

AGREEMENT
BETWEEN THE AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT
(BEING THE DONOR) AND
THE UNITED NATIONS OFFICE OF THE HIGH COMMISSIONER FOR HUMAN RIGHTS
(BEING THE RECIPIENT)
[AusAID Agreement No. 62398]

WHEREAS the Donor hereby agrees to contribute funds to the Recipient to support earmarked programmes as described in the project document. The project document is annexed to this Agreement,

WHEREAS this bilateral Agreement between the Donor and the Recipient stipulates the terms and conditions of the contribution, and is not an international treaty,

WHEREAS the Recipient is prepared to receive and administer the contribution for the earmarked programmes as described in the project document,

NOW THEREFORE, the Recipient and the Donor hereby agree as follows:

Article I. Scope and Objective

This Agreement sets forth the terms and procedures for the Donor's contribution to the earmarked programmes as described in the project document (Annex A).

Article II. The Contribution

1. The Donor shall contribute to the Recipient the amount of AUD two million, three hundred and fifty thousand dollars (AUD2.35 million) within thirty (30) days of signature of this Agreement.

2. The contribution shall be deposited in the following Bank Account:

Bank:	UBS AG
Address:	Rue Du Rhone 8, CH-1211, Geneva 2, Switzerland
Account Name:	UN Geneva General Fund
Account Number:	240-C0590160.1
Swift Code:	UBSWCHZH80A
Reference:	AusAID 2012 Contribution
IBAN:	CH65 0024 0240 C059 0160 1

3. The Recipient shall receive and administer the payment in accordance with the regulations, rules and directives of the United Nations.

4. All financial accounts and statements provided by the Recipient shall be expressed in United States dollars (USD). The Recipient shall record in its accounts the value of the Australian contribution in USD at the United Nations operational rate of exchange prevailing at the time of the receipt of the contribution.

Article III. Utilization of the Contribution

1. The implementation of the responsibilities of the Recipient to this Agreement and the project document shall be dependent on receipt by the Recipient of the contribution.
2. The Recipient will use the contribution as outlined in the project document.
3. If the payment referred to in Article II, paragraph 1, above is not received in accordance with the payment schedule, which shall be one payment made within thirty (30) days of signature of this Agreement, the assistance to be provided under this Agreement may be reduced, suspended or terminated by the Recipient after written notification to the Donor by the Recipient.
4. Any interest or income attributable to the contribution shall be credited to the Recipient's account and shall be utilized in accordance with established United Nations procedures.

Article IV. Administration and reporting

1. Programme management and expenditures shall be governed by the regulations, rules and directives of the United Nations.
2. Programme management shall be in accordance with the United Nations' policies and practices in relation to anti-corruption and prevention, detection and investigation of fraud and recovery of funds subject to fraud.
3. The Recipient shall provide the Donor with a substantive and financial report outlining how the funds were expended during the project. This report shall be provided to the Donor within 12 (twelve) months of the completion date listed in Article VII, paragraph 1.
4. The Recipient will keep proper detailed accounts and records and asset registers and adequate programme records, in accordance with the Financial Regulations and Rules of the United Nations. Upon request, the Recipient shall provide the Donor with a copy of the audited statements of the United Nations as submitted to the General Assembly.

Article V. Equipment

Ownership of equipment, supplies and other properties financed from the contribution shall vest in the Recipient. Matters relating to the transfer of ownership by the Recipient shall be determined in accordance with the relevant policies and procedures of the United Nations.

Article VI. Auditing

The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of the United Nations. Should the biennial Audit Report of the Board of Auditors of the United Nations to its governing body contain observations relevant to the contributions, such information shall be made available to the Donor.

Article VII. Completion of the Agreement

1. The expected completion date for the programme is 30 June 2012.
2. Any payments that remain unexpended after such commitments and liabilities have been satisfied shall be refunded to the Donor or may be used by the Recipient as agreed in writing with the Donor.

Article VIII. Termination of the Agreement

1. After consultations have taken place between the Donor and the Recipient, and provided that the payments already received are, together with other funds available to the programmes, sufficient to meet all commitments and liabilities incurred in the implementation of the programmes, this Agreement may be terminated by the Recipient or by the Donor. The Agreement shall cease to be in force thirty (30) days after either of the Parties have given notice in writing to the other Party of its decision to terminate the Agreement.
2. Notwithstanding termination of all or part of this Agreement, the Recipient shall continue to hold unutilized payments until all commitments and liabilities incurred, prior to the date of receipt of the notice, in the implementation of all or the part of the programmes, for which this Agreement has been terminated, have been satisfied and project activities brought to an orderly conclusion.
3. Any payment that remains unexpended after such commitments and liabilities have been satisfied shall be refunded to the Donor or may be used by the Recipient as agreed in writing with the Donor.

