**Memorandum of Understanding[[1]](#footnote-2)**

**Published**: November 2020

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| ***Guidelines to Partnership Agreements – Memorandum of Understanding (MoU): in italics – These boxes are guidance and should be deleted when drafting MoUs.***  ***Introduction***  ***Purpose***  *WaterAid’s mission is to transform the lives of the poorest and most marginalised people by improving access to water, sanitation and hygiene (WASH). Working in partnership is central to our approach. We will only achieve our vision and mission through collaborating with a wide range of partners from government, civil society, academia and the private sector to improve policy and practice relating to WASH. Our role is to be a catalyst and agent of change, enabling local institutions to make and sustain long-term improvements in access to WASH. See our* [Partnership Framework](https://washmatters.wateraid.org/sites/g/files/jkxoof256/files/partnership-framework_0.pdf).  *WaterAid engages in a wide range of partnerships for various purposes (service delivery, capacity strengthening, knowledge generation, advocacy, research etc.). Depending on the nature of the partnership, different types of agreement will be appropriate (e.g. Project Partnership Agreements, Memorandum of Understanding, Supply or Consultancy Contracts, or Teaming Agreements). This guideline and template can be used for MoUs.*  *We aim to strengthen the institutions, systems and capacities that are needed to deliver sustainable WASH services in the long term. To achieve this, we need enabling and empowering collaborative relationships where all parties benefit from the relationship with each other. While WaterAid may contribute knowledge and expertise on sustainable WASH systems other partners contribute their own specialist or local knowledge, experience and networks.*  *There are often power imbalances between partners, especially where one organisation has more funding than others. As such it is important for WaterAid country leadership and finance teams to take steps to ensure that there is a balanced relationship and mutual accountability between partners. The process of drawing up and agreeing an MoU helps to articulate and agree common purpose and long-term aims of the partnership, recognising mutual accountabilities and the value that each partner brings to the collaboration through skills, knowledge, experience, networks and resources.*    ***Scope***  *Where WaterAid intends to work with a Collaborative Partner, we recommend developing a MoU. A Collaborative Partner is an organisation we are committed to working with over, usually, a longer period of time to achieve broad, shared objectives. There is no funding or formal relationship with a Collaborative Partner unless they are also a Project Partner, Service/Goods Provider or Key Supplier and have signed relevant agreements for these roles. Due diligence and ethical checks should typically be carried out before a MoU is signed with a Collaborative Partner.*    *These guidelines and template are to support development of a full MoU or a light touch MoU for non-USAID partnerships.*  *The suggested time frame for a full MoU is 5 years in line with country strategies. An MoU should be reviewed periodically to ensure it remains relevant and valid as a driver for effective collaboration.*  ***A Memorandum of Understanding*** *(‘MoU’) (sometimes referred to as a ‘letter of intent’) is an agreement between two or more parties that:*   * *is not legally binding except where specified (confidentiality clauses for example);* * *sets out longer term collaboration objectives based on synergies and complementarity;* * *is not for the transfer of funds;* * *is not linked to a specific project.*   ***A Project Partnership Agreement*** *(‘PPA’) is legally binding and will be needed to support any formal contractual collaboration and transfer of funds on a specific time-bound project. An MoU is not appropriate for these purposes.*  *Note: An organisation can simultaneously be a Collaborative Partner (with an MoU)* ***and*** *a Project Partner (with a PPA). It is also possible to be a Collaborative Partner (with an MoU) but not a Project Partner (with a PPA), or a Project Partner (with a PPA) but not a Collaborative Partner (with an MoU).*  *The MoU and PPAs involving the same Parties should be linked to each other and align the short- and long-term objectives of collaboration.*  ***How to use this document***  *Partnership MoUs should be developed through consultation with the partners and these guidelines and template can be used to facilitate this.*  *The specific wording and structure used in this template is not fixed and can be adjusted to suit the specific context of the partnership.* ***You will need to exercise judgement on the type of content that is suitable given the nature of the partner and the partnership and the activities you will be doing together. If you are in doubt, please contact XXXX***  *\*For longer term collaborations, where both parties will work closely together operationally, a full MoU is recommended. If engagement between the parties is expected to be more ad hoc and if the parties are expected to work less closely together, a lighter touch MoU* ***may*** *be sufficient. [Mandatory] sections are required for both full MoUs and light touch MoUs. For a light touch MoU it* ***may*** *be acceptable, depending on the focus and duration of the partnership and the type of partner, to remove the sections that are preceded by [Full MoU only].*  ***Important reminder***  Due diligence and ethical checks (including FinScan) should typically be carried out before a MoU is signed with a Collaborative Partner. ***You will need to exercise judgement on the type of checks that are required given the nature of the partner and the partnership and associated risks.******If you are in doubt, please contact XXXX.*** |

