

FUNDING AGREEMENT DEED

BETWEEN

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development

ABN 62 921 558 838

and

Social Science Research Council

FOR

Conflict Prevention and Peace Forum Agreement

AUSAID AGREEMENT 50488

DEED made second day of June 2009

BETWEEN:

COMMONWEALTH OF AUSTRALIA represented by the Australian Agency for International Development (“**AusAID**”), ABN 62 921 558 838, of the Department of Foreign Affairs and Trade,

AND

Social Science Research Council, of **Social Science Research Council One Pierrepont Plaza, 15th Floor Brooklyn NY 11201 USA** (the “**Organisation**”).

RECITALS:

- A. AusAID wishes to provide the Organisation with Funds to undertake an Activity.
- B. The Organisation wishes to accept the Funds subject to the terms and conditions in this Deed.

OPERATIVE:

AusAID and the Organisation promise to carry out and complete their respective obligations in accordance with this Deed including the Deed Conditions, schedules and any annexes contained herein.

IN WITNESS whereof this Deed has been executed by the Commonwealth, by an authorised officer, and has been executed by the Organisation by its authorised officer.

SIGNED

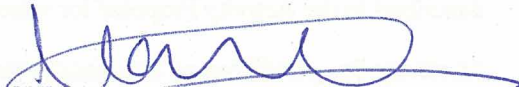
for and on behalf of the

COMMONWEALTH OF AUSTRALIA

represented by the Australian Agency for International Development (AusAID) by

Mat Kimberley, Group Manager

Name and Position
FMA Act s.44 Delegate


Signature

in the presence of -

Andrew Mackee
Name of Witness
(Print)


Signature of Witness

SIGNED

for and on behalf of

Social Science Research Council by

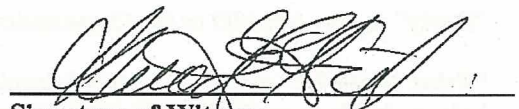
Craig Calhoun, President
Name and Position
(Print)


Signature

By executing this Deed the signatory warrants that he/she is duly authorised to execute this Deed on behalf of the Organisation.

in the presence of -

Brittany Gleixner-Hayat
Name of Witness
(Print)


Signature of Witness

DEED CONDITIONS

1. INTERPRETATION

1.1 Definitions

In this Deed, including the recitals unless the context otherwise requires:

"Activity" means the activity **Conflict Prevention and Peace Forum Agreement** described in the Activity Proposal for which the Funds are provided.

"Activity Proposal" means the specific tasks and budget associated with the Activity included as **Schedule 1** to this Agreement.

"Agreement" means this Deed including all Parts and any schedules and annexes.

"Agreement Material" means all material created or required to be developed or created as part of, or for the purpose of undertaking the Activity, including documents, equipment, information data, sounds and images stored by any means.

"Business Day" means a day on which AusAID is open for business.

"Commonwealth" means Commonwealth of Australia or AusAID, as appropriate.

"Deed" means this Agreement comprising these Deed Conditions, schedules and any annexes.

"Fraudulent Activity", "Fraud" or "Fraudulent" means dishonestly obtaining a benefit by deception or other means.

"Funds" means the amount of money as specified in clause titled 'Funds and Payment' of this Agreement that has been approved by AusAID and paid to the Organisation subject to the conditions outlined in this Agreement for the Activity.

"Independently Audited" means financial records audited by a certified financial professional that is in no way linked or associated with the Activity or the Parties to this Agreement.

"Partner Government" means the Government of the Partner Country.

"Partner Country" means the country or countries in which the Activity is to be undertaken in whole or in part.

"Party" means AusAID or the Organisation.

"Prior Material" means all material developed by the Organisation or a third party independently from the Activity whether before or after commencement of the Activity.

“Relevant List” means the lists of terrorist organisations made under Division 102 of the *Criminal Code Act 1995* (Cth) and the *Charter of the United Nations Act 1945* (Cth) posted at: <http://www.nationalsecurity.gov.au/agd/www/nationalsecurity.nsf/AllDocs/95FB057CA3DECF30CA256FAB001F7FBD?OpenDocument> and http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html#3

“Similar List” means any similar list to the World Bank List maintained by any other donor of development funding.

“World Bank List” means a list of organisations maintained by the World Bank in its “Listing of Ineligible Firms” or “Listings of Firms, Letters of Reprimand” posted at: <http://web.worldbank.org/external/default/main?theSitePK=84266&contentMDK=64069844&menuPK=116730&pagePK=64148989&piPK=64148984>

1.2 Deed prevails

If there is any inconsistency (whether expressly referred to or to be implied from this Deed or otherwise) between the provisions of the Deed Conditions and those of the schedules and any annexes, the schedules and any annexes are to be read subject to the Deed Conditions and the provisions of the Deed Conditions prevail to the extent of the inconsistency.

2. **TERM OF THE AGREEMENT**

- 2.1 The term of this Agreement commences upon execution by both parties being the date indicated at the front of this Agreement and continues until all obligations have been fulfilled under this Agreement, unless terminated earlier in accordance with this Agreement.
- 2.2 The Organisation must commence the Activity on **2 June 2009** and must complete the Activity by **31 December 2009**.

3. **NOTICES**

- 3.1 For the purpose of serving notices to either Party of this Agreement, a notice must be in writing and shall be treated as having been duly given and received:
- (a) when delivered (if left at that Party’s address);
 - (b) on the third Business Day after posting (if sent by pre-paid mail); or
 - (c) on the Business Day of transmission (if given by facsimile and sent to the facsimile receiver number of that Party and no intimation having been received that the notice had not been received, whether that intimation comes from that Party or from the operation of facsimile machinery or otherwise).