Article IX. Child Protection

The Organisation acknowledges AusAID's Child Protection Policy (http://www.usaid.gov/publications/pdf/child_protection.pdf) and will use its best endeavours to act in accordance with the principles of AusAID's Child Protection Policy in addition to abiding by other relevant international declarations, conventions and agreements.

Article X. Counter-Terrorism

Consistent with UN Security Council Resolutions relating to terrorism, including UNSC Resolution 1373 (2001) and 1267 (1999) and related resolutions, both the Donor and the Recipient 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. In accordance with this policy, the Recipient undertakes to use all reasonable efforts to ensure that none of the Donor 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 Recipient discovers a link with any organization or individual associated with terrorism it shall inform the Donor immediately.

Article XI. Amendment of the Agreement

The Agreement may be amended through an exchange of letters between the Donor and the Recipient. The letters exchanged to this effect shall become an integral part of the Agreement.

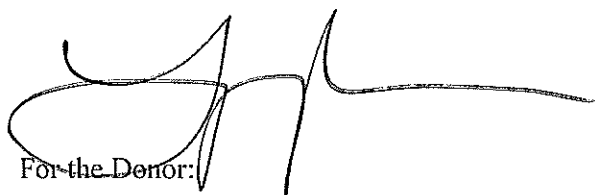
Article XII. Resolution of Disputes

Any dispute between the Recipient and the Donor over its interpretation or application (or both) shall be resolved amicably between the Parties.

Article XIII. Entry Into Force

This Agreement shall enter into force upon signature and deposit by the Donor of the first contribution-payment to be made in accordance with the schedule of payments set out in Article II, paragraph 1 of this Agreement and the signature of the project document by the concerned parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in the English language in two copies.



For the Donor:

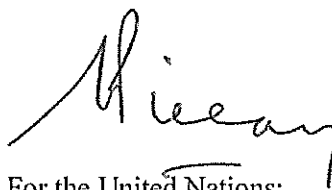
CLAYTON PIKE (Name)

ASSISTANT (Position)
DIRECTOR GENERAL

AusAID, Canberra.....

FMA s.44 Delegate

29/5/12 (Date)



For the United Nations:

NAVANETHEM PILLAY (Name)

UN High Commissioner (Position)

Geneva (Location)

25/05/2012 (Date)

ANNEX A – PROJECT DOCUMENT

AUSTRALIA'S CONTRIBUTION TO THE OFFICE OF THE HIGH COMMISSIONER FOR HUMAN RIGHTS (AusAID Agreement No. 62398)

The Australian Government, represented by the Australian Agency for International Development (the Donor), attaches great importance to promoting and protecting human rights across the world. Through the aid program, the Australian Government provides direct support for human rights-focused projects, with funding for programs to address the rights of people with disabilities; the rights of women and children; and the rights of poor, marginalised and disempowered people in developing countries.

The work of the United Nations (UN) Office of the High Commissioner of Human Rights (OHCHR) directly aligns with the objectives of the Australian aid program, particularly through the promotion of effective governance to enhance justice and human rights. As such, Australia will provide AUD 2.35 million to the OHCHR for 2011-12.

The funds provided by the Donor to the Recipient are earmarked as follows:

- a) UN Voluntary Fund for Indigenous Populations: AUD 100,000
- b) Special Procedures: AUD 400,000
- c) Activities in support of National Human Rights Institutions, including supporting the work of the International Coordinating Committee of National Institutions for the Promotion and Protection of Human Rights and its regional coordinating networks: AUD 300,000
- d) UN Voluntary Fund for Participation in the UPR Mechanism AUD 200,000
- e) UN Voluntary Fund for Financial and Technical Assistance for the Implementation of the UPR: AUD 200,000
- f) Programs and activities supporting Somalia: AUD 300,000
- g) OHCHR Regional Office for East Africa (Addis Ababa, Ethiopia): AUD 400,000
- h) Supporting the human rights treaty bodies: AUD 100,000
- i) Supporting the Committee on the Rights of Persons with Disabilities: AUD 50,000
- j) OHCHR Contingency Fund: AUD 200,000; and
- k) Supporting Human Rights Council panels and annual discussions: AUD 100,000