



ATTACHMENT A

AusAID Agreement Number - 50883

Partnership Framework between AusAID and ICG – Terms and Conditions

Contributions and resource commitments

1. AusAID will provide, subject to annual budgetary appropriations by the Australian Government, core funding for the International Crisis Group work program over the Australian Financial Years 2008/09 to 2011/12 as per the table below (figures are in Australian dollars):

2008/09	\$200,000
2009/10	\$500,000
2010/11	\$800,000
2011/12	\$1,000,000
Total	\$2,500,000

2. The provision of AusAID funding will depend on AusAID satisfaction with the International Crisis Group's work program performance. AusAID may, from time to time, make additional contributions to the International Crisis Group over and above those listed in the table above. Any additional contributions will be the subject of an exchange of letters under this partnership framework. The International Crisis Group will use any interest earned on AusAID funding to support the conduct of its work program.
3. In addition to the funding referred to above AusAID is providing financial support to the International Crisis Group under its East Timor program (for 2008/09) and the Indonesia program (2008/09 and 2009/10). Support under these programs is subject to separate agreements between AusAID and the International Crisis Group. AusAID would like to see the International Crisis Group continue to progress the three year East Timor work program (as proposed to AusAID's East Timor program area) at the conclusion of 2008/09 East Timor program financial support.
4. Both AusAID and the International Crisis Group will make appropriate staff resources available to enable the effective operation of the partnership framework and functioning of the broader relationship.

Communication and consultations

5. For AusAID communication between AusAID and the ICG will be the responsibility of the Crisis Prevention, Stabilisation and Recovery Group. For the International Crisis Group communication between AusAID and the ICG will be the responsibility

of the Director of External Relations. Both focal areas will be responsible for facilitating liaison with other parts of their respective organisations who are stakeholders in the partnership. For AusAID key stakeholders include the East Timor, Indonesia and Fragile States areas.

Reporting

6. In reporting on the utilisation and application of AusAID's core financial support the International Crisis Group will provide once a year to AusAID for review its annual work plan setting out each year's proposed program. The International Crisis Group will provide once a year to AusAID for review its internal core report on the past year's activities and impact. The International Crisis Group will provide to AusAID for review its annual financial report and associated independent professional auditors report. The International Crisis Group will also make available its program-specific reporting as requested by AusAID.
7. In turn AusAID will endeavour to make available to the International Crisis Group material that either AusAID or the International Crisis Group assesses to be relevant to the International Crisis Group's work program and the broader policy dialogue between both organisations. This may include program and sector strategies; program and activity design documentation; country and sector analyses; and other relevant policy products.

Monitoring and evaluation

8. AusAID will accept the International Crisis Group's standard program reporting, referred to above, for the purposes of its monitoring evaluation requirements. AusAID may use the opportunity of its policy dialogue with the International Crisis Group, and drawing upon its extensive experience in performance assessment reporting, to suggest enhancements to the International Crisis Group's standard reporting.
9. AusAID and the International Crisis Group will jointly review the partnership relationship during the last year of the agreement. This review process will assess achievement towards partnership objectives and make suggestions for an enhanced future partnership should both organisations see merit in its pursuit.

Public recognition

10. The International Crisis Group will acknowledge AusAID's funding in its annual report, on its website, and in speeches, lectures, interviews and other similar activities where appropriate, while ensuring the accuracy of such publicity. AusAID will acknowledge utilisation of the International Crisis Group's work when it is drawn upon. AusAID will also utilise its networks to provide further profile for the International Crisis Group's work where appropriate.

Right to audit

11. The International Crisis Group will allow AusAID or a person nominated by AusAID to conduct performance and financial audits relating to the use of AusAID funding if requested by AusAID.

Amendment

12. This Partnership Framework may be varied by an exchange of letters between the International Crisis Group and AusAID.

Dispute resolution

13. Any disputes arising over the interpretation or application of this partnership framework will be resolved through mutual discussion and conciliation.

Termination

14. This Partnership Framework can be terminated by mutual agreement between the International Crisis Group and AusAID. In the case of termination AusAID and the International Crisis Group will consult on the reallocation or reimbursement of any uncommitted balance of funding.

Intellectual property

15. AusAID will comply with the International Crisis Group's policy regarding the copying and further distribution of International Crisis Group material. Unless otherwise advised by the International Crisis Group, no claim to copyright will be asserted by International Crisis Group and all International Crisis Group material appearing on its website may be freely used as in the public domain. Furthermore AusAID will cite the International Crisis Group as the source when using International Crisis Group material.
16. The Commonwealth of Australia will retain intellectual copyright ownership of material that AusAID has produced or funded and provided to the International Crisis Group. AusAID will endeavour to respond positively to requests by the International Crisis Group for the reproduction, further distribution and referencing of AusAID material.

Anti-corruption

17. No offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award of this partnership framework. Any such practice will be grounds for terminating this partnership framework or taking any other corrective action as required.

Counter-terrorism

18. Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both AusAID and International Crisis Group 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, the International Crisis Group undertakes to use all reasonable efforts to ensure that none of AusAID's funds provided under this agreement are used to provide support to individuals or entities associated with terrorism. If, during the course of this agreement, the International Crisis Group discovers a link with any organization or individual associated with terrorism it shall inform AusAID immediately.