**Project Partnership Agreement Guidelines and Template for Non-USAID funded projects**

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| ***Guidelines to Project Partnership Agreements (in italics – these sections in boxes are guidance and should be deleted when drafting Agreements)******Introduction*** ***Purpose and when to use this document****WaterAid’s mission is to transform the lives of the poorest and most marginalised people by improving access to safe water, sanitation and hygiene (WASH). We work with partners and influence decision-makers to maximise our impact.* *Working in partnership with a wide range of organisations is central to WaterAid’s approach. The purpose of this document is to provide guidance for developing a specific type of partnership agreement – a Project Partnership Agreement - that is fit for purpose, supports mutual accountability and can be understood by all concerned.* *A Project Partnership Agreement must be in place when WaterAid is working together with a Project Partner to deliver a specific, time-bound Project. A Project Partner:* * *Is a partner with whom we will deliver a specific, time-bound project, funded by a restricted grant, contract or other restricted or unrestricted funding modality.*
* *Usually receives funds from WaterAid for the purposes of delivering the project, in line with their roles and responsibilities within the project.*
* *Typically operates downstream of WaterAid, or as a Sub when WaterAid is a Prime.*
* *Is typically (though not always) named in a restricted funding proposal to a donor.*
* *Is typically involved for the duration of the project as opposed to a Service Provider who is involved for a short period to deliver time-bound deliverables (e.g. construction of a hand-washing block).*
* *Would not normally be a Service Provider within the same project.*
* *Can also be, but does not need to be, committed to a long-term strategic partnership MoU with WaterAid.*

***How to use this document*** *Project Partnership Agreements should be developed through consultation and negotiation with partners to ensure everyone is clear about expectations, roles and responsibilities. These guidelines and template can be used to facilitate this.* *One Partnership Agreement should be drafted between WaterAid and each Project Partner (i.e. the Partnership Agreement should not relate to several Project Partners).**Except where mandatory (see section below), WaterAid strongly recommends the clauses in this template are followed, although they can be adjusted to suit the specificities of the partnership in question.* *Where a donor funding agreement requires certain clauses to be agreed by all partners (flow-down clauses) these* ***must*** *be included in the partnership agreement. For projects funded by USAID, the separate USAID-specific partner agreement template must be used.* ***Important reminder****WaterAid [X] must not sign a Project Partnership Agreement until the donor contract has been signed, and without first conducting due diligence and ethical checks, (including checks on the organisation’s approach to equity and inclusion and a FinScan check), a risk-assessment, and an organisational capacity assessment which includes an assessment of their capacity in relation to safeguarding.* ***Mandatory sections*** *Mandatory sections have been highlighted in the guidelines as '****(mandatory)****'. These areas MUST be included in the Project Partnership Agreement. The detail in some of these mandatory sections may be adjusted as applicable to the specific agreement. For example, the Agreement MUST include a statement that non-compliance with clauses in the Agreement may result in termination of the Agreement in line with Section 17 of this Agreement. It is also mandatory to include a section on compliance with WaterAid’s Water Quality policy if the project includes the construction of water points; however, this policy may not be relevant to an advocacy project.* ***Funding sections****Funding sections have been highlighted in the guidance as “****(funding)****”. These areas MUST be included in the Project Partnership Agreement where the Project Partner is being provided with funding to deliver specific, time-bound elements of a project. Typically, a Project Partnership Agreement will involve the transfer of funds from WaterAid to a Project Partner and therefore most Project Partnership Agreements will need to include these sections.*  |

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| ***1. Parties to the agreement (mandatory)*** *A statement including the organisational name and legal address of all the parties to the agreement (defined as the “Parties”) and the term of the agreement should be included in the Partnership Agreement.* *In addition, the name of the key representative(s) for the Project from each Party should be set out.* |

**1. PROJECT PARTNERSHIP AGREEMENT**

**BETWEEN**

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

**[ABC ORGANISATION]**

This Project Partnership Agreement (the “Agreement”), 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 Agreement 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 Agreement ABC will be represented by {insert principle staff member of ABC}.

