

**Partners in Aid**

AUSTRALIA

PARTNERSHIP POLICY

Version control & review

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1. Background

The mission of Partners in Aid is to:

... partner with local, non-government organisations overseas to support sustainable projects that they have selected and are implementing to enable their communities to thrive through better health, education and livelihoods.

We believe that an appropriate way of achieving our mission is through establishing 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 relationships with local not-for-profit organisations that are acting as agents of change in their local communities and are seeking thereby to help achieve sustainable improvements in the health and wellbeing of those communities.

Project proposals are only considered by Partners in Aid if they come from organisations with which a Partnership Agreement, satisfactory to both parties, has been signed (see Appendix 1). Proposals may also be considered if they are short-term 'trial' projects being undertaken with an overseas not-for-profit organisation with which Partners in Aid is exploring the possibility of ultimately establishing a Partnership Agreement.

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
- 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), Sri Lanka (YGro) 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 help achieve both their mission statement and ours.
- 4.2 Except for one long-standing historical relationship (to be ultimately phased out) 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 formalised with a Partnership Agreement if the non-for-profit organisations meet the following criteria:
 - they are a legally constituted organisation in their home country,
 - they have operated successfully as a development organisation for at least two years,
 - they have a philosophy that is commensurate with

the mission and values of Partners in Aid, and therefore to internationally recognized human rights principles,

- they have appropriate policies and procedures in place that are consistent with those of Partners in Aid or have agreed to adopt relevant Partners 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 Organisation.),
- they have financial policies and procedures in place for effectively managing project funds, and
- they have in place a Child Safeguarding Policy consistent with that of Partners in Aid or have agreed to adopt relevant Partners 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 Organisation).

5. Establishing New Partnerships

No new Partnership Agreement will be signed unless all the criteria outlined above 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 organisation is not listed as a terrorist organisation 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 Organisation the relevant policies that govern our organisation and, if the proposed Partner Organisation wishes, explore with them how such policies might be made operational in the context of their culture. Partner Organisations will thereafter be kept up to date with any Partners in Aid policy changes.
- 5.3 If practical, a member of the Partners in Aid Board or Project Committee will visit at least two project sites of the proposed new Partner Organisation and talk to project participants there.
- 5.4 A member of the Partners in Aid Board or Project Committee will ask to see the organisation's bookkeeping methods.
- 5.5 It is recognized that the risk of financial wrongdoing

and corruption¹ may vary across country, sector and project, depending on such variables as type of project, the level of aid dependency in the recipient country, the state of the overall governance environment and general corruption level.

Accordingly, prior to the signing of any Partnership Agreement, the following questions will also be discussed.

- In general, how prevalent is financial wrongdoing in the region in which the Partner Organisation 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 partner organisation? To what extent can the proposed partner control this separation, and how?

These issues will all be considered in deciding whether to proceed with suggesting a partnership.

6. Prior to Signing a Partnership Agreement

6.1 Prior to the actual signing of a Partnership Agreement

¹ For definition of wrongdoing, see Partner in Aid's Financial Wrongdoing Policy.

with an organisation, the organisation 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 is compatible with that of Partners in Aid, or a signed copy of the Partners in Aid Child Safeguarding Policy and the Code of Conduct,
- 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,
- 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 Organisation 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 relating to any projects receiving financial support from

Partners in Aid. 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's involvement in any project supported by Partners in Aid,
- 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 AUD500 or more, and
- from time to time, Partners must be willing to accept a visit by a representative of Partners in Aid to monitor and evaluate their operations, observe activities at the community level and discuss their future plans.

7. Termination of a Partnership

- 7.1 A Partnership Agreement does not commit either Partners in Aid or the Partner Organisation to any action unless a project has been approved for support by the Partners in Aid Board. Accordingly, cancellation or non-renewal of a Partnership Agreement will not

have any financial or other tangible consequences for the Partner Organisation.

