**Annexes to the Project Partnership Agreement**

The Partnership Agreement should clearly state that the attachments to the agreement form part of the Partnership Agreement.

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## Annex A: Donor terms and conditions applicable to partner

This Annex supplements section 6 of the Partnership Agreement. It should outline all donor terms and conditions applicable to the Project Partner within the Project, including where appropriate WaterAid's contract with the donor, as well as any standard donor conditions and/or guidelines referenced in the donor contract.

Please note that if the project is funded by USAID, the USAID-specific Partnership Agreement template must be used instead of this non-USAID Partnership Agreement template.

Please contact the Donor Relationship Lead or IFPenquiries@wateraid.org if you have any questions or would like any support.

## Annex B: Project plan and deliverables

**The project plan and detailed list/table of deliverables as referred to in the agreement MUST be attached to ensure all Parties are referring to the same version and document.**

[Project Implementation Plan Template](https://wateraid.sharepoint.com/%3Ax%3A/r/PSU/pmerproject/_layouts/15/Doc.aspx?sourcedoc=%7B0B54781D-D879-489B-997A-7DD589AF58FB%7D&file=Implementation%20Plan.xlsx&action=default&mobileredirect=true&web=1&cid=09d9801c-e440-461e-b738-5272dba7be06)

This Annex should include attachments setting out the overarching Project Proposal and Results Framework.

These should align with the Proposal and Results Framework that have been contractually agreed between WaterAid and the Donor, and annexed to the contract between WaterAid and the Donor.

This Annex to the partnership agreement should include details of the specific activities and results that the Project Partner will be responsible for within the Project, if these are not covered in detail within the overarching Project documentation. These may be covered in additional proposals and Terms of Reference.

## Annex C: Project budget and payment schedule

**The budget and payment schedule as referred to in the agreement MUST be attached to ensure all Parties are referring to the same version and document.**

This Annex should include a detailed Project Budget covering the activities of the Project Partner within the Project and a payment schedule setting out when, how and how much funding should be requested by the Project Partner and dispersed by WaterAid.

These will either reflect what has been agreed between WaterAid and the donor or give more detail within the parameters of what has been agreed between WaterAid and the donor.

## Annex D: Code of Conduct

This should either be WaterAid’s Global Code of Conduct or an equivalent and approved alternative.

The WaterAid Global Code of Conduct can be downloaded from the WaterAid website at this link: <https://www.wateraid.org/uk/publications/global-code-of-conduct-english-web-version-dec-2019-pdf>

## Annex E: Safeguarding code of conduct for Partners

**All partners must sign the Partner Safeguarding Code of Conduct and ensure it is upheld at all times.**

**For further details of WaterAid’s commitments on safeguarding see:** [**https://www.wateraid.org/uk/safeguarding-at-wateraid**](https://www.wateraid.org/uk/safeguarding-at-wateraid)

WaterAid Safeguarding Partnership Code of Conduct

WaterAid acknowledges and accepts that wherever we work in the world, there is an unequal power distribution. This in turn creates the opportunity for exploitation of abuse. WaterAid operates a zero-tolerance approach towards inaction for any kind of abuse. Therefore, it is fundamental that our partners share in our commitment to ensure that, wherever, and with whomever we work, there is no tolerance for exploitation or abuse of any kind.

**We expect all our partners to work and ensure the following:**

* There is no tolerance for abuse or exploitation of any kind towards any individual including children (under 18 years old).
* There are effective safeguarding policies and procedures in place to protect all individuals, in particular vulnerable groups such as children.
* Work and pay conditions adhere to local country employment and labour laws.
* Not to use child labour.
* Not to discriminate on the basis of race, religion, ethnicity, disability or gender.
* Workers are treated humanely with no harsh punishment tolerated.
* Workers have a safe and hygienic working environment

**WaterAid may take steps to terminate partnerships with any organisation found to:**

* have insufficient safeguarding policies and procedures in place, if there is no willingness to work with WaterAid to develop and/or strengthen these within a reasonable timeframe as per a safeguarding action plan;
* have failed to report or investigate any allegations of abuse or exploitation;
* have been found to have treated individuals inhumanely in breach of their human rights;
* have been involved in any form of prostitution or production of pornography.

