PARTNERSHIP ARRANGEMENT

BETWEEN

SOLOMON ISLANDS GOVERNMENT

AND

HEALTH DEVELOPMENT PARTNERS

1. GENERAL

- 1.1. This Partnership Arrangement sets out the understandings of the Solomon Islands Government (SIG) and Health Development Partners (the 'Parties') concerning their respective support to the **Solomon Islands Health Sector Support Program** ('HSSP'), a Sector Wide Approach (the 'SWAp') which has been operating successfully in the Solomon Islands since 2008.
- 1.2. This Partnership Arrangement is not governed by international law and does not constitute or create (and is not intended to create) obligations under international or domestic law and will not give rise to legal process and will not be deemed to constitute or create any legally binding or enforceable obligations (express or implied).

2. **DEFINITIONS**

- 2.1. For the purposes of this Partnership Arrangement:
 - (a) "Corrupt, fraudulent, collusive, or coercive practices" means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.
 - (b) "Development Partners Coordination Group ('DPCG')" means the primary donor coordination and governance mechanism for the SWAp.
 - (c) "Development Partners" means the current development partners Parties to the Partnership Arrangement or such development partners which may become Parties to the Partnership Arrangement and who support the Solomon Islands health sector and priorities identified in the National Health Strategic Plan ('NHSP').
 - (d) "Development Partner Support" means direct financial contributions or activities that align with the NHSP.
 - (e) "Health Sector Support Program ('HSSP')" means the Sector Wide Approach (SWAp) owned and led by SIG.
 - (f) "JAPR" means the Joint Annual Performance Review, the joint annual SIG-Development Partners in-depth review of Program performance and health sector outcomes.
 - (g) "MHMS" means the Solomon Islands Ministry of Health and Medical Services.
 - (h) "National Health Strategic Plan" means the Solomon Islands National Health Strategic Plan 2011-2015 and all succeeding National Health Plans approved by the Solomon Islands Minister of Health and Medical Services.

- (i) "Parties" means the Parties to this Partnership Arrangement
- (j) **"Program"** means the Health Sector Support Program or "the SWAp".
- (k) "Results Framework" means the MHMS Core Indicator Set as well as any future performance matrix the MHMS or its respective divisions use to monitor progress against their objectives.
- (l) "SIG" refers to Solomon Islands Government and primarily means the Ministry of Health and Medical Services (MHMS).
- (m) **"SWAP"** refers to the Solomon Islands Health Sector-Wide Approach known as the Health Sector Support Program.

3. **GUIDING PRINCIPLES**

- 3.1. All Parties jointly acknowledge their commitment to:
 - (a) SIG's goal of providing quality health services for all people in the Solomon Islands through its own National Health Strategic Plan 2011-2015. The Plan represents the guiding framework for priorities in the Solomon Islands health sector;
 - (b) SIG's commitment to major service delivery and institutional reforms in the health sector, including through the adoption of a SWAp in partnership with Development Partners;
 - (c) SIG's ownership and leadership of the SWAp, with the support of Development Partners, communities, non-government organisations and the private sector across the Solomon Islands;
 - (d) The important role of Development Partners in supporting SIG to improve and maintain health service delivery;
 - (e) The Millennium Development Goals;
 - (f) Delivery of effective aid in line with the principles of the Paris Declaration on Aid Effectiveness (2005), the Pacific Aid Effectiveness Principles (2007), the Forum Compact on Strengthening Development Coordination in the Pacific (2009), and the Busan Partnership for Effective Development Cooperation (2011);
 - (g) Promotion of mutual accountability for results and fulfil our mutually agreed roles and responsibilities in supporting the health sector in the Solomon Islands:
 - (h) Monitoring and evaluating the overall outcomes to which we have contributed;

- (i) Sharing lessons learned in implementing health sector support in the Solomon Islands to strengthen the quality and effectiveness of joint and separate activities;
- (j) Ensuring that development partner funds are not a substitute for SIG financial support to its health sector;
- (k) Good governance, accountability, and transparency including a commitment to preventing and detecting fraud and corruption;
- (l) The advancement of gender equality and disability inclusive development; and
- (m) Child protection, including the Convention on the Rights of the Child (CRC) (1995), the SIG National Children's Policy (2010), Development Partner Child Protection Policies and other relevant international declarations, conventions and agreements.

4. SHARED OBJECTIVES

- 4.1 All Parties jointly express their intention to:
 - (a) Support SIG implement the National Health Strategic Plan 2011-15 and all succeeding National Health Plans;
 - (b) Recognise the SWAp as the primary vehicle for SIG-Development Partner engagement in the Solomon Islands health sector;
 - (c) Ensure Development Partner assistance directly supports, or is aligned with, the intent and focus of the SWAp;
 - (d) Provide predictable, timely and appropriate external support over the medium term to the extent possible to enable achievement of SIG's health sector reforms;
 - (e) Support an outcomes focused approach to health care reform, through the implementation of the MHMS Results Framework;
 - (f) Support and strengthen Solomon Islands health policy, planning, financial management, infrastructure, personnel capacity, and government processes and systems for long-term sustainability;
 - (g) Build upon existing capacity within the Solomon Islands health sector and provide support in a way that is appropriate to local context and supports local reform efforts;
 - (h) Ensure strong donor harmonisation and coordination, and reduce transaction burdens on SIG through streamlined budgeting and reporting arrangements;

- (i) Support and promote open, transparent processes for financing and procurement in the Solomon Islands health sector to ensure value for money and effective outcomes;
- (j) Support improvements in health service delivery, including maintaining high levels of equality in health treatment;
- (k) Be mutually accountable for the development outcomes in the Solomon Islands health sector; and
- (l) Support broader SIG reforms in the areas of public sector reform, financial management and economic growth as complementary areas of support to improving health service delivery in Solomon Islands.