- 3.2 For the purposes of this Agreement, the address of a Party is the address set out below or another address of which that Party may give notice in writing to the other Party:

AusAID:

To: Andrew MacKee
Assistant Director, Crisis Prevention, Stabilisation and Recovery
Group

Postal Address: Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA

Street Address: 255 London Circuit
CANBERRA ACT 2601 AUSTRALIA

Facsimile: 61 2 6202 4695

Organisation:

To: Mr William G. O'Neill
Director, Conflict Prevention and Peace Forum

Postal Address: Social Science Research Council
One Pierrepont Plaza, 15th Floor
Brooklyn NY 11201 USA

Street Address: Social Science Research Council
One Pierrepont Plaza, 15th Floor
Brooklyn NY 11201 USA

Facsimile: 1-212-377-2727

4. GENERAL CONDITIONS

- 4.1 The Organisation must carry out the Activity in accordance with the Activity Proposal and the terms and conditions of this Deed.
- 4.2 The Organisation must advise AusAID immediately of any difficulties or delays in implementation of the Activity.
- 4.3 The Organisation shall acknowledge in writing to AusAID receipt of the Funds immediately on its receipt.
- 4.4 The Funds and any interest earned or exchange rate gains must be used diligently and for the sole purpose of the Activity outlined in **Schedule 1** of this Agreement. Any interest earned or exchange rate gains made on the Funds must only be expended on the Activity.

- 4.5 The Organisation acknowledges that Funds provided by AusAID to the Organisation for this Activity does not entitle the Organisation to any other or further funding.
- 4.6 The Organisation shall acknowledge AusAID funding assistance provided under this Deed where appropriate and advise AusAID of matters relating to any publicity and media relations, prior to any publication or media release.
- 4.7 The Organisation must not represent itself and must ensure that its volunteers, employees, agents and sub-contractors participating in the Activity do not represent themselves as being employees, partners or agents of the Commonwealth of Australia.
- 4.8 The Organisation is responsible for the security of all of its personnel (including personnel either employed by the Organisation or engaged by the Organisation on a sub-contract basis or agents or volunteers of the Organisation engaged in the provision of the Activity) and for taking-out and maintaining all appropriate insurances.
- 4.9 The Organisation must not assign its interest in this Agreement without first obtaining the consent in writing of AusAID.
- 4.10 No delay, neglect or forbearance by either Party in enforcing against the other any term or condition of this Agreement shall be deemed to be a waiver or in any way prejudice any right of that Party.
- 4.11 This Agreement is governed by, and is to be construed in accordance with, the law of the Australian Capital Territory and the Parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory and any court hearing appeals from those courts.

5. DEED AMENDMENTS

- 5.1 AusAID or the Organisation may propose amendments to this Agreement at any time for the purpose of improving the delivery of the Activity, the efficiency, cost-effectiveness and development impact of the Activity.
- 5.2 Changes to this Agreement (including to **Schedule 1** and any annexes) shall only be effected if agreed in writing and signed by both Parties in the form of a Deed of Amendment.

6. PROCUREMENT OF GOODS

- 6.1 The Organisation must not use the Funds to acquire any asset, apart from those detailed in the Activity Proposal without obtaining AusAID's prior written approval. Subject to the requirements of this clause, the Organisation shall own the assets acquired with the Funds unless specified otherwise in the Activity Proposal.
- 6.2 If the Funds are being used to procure goods, the Organisation must ensure in its procurement of the goods that:

- (a) the goods to be procured are of a satisfactory quality;
- (b) the goods shall be delivered in good order and condition and in accordance with the Activity timetable;
- (c) the price paid for goods procured represents value for money;
- (d) there is open and effective competition in the purchasing process to the extent practicable; and
- (e) a professional approach is reflected in the purchasing process including ethical behaviour and fair dealing.

6.3 If the Funds are being used to procure goods, the Organisation must maintain a Register of Activity Assets. The Register shall record non-consumable items funded under this Agreement or supplied by AusAID to the Activity which have a value of AUD1,000 (or equivalent) or more. In addition non-consumable items of a portable and attractive nature with a value of less than AUD1,000 (or equivalent) shall also be recorded. The Register shall show date of receipt of the asset at the Activity site, the cost, the purchase/payment document date and reference number, a description and identification number, and the location of the asset. Disposal or write-off of AusAID funded or provided assets shall be as agreed in writing by AusAID. The Register and other relevant documents such as import papers and manufacturers' warranties relating to the assets shall be available for audit as required by AusAID. The Register shall be reconciled with Activity assets at least every twelve months and the results of that reconciliation included in the Annual Reports required in clause titled 'Reports' in this agreement.

7. MONITORING AND EVALUATION

7.1 The Organisation must, if required by AusAID, permit AusAID to monitor and/or evaluate the Activity and/or use of the Funds. AusAID shall give the Organisation at least two (2) weeks notice of its intentions prior to commencing such a review. In that event, the Organisation must cooperate fully with any request for assistance pursuant to any such study.

8. INDEMNITY

8.1 The Organisation must at all times indemnify AusAID, its employees, agents and contractors (except the Organisation) ("**those indemnified**") from and against any loss or liability whatsoever suffered by those indemnified or arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused or contributed to in any way by any wilfully wrongful, unlawful or negligent act or omission of the Organisation, or any of the Organisation's personnel in connection with this Agreement.

8.2 The Organisation agrees that AusAID may enforce the indemnity in favour of the persons specified in **Clause 8.1** above for the benefit of each of such persons in the name of AusAID or of such persons.

8.3 The indemnity in this **Clause 8** is reduced to the extent that the loss or liability is directly caused by AusAID, its employees, agents or contractors (except the Organisation), as substantiated by the Organisation.

8.4 This indemnity shall survive termination or expiration of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 The title to all intellectual property rights in or in relation to Agreement Material created during the course of the Activity shall vest in AusAID upon its creation. AusAID shall grant to the Organisation a world-wide, revocable, non-exclusive, royalty-free licence to use the material.