7.2 A partnership may be terminated if:

- Partners in Aid and the Partner Organisation mutually agree to terminate it,
- 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 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 the Australian National Security website, or the DFAT Consolidated List of targeted financial sanction against persons and entities, and /or
- 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. This includes involvement in religious or political advocacy in the course of project implementation, and/or discriminating against potential beneficiaries on the basis of religious or political beliefs, sex or membership of any minority group.

8. Review

This policy will be reviewed every 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



Partners in Aid

PARTNERSHIP AGREEMENT

between

Partners in Aid Ltd and [Name of Partner Organisation]

This Agreement [extends the existing/creates a new] partnership between PARTNERS IN AID LTD of Narre Warren 3805, Victoria, Australia (ABN 50 006 946 550), and

[Name and address of Partner Organisation], hereafter referred to as the Partner Organisation.

1. Partners in Aid Ltd enters into this agreement with [PARTNER ORGANISATION] to work together to design and implement local development projects intended to improve the quality of life in rural and urban communities in developing countries through environmentally and financially sustainable action.
2. The Partner Organisation was legally constituted in the [NAME] in [YEAR], at least [NUMBER] 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, the Australian Council for International Development (ACFID) Code of Conduct and the laws that govern Partners in Aid. The Partner Organisation has agreed to comply with the relevant content of these policies, either by their adoption of Partners in Aid policies, or by the continued implementation of mutually agreed Partner Organisation 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, in so far as these documents relate to any project supported by Partners in Aid.

6. At agreed intervals, the Partner Organisation agrees to supply Partners in Aid with a report that summarises their activities and project expenditure with respect to any Partners in Aid-supported projects.

7. The Partner Organisation agrees that Partners in Aid can use information obtained in narrative progress reports in their publicity material. Partners in Aid agrees not to use any project photographs of children (below 18 years of age) without the signed consent of their guardian, and, where appropriate, the children themselves.

8. The Partner Organisation agrees to annually supply Partners in Aid with a copy of documents such as their annual report and audited financial reports that shows the Partner Organisation continues to operate as a legally constituted organisation.

9. The Partner Organisation agrees to host occasional visits, at no cost to the Partner Organisation, from a representative of Partners in Aid intending to review their project-related activities.

10. The Partner Organisation 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 constitutes 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.

11. This agreement may be terminated if:

- Partners in Aid and the Partner Organisation mutually agree to terminate it,
- 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 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 the Australian National Security website, or the DFAT Consolidated List of targeted financial sanction against persons and entities, and /or

- 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. This includes involvement in religious or political advocacy in the course of project implementation and/or discriminating against potential beneficiaries on the basis of religious or political beliefs, sex or membership of any minority group.

12. A Partnership Agreement does not bind either Partners in Aid or the Partner Organisation to any action unless a project has been approved for support by the Partners in Aid Board.

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

14. 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. Every effort will be made to resolve the issue as partners rather than opponents and to find an acceptable solution together. If no resolution can be reached, the Project Coordinator will report the matter to the Board for further investigation and discussion with the Partner Organisation CEO or equivalent.

Signed on behalf of Partners in Aid Ltd

Name:

Date:

Witness of Partners in Aid Ltd’s signature

Name: _____ Date: _____

Signed on behalf of [PARTNER ORGANISATION]

Name: _____ Date: _____

Witness of Partners Organisation’s signature

Name: _____ Date: _____

CERTIFICATION

I, the authorised representative of [PARTNER ORGANISATION], have read the following attached Partners in Aid documents, and our organisation agrees to abide with any relevant conditions in these policies that are not covered in our own policies.

POLICY	SIGNATURE (CEO or SENIOR MANAGER preferred)
Partners in Aid Financial Wrongdoing Policy	
Partners in Aid Code of Conduct	
Partners in Aid Transparency and Communication Policy	
Partners in Aid Complaints Policy	
Partners in Aid Privacy and Data Retention Policy	
Child Safeguarding and Code of Conduct	