Section 1

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| ***1. [For light touch and full MoUs] Parties to the MoU [Mandatory]***  *A statement including the names and addresses of all the parties to the MoU (defined as the ‘Parties’) and the term of the agreement should be included in the MoU.*  *In addition, the name of the key representative(s) of the partnership from each Party should be set out.* |

**1. MEMORANDUM of UNDERSTANDING**

**BETWEEN**

**WATERAID [XX] {insert country} AND**

**[ABC ORGANISATION]**

This Memorandum of Understanding (the “MoU”), dated {insert date}, is between WaterAid {insert country}, a Country Programme Office of WaterAid, a registered charity in the United Kingdom, and having a Country Office at {insert address}, hereinafter referred to as “WA[X]” {insert initial of country}. For the purpose of this MoU WA[X] will be represented by {insert name of Country Director or principle staff member}.

And

[ABC Organisation], a legally registered [Non-Governmental Organisation] {or insert relevant organisation type}, and having its registered office located at {insert address}, and hereinafter referred to as “[ABC]”. For the purpose of this MoU, ABC will be represented by {insert principle staff member of ABC}.

(together the “Parties”)

The purpose of this MoU is to set out the commitments that WA[X] and [ABC] have made to working collaboratively.

[Full MoU only] WaterAid applies standards and policies in the following annexes to its work. We expect Parties to the MoU to be aware of these standards and policies and to apply standards of at least the same rigour The Annexes will become integral/binding if future Project Partnership Agreements are signed:

Annex A: Agreed Code of Conduct

Annex B: Safeguarding Partnership Code of Conduct

Annex C: Child Safeguarding Policy

Relevant WA[X] and [ABC] policies e.g. Water Quality, Quality Programme Standards, etc.

This MoU covers the period from the date of this MoU to [insert end date]. The MoU will be reviewed periodically and whenever there has been a major change in the context or the work or in either of the organisations concerned.

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| ***2. [For light touch and full MoUs] Statement of intent***  *WaterAid enters into a collaborative partnership as a means to achieving shared objectives. Collaborative partnerships MUST be compatible and conducive to delivering against strategic and operational objectives. Therefore, WaterAid and the Collaborative Partner need to identify their goals, approaches and values, and to establish that they share enough common ground for the collaborative relationship to be effective.*  *During the partnership development process a meeting or workshop should be organised between all Parties to ensure that: each Party’s organisational* ***vision*** *and* ***mission*** *is identified; the* ***purpose*** *of the partnership beyond individual projects is discussed and established; and* ***objectives*** *for the work they will do together are agreed. Objectives should align with the incentives and expectations of each organisation and use the comparative strengths that each brings to the collaboration.*  *Examples of* ***purposes*** *of partnership:*   * *To work collaboratively towards the achievement of agreed shared Objectives.* * *To develop programmes of work that combine the WASH expertise of WaterAid with the expertise (e.g. on health systems) of ABC partners in order to bring sustainable and systemic improvements to WASH services.* * *To jointly seek project funding for collaborative work.*   *Examples of* ***objectives*** *of partnership:*   * *Empowerment of communities through promotion of their rights with respect to access to WASH services.* * *Communities have improved access to water and sanitation services and hygiene promotion.* * *Sector policies and practices are improved based on lessons from project work in target area and research.* * *Improved management and increased effectiveness of programmes in target areas through capacity building of ABC partners and stakeholders.* * *Governments and decision-makers are allocating increased funding to the provision of WASH services.* |

**2. Statement of Intent**

**2.1. WaterAid’s mission**

WaterAid’s mission is to transform the lives of the poorest and most marginalised people by improving access to water, sanitation and hygiene. We work with partners and influence decision-makers to maximise our impact.

