party" and collectively as "the Parties") mutually acknowledge their commitment to:

1. The United Nations General Assembly Resolution 302 (IV) of 8 December 1949, under which UNRWA was established;
2. The delivery of effective aid to Palestine refugees;
3. The United Nations Millennium Declaration (A/RES/55/2) and the Millennium Development Goals;
4. Implementing sustainable development and timely humanitarian assistance through the UN development system in a manner that recognises the UN Development Group "*Delivering as One*" principles including national ownership, coordinated assessments and implementation of coherent systems;
5. A closer, stronger and more transparent partnership based on:
 - a. Mutual respect for the contribution of each Party, and recognising that each Party has different skills, attributes and strengths;
 - b. Open and effective communication, including the sharing of lessons learned to strengthen the quality and effectiveness of joint and separate activities.

III. SHARED OBJECTIVES

Shared Objective 1 - To work together to assist Palestine refugees in UNRWA's areas of operations	
Partnership commitments	As evidenced by
AusAID and UNRWA will work in partnership to make progress towards UNRWA's provision of assistance and	Progress on the UNRWA Medium Term Strategy and discussions at annual UNRWA-AusAID consultations.

<p>protection for Palestine refugees in UNRWA's areas of operations</p> <p>AusAID and UNRWA will work to improve the quality of life of Palestine refugees with disability.</p> <p>UNRWA and AusAID recognise the importance of supporting gender equity and the empowerment of Palestine refugee women.</p>	<p>Reporting by UNRWA at the annual consultation on efforts relating to improved access and inclusion of people with disability in the context of UNRWA's disability mainstreaming activities.</p> <p>Reporting at the annual consultation will include progress towards gender equity and women's empowerment in the context of UNRWA's gender mainstreaming activities.</p>
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Shared Objective 2 – To ensure the effective delivery of humanitarian programs to Palestine refugees

Partnership commitments	As evidenced by
<p>AusAID and UNRWA are both committed to improving the effectiveness of aid programs.</p> <p>AusAID and UNRWA will work toward improving the delivery of services to Palestine refugees through agreement on annual performance indicators.</p>	<p>Progress on the Strategy, as reported in the Harmonised UNRWA-Donor Report submitted to the Advisory Commission each year.</p> <p>Annual updates of performance against agreed performance indicators in the Harmonised UNRWA-Donor Report.</p>

Shared Objective 3 – To build public awareness of the outcomes of the AusAID –UNRWA partnership

Partnership commitments	As evidenced by
<p>AusAID and UNRWA acknowledge the important contribution that effective communication and public diplomacy can make to building public support for the partnership and will capitalise on opportunities which contribute to publicising the outcomes of the collaboration.</p>	<p>The number of appropriate and jointly agreed public awareness activities identified at the annual consultations and subsequently implemented.</p>

IV. FUNDING CONTRIBUTIONS

The Partnership Framework applies to all AusAID contributions to UNRWA, unless otherwise agreed upon by the Parties.

A) GENERAL FUND

AusAID is committed to the provision of core funding to its main partners within the UN system. Subject to annual budgetary appropriations by the Australian Government, AusAID will provide

un-earmarked contributions to UNRWA’s General Fund for the period from **the date of the last signature** on the two original copies of this agreement to **30 June 2016** consisting of:

1. A **Base Contribution** to be paid by **30 September** each year as set out in Table 1 below, with twenty per cent of each annual payment (“Performance-Linked payment”) being determined by an annual Performance Assessment using the methodology set out in **Annex C**. The Parties will jointly agree upon the indicators, targets, assessment methods and timing to be used in the Performance Assessment each year, based on the indicative template at **Annex C**. The Performance Assessment will utilise harmonised monitoring and reporting approaches agreed with UNRWA’s other main donors.

Financial year	2011-12 AU\$m	2012-13 AU\$m	2013-14 AU\$m	2014-15 AU\$m	2015-16 AU\$m	Total AU\$m
UNRWA	15.0	15.0	20.0	20.0	20.0	90.0

Table 1. Base Contributions to UNRWA (AUD million)

2. **Additional General Fund Contributions** (to be determined annually).

AusAID may, from time to time, make additional General Fund contributions to UNRWA in accordance with available resources, policy priorities and satisfactory achievement of the partnership commitments made under the Partnership Framework.

Any identifiable interest earned by UNRWA on the Base Contributions or Additional General Fund Contributions will be added to the General Fund contributions and used as part of the funding for UNRWA’s Regular Budget.

