REPUBLIC OF SUDAN

FEDERAL MINISTRY OF HEALTH,

DEVELOPMENT PARTNERS &

CSOs/IMPLEMENTING PARTNERS.

SUDAN HEALTH COMPACT

وثيقة الشراكة من أجل الصحة

July 2014
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A: Context of the Compact

1. Sudan has endorsed the Paris Declaration on Aid Effectiveness (2005), the Accra Agenda for Action (2008), the International Health Partnership + Global Compact (signed by Sudan in 2011) and the Busan Partnership for Effective Development Co-operation (2011). This Sudan Country Compact mirrors the objectives of these international agreements: its aim is to promote stronger, more effective partnerships that can enhance Sudan's progress towards global health goals such as the Millennium Development Goals.

2. Sudan’s National Health Sector Strategic Plan (NHSSP) 2012-6 was developed as part of the Government’s National Development Plan, and is compatible with the 25-year National Strategic Plan for Health (2003-2027) and the National Health Policy (2007). It followed on from the previous NHSSP (2007-2011). The development of the 2012-16 NHSSP was through a participative process involving national and state ministries, other key institutions and associations, national and international partners and civil society. It built on an extensive situation analysis and evidence from surveys and studies. It also included a comprehensive costing exercise to assess feasibility. The NHSSP was the subject of a Joint Assessment (JANS) – this is a shared approach to assessing the strengths and weaknesses of a national health strategy.

3. The health sector operates within the Government of Sudan’s overall devolved structure of Federal level (responsible for policy-making, planning, co-ordination and international relations), State level (planning and some implementation) and Localities/Mahalia level (providing primary health care services under the Local Government Act). This Sudan Country Compact is fully compatible with these governance structures and aims to enhance their effectiveness in terms of achieving health goals. The Compact is intended to apply as appropriate at all relevant levels of government.

4. Development partners and civil society do not engage only with the Federal Ministry of Health. Development partners, for example, are also obliged to work with the Federal Ministry of Finance. This Compact does not change such obligations. However paragraph 8(g) describes the objective of minimizing transaction costs to Government and other partners as much as possible over time.
5. This Compact is signed by the Government of Sudan, Development Partners and Civil Society Organizations/Implementing Partners. Signatories agree that their funds and activities will support the one jointly assessed country health strategy (currently NHSSP 2012-2016), which states clear priorities and which is results-based and costed, with clear arrangements for monitoring performance.

6. Annex 1 gives a glossary of key terms used in this Compact.

**B: Objectives of the Compact**

7. The objectives of this Compact reflect the scope of the Paris Declaration and subsequent international agreements by focusing on ownership, alignment, harmonization, management for results and mutual accountability. The overall aim of the Compact is to promote stronger, more effective partnerships that can enhance Sudan’s progress towards global health goals such as the Millennium Development Goals and Post 2015 Health Agenda.

8. The specific objectives are:
   
a) To promote national ownership within the health sector by acknowledging the importance of effective government leadership in terms of inclusive planning, implementation, monitoring and evaluation.

b) To ensure alignment of partners’ support with Sudan’s NHSSP and related plans and M&E activities. This alignment ensures that partners work together to tackle Sudan’s major health challenges.

c) To promote the strengthening and use of government systems where this is appropriate (alignment) and to promote the harmonization of partners’ arrangements and procedures.

d) To promote a framework for management by results which can be used by all partners.

e) To improve the reliability of financial commitments so that funding is more timely and predictable and to contribute to mobilizing resources to fill prioritized funding gaps.

f) To improve the governance of the health sector in terms of the quality of dialogue between government and partners; co-ordination amongst partners; and the inclusion of new partners into health sector co-ordination activities.
g) To reduce transaction costs to Government and other partners over time as much as possible, whilst recognizing the primary importance of having aligned and harmonized systems to plan, finance, implement and monitor priority activities in the health sector.

h) To ensure mutual accountability by specifying indicators for tracking progress of the commitments described in this Compact.

9. Sections C-E specify commitments by the Government of Sudan, Development Partners and Civil Society Organizations/Implementing Partners respectively. These commitments echo the content of the Paris Declaration and subsequent international agreements. Some of these commitments will take time to fully implement; however it is important that the level of commitment is monitored and continuously improves.