(together the “Parties”)

The purpose of this Agreement is to ensure that WA[X] and [ABC] have discussed, agreed and documented their responsibilities and commitments relating to [*Insert name of Project and Donor reference if applicable*]

This Agreement consists of this document and the following Annexes that form integral parts of it:

Annex A: Donor terms and conditions or specific donor contract

Annex B: Project plan and deliverables

Annex C: Project budget and payment schedule

Annex D: Code of Conduct

Annex E: Safeguarding Partnership Code of Conduct

Annex F: WA[X]’s Agreed financial and legal guidelines

Annex G: Financial and programme reporting formats and schedules

Annex H: Partnership Principles

Annex I: Policies checklist

Annex J, K…Relevant WA[X] and [ABC] policies e.g. Water Quality

This Agreement covers the period from [Insert start date] to {insert end date}, unless terminated earlier or amended in line this Agreement.

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| ***2. Statement of intent*** *Please refer to the Memorandum of Understanding for the shared long-term intentions of the partnership between* ***[WA X]*** *and* ***[ABC]****.**The intent of this Project Partnership Agreement is to agree roles and responsibilities and expectations for working together on* ***[Project X]*** *as set out in the agreed Project plan.* |

 **2. Statement of Intent**

{Insert/refer to the wider aims of the partnership (beyond individual projects) referring to the MoU dated X if applicable}

**2.1 Purpose of this Agreement**

Based on the shared concerns of the Parties, the purpose of this Agreement is to set out the arrangements by which [inset Project name and reference] will be delivered, in line with the agreed Project plan and Budget *{Funding only}* (Annex B and C respectively):

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| ***3. Roles and responsibilities*** *Roles and responsibilities in delivering the Project should be clearly defined. Responsibilities that are mandatory where WaterAid is transferring funds to the partner are highlighted [i.e. ‘funding’]. This section should also include any Project Governance arrangements.* *Examples of* ***partner’s roles and responsibilities****:* * *To implement Project activities in accordance with this Agreement, including all Annexes.*
* *To alert WaterAid immediately in writing of anything that is likely to delay or impede implementation of the Project, or is likely to cause reputational harm to WaterAid, the Partner, the Project or others.*
* *To alert WaterAid in writing of any change to the Partner’s legal, financial, technical, organisational or ownership situation and of any change in its name, address or legal representative.*
* *To submit information and reports to WaterAid in line with the reporting schedule and format (Annex G).*
* *If requested, to submit in a timely manner to WaterAid all information and documentation required for audits and evaluations.*
* *To participate in [monthly/quarterly] Project meetings.*
* *To participate fully in Project/ learning events.*
* *Include here any insurance that should be taken out by the partner.*

*Examples of* ***WA’s roles and responsibilities****:* * *To be the Project Lead.*
* *To be accountable for the management and delivery of the Project in line with this Agreement.*
* *To develop a mutually agreed monitoring and reporting schedule.*
* *To facilitate coordination between Project Partners.*
* *To keep partners informed of changes in the Project, the context or funding that will affect them and to alert partners immediately in writing of anything that is likely to delay or impede implementation of the Project, or is likely to cause reputational harm to WaterAid, the Partner, the Project or others.*
* *To be the sole intermediary for communications with the Donor, except if agreed otherwise in this Agreement.*
* *To provide the timely transfer of agreed funds to the Partner to finance agreed and approved plans, in line with this Agreement, and as per Annex B and C and following the receipt of adequate reports as detailed in Annex G. [Funding]*
* *To provide adequate support and training to the Partner to uphold its Roles and Responsibilities within this Agreement, and to implement the Project as per Annex B and C [Funding] and in compliance with mandatory policies*
* *Conduct a safeguarding ‘Protection from Sexual Exploitation and Abuse and Sexual Harassment’ (PSEAH) capacity assessment and create an action plan if required with the Project Partner to ensure effective safeguards are in place to protect all individuals (partner staff, WaterAid staff, communities in which we work) from any potential form of exploitation or abuse.*
* *To schedule and Chair [monthly/quarterly] Project meetings.*

*Examples of Parties* ***shared responsibilities****:* * *To abide by mutually agreed Partnership Principles (Annex H).*
* *To foster healthy honest communications about the Project progress and address problems in good faith.*
* *Identify and share reflections and learning about what is and is not working, to adapt the Project as needed.*
* *Ensure employees selected for work under the Partnership Agreement have the appropriate professional and technical competences required to achieve the objectives of the partnership and are treated fairly, in-line with local employment law.*
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**3. Roles and responsibilities for [Project X]**

The Parties have individual roles and responsibilities, as well as shared responsibilities in this Agreement. They will respect each other in ensuring the shared purpose of this Agreement is reached.