Additional General Fund Contributions will be provided pursuant to the template for the Exchange of Letters at **Annex A**.

B) APPEAL CONTRIBUTIONS

AusAID may, from time to time, make **Appeal Contributions** to specified UNRWA appeals if it determines that special circumstances suggest that this would be appropriate.

Appeal Contributions will be provided pursuant to the template for the Exchange of Letters at **Annex B**.

V. IMPLEMENTATION OF PARTNERSHIP

AusAID and UNRWA will pursue this partnership through engaging in strategic dialogue, sharing policies, processes and lessons learnt to achieve jointly agreed priorities as outlined in the UNRWA Medium Term Strategy and biennium plans. AusAID and UNRWA will take a consistent approach to communication and coordination which will include:

1. Regular interaction via the Australian Representative Office in Ramallah, the AusAID Middle East Desk in Canberra, and the relevant UNRWA offices in the Middle East;
2. Australia will participate in UNRWA’s Advisory Commission and sub-committee meetings, and take an active and constructive role in tracking the achievement of results by UNRWA;

3. Progress under the Partnership Framework will be reviewed through an annual consultation. This will involve reviewing progress and results as communicated in the Harmonised UNRWA-Donor Report and discussed at regularly scheduled Advisory Commission and/or Subcommittee meetings and/or bilaterally, as required. The annual consultation will include a discussion/update on partnership objectives and opportunities to raise awareness of the contribution of the partnership. Timing and location of the annual consultation will be determined by the Parties, taking into account opportunities such as high level visits by either Party;
4. AusAID participation in UNRWA activities or joint field missions as appropriate.

VI. REPORTING, MONITORING AND EVALUATION

A) FINANCIAL REPORTING

UNRWA will administer and account for AusAID contributions in accordance with UNRWA's Financial Regulations and other applicable Rules, procedures and practices.

UNRWA will submit annual accounts to AusAID for the period of the contribution following completion of audits by the UN Board of Auditors, whose certificates will appear in the UNRWA Financial Report.

B) NARRATIVE REPORTING

UNRWA will submit to AusAID the Harmonised UNRWA-Donor Report on an annual basis within 90 days of calendar year-end for the duration of the Partnership Framework. The Harmonised UNRWA-Donor Report fulfils the programmatic reporting requirements with performance measures monitored and consolidated at an organizational level, based on UNRWA's biennium plans.

In assessing the performance of UNRWA and its programs, AusAID will rely both on UNRWA's own monitoring and evaluation systems and on additional procedures in the Performance Assessments agreed annually in relation to the Performance-Linked payment.

AusAID recognises that managing for better development results involves investment in evaluation of aid activities and programmes, and that funds provided by AusAID to UNRWA can be allocated for this purpose.

AusAID will also participate in multi-donor dialogue with UNRWA on performance and policy issues through its membership in the UNRWA Advisory Commission.

VII. COUNTER TERRORISM

Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, the Parties 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. To those ends, UNRWA is committed to taking appropriate steps to ensure that funding provided by AusAID to support UNRWA is not used to provide assistance to, or otherwise support, terrorists or terrorist organizations, and will inform AusAID immediately if, during the course of this Partnership Framework, UNRWA determines that any such funds have been so used.

VIII. ANTI-CORRUPTION AND FRAUD

The Parties are committed to preventing and detecting corruption, bribery, and fraud.

1. The Parties will not make or cause to be made, or receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any person or entity, as an inducement or reward in relation to the execution of this Partnership Framework or any arrangement or provision of funds in relation to its respective operations.
2. The Parties will not engage in theft, or fraud or fraudulent activity, defined as any act or omission that intentionally misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
3. The Parties will use best endeavours to ensure that any employee, agent, representative or other entity for which it is responsible, will comply with this section.
4. If UNRWA becomes aware of any detected, suspected or attempted corruption, bribery, fraud, or fraudulent activity involving any activities funded in whole or in part with a contribution made under this Partnership Framework, UNRWA will report the details promptly to AusAID. UNRWA will investigate the alleged corruption, bribery, fraud, or fraudulent activity and take actions in accordance with UNRWA's regulations, rules, policies and procedures.

UNRWA bears primary responsibility for preventing and detecting fraudulent use of funds contributed under this Partnership, in accordance with UNRWA's procedures and policies.