We assume that by signing this code, our partners agree to adhere to the conditions of the code and will reasonably enforce the same with their subcontractors. In the event of a breach of this code by either the partner or subcontractor, WaterAid must be notified in writing within 1 working day and be kept up to date as to the actions taken to resolve the incident. WaterAid expects that all allegations of abuse and exploitation are appropriately investigated. If a partner or subcontractor is unable to uphold this code at any point, WaterAid must be notified immediately.

I/we the undersigned agree to adhere to WaterAid’s’ Safeguarding Partner Code of Conduct:

**Organisation:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature (dated):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Name and role:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Annex F: WaterAid’s (or agreed) Finance and Legal guidelines

**The purpose of the Finance and Legal guidelines is to show what documented financial and legal procedures are required to adequately safeguard WaterAid’s funds and assets. Where the partner’s existing procedures are not appropriate and sufficient then WaterAid will support the partner in putting in place appropriate financial systems and processes.**

The following principles and applications are minimum requirement for management of financial resources given to a partner.

 **1 Principles**

 Whilst working in partnership it is important that **{PARTNER NAME}** has sufficient and appropriate controls in place to safeguard funds and ensure all funds are used for the intended purposes and in compliance with contractual requirements.

 The following minimum principles should be applied:

* The partner organisation should have adequate accounting processes and procedures in place to ensure that funds received can be accurately accounted for.
* A minimum capability for financial management is required to enable control and reporting. If this is not met, WaterAid will support partners to build this capacity.
* Only costs that were agreed and approved in the Project Partnership Agreement (PPA) and budget, and that the donor deems eligible (in the case of restricted grants), will be classified as eligible costs.
* All transactions must be substantiated by original supporting documents, which should be accurate, authentic, verifiable and without erasures or amendments.
* All partner and/or community financial contributions must be duly accounted and reported on a project by project basis. Where funded by restricted donors, ensure transactions are attributed to specific donor contracts.

**2 Application and guidelines**

2.1 Period of eligibility

 The agreement, once signed by all parties, must specify the effective start and end date. Any cost incurred outside this period will require prior discussion and approval.

2.2 Funding

* Total agreed budget is the total amount of funds to implement the work.
* Ensure funding commitments agreed before the commencement of the project partnership is included in the total budget.
* Any unplanned activities not approved by the budget holder will be deemed ineligible costs.
* All invoices (payments, claims, liabilities and other accounts, documents and communications of whatever nature arising under or relating to the agreement) should be denominated in local currency unless otherwise specifically agreed in writing by the parties.
* The partner budget and expenditure must be in local currencies.

2.3 Partner funds transfers

* WaterAid does not require partners to open a separate bank account unless it is explicitly stated in the donor contract or is a requirement of country law. However, if the partner wishes to open a separate account to ease their operation, they can do so.
* Funds will only be transferred to a bank account in the partner organisation’s name and in local currency.
* Partners must ensure there is a clear audit trail of funds provided by WaterAid, and that this income and expenditure is coded to the specific project in question.
* The frequency of funds being transferred to partners will be dependent on the risk assessment, financial systems and controls in the partner organisation, the complexity of any donor contractual requirements and reporting, and the size of the project budget (e.g. this may be monthly or quarterly).
* Agree and indicate the frequency of the financial reporting in the PPA.

 2.4 Request for transfers

* WaterAid will make the payment based on; justification of the previous amount advanced through financial reporting and verifiable documentation and satisfactory achievement of agreed outputs, as set out in the project plan, budget and payment schedule.