**3.1 [ABC]’s responsibilities**

[ABC]’s role, responsibilities and resources with regard to this Agreement are: {Insert [ABC]’s role, responsibilities and resources}

[ABC] will not transfer the responsibilities set out in this Agreement to a third party without prior written consent from WA[X].

**3.2 WA[X]’s responsibilities**

WA[X]’s role, responsibilities and resources with regards to this Agreement are: {Insert WA[X]’s role, responsibilities and resources}

**3.3 Shared responsibilities**

Shared responsibilities of WA[X] and [ABC] to the Agreement are: {Insert shared responsibilities}

Each Party shall be responsible for its own compliance with applicable local legislation and for the health and safety and security of its employees. Each Party is responsible for ensuring that its employees selected for work under this Agreement, have appropriate skills and abilities.

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| ***4. 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 capacity strengthening activities relevant to delivery of the specific project in question, including any support needed for the Parties to comply with any policies/processes that are included in the Project Partnership Agreement. Developing capacity building plans should be a joint exercise between WA and the partner, based on a joint needs assessment. It should help the partner to achieve its own objectives as well as WaterAid’s.* *Example of* ***WA’s*** *capacity strengthening activities:* * *Knowledge sharing from the partner to help WA[X] to understand the most effective way to engage with local communities.*

*Example of* ***partner’s*** *capacity strengthening activities:* * *Training session to strengthen skills in budget development and monitoring.*
* *Safeguarding training session to raise awareness of responsibilities, reporting mechanisms, and expected standards of conduct.*

*Capacity strengthening activities may be allocated specific budget in the Project budget (Annex C), and/or they may be included in Section 3 (Responsibilities) of the partnership agreement as an in-kind contribution.* |

**4 Strengthening capacity and capability**

WaterAid and Project Partners can learn from each other. WA[X] and [ABC] have identified the following priorities for capacity strengthening to enable the Parties to meet the commitments identified in this Agreement.

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

{Insert capacity strengthening activities planned for this Project}

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

{Insert capacity strengthening activities planned for this Project}

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| ***5. WaterAid, Donor’s and Partner’s Policies (includes some that are mandatory)*** *All policies relevant to the Project Partnership Agreement 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 implementation of these may require additional resources or capacity strengthening activities, such as training to familiarise partners with the key content in WA[X]’s policies. Capacity issues should be identified with the partner and support required should be included in the Project plans and budgets (or in separate capacity strengthening plans and budgets) to ensure sufficient WaterAid financial and human resources are available.* *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 included in the partnership agreement as agreed.* ***Global Code of Conduct (or partner equivalent – mandatory)****WaterAid’s Code of Conduct defines mandatory professional behaviours expected of anyone working for WaterAid or through a formal partnership or contract with WaterAid. The Code of Conduct must be agreed to and cascaded to all partners and their staff and will be annexed to all Partnership Agreements.* *Depending on the size and capacity of the organisation, WaterAid’s partners should 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. Breaches to WaterAid’s Code of Conduct may be reported to WaterAid’s whistleblowing hotline number (+44 (0) 203 117 2520) or may be emailed to* *fraud@wateraid.org**.* ***Safeguarding Partnership Code of Conduct (mandatory)*** *WaterAid’s Partner Safeguarding Code of Conduct defines mandatory expected professional behaviours by anyone working for WaterAid or working with WaterAid through a formal partnership or contract with WaterAid. The Safeguarding Partnership Code of Conduct* ***must*** *be cascaded to all partners and their staff and annexed to all partnership agreements.**All partners must sign the Safeguarding Partnership Code of Conduct and ensure it is upheld at all times.* ***Child Safeguarding Policy (mandatory)*** *WaterAid’s Child Safeguarding Standard and Procedures (rolled out in 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, 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.*
* *Or develop their own child safeguarding standard with WaterAid’s support.*