**2.2 [ABC]’s mission**

[ABC]’s mission is ….. {insert [ABC]’s mission here}

**2.3 Purpose of the partnership**

Based on the shared concerns of the Parties, the shared purpose of this partnership is:

{Insert the wider aims of the partnership (beyond individual projects}

Recognising that WA[X] and [ABC] (the “Parties”) have a shared concern to achieve this purpose, the Parties have entered into this MoU to work together towards the following objectives:

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| ***3. [For light touch and full MoUs] Contributions to and benefits of the partnership***  *Contributions to the partnership should consider both the immediate considerations and the broader inputs to the partnership. This helps to support mutual accountability and looks toward the value such partnerships would add to the WASH sector as a whole.*  *All Parties should identify and recognise each other’s contribution to the shared purpose and set out how each expects to benefit from the relationship. This supports greater ownership by all Parties.*  *Note that contributions and benefits from each Party will change over the life cycle of the partnership and therefore need to be periodically reviewed.*  *Examples of* ***partner’s contribution****:*   * *Skills, knowledge and experience in the areas of (for example) equality, inclusion, gender equality, human rights-based approaches, appropriate WASH technologies, sanitation approaches, entrepreneurial approaches and business development, health, education, budget tracking, sector monitoring.* * *Networks and contacts with other stakeholders in area of expertise.* * *Contextual understanding of power and relationships in government, communities, health sector.* * *Lessons learned from experience of working in [xxx] districts/countries/ contexts.* * *Research skills and access to academia.* * *Potential to mobilise funding for collaborative projects.*   *Examples of* ***benefits to partner***   * *Experience of integrating WASH consideration into their work.* * *Opportunity to scale up influence through WaterAid networks*   *Examples of* ***WA’s contribution****:*   * *Skills, knowledge and experience in the areas of (for example) inclusive and female friendly WASH, water security, hygiene behaviour change, urban WASH, rural sanitation, faecal sludge management, systems strengthening, WASH finance, WASH and health, WASH and education, human rights to water and sanitation, policy, advocacy.* * *Networks and contacts with other stakeholders in country, in other geographies where WaterAid works and at global level.* * *Contextual understanding of WASH policy and programmes.* * *Research and documentation capacity to use experience to influence others* * *Lessons learned from experience of working in [xxx] districts/ countries/contexts.* * *Potential to mobilise funding for collaborative projects.*   Examples of **benefits to WA**   * Experience of integrating area of concern/systems/institutions of partner into WASH. * Opportunity to scale up influence through partner networks. |

**3. Contributions to and benefits from the partnership**

Each Party will contribute to the partnership and respect each other and work collaboratively in ensuring the shared purpose of the partnership is reached.

**3.1 [ABC]’s contribution to the partnership**

[ABC]’s contributions to this partnership is planned to be: {Insert [ABC]’s contributions}

**3.2 WA[X]’s contribution to the partnership**

WA[X]’s contribution to this partnership is planned to be: {Insert WA[X]’s contributions}

**3.3 Benefit of the partnership for [ABC]**

In establishing this partnership, [ABC] seeks to realise the following benefits:

**3.4 Benefits of the partnership for WA[X]**

In establishing this partnership, WA[X] seeks to realise the following benefits:

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| ***4. [For full MoU only] Strengthening Capacity and Capability***  *WaterAid and the organisations we partner with can learn from each other. The purpose of this section is to draw out the main focus of activities for strengthening capacity and capability.*  *Capacity strengthening activities should be based on a strategic view of how both organisations wish to develop and recognise each party’s contributions. Developing capacity building plans should be a joint exercise between WA[X] and the partner, based on a joint needs assessment. It should help the partner to achieve its own objectives as well as WaterAid’s and contribute to long-term strengthening of capacity needed to ensure sustainable and equitable WASH.*  *Example of capacity strengthening activities needed for* ***WA[X]***   * *Knowledge sharing from the partner to help WA[X] to understand the most effective way to engage with local communities.*   *Example of capacity strengthening activities for* ***[ABC]***   * *Training session to build financial capacity of staff and train them on budget development and monitoring.* * *Safeguarding training session to raise awareness of responsibilities, reporting mechanisms, and expected standards of conduct.*   *Note that these are likely to change as the partnership and related activities develop and may be revised under the Partnership Agreement.* |

**4. Strengthening Capacity and Capability**

WaterAid and partners can learn from each other. WA[X] and [ABC] have identified the following priorities for capacity development to enable the Parties to meet the commitments identified in this MoU.