C: Commitments by the Government of Sudan

10. Where relevant, these commitments apply to State Governments as well as the Federal Government.

Ownership and Leadership

11. Government of Sudan will:

a) Exercise leadership in developing and implementing its health strategies and plans (for example the National Health Strategic Plan 2012-2016).

b) Operationalize broad strategies and plans by specifying clear priorities; setting targets; developing comprehensive budgets that reflect the inputs of development partners; and ensuring appropriate reporting, monitoring and evaluation. This applies to NHSSP 2012-16 and related and subsequent strategies and plans.

c) Ensure that senior management of the Federal Ministry of Health (FMOH) is adequately and continuously equipped with skills and material inputs to provide leadership consistent with the demands of the national health sector.

d) Ensure that the structures and systems for the partnership reflected in this Compact are functional and working.
e) Facilitate the meaningful involvement and participation of development partners, civil society organizations and other relevant stakeholders in the activities described immediately above in Paragraph 9 a) – d).

Alignment

12. Government of Sudan will:

a) Organize joint planning processes, the annual sector review and other appropriate joint activities. Development partners will be given timely invitations to participate. These activities are opportunities to meet and discuss modalities for enhancing partnership and help to develop a common understanding about priority health issues in Sudan.

b) Implement the budget in a manner consistent with the agreed priorities.

c) Ensure that the percentage of the government budget allocated to health increases annually and in accordance with the Abuja Declaration (to reach 15% of total government expenditure). Country-specific documents such as Medium Term Expenditure Frameworks (MTEFs) can be used to plan increases in stages.

d) Present long term funding scenarios which are based on a comprehensive resource mapping and gap analysis (MTEF or similar).

e) Conduct a National Health Accounts exercise every year.

f) Strengthen country structures and mechanisms for implementation. (Further details are provided in Section F below.)

Harmonization

13. Government of Sudan will establish or revitalize co-ordination mechanisms at different levels and encourage harmonization amongst all stakeholders.

Managing for Results

14. Government of Sudan will:

a) Continue to improve the quality of public financial management systems, including both audit and the strengthening of linkages between national development strategies and budgets.

b) Ensure adequate capacity to manage and co-ordinate aid flows (including enhanced aid flows).
c) Establish a Joint Government and Partners’ monitoring system and results framework (see Paragraphs 31-32). The Results Framework will specify targets (levels and dates) and establish how Development Partner disbursements may be linked to improved results.

**Mutual and Joint Accountability**

15. Government of Sudan will:

   a) Provide complete, accurate and timely feedback on health sector performance towards agreed global and national targets (such as the MDGs and NHSSP targets) and discuss these with partners regularly.

   b) Organize and co-ordinate Joint Annual Reviews (JAR) where sector performance will be monitored and evaluated.

   c) Build and participate actively in structures to involve a broad range of development partners in assessing progress towards targets.

   d) Share relevant information, including financial and audit reports.

   e) Enhance democratic processes within the health sector and commit to ensure the involvement of civil society at all stages of planning, budgeting, implementation, monitoring and evaluation.

   f) Assess jointly with partners mutual progress in implementing the commitments described in this Compact, using the indicators given in Table 1.

**D: Commitments by Development Partners**

16. Where relevant, these commitments apply to Development Partners’ activities at State, as well as Federal, level.

**Ownership and Leadership**

17. Development partners will:

   a) Respect appropriate Government of Sudan leadership and invest in strengthening its capacity to exercise it.

   b) Constructively support the activities related to ownership and leadership described in Paragraph 9.
Alignment

18. Development partners will:

a) Participate in joint planning processes, the annual sector review and other appropriate joint activities. This does not mean that all partners must participate in all joint activities: there can be appropriate delegation amongst partners.

b) Align with, and support the implementation of, the National Health Strategic Plan 2012-16 and subsequent National Health Plans.

c) Provide support which is on plan and consistent with Sudan’s budget cycle.

d) Make resources available in a predictable manner to fill agreed prioritized gaps in a way which complements domestic resources for health. Funding should be appropriate to the specific mandate of the developing partner and should have full agreement of the government (FMOH, Federal Ministry of Finance and other relevant governmental partners).

e) Provide regular, timely financial reports to the FMOH in a format which is compatible with the Integrated Financial Management Information System used by the Government of Sudan.

f) Increase their support for strengthening the country’s structures, systems and procedures. They will use these as much as possible, thus building trust between partners and enabling capacity building. (Further details are provided in Section F.)

g) As much as possible, progressively align their own planning, financing, budgeting, review, monitoring, evaluation and reporting processes with the processes established for the NHSSP. Reduce the number of separate missions, reports, plans and budgets which are specific to the work of just one development partner.