***Water Quality Policy (mandatory if applicable)*** *If the project that this Project Partnership Agreement covers includes a water service delivery component, then this MUST be included.* ***Health, Safety and Security (mandatory)*** *Partners must be able to demonstrate that they have adequate control measures in place that minimises the risk of partner staff, contractors, volunteers or community members being hurt, harmed or injured during the delivery of Project activities or when accessing or using any services provided under the Project (in line with WaterAid’s principle of ‘Do No Harm’) Where necessary, this exercise can be completed in collaboration and with technical support from WaterAid.**It is expected that any of the following health, safety or security incidents are reported to a designated WaterAid senior manager as soon as it is safe to do so:* * *Death, disablement or serious injury of partner staff member, contractor, consultant or volunteer through any activities undertaken as part of the Project.*
* *Death, disablement or serious injury of any community members when accessing or using any services provided under the Project.*
* *Any health, safety and security incident that has led to the suspension or closure of Project activities.*
* *Any health, safety and security incident that is of special sensitivity and that has a potential of resulting in reputational damages for WaterAid.*

*.****Note:*** *Partners have the right to anonymise personal data when reporting any of the incidents outlined above.**Where partners undertake construction activities, they must be aware of and committed to any obligations in relation to Health and Safety as stated in* ***WaterAid’s policy on Health and Safety within WaterAid funded construction sites*** *it is mandatory that this be included in relevant Project Partnership Agreements.* ***Quality Programme Standards*** *WA[X] should make sure partners are aware of the Quality Programme Standards and discuss how these can be applied during the Project and if additional capacity strengthening is needed to support this. The six risk-critical standards are* ***mandatory****.* ***Other Policies and Key Documents*** *It is also important to consider whether it is relevant to each Project Partnership Agreement to require adherence to the following policies:* * *Health and Safety in the Office.*
* *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 agreements.*
* *WaterAid frameworks and guidelines (that support the quality programme standards) WA Fraud and Anti-Money Laundering Policy (As agreed with partner – mandatory).*
* *WA[X] Financial and Accounting Manual (As agreed with partner – mandatory).*
* *WA[X] Procurement Policy (As agreed with partner – mandatory).*
* *Data Protection Policy/ Agreement.*
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**5 WaterAid and [ABC’s] and Donor Policies**

The following policies apply to this Agreement and are attached as Annexes [reference annexes]. All Parties agree to comply with these policies.

* 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
* Health and Safety at Work Policy (WaterAid’s or the Partners’, as agreed)
* Programme Quality Standards
* Donor terms and conditions or specific donor contract
* Other WA[X] policies and key documents as agreed (give details)
* Relevant [ABC] policies as agreed (give details)

Breaches to the Code of Conduct must be reported to either the Country Director of WA [X], WaterAid’s whistleblowing hotline number (+44 (0) 203 117 2520) or emailed to fraud@wateraid.org.

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| ***6. Compliance with Donor Terms and Conditions (mandatory)*** *Where a partner is receiving WaterAid funds that have requirements from a donor, the donor terms and conditions cascade to the partner and must be clearly understood and complied with by both parties. Any donor specific requirements that the partner needs to comply with MUST be included here and accompanied with training and support where necessary to ensure compliance. Where there is a conflict between Donor and WaterAid requirements, the precedence MUST be clear.* |

**6 Compliance with donor terms and conditions**

{Insert donor specific terms and conditions relevant to the funding being transferred to the Project Partner for this Project [if extensive, include as a separate annex. Where necessary, also annex the donor’s standard terms and conditions and/or a copy of the donor contract itself]}

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| ***7. Transparency (mandatory for some projects e.g. for some DFID/FCDO funded projects)*** *WaterAid is committed to transparency; it is a cornerstone of our Accountability Framework. We believe that by being transparent about how development funds are used increases the chance they will be used responsibly and effectively. Where required to do so by a donor, WaterAid publishes financial information about certain programmes, including income, expenditure and disbursements to partners, on a quarterly basis via the International Aid Transparency Initiative (IATI) website, to an internationally agreed standard. It is important to note that we do not publish any personal data via IATI. The process is coordinated by WaterAid UK, to reduce as far as possible any additional burden on country programmes and partners. Your donor contract should state whether publication of information to IATI is required.**In some (rare) circumstances we can agree not to publish details of individual partners, for example because by doing so could potentially put staff safety at risk or in some way undermine the ability of the partner to deliver programme work. Any questions or concerns raised by partners about publication should be clearly documented and referred to Programme Support Unit (**PSUsupport@wateraid.org**) for consideration.* *The Agreement should explain our approach to transparency and set out clearly what partner information will be published, where and how often.*  |