9.2 **Clause 9.1** does not affect the ownership of intellectual property in any Prior Material incorporated into the Agreement Material, but the Organisation grants to AusAID a permanent, irrevocable, royalty-free worldwide, non-exclusive licence to use, reproduce, adapt and otherwise exploit such Prior Material in conjunction with the Agreement Material. The licence granted under this **Clause 9.2** includes the right of AusAID to sub-licence any of its employees, agents or contractors to use, reproduce, adapt and otherwise exploit the Prior Material incorporated into the Agreement Material for the purposes of performing functions, responsibilities, activities or services for, or on behalf of, AusAID.

10. COMPLIANCE WITH LAWS, GUIDELINES AND POLICIES

10.1 The Organisation and its personnel must have regard to and comply with, relevant and applicable laws, guidelines, regulations and policies, including those in Australia and in the Partner Country. A list, as amended from time to time, of Australian laws and guidelines that may apply to the delivery of developmental aid to foreign countries can be found on the AusAID website: <http://www.ausaid.gov.au/business/contracting.cfm>. This list is not exhaustive and is provided for information only. The provision of this list does not relieve the Organisation from complying with the obligations contained in this clause headed 'Compliance with Laws, Guidelines and Policies'.

10.2 The Organisation must comply with AusAID's *Child protection policy* (<http://www.ausaid.gov.au/publications/pubs.cfm?Type=PubPolicyDocuments>) and particularly the child protection compliance standards at Attachment 1 to the policy. AusAID may audit the Organisation's compliance with AusAID's *Child protection policy* and child protection compliance standards. The Organisation must participate cooperatively in any reviews conducted by AusAID.

10.3 The Organisation must use its best endeavours to ensure:

- (a) that individuals or organisations involved in implementing the Activity are in no way linked, directly or indirectly, to organisations and individuals associated with terrorism; and
- (b) that Funds provided under this Agreement are not used in any way to provide direct or indirect support or resources to organisations and individuals associated with terrorism.

If, during the course of this Agreement, the Organisation discovers any link whatsoever with any organisation or individual listed on a Relevant List it must inform AusAID immediately.

10.4 If, during the course of this Agreement, the Organisation is listed on a World Bank List or Similar List it must inform AusAID immediately.

10.5 The Organisation agrees that:

- (a) The Organisation and its employees, agents, representatives or its subcontractors must not engage in any Fraudulent Activity. The Organisation is responsible for preventing and detecting Fraud.
- (b) The Organisation must report in writing within five (5) working days to AusAID any detected, suspected, or attempted Fraudulent Activity involving the Activity. AusAID may direct the Organisation to investigate the alleged Fraud and the Organisation must undertake an investigation at the Organisation's cost and in accordance with any directions or standards required by AusAID.
- (c) Following the conclusion of any investigation which identifies acts of a Fraudulent nature, the Organisation shall:
 - (i) make every effort to recover any AusAID Funds, the subject of Fraudulent Activity;
 - (ii) refer the matter to the relevant police or other authorities responsible for prosecution of Fraudulent Activity; and
 - (iii) be liable for the repayment of any Funds amounts misappropriated by the Organisation, its agents, representatives or subcontractors.
- (d) The Organisation warrants that the Organisation shall not make or cause to be made, nor shall the Organisation 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 party, as an inducement or reward in relation to the execution of this Agreement. In addition, the Organisation shall not bribe public officials and shall ensure that its delivery organisations comply with this provision. Any breach of this clause shall be grounds for immediate termination of this Agreement by notice from AusAID.

11. TERMINATION

11.1 If the Organisation:

- (a) becomes, or AusAID considers there is a reasonable prospect of the Organisation becoming bankrupt, insolvent, deregistered or no longer able to undertake the Activity to a standard acceptable to AusAID;
- (b) makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors;
- (c) fails to commence, or in the opinion of AusAID, fails to make satisfactory progress in carrying out the Activity and such failure has not been remedied within the time specified in a written request from AusAID to remedy the failure;
- (d) assigns its interest in this Agreement without the consent in writing of AusAID;
- (e) is, during the term of this Agreement, listed on a World Bank List, Relevant List or Similar List; or

- (f) breaches any term of this Agreement and such breach has not been remedied within the time stipulated in a written request notice from AusAID to remedy the breach;

then in every such case AusAID shall be entitled to terminate this Agreement forthwith but without prejudice to any of its other rights.

- 11.2 In addition, either Party may terminate this Agreement by giving to the other a notice to terminate in writing stating the reasons for termination.
- 11.3 AusAID may terminate this Agreement immediately by notice in writing to the Organisation if the Organisation breaches any of its obligations under **Clause 10**.
- 11.4 In the event of any termination, the Organisation must provide an Independently Audited statement of expenditure of the Funds within thirty (30) days of the date of the notice to terminate, signed by the head of the Organisation, and return any uncommitted unspent Funds to AusAID.
- 11.5 In the event that a notice to terminate is given by either Party the Organisation must:
 - (a) immediately and forthwith do everything possible to prevent and mitigate all losses, costs and expenses arising in consequence of the termination of this Agreement and shall in a prompt and orderly manner cease expenditure of any uncommitted Funds for the Activity; and
 - (b) refund any uncommitted part of any tranche or Funds already paid by AusAID, together with any uncommitted or unspent interest, within thirty (30) days of the date of the notice to terminate.
- 11.6 In the event that a notice to terminate is given by either party AusAID shall not be liable to pay compensation in an amount which, in addition to any amounts paid or due or becoming due to the Organisation under this Agreement, together would exceed the amount of the total financial limitation of this Agreement, as specified in clause headed 'Funds and Payment'.