Harmonization

19. a) Development partners will participate in co-ordination mechanisms established by Government.

b) Paragraph 16 promotes the alignment of planning, financing, budgeting, reviews, monitoring, evaluation and reporting processes. When it is not possible to use government systems, Development Partners will harmonize their arrangements (e.g. through multi-donor financial management arrangements) to minimize the number of separate processes. This also applies to development partner missions.

Managing for Results

20. Development partners will:
a) Support and use the joint Government and Partners' monitoring system and results framework to track commonly agreed indicators (see Paragraphs 31-32).

b) Use the Results Framework to inform their financial disbursements (see Paragraph 12c).

**Mutual and Joint Accountability**

21. Development partners will:

a) Use, discuss and support improvements to the health sector performance information provided by Government.

b) Participate in the Joint Annual Reviews. (Individual development partners may delegate to another partner.)

c) Participate in and work to improve the structures which jointly assess progress towards targets.

d) Share information in a timely and transparent manner, including financial and external audit reports and comprehensive information on aid flows.

e) Respect and encourage the enhanced role of civil society.

f) Assess jointly with Government and other partners mutual progress in implementing the commitments described in this Compact, using the indicators given in Table 1.

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22. Civil Society Organizations and Implementing Partners will align their strategies and plans to the NHSSP 2012-2016 and subsequent National Health Plans which have been developed in an inclusive manner. This also applies to the relevant plans at state or locality level. This is for all health-related activities, irrespective of the source of funding.

23. Civil Society Organizations (e.g. non-governmental organizations, faith-based organizations) will organize themselves in representative umbrella organizations to simplify interaction with the FMOH and Development Partners in the context of this Compact and the implementation of the NHSSP 2012-2016 and subsequent national plans.

24. Civil Society Organizations (CSOs) and Implementing Partners will consult with the Federal Ministry of Health when engaging in negotiations with Development Partners on health matters with
national scope and with the State Ministries of Health for matters related specifically to district and community level plans, programs and activities.

25. CSOs and Implementing Partners will report regularly and in a timely manner on technical performance and on all relevant expenditure (regardless of source) in a format which is consistent with FMOH reporting and monitoring.

26. CSOs will take an active role in the Joint Annual Review to monitor and evaluate health sector performance.

27. CSOs and Implementing Partners will participate actively in the implementation of this Compact and will assess jointly with Government and Development Partners mutual progress in implementing the commitments described in this Compact, using the indicators given in Table 1 below.

F: Common Management and Implementation Arrangements

28. Sections C-E commit all partners to participate in co-ordinated activities related to planning, budgeting, monitoring and reporting. This section provides more information, where required, on arrangements for co-ordination, monitoring, financial matters, reporting, procurement and technical assistance.

Co-ordination bodies
29. This Compact commits all signatories to participate in co-ordination bodies which are established by Government and which have mutually agreed Terms of Reference and operating procedures. (Participation can be either direct or indirect, through a designated representative.) The aim of these co-ordination bodies is to improve the effectiveness of the combined inputs from all partners: i.e. to maximize performance.

30. The Health Sector Steering Committee, chaired by the Minister and including Development Partner representatives, will be the main co-ordination body. Technical Working Groups and other international and national co-ordination mechanisms will report to the Advisory Council.
31. Co-ordination mechanisms at state level should mirror co-ordination mechanisms at federal level. These mechanisms will together be responsible for co-ordination between the different levels of government.

32. State Ministries of Health, Development Partners, CSOs and Implementing Partners may negotiate state-specific agreements which should be compatible with this Compact and can be annexed to it.

**Monitoring and reporting**

33. There will be one monitoring system with one results framework, which will be linked to the NHSSP’s priorities and budgets. The NHSSP and its M&E Plan specify quantifiable indicators for results (outputs and outcomes), along with a statement of how data will be collected and verified. Data sources include the Health Management Information System (HMIS), periodic national surveys such as the Sudan Household Survey (SHHS) and surveys about how users perceive service delivery.

34. There will be one system for monitoring achievements against the NHSSP and related plans. This will entail a single set of processes. Separate monitoring missions and an insistence on using indicators which are not part of the results framework should be avoided. A key event in the monitoring calendar will be the Joint Annual Review.

35. The same one-system principles apply to supervision of operational plans – this should be done jointly and should be compatible with the national M&E Plan.

**Financial matters**

36. External funding comes to Sudan through many modalities, including multiple forms of humanitarian aid and development projects. Over time, partners should work together to simplify and harmonize the financial management (including audit) of these modalities, through instruments such as a Joint Financing Arrangement.