**7. Transparency**

WaterAid and [ABC] are committed to transparency. As required by [name of donor] WaterAid will publish on a quarterly basis to the International Aid Transparency (IATI) standard, financial information about WaterAid programme work, including work delivered by [ABC] under this Agreement, unless otherwise agreed in advance in writing by WA[X]. Publication will include details of individual Project Partners (names of organisations) and aggregated quarterly funding dispersed by WA[X] to [ABC]. No personal data shall be published.

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| ***8. Co-financing/Match funding*** *Some large donors (for example EC) require that WaterAid secures co-financing from another donor (for example a foundation) for the Project, or matches the funds provided by the donor by also committing WaterAid funds to the Project as well. In many cases the requirement follows that WaterAid finds a suitable partner who would also provide some financial contribution in order to match the main donor funding. If this is the case, the Project Partnership Agreement MUST outline in detail the amounts, conditions and obligations of the partner in relation to the match funding.*  |

**8. Co-financing/Match funding**

{Insert the details of co-financing/match funding requirements for the Partner, including amounts, requirements and any obligations flowing from the co-financing/match funding.}

{Or state: There are no co-financing/match funding requirements.}

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| ***9. Branding of assets delivered or procured / Visibility****It is WaterAid’s global policy not to brand the physical assets delivered or procured through our programmes. WaterAid wants to encourage full ownership by the entity that will be responsible for managing the services developed, for example the community-based water management committee, or the school or health centre management committee. Branding facilities with WaterAid or the partner’s logo would go against this goal. In cases where the donor requires branding WaterAid might consider adding its brand alongside that of the donor, and we encourage our Project Partners to place their own brand more prominently and place the logos of the donor (and WaterAid if applicable) with the words, “supported by:” This also applies to any sign posts that advertise the Project.*  |

**9. Branding of assets delivered or procured**

{List branding/visibility requirements, if applicable}.

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| ***10. Financial Arrangements (mandatory)*** * *Details of the financial arrangements between WaterAid and the Project Partner MUST be set out in the Project Partnership Agreement. Mandatory sections are included below.*

***Mandatory*** *sections:* * *A statement that WaterAid will provide funding to the partner in line with the agreed Project budget and payment schedule, and that future funding is not guaranteed and is subject to availability of funds.*
* *The process for releasing funds to the partner.*
* *Procedures for informing or obtaining the permission of WaterAid in the event of changes to the Project plan and/or budget.*
* *The requirement for appropriate financial and legal processes that adequately protect WaterAid’s funds and assets and comply with donor regulations. This may be WaterAid’s financial and legal guidelines (which should be attached to the agreement) or the partner’s own procedure manuals and documentation if WaterAid considered these to be sufficient and appropriate.*
* *Responsibility and processes for the use of WaterAid funds by, or the transfer of responsibility to, any third party (for example grants and contractor payments).*
* *A requirement to return unused funds.*
* *A requirement to inform WaterAid if the Partner receives further contributions from other sources to finance the same Project.*
* *Procedures to follow if either Party receives or plans to apply for additional funding from other donors for the purpose specified in the agreement.*
* *The use of WaterAid funded staff (depending on agreed level of effort), tools, equipment or assets on projects funded by other donors.*
* *Ownership of assets at the conclusion of the partnership, especially if donor funded.*

*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, but Project and WaterAid and Donor funds should be identifiable through the Partner’s accounting system (e.g. through coding).* |

**10. Financial Arrangements**

10.1 As a part of this Agreement, and in accordance with the Project budget set out in Annex C, WA[X] shall provide [ABC] with funds up to a maximum amount of {insert total funds agreed as per the budget in Annex C} for the agreed funding period of [insert end date].

10.2 [ABC] must seek prior written approval from WA[X] before any changes are made to the Project budget.