12. ACCOUNTS AND RECORDS

- 12.1 The bank account used by the Organisation must be in the name of the Organisation and must not be a personal bank account.
- 12.2 The Organisation must maintain a sound administrative and financial system capable of verifying all statements of acquittal. In addition, the Organisation must:
 - (a) keep proper and detailed accounts, records and assets registers along with adequate Activity management records providing clear audit trails in relation to expenditure under this Agreement;
 - (b) afford adequate facilities for audit and inspection of the financial records referred to in this Agreement by AusAID and its authorised representatives at all reasonable times and allow copies and extracts to be taken;
 - (c) the accounts and records must be held by the Organisation for the term of this Agreement and for a period of seven (7) years from the date of expiry or termination of this Agreement;

- (d) if requested by AusAID, provide an acquittal, certified by the senior financial officer or the head of the Organisation, of Funds spent to date against the budget in the Activity Proposal; and
- (e) if reasonably requested by AusAID, provide an Independently Audited statement of Activity expenditure by an auditor nominated by AusAID at no cost to AusAID.

13. AusAID USE OF AGREEMENT INFORMATION

- 13.1 AusAID may disclose matters relating to this Agreement, including this Agreement, and other relevant information, except where such information may breach the *Privacy Act 1988* (Cth), to Commonwealth governmental departments and agencies, Commonwealth Ministers and Parliamentary Secretaries, and to the Commonwealth Parliament, including responding to requests for information from Parliamentary committees or inquiries. This clause shall survive termination or expiration of this Agreement

14. REPORTS

- 14.1 Within thirty (30) days of completion of the Activity the Organisation shall submit a final report which provides a brief outline of the Activity and in more detail covers key outcomes compared with objectives, development impact, sustainability and lessons learned.
- 14.2 Attached to this report will be a statement acquitting all Funds ('final Funds acquittal'). The statement must acquit the Funds against the budget referred to in the Activity Proposal and must be signed by the senior financial officer or the head of the Organisation, indicating that the Funds have been spent in accordance with the terms of this Agreement. Any unspent Funds or interest must be repaid to AusAID with the final report and final Funds acquittal. The Funds acquittal must include details of any interest earned on the Funds. The final Funds acquittal acquitting all Funds shall be subject to the internal and external auditing procedures laid down in the rules and regulations applicable to the Organisation and must also be Independently Audited and certified. The cost of an independent external audit required by this clause may be payable from the Funds.
- 14.3 The final report and attached statement acquitting all Funds should be sent to:

Andrew MacKee
Assistant Director, Crisis Prevention, Stabilisation and Recovery Group
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA
Andrew.Mackee@ausaid.gov.au

in the following format:

- (a) one bound hard copy; and
- (b) one electronic version in PDF (Portable Document Format).

15. FUNDS AND PAYMENT

- 15.1 Funds of AUD450,000, plus GST if any shall be payable as acquittable Funds by AusAID within thirty (30) days of the date of this Agreement and receipt of a valid invoice.

16. **CLAIMS FOR PAYMENT**

- 16.1 Invoices must be submitted when due in accordance with this Agreement, in a form identifying this Agreement title and Agreement number **50488**. Invoices must also contain the Payment Event number(s) notified by AusAID.
- 16.2 All invoices must be **made** to:
- Chief Finance Officer
Australian Agency for International Development
GPO Box 887
CANBERRA ACT 2601 AUSTRALIA
- 16.3 Invoices should be sent to the above address. Alternatively AusAID will accept electronic invoices. These can be sent to accountsprocessing@ausaid.gov.au
- 16.4 Where Australian GST applies to this Agreement all invoices must be in the form of a valid tax invoice. Invalid tax invoices will be returned to organisations. Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>

**SCHEDULE 1 – ACTIVITY PROPOSAL
TO FUNDING AGREEMENT DEED NUMBER 50488**



PROPOSAL FOR NEW FUNDING

1 January 2009 – 31 December 2009

Conflict Prevention and Peace Forum

Submitted to:

The Australian Agency for International Development

29 April 2009

Contact:

Conflict Prevention and Peace Forum

Social Science Research Council
One Pierrepont Plaza, 15th floor
Brooklyn, NY 11201
Attn: William O'Neill, Director

oneill@ssrc.org

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1. BASIC DATA

Name of Project

Conflict Prevention and Peace Forum (CPPF)

William O'Neill, Director

E-Mail: oneill@ssrc.org; gleixner-hayat@ssrc.org (Programme Assistant)

Project Location

Social Science Research Council
One Pierrepont Plaza, 15th floor

Tel: 1-212-377-2700
Fax: 1-212-377-2727

Brooklyn, NY 11201, USA

E-mail: cppf@ssrc.org

Project Duration

Continuing project:

1 January 2009 – 31 December 2009

Project Cost

Total project cost:

USD 1,222,000

Requested from the Australian Agency for International Development:

AUD 450,000¹

Grant Payment Details

Bank Name: Wachovia Bank, NA

Bank Address: 12 East 49th Street
New York, NY 10017

Bank Routing or ABA # 031201467

For Credit to Account # 2000017952110

Name on Account: Social Science Research Council
One Pierrepont Plaza, 15th floor
Brooklyn, NY 11201, USA

¹ Approximately USD 322,000 based on Oanda Currency Conversion 4/28/09

2. PROJECT SUMMARY

Goals

The United Nations attempts to prevent and manage conflicts that are complex – involving social and economic, as well as political and humanitarian dimensions – and that are global in reach. Yet it often lacks timely access to multidisciplinary and field-based information and analysis, particularly from countries or regions affected by conflict, as well as a capacity to devote sustained analytical resources to countries or regions that are not an urgent priority, or may be sensitive to UN engagement.

The Conflict Prevention and Peace Forum (CPPF) was created at the Social Science Research Council in October 2000 to address these problems by strengthening the knowledge base and analytical capacity of the UN system. CPPF supports UN policymaking and operations by providing systematic and rapid access to leading scholars, experts, and practitioners outside the UN system.

