



Partners in Aid

## **PARTNERSHIP POLICY**

### **1. Background**

The mission of Partners in Aid is:

- to help enable communities in developing communities to improve their living standards, capacity and resilience, and
- to fund and facilitate social and environment projects and child education sponsorship with local partners.

We believe that an appropriate way of achieving our goals is through having strong relationships with a small number of overseas partner organisations with shared values which we can trust to work effectively with local stakeholders. Accordingly, Partners in Aid seeks to form long-standing partnerships with certain local not-for-profit organisations that are acting as agents of change in their local communities and are seeking thereby to help achieve improvements in the health and wellbeing of those communities.

Project proposals are only considered by the Partners in Aid Board if they come from organizations with which a Partnership Agreement, satisfactory to both parties, has been signed (see Appendix 1).

### **2. Purpose**

The purpose of this policy is to outline the principles and procedures that govern our relationship with partner organisations. These principles and procedures are intended to help ensure:

- that an effective relationship exists, and

- that the Board has evidence that we are meeting our obligations under the law and to our donors.

### 3. Scope

This policy applies to formalised partnerships between Partners in Aid and our current partners in India (SEDS, ABWU), Bangladesh (SYMBIOSIS) and the Philippines (Sinangpad Association Inc), and any future partnership that might be established.

### 4. Procedures

4.1 Partners in Aid will work with partners to achieve its Mission Statement.

4.2 Donated funds will only be disbursed to a third party (including affiliates or partner agencies) for aid and development activities.

4.3 Partnership relationships will only be formalized with a Partnership Agreement if they meet the following criteria:

- they are a legally constituted organisation in their home country,
- they have operated successfully as a humanitarian organisation for at least two years prior to selection,
- they have a philosophy that is commensurate with the mission and values of Partners in Aid, and therefore to internationally recognized human rights principles, including humanity, impartiality, and independence,<sup>1</sup>

---

<sup>1</sup> *Humanity*, meaning focusing on saving and preserving human lives and relieving suffering. *Impartiality*, meaning the implementation of activities solely to respond to identified needs, without discrimination of any kind between or within affected populations.

*Independence*, implies the autonomy of the humanitarian objectives with regard to political, economic, military or other objectives that motivate actors in the regions where humanitarian aid is carried out.

- they have appropriate policies and procedures in place that are consistent with those of Partners in Aid or have agreed to adopt relevant Partner in Aid policies and procedures, to protect their primary stakeholders from bullying, violence, abuse, exploitation or neglect in the context of any project with which Partners in Aid is associated. (If relevant Partners in Aid policies have been adopted, these should have been adapted to include reporting contacts and procedures specific to the Partner Organization), and
- they have a Child Safeguarding Policy consistent with that of Partners in Aid in place or have agreed to adopt relevant Partner in Aid Child Safeguarding Policies and Procedures in the context of any project with which Partners in Aid is associated. Again, if relevant Partners in Aid policies have been adopted, these should have been adapted to include reporting contacts and procedures specific to the Partner Organization).

4.4 Partner Organisations and Partners in Aid will enter into project agreements, based on submitted proposals, as outlined elsewhere in the Project Policy.

## 5. Establishing New Partnerships

No new Partnership Agreement will be formed unless all the criteria outlined in 4.3 are met. Before establishing a new partnership, the following actions will be carried out.

- 5.1 A check will be made to ensure that the organization is not listed as a terrorist organization under the Criminal Code on the Australian National Security website, or the DFAT Consolidated List of targeted financial sanctions against persons and entities.
- 5.2 Partners in Aid representatives will discuss with the proposed Partner Organization the policies that govern our organisation

and, if the proposed Partner Organization wishes, explore with them how such policies might be made operational in the context of their culture. Partners Organizations will thereafter be kept up to date with any Partners in Aid policy changes.

- 5.3 A member of the Partners in Aid Board or Subcommittees will visit at least two project sites of the proposed new partner organization and talk to project participants there.
- 5.4 A member of the Partners in Aid Board or Subcommittees will ask to see the organization's bookkeeping methods.
- 5.5 It is recognized that the risk of financial wrongdoing and corruption may vary across country, sector and project, depending on such variables as type of project, the level of aid dependency in the recipient country, and the state of the overall governance environment and general corruption level. Financial Wrongdoing can include:

*Bribery* – the offering, promising, giving, accepting or soliciting of an advantage as an inducement for an action which is illegal, unethical or a breach of trust. Inducements can take the form of gifts, loans, fees, rewards or other advantages.<sup>2</sup>

*Corruption* – the abuse of entrusted power for private gain.<sup>3</sup>

*Counter-terrorism* – the practice, techniques and strategy used to combat or prevent terrorism.<sup>4</sup>

*Financial Wrongdoing* – behaviour that is illegal or immoral with regards to financial transactions. Includes bribery, corruption, fraud, money-laundering, terrorism financing

---

<sup>2</sup> Transparency International Anti-Corruption

Glossary <https://www.transparency.org/glossary/term/bribery>

<sup>3</sup> Transparency International Anti-Corruption

Glossary <https://www.transparency.org/glossary/term/corruption>

<sup>4</sup> ACFID Code of Conduct <https://acfid.asn.au/content/general-definitions>

and violation of sanctions imposed by the Australian government.