**4.1 [ABC]’s capacity strengthening needs**

{Insert capacity strengthening needs identified related to this particular partnership}

**4.2 WA[X]’s capacity strengthening needs**

{Insert capacity strengthening needs identified related to this particular partnership}

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| ***5. [For full MoU only] WaterAid and Partner’s Policies***  *WaterAid applies and adheres to high standards and policies within its work to ensure we behave ethically and hold ourselves accountable to the people, communities and organisations with whom we work.* ***You will need to exercise judgement around the contents of this section, depending on e.g. the type of partner, nature, duration and depth of partnership, nature of activities.*** *However:*  ***Minimum requirement for light touch MoU***   * *Partner should be made aware of WaterAid’s mandatory and relevant standards and policies.*   ***Recommendation for full MoU***   * *Partner should be made aware of WaterAid’s mandatory and relevant standards and policies,* * *Mandatory and relevant policies should be referenced in the MoU.* * *Partner should ensure that standards of at least the same rigour are applied in all collaborative activities* * *Flag to WaterAid’s Global Safeguarding Manager if the above isn’t possible for the Code of Conduct, Safeguarding Code of Conduct and Child Safeguarding Policy* * *Where possible, WaterAid should provide orientation to the Partner around these standards and policies*   *We recommend that all policies relevant to future PPAs should be listed in this section of the MoU; including global and country-specific policies.*  *Collaborative Partners may have relevant policies/standards that they expect WaterAid to be aware of and to uphold. These should be discussed during the partnership development process and subsequently referenced in the MoU and included in any PPAs as agreed.*  ***Global Code of Conduct (or partner equivalent) [mandatory to reference]***  *WaterAid’s Code of Conduct defines mandatory professional behaviours expected of anyone working for WaterAid or through a formal partnership or contract with WaterAid. Within a MoU, Collaborative Partners must be made aware of the Code of Conduct and must apply standards of at least the same rigour in collaborative activities covered by the MoU. The Code of Conduct must be cascaded to all partners and their staff and will be annexed to all PPAs. Depending on the size and capacity of the organisation, at the formal PPA stage WaterAid’s partners should be prepared to either:*   * *Adopt the WaterAid Global Code of Conduct and its subsidiary policies standards and reporting mechanisms; or* * *Provide evidence to be attached of a standard that adequately matches WaterAid’s. (WaterAid will need to satisfy itself that this is being adhered to or alternatively provide the necessary supplementary training as a reinforcing measure); or* * *Develop their own standard with WaterAid’s support.*   *Such standards should at least include:*   * *Core principles and commitments on ethical behaviours; steps to ensure staff adhere to the standards; procedures to follow if they learn of any staff acting in breach of the standards; and reporting.*     *For all work funded by WaterAid, all relevant partner staff and communities should be made aware of a separate communication channel to WaterAid for general enquiries or reporting concerns or complaints.*  ***Safeguarding Partnership Code of Conduct (mandatory to reference and attach)***  *WaterAid’s Partner Safeguarding Code of Conduct defines mandatory expected professional behaviours by anyone working for WaterAid or through a formal partnership or contract with WaterAid. The requirement by WaterAid is that the Safeguarding Partnership Code of conduct must be cascaded to all partners and their staff and annexed to all PPAs.*  *If a Collaborative Partner with a MoU but no PPA cannot commit to operate to standards of at least the same rigour as set out in our Safeguarding Partnership Code of Conduct, this should be escalated to WaterAid’s Global Safeguarding Team so that measures can be put in place to ensure that WaterAid’s Safeguarding expectations are met within the duration of the MoU.*  ***Child Safeguarding Policy (or partner equivalent – mandatory to reference)***  *WaterAid’s Child Safeguarding Standard and Procedures (rolled out 2018) provide guidance and direction to Country Programmes on the responsibility that WaterAid has to the children with whom its staff, volunteers, consultants, partners and supporters come into contact.*  *Depending on the size and capacity of the organisation, at the formal PPA stage WaterAid’s partners should either:*   * *Adopt the WaterAid Child Safeguarding Standards and reporting procedures;* * *Provide evidence to be attached of a standard that adequately matches WaterAid’s. (WaterAid will need to satisfy itself that this is being adhered within the partnering department or alternatively provide the necessary supplementary training as a reinforcing measure);* * *Develop their own standard with WaterAid’s support.*   *If a Collaborative Partner with a MoU but no PPA cannot commit to operate to standards of at least the same rigour as set out in our Child Safeguarding Policy, this should be escalated to WaterAid’s Global Safeguarding Team so that measures can be put in place to ensure that WaterAid’s Safeguarding expectations are met within the duration of the MoU.*  ***Water Quality Policy***  *If the partnership includes a water service delivery component then this MUST be included at the PPA stage. It is strongly recommended within a MoU.*  ***Health, Safety & Security***  *Health, Safety & Security will be agreed within PPAs.*  ***Quality Programme Standards***  *WA[X] should make sure partners are aware of the Quality Programme Standards and discuss how these can be applied to the partnership.*  ***Other Policies and Key Documents***  *It is recommended that WA[X] consider whether or not the following policies are relevant at the MoU level, within the partnership. They will be relevant within any PPA.*   * *Health and Safety in the Office* * *Health and Safety in Construction* * *Country Programme WASH Access protocol for measuring our contribution to WASH access – but primarily linked to the agreed results framework that form a part of current Project Partnerships agreements* * *WaterAid frameworks and guidelines (that support the quality programme standards)* * *Financial and Accounting Manual* * *Procurement Policy* |