We also help create greater coherence within the UN system and between the UN and key partners in conflict situations. CPPF's comparative advantage stems from our immediate access to senior UN decision-makers, our first-hand experience with UN policy and operational planning combined with our extensive network of experts who complement our own staff's expertise. The UN usually calls on CPPF in critical moments in the process when policies are being created or reconsidered and decisions must be made. No other organization provides the UN such consistent, reliable, rapid and high-quality analysis and expertise.

Rationale

Since the Brahimi Panel Report in 2000, the resources at the disposal to support international peace and security efforts through the UN system have significantly expanded. Yet the knowledge gaps and analytical weaknesses it identified—what CPPF was established to help fill—persist, and in some cases have evolved as new conflicts and challenges have emerged.

CPPF strives to fill these gaps by providing often under-resourced and harried UN staff with access to scholars, experts and practitioners outside the intergovernmental system. We are small and flexible, so we respond rapidly to requests while also anticipating new strategic challenges such as natural resource management and conflicts. Whatever the time frame, CPPF furnishes information, analysis and policy recommendations that inform the decision-making policy processes at the highest levels in both UN headquarters and in operations in the field.

For example, a CPPF-commissioned paper on the challenges of economic development in Haiti was circulated to members of the Secretary-General's Policy Committee who were about to review the situation in Haiti and make recommendations to the Security Council. Meanwhile, in the field, the paper was shared with the UN Mission and visiting delegations from the World Bank and OCHA who considered the findings and recommendations as they formed their own policies on Haiti. On the complex and sprawling challenges presented by conflicts in the Democratic Republic of the Congo, CPPF organized a meeting of experts on short notice for the newly appointed Special Envoy of the Secretary-General to the Great Lakes to identify key challenges in the Eastern DRC. Finally, CPPF's staff expert on Asia had face-to-face meetings with the SRSG and other senior staff of the UN peacekeeping operation

in Timor-Leste to discuss the findings in a study we had commissioned from an expert on police reform in that country.

Activities

CPPF is a bridge between specialists around the world and UN policymakers. We convene off-the-record consultations between outside experts, including our staff who have geographic or thematic area expertise, and UN officials. These range from large groups of 30-40 people including UN policymakers and outside experts, down to individual one-on-one briefings.

We commission targeted research and briefing papers from experts on countries and regions threatened by or experiencing conflict. These papers often lead to follow-up meetings with UN staff at headquarters, in peace operations, or in regional UN offices to discuss their findings and recommendations. Finally, as the level of in-house expertise has grown, CPPF senior staff have drawn upon their own knowledge and networks on a day-to-day basis for the benefit of their UN counterparts. In countless phone calls and e-mail messages, our staff provides expert contacts, analyses, and suggestions to UN counterparts who are about to travel to the field or need information right away. Drawing on the analyses generated by CPPF meetings and research, staff maintains a dialogue with UN counterparts long after a meeting or paper is finished. (See CPPF's "Toolbox" in Annex 1)

Under a new director since August 2008, CPPF has continued to see an uninterrupted growth in its activity level, despite the constraints placed on us all by international financial turmoil. CPPF has made significant efforts to engage directly with UN operations and offices located in the field, expand its international networks, and make greater use of its international Advisory Board, which is comprised of influential and highly-respected practitioners, policymakers, and academics. In a time of scarce resources, CPPF has also sharpened its focus through better internal planning and management, including defining its priority countries and themes. (See CPPF's "Areas of Engagement" in Annex 2)

The results of CPPF's work are better informed decision makers which in turn leads to policy and operational decisions grounded in the best analysis and expertise available. The increasing demand for our support, particularly from those on the front-lines in the Departments of Peacekeeping Operations and Political Affairs and from peacekeeping and peacebuilding operations in the field, is the best proof of the value of our work. In the eight years since our founding, CPPF has become a trusted partner of senior officials within the UN system. The regular presence and frequent interactions between CPPF and senior UN staff such as Under-Secretaries-General, Special Envoys, and SRSGs demonstrate the relevance and benefits of CPPF's work to the busiest people in the UN system. Those who must make daily decisions for peacemaking and conflict prevention regularly turn to CPPF for assistance. Key UN policymakers in headquarters and the field have put on the record their appreciation for our work.

Further evidence of CPPF's value is the ongoing support from multiple donors, even in these difficult economic times. This underlines the confidence those who know our work have in CPPF despite our low public profile.

Beneficiaries

CPPF beneficiaries are UN policymakers from all levels of the professional ranks, though CPPF works most closely with senior staff who have the most "hands-on" role in shaping UN policy and programs, both at headquarters and in the field. As the staff of CPPF know first hand that policy can be developed inside the UN Secretariat at many different

