



**Partners in Aid**

AUSTRALIA

## **PARTNERSHIP POLICY**

### **Version control & review**

<b>Version</b>	<b>Date</b>	<b>Distribution</b>
1.0	<2015	Board members; website link
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## 1. Background

The mission of Partners in Aid is to support sustainable projects in developing countries by partnering with NGOs to enable communities to build their educational, health and income-generating capacity.

Its objective is to form strategic partnerships with organisations in developing countries that share our values in order to advance our mission of sustainable development in education, health, environmental sustainability, and income generation.

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. Partners in Aid will work with partners to help achieve both their mission statement and ours.

Project proposals are generally only considered by Partners in Aid if they come from organisations with which a Partnership Agreement, satisfactory to both parties, has been signed. However, 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.

## 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 the formalising and maintaining of any partnership between Partners in Aid and an INGO.

### **4. Procedures**

4.1 Consideration will only be given to formalising a relationship with an INGO if the latter meets the following criteria.

- It is a legally constituted organisation in its home country.
  - It 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.
  - It has operated successfully as a development organisation for at least two years.
  - It has a philosophy that is commensurate with the mission and values of Partners in Aid, and therefore with internationally recognised human rights principles.
  - Unless it has commensurate policies of its own, it is willing to sign an attachment to the Partnership Agreement to the effect that the following Partners in Aid policy documents have been read, and their organisation is happy to abide with any relevant conditions in these policies that are not covered in policies of their own (a list of the key relevant PIA policies follows). (See Attachment 1)
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#### 4.2 Before signing a Partnership Agreement, PIA will take the following steps.

- If practical, a member of the Partners in Aid Board or Project Advisory Group will visit at least one of the past project sites of the organisation and talk to project participants there.
- A member of the Partners in Aid Board or Project Advisory Group will ask to discuss financial management practices and procedures.
- Given 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, the state of the overall governance environment and general corruption level, answers to the following questions will be sought.
  - In general, how prevalent is financial wrongdoing in the region in which the organisation operates?
  - If prevalent, who are the main perpetrators of financial wrongdoing (government officials, contractors, etc.)?
  - What is the level of separation between the 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?

#### 4.3 When signing the Partnership Agreement, the conditions to which the organisation must be willing to agree include, *inter alia*, the following.

- Any financial support provided to the organisation by Partners in Aid will be spent in accordance with the project proposal approved by the Board, unless a contract variation

has been agreed by the Board in advance of expenditure of the funds.

- The organisation will provide an annual audited copy of its 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).
- Before scheduled project payments are due to be made by PIA, the organisation will provide an activity report on the progress of the project PIA is supporting, and a financial statement of income and expenditure since the past budget instalment was made by PIA (and the serial number/s of any equipment purchased with PIA funds).
- From time to time, the organisation will accept a visit by a representative of Partners in Aid to monitor and evaluate the project's progress, observe activities at the community level and discuss their future plans. Expenses for this trip will be covered by Partners in Aid.
- The organisation will ensure that no religious or political advocacy will be carried out as part of any project supported by Partners in Aid.

## **5. Dispute Resolution**

5.1 The parties shall endeavour to settle any dispute arising out of or relating to this partnership agreement by mediation administered by the Australian Dispute Centre before having resort to litigation or arbitration

## **6. Termination of a Partnership**

6.1 A partnership may be terminated under the following conditions.

- Partners in Aid and the Partner Organisation mutually agree to terminate it.
- After consultation with the Partner Organisation, projects 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 Organisation is insolvent,
- The Partner Organisation commits financial wrongdoing or is convicted of criminal activities.
- The Partner Organisation 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.

As 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,

cancellation or non-renewal of a Partnership Agreement will not have any financial or other tangible consequences for the Partner Organisation.

## 7. Review

This policy will be reviewed every 3 years.

## 8. Relevant PIA Policy Documents

PIA Child Safeguarding Policy and Code of Conduct for Working with Children

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: Attachment to the Partnership Policy

We have read the following attached Partners in Aid documents, and our organisation is happy to abide with any relevant conditions in these policies that are not covered in our own policies.

POLICY	SIGNATURE OF SEDS (CEO or SENIOR MANAGER preferred)
Partners in Aid Code of Conduct	
Partners in Aid Gender and Diversity Policy	
Partners in Aid Prevention of Sexual Abuse, Exploitation and Harassment Policy	

Partners in Aid Financial Wrongdoing Policy	
Partners in Aid Transparency and Communication Policy	
Partners in Aid Complaints Policy	
Partners in Aid Privacy Policy	