**5. WaterAid and [ABC’s] Policies**

WaterAid has the following policies which it must apply in all its activities. WaterAid will provide orientation and familiarisation with these policies. All Parties should ensure they are upholding standards of at least the same rigour as set out within these policies in all collaborative activities. **[delete or add policies as necessary].**

* Code of Conduct
* Safeguarding Partnership Code of Conduct
* Child Safeguarding Policy
* WA[X] Water Quality Policy
* Health and Safety within construction projects funded by WaterAid
* Programme Quality Standards
* Other WA[X] policies and key documents as agreed (give details)
* Relevant [ABC] policies as agreed (give details)

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| **6. [For light touch and full MoUs] Safeguarding [Mandatory]**  Safeguarding is a priority for WaterAid. It is important that our partners understand that WaterAid is obliged to immediately report any incidents, allegations or suspicions relating to safeguarding and we request and encourage all collaborators to do the same when working in partnership with WaterAid. A Safeguarding incident may be a reason to terminate a MoU. |

**6. Safeguarding**

6.1 [ABC] is required to report all incidents, suspicions or allegations of incidents relating to Safeguarding to WaterAid immediately (no later than 24 hours).

6.2 [ABC] understands that mismanagement of a safeguarding incident may be cause for WA[X] to terminate this MoU.

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| **7. [Full MoU only] Exit strategy and sustainability plan**  The development of an exit or transition strategy and sustainability plan is particularly relevant for long-term partnerships. However, in all partnerships consideration should be made to how the partnership will end or transition at the end of the MoU period. This would include:   * Phase out from partnership   Exit strategies should cater for both planned and unplanned exits.  The aim of the **partnership exit strategy** is to ensure a smooth transition and limit any negative impact on the organisation and its staff due to the end of the partnership. It should also consider how to sustain the capacity built through the partnership that is contributing to the WASH sector. Key elements may include, sourcing funding, organisational development, exploring non-funded partnership opportunities for future collaboration between the partners (e.g. advocacy, networks).  The exit strategy may involve extending the MoU to implement the phase out plans. |

**7. Phasing-out and sustainability plan for the partnership**

7.1 The Parties agree to develop an exit or transition strategy for the partnership to ensure a smooth exit or transition from the partnership and to limit any negative impact on either WA[X] or [ABC], on the relationship between them or on the people and communities that WA[X] and [ABC] works with.

