



Office for the Coordination of Humanitarian Affairs

**Memorandum of Understanding  
for donation to the  
Central Emergency Response Fund (CERF)**

**Between**

**The Government of Australia, as represented by  
the Australian Agency for International Development  
(Donor)  
AusAID Agreement No. 53662**

Address: AusAID  
Australian Mission to the United Nations, New York  
150 East Street, Level 33  
New York NY 10017

Contact: [REDACTED]

Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

**and**

**United Nations Office for the Coordination of Humanitarian Affairs  
(OCHA)**

Address: United Nations Headquarters  
CERF Secretariat/OCHA  
[REDACTED]

111 East 42nd Street  
New York NY 10017

Contact: [REDACTED]  
Finance and Administration Section, Central Emergency Response Fund  
Secretariat

Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]

Background.

This Contribution Agreement is made under the Partnership Framework signed by the parties on 1 December 2008 and constitutes Attachment B to the Partnership Framework. The contribution to be paid under this Contribution Agreement includes \$12,000,000 Australian dollars which was paid in January 2010 in accordance with a letter from the Donor to OCHA dated 14 December 2009.

1. Contribution.

- 1.1 Donor shall make available to OCHA an amount of not more than \$60,000,000 Australian dollars over the Australian financial years 2009 – 10 to 2012-13 to support the United Nations Central Emergency Response Fund (CERF) established in accordance with the following:
  - The Secretary-General's report of 20 October 2005 to the UN General Assembly entitled "Improvement of the Central Emergency Revolving Fund," setting out the rationale for the fund, its objectives, and the management, governance and accountability arrangement for the fund, and
  - The UN General Assembly Resolution A/RES/60/124 adopted 15 December 2005 approving the upgrade of the Central Emergency Revolving Fund to the Central Emergency Response Fund.
- 1.2 The contribution will be transferred in Australian dollars and recorded against the UN rate of exchange applicable at the time of receipt.
- 1.3 The contribution shall be utilized in accordance with the United Nations Financial Rules and Regulations.
- 1.4 Donor shall make payments of the contribution as follows:
  - \$12,000,000 Australian dollars (paid in January 2010).
  - \$14,000,000 Australian dollars in January 2011.
  - \$16,000,000 Australian dollars in January 2012.
  - \$18,000,000 Australian dollars in January 2013.
- 1.5 It is understood that the contribution will be pooled with other donors' contributions to the CERF and that, depending upon the rates of disbursement from the CERF for use in humanitarian emergencies as they arise, the CERF may have a surplus balance at the end of the year which would be carried over to the following year.

1.6 The contribution shall be paid into the United Nations General Trust Fund as follows:

Bank:  
Account Name:  
Account Number:  
SWIFT Code:  
Bank Address:

Reference:

1.7 The contribution shall be held in an interest-bearing account and all interest accrued on the investment of the contribution shall be used solely to fund activities related to the CERF and shall be included in the financial reporting for the CERF.

1.8 Either party may terminate this Contribution Agreement at any time by giving thirty (30) days' written notice to the other Party. The Parties will consult each other in advance in case the Parties consider termination of this Contribution Agreement.

1.9 The Donor may decide to withhold all or a portion of the contribution if the operation of the CERF deviates substantially from its goals and objectives defined by Resolution A/RES/46/182 and by the Secretary-General's report A/60/432 (and any of their later amendments), or if events occur which substantially defeat the CERF from achieving its goals. In this case all remaining funds other than those irrevocably committed in good faith before the date of the termination and those agreed between the two participants as being required to finalize activities, will be returned to the Donor.

2. Reporting.

2.1 The contribution and other funds in the CERF shall be subject to the internal and external auditing procedures as provided for in the United Nations Rules and Regulations.

2.2 Should an audit report of the external auditor of the United Nations contain observations relevant to the contribution, a copy of such a report and of the United Nations' published comments shall be made available to the Donor.

2.3 OCHA will make available to the Donor an annual report regarding the use of the funds in accordance with its usual reporting practices.

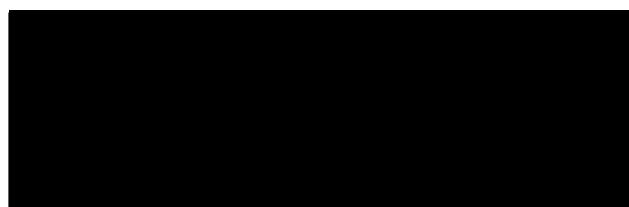
3. Counter-Terrorism.

- 3.1 Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267(1999) and related resolutions, both the OCHA and the Donor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Donor to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism.
- 3.2 In accordance with its policy, OCHA undertakes to use all reasonable efforts to ensure that none of the contribution is used to provide support to individuals or entities associated with terrorism. If, during the course of provision and/or administration of the contribution, OCHA discovers a link with any organization or individual associated with terrorism, OCHA will inform the Donor immediately.

4. Obligation to Repay.

- 4.1 Should the UN General Assembly decide to close or terminate the grant facility of the CERF, unless otherwise agreed by Donor and OCHA, any unspent portion of the contribution, and any interest earned thereon, shall be returned to Donor's bank account as follows:

Bank:  
Account Name:  
Account Number:  
SWIFT Code:  
Bank Address:



5. Settlement of Disputes.

- 5.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of the Agreement or the breach, termination or invalidity thereof.
- 5.2 Any disputes under or relating to this Memorandum of Understanding that are not settled amicably shall be submitted to arbitration at the request of either party and the arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules.

6. Amendment of the Agreement.

- 6.1 This agreement may be amended prior to its termination or expiry by written agreement of both Parties.

Two originals of the text of this Agreement, written in the English language, have been signed.

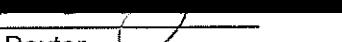
For Office of the Controller:

  
  
Assistant Secretary-General,  
Controller  
United Nations

Date:

*5 December 2010*

For Donor :

  
  
Peter Baxter  
Director-General  
Australian Agency for International  
Development, AusAID

Date:

*13 December 2010.*