37. Sections C-E include commitments about providing resources for the health sector in Sudan and making available transparent information about this financing. In addition, Compact signatories will work to identify other appropriate potential funding sources and to mobilize additional resources.
Procurement

38. Effective, co-ordinated procurement is important because the health sector relies on the right goods being available in the right place at the right time. The FMOH has established a Unified National Supply System, with CMS (Central Medical Supply) as the national body responsible for the system. Government will continue to improve this system, including specifying agreements with SMOHs.

39. When supplies are procured through tenders issued by health partners, this should be done in accordance with international procurement standards. All relevant supplies should be compatible with the registered list of the Sudan National Drug and Poisons Board and the Sudanese Standard and Metrology Organization.

40. All partners can work together to gradually strengthen the Sudanese Government procurement system and to ensure that procurement gradually becomes more consistent with the principles of this Compact (national ownership and leadership, alignment, harmonization, management for results and mutual accountability).

Technical assistance

41. Technical assistance (TA) can be a valuable input into the health sector and, like other inputs, is most effective when it is well co-ordinated and responsive to needs. In most cases building local capacity should be an integral and significant element of technical assistance, as this is an important part of local ownership and sustainability. Partners will work together to develop a system where TA needs are identified systematically (ideally as part of wider planning processes) and the provision of TA responds to these needs.
G: Monitoring the Compact

42. IHP+ uses an agreed set of indicators to track six priority issues related to Country Compacts.\(^1\) Table 1 provides adapted versions of these indicators to track progress with the Sudan Country Compact. Using this set of indicators reduces transaction costs (similar information will be collected anyhow for monitoring IHP+) and allows for comparisons between Sudan and other countries. Not all these indicators are currently mentioned in the NHSSP/M&E Plan, but they can be included in future versions.

<table>
<thead>
<tr>
<th>#</th>
<th>Issue</th>
<th>Government indicators</th>
<th>Indicators for Development Partners, CSOs and Implementing Partners</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Health development cooperation is focused on results.</td>
<td>An agreed transparent and monitorable country results framework to assess health sector progress exists and is updated and used at least annually.</td>
<td>Proportion of signatories which monitor progress through the country results framework and not with their own separate assessments and indicators.</td>
</tr>
<tr>
<td>2</td>
<td>Civil Society engagement.(^2)</td>
<td>Evidence that Civil Society is meaningfully represented in health sector policy processes - including planning, co-ordination and review mechanisms.</td>
<td>Evidence of support for Civil Society to be meaningfully represented in health sector policy processes - including health sector planning, coordination and review mechanisms.</td>
</tr>
<tr>
<td>3a</td>
<td></td>
<td>Proportion of health sector funding disbursed against the approved annual budget.</td>
<td>Percentage of health aid for the government sector disbursed in the year for which it was scheduled (in aggregate and for each Development Partner separately).</td>
</tr>
<tr>
<td>3b</td>
<td>Health development cooperation is more predictable.</td>
<td>Projected government expenditure on health provided for 3 years on a rolling basis and increases towards 15% of government expenditure (Abuja target).</td>
<td>Proportion of Development Partner signatories which can provide indicative information about future expenditure for the next three years. Percentage of total international development assistance for health which is provided by partners which do provide three years of future indicative spending.</td>
</tr>
</tbody>
</table>

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\(^2\) These civil society indicators are defined in detail in [http://www.ihpplusresults.org/downloads.php?lang=EN](http://www.ihpplusresults.org/downloads.php?lang=EN). The inadequacies of these particular indicators are acknowledged both globally and within Sudan, but the global consensus is that these are the most practically useful indicators which have yet been devised.
<table>
<thead>
<tr>
<th>5</th>
<th>Mutual accountability is strengthened.</th>
<th>Progress with implementing this Compact is mutually assessed annually. Government performance improves over time.</th>
<th>Progress with implementing this Compact is mutually assessed annually. Performance improves over time – in general and for each individual signatory.</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Government of Sudan’s Public Financial Management systems are strengthened. Development partners’ financial arrangements are harmonized.</td>
<td>Country public financial management systems either (a) adhere to broadly accepted good practices or (b) have a reform programme in place to achieve these. [Assessed using World Bank Country Policy and Institutional Assessment (CPIA) data.]</td>
<td>Short-term: development partners’ financial arrangements are harmonized to increase the use of multi-donor arrangements (e.g. through a Joint Financing Arrangement or similar). Medium-term: Amount of health sector aid disbursed for the government sector that uses national public financial management systems (assuming systems generally considered to adhere to broadly accepted good practices).</td>
</tr>
</tbody>
</table>

43. An independent external agent can be contracted to compile and verify the indicators. The indicators should be reviewed and discussed annually in conjunction with the Joint Annual Reviews. Information on the indicators should be complemented by a narrative about compliance with the commitments in the Compact. Discussions should focus on achievements and on areas for improvement.