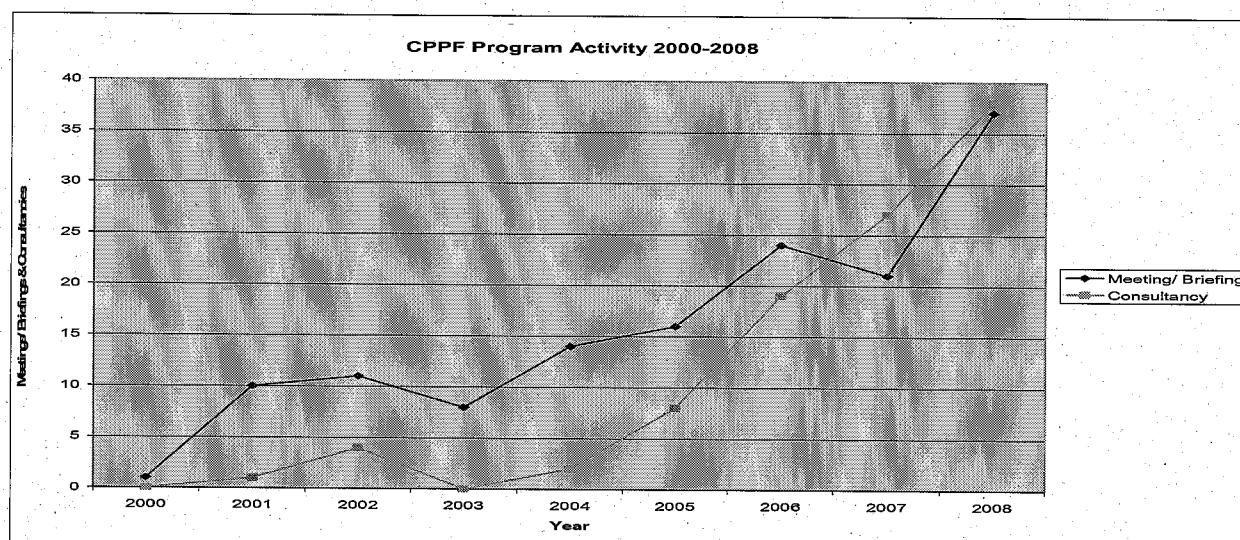
levels and involve various agencies, CPPF activities include a range of UN officials from the highest levels – Under-Secretaries-General, Assistant Secretaries-General, Special Representatives and Envoys of the Secretary General, and Resident Coordinators – to Desk Officers.

Other beneficiaries include our donors. We maintain steady, frequent contact with our donors both through their Missions to the UN in New York and Foreign and Defense Ministries back in their national capitals. Donors receive all commissioned research papers that we produce, notes of our meetings, and reports from our consultants who conduct field-based research on our behalf. In addition, Alex deWaal, CPPF's Regional Advisor on Sudan and the Horn of Africa, produces regular analyses of the region and issue-specific papers which we distribute to our donors. Finally, we arrange briefings either by our staff or our networks of experts whenever possible for donors stationed in New York or for visitors from their Ministries back home; likewise, if staff or commissioned experts are in one of our donor's capitals, we try to schedule briefings in the relevant Ministries.

Program Results

CPPF has undergone a significant change in staff and fine-tuned its approach over the past two years, resulting in a sharp growth in program activity. (See Graph 1 below).

Graph 1: CPPF Program Activity 2000 – 2008



The results of our program are best described by one of our principal UN beneficiaries who noted that our meeting was “an opportunity to establish relationships with scholars, members of civil society and other specialists with whom my colleagues in the office of operations and I would otherwise not have met.”²

² Letter from ASG Edmond Mulet, 11 August 2008

Box 1: CPPF Counterparts and Partners

CPPF interactions with UN departments, offices, and agencies in the last two years have included:

Departments & agencies: DESA, DPA (including EAD & PPU/MSU), DPKO (including PBPS), EOSG, OCHA, OHCHR, PBSO, UNAIDS, UNDP (including BCPR), UNFPA, UNICEF, UNIFEM, UNODC, UN Framework Team

UN field operations: BINUB, BONUCA, MINURCAT, MINURSO, MINUSTAH, MONUC, UNAMA, UNAMID, UNMIN, UNMIS, UNMIT, UNOGBIS

UN country teams: Bangladesh, Burundi, CAR, DRC, Colombia, Ecuador, Guatemala, Haiti,

CPPF has progressively widened and diversified its pool of experts. This is largely due to its staff whose own expertise is recognized by peers so that when CPPF approaches members of its network they are usually ready to respond. Our staff knows what questions to ask and how to frame them so that the researchers produce a succinct yet comprehensive analysis that meets the needs of busy UN staff. Furthermore, CPPF has worked in the last two years to provide continuity and depth to those situations that are of highest priority to the UN such as Democratic Republic of Congo (DRC) and the Great Lakes, Myanmar, Nepal, Haiti, Sudan and the Greater Horn of Africa.

Participation of high-level UN officials has continued throughout the past two years despite a change in Secretary-General and some natural turnover of senior officials. "Over the years, CPPF has proved to be a unique resource to the United Nations community by convening experts and stimulating debate on issues that are at the

forefront of the international agenda," noted one Under-Secretary-General and Special Adviser to the Secretary-General.³ The value these officials place on CPPF's work can be gauged by reviewing the sample of formal letters of thanks received by CPPF (See CPPF "Letters of Endorsement" in Annex 3). The list of UN counterparts engaged by CPPF over the past two years (See Box 1) demonstrates how we stimulate multi-agency collaboration whose beneficiaries span the UN system.

3. PROGRAM OF WORK

Workplan for 2009

CPPF has a formal annual strategic planning process that has two steps, balancing the need for long-term planning goals against the demands from our beneficiaries to be flexible. In the first step, the most recent of which took place in late September 2008, CPPF held an annual staff retreat to review performance in the past year and produce a set of priorities for the coming twelve months. In the second step, these priorities were presented at a meeting in early November of the CPPF Advisory Board for comment and feedback.

Program Prioritization

Given its modest size and resources, it is important to note that CPPF does not and cannot work on each and every conflict that preoccupies the leadership of the UN. In a weekly exercise in programmatic triage, CPPF's management team is required to make choices based

³ Letter from USG/SASG Ibrahim Gambari, 9 June 2008

on its own professional judgment using accumulated guidance from the Advisory Board. This guidance includes:

1. Choosing to work on countries, areas, conflicts, and issues where CPPF's tools can be linked to supporting and informing a policy process.
2. Working to fill gaps in the UN Secretariat because of a lack of resources, expertise, or political sensitivities.
3. Identifying countries, areas, conflicts, and issues where UN policymakers are grappling with real, pertinent, or pressing issues and avoiding those issues where little progress is likely or which will have small practical impact.
4. Building on existing relationships with key officials and teams and utilizing in-house expertise

In practice, this means working with key UN policymakers in UN headquarters such as Under-Secretaries-General, Assistant-Secretaries-General and Directors as well as prominent field personnel such as SRSGs, Special Envoys, and Advisors and Regional Coordinators in country teams.