{Insert the specific content and focus of any phase-out strategy or sustainability plan}

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| ***8. [For light touch and full MoUs] Use of Information (mandatory)***   * *A clause on the treatment of confidential and personal data MUST be included. This should include the requirement to allow WaterAid to use personal data for legal and regulatory purposes where necessary (such as anti-terrorism and anti-money laundering laws and regulations) and donor compliance.* * *A clause on the use of copyrighted materials and trademarks (including logos) should be included.* * *A clause on the ownership and use of intellectual property (e.g. stories, case studies, joint research, publications, data, technologies) resulting from the collaboration should be included. The Parties should also agree whether any products (e.g. a new technology) should be released to the public domain for use by all.*   *Consider if it is appropriate to sign a separate Non-Disclosure Agreement alongside the MoU.* |

**8. Use of information**

8.1 Any confidential information or data that is shared by other Parties MUST be treated in confidence and may not be passed to any third party without written permission. This clause will be treated as legally binding and shall survive termination of the MoU. The Parties acknowledge that WA[X] may need to use personal data (e.g. relating to [ABC]’s directors and staff) for the purposes of any legal and regulatory and donor compliance; such as terrorism and money laundering laws and regulations. If such a need arises, WA[X] will discuss and agree with [ABC] the legitimate use of personal data for such purposes.

8.2 This MoU does not permit the use of any copyrighted or trademarked materials without the appropriate permissions, including for the avoidance of doubt, either Party’s name, trademarks or logos without the prior written permission of the other Party.

8.3 Intellectual property (e.g. stories, case studies, joint research, publications, data, technologies) resulting from the collaboration will be owned by the Party generating such intellectual property, or jointly owned where appropriate and as agreed between the Parties. The Parties acknowledge and agree that the intention is that each Party may use each other’s intellectual property that is directly attributable to the collaboration, with prior written permission and acknowledgement.

8.4 Neither Party shall use the name of the other in any advertising, promotional, sales literature, or fundraising documents without prior written consent from the other Party.

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| ***9. [For light touch and full MoUs] Statutory and Legal requirements (mandatory)***  *Parties are obliged to abide by all applicable laws under this MoU.* |

**9. Statutory and Legal requirements**

9.1. To the fullest extent permissible in law, neither Party shall be liable to the other for any injuries, deaths, losses or damages caused as a result of its activities unless and to the extent caused by gross negligence or wilful misconduct.

9.2 The Parties agree to abide by local and national laws. In particular the Parties shall comply with all applicable laws, regulations and codes of conduct having the force of law in connection with this MoU, {insert detail of any relevant local or international laws – e.g. Data Protection legislation, compliance with legal and reporting requirements of government}.

9.3 Notices: Any formal notice or other communication (including, but not limited to, any report, receipt or notice) that is required to be given under the terms of this MoU shall be in writing and shall be sent by [secure email with delivery receipt or recorded delivery] to the other Party at the addresses set out below (as may be amended from time to time):

In the case of WA[X]: Contact name [ ], [office address] [email].

In the case of [ABC]: Contact name [ ], [office address] [email].

9.4 This MoU shall be subject to the laws of [England] and to the exclusive jurisdiction of the courts of [England and Wales].

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| ***10. [For light touch and full MoUs] Signatories (mandatory)***  *The MoU MUST be signed off by the key representative for each organisation in advance of any joint work starting.* |

**10 Signatories**

The undersigned duly authorized representatives of WA[X] and [ABC] have fully agreed to abide by the arrangements made and conditions set out in this MoU **[and if applicable its annexes].** Executed copies of the signature pages of this MoU exchanged between the Parties, by facsimile or transmitted electronically in either Tagged Image Format Files (TIFF) or Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights either may have to object to such treatment.

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| WaterAid [XX] | | [ABC] | |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

1. For non-USAID partnerships. [↑](#footnote-ref-2)