Following the conclusion of any investigation that identifies fraudulent activity, UNRWA will:

- a) use its best efforts to recover any part of the contribution that is the subject of fraudulent activity, in accordance with UNRWA's procedures, policies and privileges and immunities under international law, including by referring the matter to appropriate relevant governmental, police or other authorities; and,
- b) following recovery of any part of the Contribution misappropriated through fraudulent activities, UNRWA will, as required by AusAID, reimburse the recovered amount or credit it to a mutually agreed activity.

IX. CHILD PROTECTION

UNRWA will not engage in, and will use its best endeavours to ensure that funds provided under this Partnership Framework are not used in connection with any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. Activities funded pursuant to contributions made under this Partnership Framework shall be subject to UNRWA's policies, procedures, regulations and rules relating to child protection and protection from sexual exploitation.

X. TRANSPARENCY

AusAID and UNRWA are committed to principles of transparency consistent with AusAID's Transparency Charter dated November 2011. The Parties will apply these principles of transparency to information relating to Australian funding of UNRWA's work in assistance and protection. AusAID will periodically publish detailed information about work under the Partnership Framework on the AusAID website. This may include publicity materials, official notices, reports, and publications related to the Australian funding of UNRWA's work in assistance and protection, the results of UNRWA aid activities and AusAID's evaluations of UNRWA's performance. UNRWA will periodically publish details of funding received under this Partnership Framework and results achieved, through reports such as those submitted to the General Assembly and the Advisory Commission. AusAID shall not publish or release information regarded as sensitive, without prior consultation with, and agreement from, UNRWA.

XI. RECOGNITION OF THE CONTRIBUTION

UNRWA shall submit to AusAID a list of proposed visibility activities, which may be amended by the parties from time to time, to acknowledge Australia's contribution and any other Australian support provided pursuant to the Partnership Framework. Based on the proposed list of visibility activities, the Parties shall agree to the visibility activities to be undertaken, including display of the Australian aid identifier. The visibility activities shall reflect that UNRWA is responsible for the implementation of activities and will be in conformance with applicable UN and UNRWA guidelines.]

XII. DURATION

The Partnership Framework will come into operation on the date of the last signature on the two original copies and expires on 30 June 2016.

The Partnership Framework and its attachments set out the whole agreement between the Parties in respect of all AusAID contributions to UNRWA, unless otherwise indicated by AuSAID, and supersedes any prior agreement (whether oral or written).

The Parties will review the Partnership Framework approximately six months prior to its conclusion on 30 June 2016, and at any other times mutually agreed by both Parties, to determine its value and impact and inform a possible next phase of the partnership.

XIII. AMENDMENT

The Partnership Framework and its attachments may be modified with the consent of the Parties via an exchange of letters.

IV. DISPUTE RESOLUTION

Any disputes arising over the interpretation or application of the Partnership Framework will be resolved through mutual discussion and conciliation.

The Partnership Framework and any exchange of letters under the Partnership Framework are not an international treaty. It is an administrative arrangement between the Government of Australia and UNRWA, called a Partnership Framework.

XV. TERMINATION

The Partnership Framework will terminate on 30 June 2016 or earlier by mutual agreement between the Parties subject to written notice given three months in advance. Upon termination, any unused portion of the contribution other than those irrevocably committed in good faith before the date of termination and those agreed between the Parties as being required to finalise activities will be returned to AusAID.

XVI. PRIVILEGES AND IMMUNITIES

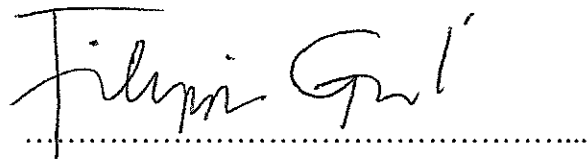
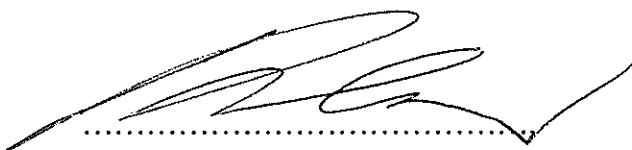
Nothing contained in the Partnership Framework will be deemed a waiver, express or implied, by either Party of its privileges and immunities including those of the United Nations and its subsidiary organs.

XVII. ANNEXURES

The following Annexures form part of the Partnership Framework:

- Annex A** Template for Exchange of Letters for Additional Contributions
- Annex B** Template for Exchange of Letters for Appeal Contributions
- Annex C** Template for annual performance assessment

SIGNED in duplicate



Senator the Hon Bob Carr Minister for Foreign Affairs For the Australian Agency for International Development (AusAID)	Filippo Grandi Commissioner-General For the United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA)
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