CPPF has widened the circle of its primary interlocutors beyond the original core of DPKO's Office of Operations and the DPA regional desks. We now consult with others within DPKO such as the Peacekeeping Best Practices Section and Office of Rule of Law and Security Institutions, which covers both DDR and SSR issues. Within DPA, the Policy Planning Unit (PPU), Mediation Support Unit (MSU), and Electoral Assistance Division (EAD) are distinct partners in their own right. Within UNDP, the Bureau for Crisis Prevention and Recovery (BCPR) is a natural partner. The Peacebuilding Support Office (PBSO) is another regular interlocutor and will grow in importance as the Peacebuilding Commission (PBC) expands its remit. CPPF also has an ongoing relationship with the UN Interdepartmental Framework for Coordination on Early Warning and Preventive Action (the UN Framework Team). We also hope to deepen working relationships with OCHA, OHCHR, UNHCR, UNIFEM and UNICEF.

4. PROJECT MANAGEMENT

Advisory Board

CPPF is overseen by an international Advisory Board that exercises overall responsibility for program and policy guidance, program evaluation, hiring the director, and fundraising strategy. Fiduciary responsibility and oversight authority rests with the Board of Directors of the SSRC as CPPF's parent institution. CPPF's Advisory Board meets twice a year, in May and November. In between Advisory Board meetings, CPPF's Director and staff informally seek the input and advice of individual board members on strategic questions, fundraising assistance, and practical advice on planning for particular activities.

The Advisory Board currently includes: Lakdhar Brahimi (Honorary Chair); Barnett Rubin (Center on International Cooperation or "CIC") (Chair); Craig Calhoun (SSRC, ex-officio); Christopher Coleman (DPA PPU/MSU); Francis Deng (Special Adviser on the Prevention of Genocide); Michèle Griffin (DPA OUSG); David Haeri (DPKO OUSG); Bruce

Jones (CIC); Peter Maurer (Permanent Mission of Switzerland to the UN); Haile Menkerios (DPA ASG); Edmond Mulet (DPKO ASG); Terje Rød-Larsen (International Peace Institute); Alvaro de Soto (former UN Special Coordinator for the Middle East Peace Process); Robert Templer (International Crisis Group); Margaret Vogt (DPA); and Teresa Whitfield (former CPPF Director and Centre for Humanitarian Dialogue).

The presence on the Advisory Board of senior representatives from CPPF sister organizations such as IPI and CIC is a formal mechanism to address concerns among a number of donors about overlap and competition between these three New York-based organizations working in the same field but in unique ways.

Personnel

CPPF has increasingly identified the quality and experience of its staff as a key asset in its work to the point where we now identify providing in-house expertise to UN policymakers and our donors as one of the program's "tools." CPPF has two types of staff – management and program support (See CPPF "Staff Bios" in Annex 4).

From August 1, 2008 Director Bill O'Neill has led an experienced management team comprised of two associate directors (Tatiana Carayannis and Jim Della-Giacoma) and one program officer (Renata Segura). These three have regional specialties on and responsibility for Africa, Asia, and the Americas respectively.⁴ The Director has experience in all three areas and oversees their initiatives. They are each supported by a program assistant. In mid-2008, CPPF recruited three new program assistants (Brittany Gleixner-Hayat, Amelia Hight, Mario Patiño) to replace two outgoing support staff. This increase was intended to ensure CPPF's ability to provide activity and research support in the face of strong demand for its services. All three are multi-lingual and have international field experience. Finally, Alex de Waal of Harvard University and the SSRC is a part-time advisor on the Horn of Africa.

Lessons and Evaluation

CPPF conducts an annual internal evaluation of its work as part of our staff retreat. We have identified a number of lessons from CPPF's recent practice. While not a comprehensive list, these include:

Clearly defining roles: CPPF is not a substitute for an internal UN policy process, but a complement to it. CPPF should not do the work of UN policymakers when they have the personnel and resources to do it themselves.

Individual activity objectives: CPPF needs to be clear itself on what the objective of each activity is and how it might assist UN policymaking processes. Furthermore, from the outset, CPPF staff must understand how each activity supports the stated purpose and outputs in the program log-frame (See Annex 5).

The importance of relationships: CPPF staff spend considerable time building and maintaining relationships with UN officials in headquarters and the field to promote regular and open communication. Good relationships with the UN "client" are vital to planning and implementing successful activities. In this regard, CPPF believes that a senior staffer must be present at any CPPF-sponsored event.

⁴ Associate Director Della-Giacoma left CPPF on March 31, 2009 to join ICG's Jakarta office. O'Neill will oversee CPPF's Asia work until funding permits hiring a replacement.

Reinforcing CPPF's independence: While working together with other groups and UN partners is important, CPPF has a unique approach and needs to maintain its independence over activities it is asked to undertake.

Use of research and policy papers: CPPF's growing volume of commissioned work is useful to frame meetings and stay engaged with partners and provide them with analytical inputs in-between and after briefings and meetings.

Distribution of research and policy papers: CPPF now actively seeks wider audiences within the UN system for its research, policy, and background papers outside the original requesting department as part of its efforts to improve inter-agency coordination. We also identify other relevant audiences for our written products consistent with promises and expectations of confidentiality on the part of our UN colleagues and non-UN experts. Our donors receive all papers we produce unless we are specifically requested by the UN to restrict distribution to the UN only.

Hiring of consultants and researchers: Maintaining the high-quality of its work is paramount to CPPF. While we seek suggestions and inputs, CPPF should not cede control of hiring consultants and paper writers to its counterparts. CPPF should continue to draw upon its network to find and vet consultants and paper writers.