*Fraud* – Dishonestly obtaining a benefit, or causing a loss, by deception or other means.<sup>5</sup> It extends to benefits obtained or derived that can be both tangible and intangible.

*Money Laundering* – the process of concealing the origin, ownership or destination of illegally or dishonestly obtained money and hiding it within legitimate economic activities to make them appear legal.<sup>6</sup>

*Terrorism Financing* – intentionally providing or collecting funds and being reckless as to whether those funds would be used to facilitate or engage in a terrorist act.<sup>7</sup>

Accordingly, prior to the signing of any partnership agreement the following issues will be discussed:

- In general, how prevalent is financial wrongdoing in the region in which the Partner Organization operates?
- If prevalent, who are the main perpetrators of financial wrongdoing (government officials, contractors, etc)?
- What is the level of separation between main perpetrators of financial wrongdoing, if any, in the region and the proposed

---

<sup>5</sup> ACFID Code of Conduct <https://acfid.asn.au/content/general-definitions> / Commonwealth Attorney-General's Department Fraud Control Framework p.32 <https://www.ag.gov.au/CrimeAndCorruption/FraudControl/Documents/CommonwealthFraudControlFramework2017.PDF>

<sup>6</sup> Transparency International Anti-Corruption Glossary [https://www.transparency.org/glossary/term/money\\_laundering](https://www.transparency.org/glossary/term/money_laundering)

<sup>7</sup> Living Safe

Together <https://www.livingsafetogether.gov.au/informationadvice/Pages/counter-terrorism-laws.aspx#q3a>

partner organization? To what extent can the proposed partner control this separation, and how?

These issues will be taken into account in deciding whether to proceed with a partnership.

## 6. Prior to the signing of a Partnership Agreement with an organization

6.1 Prior to the actual signing a Partnership Agreement with an organization, the latter:

- must either provide a copy of their own policies and procedures regarding child safeguarding and protection of their primary stakeholders against violence, abuse, exploitation and sexual harassment that are compatible with those of Partners in Aid, or a signed copy of the Partners in Aid Child Safeguarding Policy and the Code of Conduct,
- must be willing to agree to observe all relevant sections of Partners in Aid Transparency and Communication Policy and the Financial Wrongdoing Policy and provide a signed copy thereof to this effect,
- must agree to the following monitoring and other requirements to ensure that Partners in Aid is meeting its obligations:
  - any financial support provided to the Partner Organization by Partners in Aid must be spent in accordance the Project proposals approved by the Board, unless a contract variation has been agreed by the Board in advance of expenditure of the funds,
  - Partners must provide annually an audited copy of their financial accounts. This report may be in the format required by the regulatory authorities of their home country,

- Partners must provide annually an activity report of their organisation,
- Partners must provide annually a declaration or annual report that the Partner continues to meet the selection criteria outlined in 4.3 above,
- Partners must provide serial numbers for any project equipment purchased with Partners in Aid funds for the value of \$500 or more, and
- from time to time, Partners must accept a visit by a representative of Partners in Aid to inspect their operations, observe activities at the community level and discuss their future plans.

*Note: It is envisaged that the Partner providing their normal Annual Report and not having to do additional paperwork would meet the first three items above.*

## 7. Termination of a Partnership

7.1 A partnership may be terminated if:

- Partners in Aid and the Partner Organization mutually agree to terminate the partnership,
- after consultation with the Partner Organization, project/s being fully or partially funded by Partners in Aid are consistently failing to meet mutually agreed outcomes and/or impacts, or funding provided by Partners in Aid is consistently not being spent in accordance with the agreed budget,
- the audited financial accounts show that the Partner is insolvent,
- the Partner Organisation commits financial wrongdoing or is convicted of criminal activities, appears on the list of groups proscribed as terrorist organisations under Criminal Code on

Australian National Security website, or the DFAT Consolidated List of targeted financial sanction against persons and entities,

- the Partner Organisation, in the context of a project with which Partners in Aid is associated, engages in activities that are against the guiding principles of Partners in Aid, the Partners in Aid Code of Conduct or Child Safeguarding Policy and Procedures or other Partners in Aid policies that form part of the Partnership Agreement, and/or
- the Partner wishes to terminate the Partnership.

## **8. Review**

This policy will be reviewed after 3 years.