5. IMPLEMENTATION

- 5.1 All Parties express their intentions to support this Partnership Arrangement through:
 - (a) Supporting the centrality, transparency and accountability of SIG budget and planning processes, including the Medium Term Expenditure Framework, which identifies SIG and Development Partner contributions against total health expenditure;
 - (b) Working in accordance with MHMS governance and management structures and principles;
 - (c) Participation in the Solomon Islands Joint Annual Performance Review ('JAPR');
 - (d) Participation in the meetings of the Development Partners Coordination Group ('DPCG');
 - (e) Participation in the monthly health development partner meetings;
 - (f) Engaging with financial arrangements for the SWAp through joint or parallel financing where possible;
 - (g) Engaging with technical cooperation arrangements for the SWAp, as agreed by the DPCG; and
 - (h) Day-to-day interaction by means of focal points within MHMS and representatives from Development Partner agencies.
- 5.2 SIG will provide the following documentation to Development Partners in line with their performance, planning and budget cycle:
 - (a) A copy of the Annual Financial Budget outlining all annual operating, employee and development costs for the health sector;

- (b) A Budget Summary outlining all donor contributions to the health sector's annual recurrent and capital expenditure, for the forthcoming year;
- (c) Standardised Quarterly Financial Reports covering activities and performance in all program areas including up to date expenditure reports (actual expenditure to budget summary);
- (d) A comprehensive Annual Expenditure Report; and
- (e) An Annual Report against the MHMS Results Framework.
- 5.3 The Development Partners will provide the following documentation to SIG and/or other Parties to this Arrangement as appropriate in accordance with SIG's performance, planning and budget cycle:
 - (a) Timely funding information to SIG to improve their forward planning on all expenditure and operations in the sector and with a view to strengthening their budget and planning process over time.
 - (b) Technical cooperation information through timely sharing of terms of reference, mission reports and related documents to allow SIG to maximise the value of that assistance; and
 - (c) Domestic and international mission information, including adherence to recognised travel-free periods.

6. **SETTLEMENT OF DISPUTES**

- 6.1. In accordance with **Paragraph 1.2** of this Partnership Arrangement, the Arrangement serves only as a record of the Parties' intentions.
- 6.2. Any dispute, controversy, or claim, which arises out of the interpretation or application of this Partnership Arrangement will not be subject to adjudication or arbitration and will be dealt with by amicable consultations and negotiations between the relevant parties to the dispute as the only method of achieving the peaceful settlement of that dispute, controversy, or claim.

7. AMENDMENT

- 7.1. This Partnership Arrangement may be amended at any time by a formal Exchange of Letters signed by the Parties.
- 7.2. This Partnership Arrangement may be extended to include other Development Partners as Parties to the Partnership Arrangement by an amendment in writing, and the signature of a Letter of Accession outlining the new Development Partner's commitment to and support for the guiding principles, shared objectives and implementation processes set out in this Arrangement.

8. ANTI-CORRUPTION AND ANTI-TERRORISM

- 8.1. Consistent with the Parties' commitment to good governance, accountability, and transparency under this Partnership Arrangement, each Party reserves the right to investigate, directly or through its agents, any alleged corrupt, fraudulent, collusive, or coercive practices relating to the implementation of the SWAp.
- 8.2. Consistent with the Parties' commitment to the prevention of the financing of terrorism, if during the course of this Arrangement, the SIG discovers any link whatsoever during the implementation of the SWap with any organisation or individual associated with terrorism it will inform the Parties to this Arrangement immediately.

9. TERM OF ARRANGEMENT AND TERMINATION

- 9.1. This Partnership Arrangement will take effect on signature by all Parties and will continue in operation until **30 June 2016** unless terminated by one of the Parties.
- 9.2. Any Party may terminate or withdraw from its participation in this Partnership Arrangement by giving 30 days written notice of its intention to withdraw or to terminate its participation in the Partnership Arrangement to the other Parties to the Partnership Arrangement.
- 9.3. In the event that written notice of termination of the Partnership Arrangement is given to the Parties by SIG as leader and owner of the SWAp, this Partnership Arrangement will terminate three months after the date that the other Parties receive that notice of the intention to terminate.

Signed by the HSSP Parties on this day, the 17th of July, 2013.

FOR THE SOLOMON ISLANDS GOVERNMENT

Dr Lester Ross

PERMANENT SECRETARY

Ministry of Health and Medical Services

FOR THE DEVELOPMENT PARTNERS

Government of Australia

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MINISTER COUNSELLOR

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