5. FUNDING

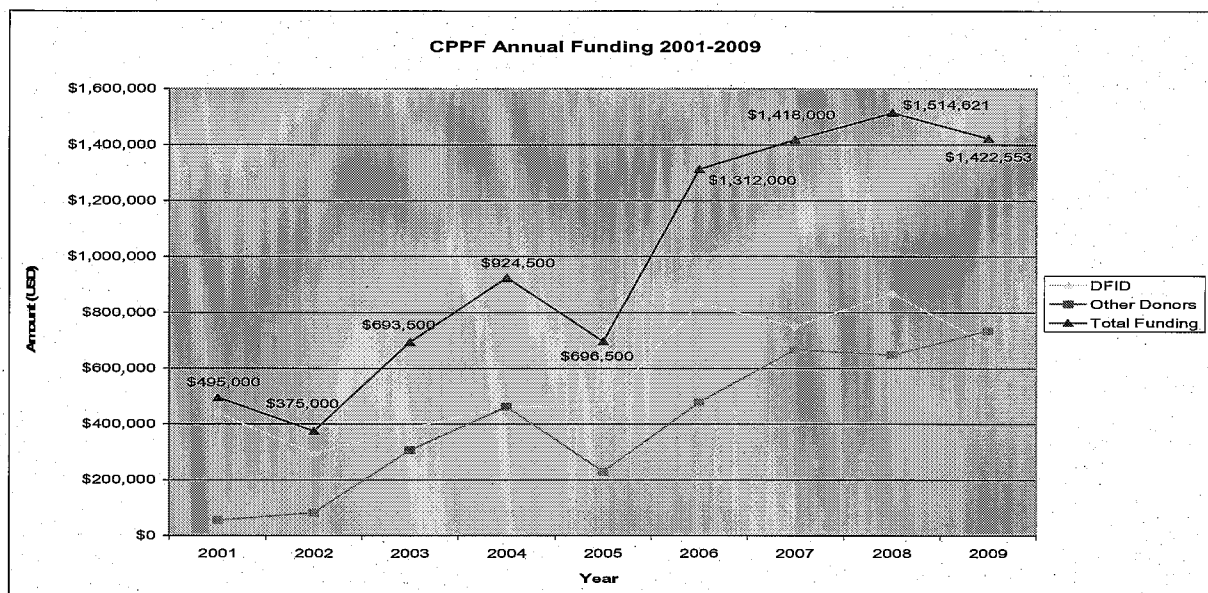
Funding and Budget

CPPF has not escaped the current global financial crisis, especially the impact on foreign exchange rates. All of our current funding is denominated in European currencies (recently the British Pound, Euro, Norwegian Kroner, Swedish Kroner), while most of CPPF's operating costs are in U.S. dollars. As is the common practice among donors, CPPF bears the risk of the fluctuating currency rates between the time an award is made in the home currency and the funds are received in the SSRC bank account in New York.

While CPPF receives funding according to the various fiscal years and funding cycles of its donors, we conduct our planning using an annual calendar year budget (the SSRC follows a 1 July-30 June fiscal year). CPPF anticipates a 2009 operating budget of USD \$1.2 million based on a projected level of activity reflecting a slight decrease of our expenditures from 2008 and a reasonable expectation of donor funds after conversion into U.S. dollars. CPPF requests a grant from the Australian Agency for International Development in the amount of AUD\$450,000. Depending on currency exchange rates, CPPF's actual or projected revenues may require a reduction in the scope or number of activities. CPPF tracks its activities and expenditures on a weekly basis. In addition, the SSRC subjects CPPF to a monthly process of reviewing expenditure and preparing projections of cash flow.

In recent years, CPPF has worked to lower its dependence on one key donor, although this has varied (See Graph 2 below).

Graph 2: CPPF Annual Funding 2001-2009



Since early 2008, CPPF has had a three-year agreement for funding from existing donor Norway (NOK 2,000,000 per annum)⁵. In addition, the Norwegian Ministry of Foreign Affairs in November 2008 provided a 12-month supplemental grant of USD\$99,000 to support CPPF's work with the Special Envoy of the Secretary-General on the Great Lakes during 2009. CPPF received from the Foreign Ministry of Belgium a three-year grant starting in January 2009 of €265,000 (USD \$348,000).⁶ CPPF is also in advanced discussions with the Kingdom of Denmark for a grant in the range of USD\$100,000 for 2009. We are also in advanced discussions with the Kingdom of Sweden for a possible renewal of a grant in the range of USD \$200,000 for 2009.

We see this move in the last 12 months to multi-year agreements with two existing donors as significant progress and a vote of confidence in our work.

We learned in early April 2009 that the UK, our principal donor in the past, would not be renewing our grant due to the difficulties in the UK economy which have led to a sharply devalued pound and the UK's fixed commitments to fund peacekeeping operations directly to the UN. These commitments have increased dramatically over the past 12 months.

⁵ This grant was valued at USD \$397,663 per annum in May 2008. As of April 2009, it is valued at USD \$297,692 per annum. The decline is purely due to the strengthening of the U.S. dollar compared to the Norwegian Kroner.

⁶ All non-USD exchange rates calculated as of 15 April 2009.

6. CONCLUSION

The niche that CPPF was created to fill in 2000 as a generator of targeted analysis and expertise for the UN remains relevant and much needed. Despite positive developments within the UN Secretariat, the world organization remains overstretched. As CPPF has become more established, the UN increased its demand for our services. We are gratified to respond and anticipate even greater demands bringing new challenges. We will strive to manage our work efficiently while retaining the high level of productivity and top-quality analysis that the UN and our donors have come to expect from us.

CPPF looks forward to securing the Australian Agency for International Development's support as a critical element in accomplishing our mission.