**H: Resolution of disputes**

44. All health partners will work in a spirit of openness, transparency and mutual respect. Constructive dialogue and the effective flow of information are crucial for building and sustaining confidence and trust.

45. A clear process for handling non-performance and for resolving disputes and conflicts should be in place. In the event of disagreement or conflict, dialogue will be the first recourse for resolving the situation; this will be initiated as early as possible by the Partners directly involved. Should no solution be found, mediators (two of the other partners) should be identified and involved in
negotiating a solution. This Compact, interpreted in a spirit of give and take, should act as the guiding document for conflict prevention and resolution. In the case of persistent non-compliance, a partner may be suspended from the Compact.

I: Inclusion of new partners

46. Any new health partner wishing to co-operate with the Ministry of Health will be asked to sign this Compact.

J: Amendments and termination

47. Any modifications to this Compact must be made through a written amendment which needs to be signed by all signatories. Amendments should be compatible with the principles of this Compact and the broad framework provided by the NHSSP and its successors.

48. Withdrawal from this Compact may be effected by any signatory by giving 90 days notice in writing to the FMOH Advisory Council under the signature of the designated Head of the Partner concerned. The 90-day period allows for a detailed analysis of possible impact of withdrawal and/or resolution of the reasons for the proposed exit from the Compact.

K: Date of Effectiveness

49. The Compact will come into effect when it has been signed by the authorized representatives of the Government of Sudan and at least one development partner and one CSO/implementing partner.

50. The Compact is intended to be valid beyond the lifetime of the NHSSP 2012-2016, providing that a new, inclusively-developed national strategy follows on from this NHSSP. However 2016 may provide a strategic opportunity to consider updating the Compact.
Mr. Xavier Furtado,
World Bank Country Representative for Sudan

Mr. Tomas UlCNY
Ambassador of European Union Delegation
to the Republic of Sudan

Mr. Abdul Kamara
African Development Bank
resident representative Sudan Country Office (SDFO)

Armando Barucco
Ambassador of the Republic of Italy in Sudan
Annex 1 Glossary of Key Terms

Alignment
When development support is delivered in accordance with a country’s priorities and when relevant partners rely on country systems and procedures. It is better to think in terms of progress towards alignment, rather than to regard alignment as an absolute. (Adapted from WHO Capacity Development in Harmonization and Alignment, 2008.)

Civil society
For the purpose of this Compact, Civil Society includes a wide array of non-governmental organizations which are involved in activities within the overall health sector of Sudan. This includes non-governmental organizations, faith-based organizations, private providers and professional organizations. Civil society organizations are primarily implementers of activities relevant to the health sector. (Adapted from the World Bank Defining Civil Society)

Compact
The Sudan Country Compact is a written commitment made by government, development partners and civil society that describes how they will work together to improve health outcomes. It is a negotiated agreement which sets out how partners will work together more effectively to deliver priorities in the national health strategic plan and improve aid effectiveness. Signing the Compact reflects a serious intent, but it is not legally binding. (Adapted from http://www.internationalhealthpartnership.net/en/key-issues/compacts/)

Development partner
A development partner is a partner which provides Official Development Assistance (ODA). ODA is defined as “Grants or loans to countries (in this case, Sudan) which are (a) undertaken by the official sector (including bilateral and multilaterals); (b) with promotion of economic development and welfare as the main objective; (c) at concessional financial terms (if a loan, having a grant element of at least 25%). In addition to financial flows, technical co-operation is included.” (Source: OECD-DAC Glossary of Kay Terms and Concepts)

Harmonization
When development partners and civil society work together to co-ordinate their activities, develop common arrangements, simplify procedures and share information in collaboration with the government, thereby reducing duplication, overlap and confusion and transaction costs for the government. (Adapted from WHO Capacity Development in Harmonization and Alignment, 2008.)
Managing for results
Strategies that focus on results at all stages of the development cycle from planning through implementation to evaluation. (WHO Capacity Development in Harmonization and Alignment, 2008.)

Mutual accountability
Mutual assessments of progress in implementing agreed commitments and more broadly their development partnership. (WHO Capacity Development in Harmonization and Alignment, 2008.)

Transaction costs
The costs arising from the preparation, negotiation, implementation, monitoring and enforcement of agreements for the delivery of support from development partners and civil society. (Adapted from WHO Capacity Development in Harmonization and Alignment, 2008.)