2.5 Authorising transfers

* Authorisation of partner transfer requests will include a review by both the budget holder and the project partnership manager (if these are different people) to ensure achievement of agreed activities, performance and budgets.
* Funds requested by the partner would be to cover expenditure forecast for the next reporting period.
* Authorised programme staff would approve the transfer through agreed documentation (refer to Finance Minimum Standard Working with Partners in the Guidelines on Finance Partnership accessible here: <https://washmatters.wateraid.org/publications/guidelines-on-finance-partnerships>). Finance’s role is to process and release the funds.

2.6 Partner return

* Partners are required to report on the use of funds provided by WaterAid on an agreed basis, as set out in the PPA.
* WaterAid will provide a standard financial reporting template for partners to use, especially for donor funded projects. The reporting template provided will support monitoring and reporting against agreed project budget
* The Country Programme (CP) will determine the frequency of partner reporting on a risk basis.
* This will be determined from the risk assessment done during the partner selection process, previous reviews, monitoring and outcome of any capacity building initiatives.
* All partner financial reports would be reviewed and approved by the budget holder or the responsible staff in the Programme department with support from the finance team.
* WaterAid will provide appropriate feedback to partners on financial report submitted. Any disallowed costs will be communicated to the partner and an amended report submitted.

2.7 Partner bank and cash management

* Partners should have adequate processes and systems in place to manage their bank and cash balances.
* Partners are allowed to use interest income as they deem fit, unless the donor contract stipulates otherwise, or the interest income is material, in which case it must be reported to WaterAid.

2.8 Partner balance

* Partner balances will be reconciled at least every quarter to ensure that the balance on partner reports reconciles with the balance in WaterAid records.
* All unused funds at the end of the financial year will be treated as advance payment if the CP has an ongoing agreement with the partner. Unused funds, as well as the unallowable costs after audit, must be returned to WaterAid if the partnership agreement is coming to an end or in line with an agreed exit strategy.

2.9 Documentation and supporting documents

* All partner organisations registered as a legal entity should, at all times during the partnership agreement period, maintain a financial management system that complies with generally acceptable accounting principles (GAAP), ensure audit compliance and keep all records as required by local laws, WaterAid and the relevant donor contractual requirements.
* Partners that are not registered should have at least minimum accounting processes and procedures in place.
* A risk-based review of supporting documents and financial transactions will be done during monitoring.
* Financial transactions without adequate supporting documentation should be reported and discussed with the partner and CP management team.
* Where the financial transactions cannot be justified with appropriate documentation or evidence, one of the following actions could be taken by the CP management:
	+ Disallowing the transaction and asking the partner for a refund if grant has been given in advance.
	+ Deducting the transaction amount from future grant requests, if the relationship is ongoing.
	+ Where the possibility of reimbursement is not possible, because the partnership has come to an end, the Partner will be required to refund WaterAid.

## Annex G: WaterAid’s financial and programme reporting formats and Project Management Tools

The reporting format agreed with the partner should be attached to form part of the Partnership Agreement.

WaterAid and the partner should agree in advance the reporting format (it does not have to be a WaterAid template). The frequency and level of detail can be decided on a case by case basis depending on the requirements of the Project and the risk profile of the partner.

It may also be necessary to insert a clause stating that the reporting format is subject to change, as templates may be changed and improved over time. WaterAid should be transparent about why the information is required and what it is used for.