## **9. Relevant PIA Policy Documents**

- PIA Child Safeguarding Policy and Code of Conduct
- PIA Child Sponsorship Policy
- PIA Project Policy
- PIA Non-development Activities Policy
- PIA Code of Conduct
- PIA Financial wrongdoing Policy
- PIA Transparency and Communication Policy



## **APPENDIX 1**

### **Partnership Agreement.**

This agreement is between

Partners in Aid Ltd

Narre Warren VIC 3805

ABN 50 006 946 550

and

XXXX [Name and address of Partner Organisation]

and referred to in this document as Partner Organisation.

1. Partners in Aid Ltd enters into this agreement with XXX to implement Projects and / or Programs to help achieve its mission statement, which is to undertake local community and economic development projects directed at improving the standard of living in rural and urban areas in developing countries through environmentally and financially sustainable action.
2. The Partner Organisation was legally constituted in the XXX in XXX, at least XXX years prior to the date of this agreement, and evidence of this is attached as Appendix 1 to this agreement.
3. Partners in Aid Ltd and the Partner Organisation agree that they have an underlying philosophy and guiding values that will allow them to work towards achieving their respective objectives.
4. The Partner Organisation agrees that the projects it implements in partnership with Partners in Aid will be carried out in a manner that protects all stakeholders from discrimination, abuse, violence and exploitation.
5. Partners in Aid has discussed with the Partner Organisation the policies of Partners in Aid Ltd, the ACFID Code of Conduct, and the laws that govern Partners in Aid, and the Partner Organization has agreed to complying with the relevant content of these policies, either by their adoption of Partners in Aid policies, or by the

continued implementation of compatible Partner Organization policies. The Partner Organisation has signed each of the Partners in Aid policies attached to this Agreement indicating that they have read and are committed to observing their relevant content, insofar as these documents relate to any project supported by Partner in Aid.

6. At agreed intervals, the Partner Organisation agrees to supply Partners in Aid with a report that summarises their activities that Partners in Aid Ltd can use in their publicity material.

7. The Partner Organisation agrees to supply Partners in Aid Ltd on an annual basis a copy of documents such as their annual report and audited financial reports that shows the Partner Organisation continues to operate as legally constituted organisation.

8. The Partner Organisation agrees to host occasional visits, and at no cost to the Partner Organisation, from a representative of Partners in Aid Ltd in order to review their joint activities.

9. The Partner Organization affirms that in the design, implementation, monitoring and evaluation of any project supported by PIA, no offer, gift, consideration or benefit of any kind, which constitute illegal or corrupt practice will be made to anyone, either directly or indirectly, as an inducement or award for the granting or execution of this contract. Any such practice will be grounds for Partners in Aid terminating this contract and/or taking any other corrective action considered appropriate.

10. This agreement may be terminated if:

- Partners in Aid Ltd and the Partner Organisation mutually agree to terminate the partnership,
- the Partner Organisation wishes to terminate the Partnership,
- after consultation with the Partner Organisation, project/s being fully or partially funded by Partners in Aid are

consistently failing to meet mutually agreed outcomes and/or impacts, or funding provided by Partners in Aid is consistently not being spent in accordance with the agreed budget,

- the audited financial accounts show the Partner Organisation is insolvent,
- the Partner Organisation is commits financial wrongdoing or is convicted of criminal activities or is entered on the list of groups proscribed as terrorist organizations under Criminal Code on Australian National Security website, or the DFAT Consolidated List of targeted financial sanction against persons and entities, and / or
- the Partner Organisation engages in activities that are against the guiding principles of Partners in Aid.

12. This agreement will be reviewed for renewal every five years after the date it is signed.

13. Any conflict arising between Partners in Aid and Partner Organisations will be discussed initially between the relevant Partners in Aid project coordinator and a Partner Organisation representative nominated by the Partner. Considerations will include resolving the issue as partners rather than opponents. If a resolution is not reached, the project coordinator will report the matter to the Board for further investigation and discussion with the Partner Organisation CEO or similar. Consideration will be to apply strategies to attack the problem not the person and to develop a creative solution together.

Signed on behalf of Partners in Aid Ltd

Name:

Date:

Witness of Partners in Aid Ltd signature

Name:

Date:

Signed on behalf of Partner Organisation

Name:

Date:

Witness of Partner Organisation signature

Name:

Date:

A COPY OF THE FOLLOWING PIA POLICIES SHOULD BE ATTACHED HERE, WITH A PLACE FOR A WITNESSED SIGNATURE FROM A KEY PERSON IN THE NEW PARTNER ORGANISATION INDICATING THAT THE POLICY HAS BEEN READ AND UNDERSTOOD:

- Child Safeguarding Policy and Code of Conduct
- Code of Conduct
- Project Policy
- Child Sponsorship Policy (if relevant)
- Complaints Policy
- Privacy Policy
- Transparency and Communication Policy

Before attaching these policies, please asterisk those items of relevance to the particular Partner Organisation.