## Annex H: Partnership principles

**WaterAid and partners should commit to abiding by the following partnership principles as part of shared responsibilities agreed under section 3 of the partnership agreement.**

1. **Complementarity or synergy** in working towards a shared vision: recognising the contribution and added value each partner brings.
	* Ensure common understanding of shared vision.
	* Establish how skills, expertise and contacts of each organisation will contribute to each other.
	* Respect the value of non-tangible contributions as much as financial contributions.
2. **Mutual respect and support:** recognising that each partner has the right to determine its own organisational direction and priorities.
* Each organisation to understand strategic aims and priorities of the other.
* Agree roles and responsibilities for each organisation in joint activities that align with their organisational aims and priorities.
* Funding organisation to provide sufficient support and capacity development to fulfil agreed roles and responsibilities where needed.
1. **Accountability:** being answerable to each other as partners, and to wider stakeholders including communities, governments and donors.
	* Ensure adequate time is provided to fully discuss objectives of joint work together and the roles and expectations of each organisation.
	* Ensure regular (at least annual) “health check” meetings to assess how well the partnership is functioning and address issues.
	* Agree and follow clear process to raise and address any complaints from any party.
	* Establish joint process to receive and respond to feedback from communities.
	* Ensure safeguarding procedures are followed.
2. **Equity:** ensuring decision-making processes are as fair as possible, within the reality that unequal power relations exist, and striving to increase less powerful partners’ capacities to engage.
	* Ensure everyone has access to information required to make decisions in a timely manner.
	* Establish communication channels that are accessible and appropriate for both parties.
	* Translate key documents and have interpreters at meetings where language barriers are a problem.
	* Arrange meetings at times and locations that are convenient for all parties.
	* Support partners to attend if they don’t have resources to cover costs.

## Annex I: Policies checklist

**This checklist is to be completed by the partner to confirm receipt of the necessary policies that must be complied with as part of the Agreement.**

All policies relevant to the PPA should be listed in this section; including global and country-specific policies that are required by WaterAid or by donors where these are stricter or mandatory.

The organisations WaterAid partners with may also have relevant policies that they wish or require WaterAid to comply with. These should be discussed during the Project development process and added to the list below as agreed.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name of Policy** | **accessible** | **Mandatory/as agreed**  | **Shared****Yes/no** |
| Global Code of Conduct (or partner equivalent) | <https://www.wateraid.org/uk/publications/global-code-of-conduct-english-web-version-dec-2019-pdf> | Mandatory |  |
| Safeguarding Partnership Code of Conduct | Annex E | Mandatory |  |
| Global Standard: Safeguarding | <https://www.wateraid.org/uk/publications/global-standard-on-safeguarding> | Mandatory |  |
| Global Standard: Child Safeguarding  | <https://www.wateraid.org/uk/publications/web-version-global-standardchild-safeguarding> | Mandatory |  |
| Water Quality Policy | WaterAid has country-specific water quality policies that must be applied. These are based on a [Global Water Quality Policy](https://wateraid.sharepoint.com/%3Ab%3A/r/sites/bfgx258y/Documents/WaterAid%20UK%20Water%20Quality%20Policy.pdf?csf=1&web=1&e=Ibe1yM): | Mandatory where applicable |  |
| Global Standard: Health, Safety & Security | [Global standard Health Safety and Security](https://wateraid.sharepoint.com/sites/the-spring-governance/Shared%20Documents/Global%20Standard%20Health%20Safety%20%26%20Security.pdf) | Mandatory |  |
| WaterAid’s policy on Health and Safety within WaterAid funded construction projects | [Health and safety in WaterAid funded construction projects](https://wateraid.sharepoint.com/sites/bfgx258y/Documents/Forms/All%20documents.aspx?id=%2Fsites%2Fbfgx258y%2FDocuments%2FHealth%20and%20Safety%20Policy%2Epdf&parent=%2Fsites%2Fbfgx258y%2FDocuments&p=true&originalPath=aHR0cHM6Ly93YXRlcmFpZC5zaGFyZXBvaW50LmNvbS86Yjovcy9iZmd4MjU4eS9FVzBvVUdCZUt2Wk11MzM5YWF3NUJFZ0IxNEdtVzFOQTEzRzhsb3VoVUM2VUtRP3J0aW1lPWo0ZDUyYXQ1MkVn) | Mandatory where applicable |  |
| Quality Programme Standards | <https://washmatters.wateraid.org/publications/quality-programme-standards> | Risk critical standards Mandatory |  |
| Health and safety in country programme offices | [Health and safety in country programme offices](https://wateraid.sharepoint.com/sites/the-spring-facilities/Shared%20Documents/?id=/sites/the-spring-facilities/Shared%20Documents/GLO-Health_and_safety_in_country_programme_offices_policy-Eng.pdf&parent=/sites/the-spring-facilities/Shared%20Documents) | Mandatory where applicable |  |
| Country Programme WASH Access protocol | Based on policy [in the PMER hub](https://wateraid.sharepoint.com/PSU/pmerproject/Shared%20Documents/Global%20WASH%20user%20%26%20reach%20protocol%202018%20FINAL.pdf?web=1)  | Ensure partner is able to supply data as part of reporting requirements |  |
| WaterAid frameworks and guidelines relevant to specific work | [water security](https://washmatters.wateraid.org/water-security)[sanitation](https://washmatters.wateraid.org/publications/sanitation-framework)[hygiene](https://washmatters.wateraid.org/publications/hygiene-framework)[equity and inclusion](https://washmatters.wateraid.org/publications/equity-and-inclusion-framework-a-rights-based-approach-2010)[Sustainability](https://washmatters.wateraid.org/publications/sustainability-framework)[urban](https://washmatters.wateraid.org/publications/urban-framework) | For guidance  |  |
| WA Fraud and Anti-Money Laundering Policy and standards | Covered in the [Global Code of Conduct](https://wateraid.sharepoint.com/sites/the-spring-people/SitePages/Code-of-conduct.aspx) and the [Global procedure for reporting malpractice and breaches to the Global Code of Conduct (English)](https://wateraid.sharepoint.com/%3Aw%3A/r/sites/the-spring-people/Shared%20Documents/GLO-Procedure_for_reporting_malpractice_and_breaches_to_the_Global_Code_of_Conduct-Eng.docx?d=w278b6227be35417d8bb0b1e4bdfec329&csf=1&e=iAUaxx) | As agreed with partner - mandatory |  |
| WA[X] Financial and Accounting Manual | Country specific policy based on the Global guideline: <https://washmatters.wateraid.org/publications/guidelines-on-finance-partnerships> | As agreed with partner - mandatory |  |
| WA[X] Procurement Policy  | Latest version of the [Procurement Guidelines for CPs](https://wateraid.sharepoint.com/%3Aw%3A/r/sites/tbwnwf8v/_layouts/15/Doc.aspx?sourcedoc=%7B25E9D0A3-840E-40E7-8A53-FC88AD95BBEF%7D&file=WaterAidUK%20CP%20Procurement%20Guidelines%20version%20July%202020.docx&action=default&mobileredirect=true&cid=7d30c06f-e10f-4774-85cd-25f2da343e97) sits in the Finance SharePoint folder (in International Finance) in Business Processes – 2020. | As agreed with partner - mandatory |  |
| Data Protection Policy/Agreement |

|  |
| --- |
| * [Data processing addendum agreement](https://wateraid.sharepoint.com/%3Aw%3A/r/sites/the-spring-legal-and-compliance/Shared%20Documents/UK-WA_Data_Processor_Addendum_Agreement-Eng.DOCX?d=we32bca4edeaf40f5b2b9744d09a830f4&csf=1&e=6qKUCT)
* [Data sharing addendum agreement (Controller to Controller)](https://wateraid.sharepoint.com/%3Aw%3A/r/sites/the-spring-legal-and-compliance/Shared%20Documents/UK-WA_Data_Sharing_Addendum_Agreement_%28Joint_Controller%29-Eng.DOCX?d=wcac6e233f0704a67aed6e48c07e98894&csf=1&e=BHoI8E)
 |

 |  |  |
| *Add other country or global policies that may be relevant in the lines below* |  |  |  |
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## Annex J,K.....: Additional policies or templates

Add annexes for additional policies and templates as required.