10.3 WA[X] shall make the payment in local currency, releasing fund instalments based on receipt of the {monthly/quarterly} report **(Annex G)** and satisfactory achievement of agreed outputs as set out in the Project plan and budget.

10.4 {As agreed with partner: [ABC] will use the funds for agreed Project activities (reference the relevant annex B and C), unless otherwise agreed in advance in writing with WA[X]} or otherwise stated under section 6 of this Agreement]

10.5 [ABC] will ensure that all financial transactions are justified with appropriate supporting documentation and in line with Project Budget (Annex C). Supporting financial records will be maintained by [ABC] for at least [7] years (the minimum of seven or as required by the donor or in that country).

10.6 [ABC] will grant right of access to records relating to the project (financial and non-financial) to WaterAid’s staff, including Internal Auditors, other Auditors engaged by WaterAid, staff of the project’s upstream donor and their Auditors.

10.7 [ABC] shall follow WA[X]’s financial and legal guidelines which form Annex F to this Agreement and are integral to the Agreement.

10.8 [ABC] will follow donor compliance requirements as stated in **[section 6 on Donor Terms and Conditions].**

10.9 [ABC] will obtain prior written approval from WA[X] before transferring funds to a third party not included in the project plan.

10.10 [ABC] will inform WA[X] immediately if it seems likely that funds will not be used, or if the purposes of funding cannot be achieved. [ABC] will consult with WA[X] over any unspent funds or assets at the end of the project or on termination of this Agreement. [ABC] may only use such funds for another purpose with the written permission of WA[X] representative. Ordinarily, WA[X] requires repayment of unspent funds and the return of any loaned assets.

10.11 No WaterAid funded staff, tools, equipment or assets should be used on projects funded by other donors without a written confirmation from WA[X].

10.12 [ABC] will inform WA[X] if they receive contributions from other sources to finance the same project.

10.13 An external audit of WA[X] will be undertaken on an annual basis (facilitated and funded by WA[X]) or in line with donor timeframes if more frequent. This includes a review of the financial accounts, income and expenditure of a sample of WA[X]’s projects. [ABC] agree to cooperate with the Terms of the Audit if the Auditor chooses [ABC] in their sample.

10.14 [ABC] will use {financial package X or Excel etc} to record financial transactions relating to this project.

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| ***11. Misuse of funds (mandatory)*** *The procedures for communicating any suspected misuse of WaterAid funds, or unaccounted for funds MUST be set out including WaterAid’s rights with regards to requiring repayment and termination of the Project Partnership Agreement.*  |

**11 Misuse of funds**

11.1 Both WA[X] and [ABC] will ensure appropriate systems and controls are in place to minimise the risk of misuse of funds and identify and address the misuse of funds.

11.2 If [ABC] suspects any misuse of funds has taken place, [ABC] will notify WA[X] immediately in writing.

11.3 In cases where funds cannot be accounted for properly in line with Annex F, WA[X] reserves the right to terminate the Agreement and require repayment of any WaterAid funds misused. In cases of suspected malpractice legal action may be pursued.

11.4 [ABC] may additionally report suspicions of misuse of funds to fraud@wateraid.org and/or to WaterAid's whistleblowing number (+44 203 117 2520) whistle@protect-advice.org.uk.

11.5 WA[X] retains the right to launch an investigation and take legal action is appropriate in the event of misuse of funds

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| ***12. Safeguarding and Child Protection incidents (mandatory)****Partners are required to report safeguarding matters, therefore the procedures for communicating any actual or suspected safeguarding or child protection incident must be set out. For example, all incidents must be reported to the WaterAid Country Director or Safeguarding Focal Point within 24 hours and an agreed action plan put in place to manage the incident.* *It must be clear that mismanagement of a safeguarding incident is grounds for termination of the agreement.**Partners must seek advice from WaterAid prior to commencing an investigation into incidents, suspicions or allegations of incidents relating to Safeguarding.* |

**12. Safeguarding – Obligation to Report**

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

12.2 [ABC] will not commence investigation of incidents, suspicions or allegations of incidents relating to Safeguarding prior to informing WaterAid.

12.3 Mismanagement of a safeguarding incident is grounds for termination of this agreement.

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| ***13. Health, Safety and Security management (mandatory)****Partners are required to have assessed any health, safety and security risks that are associated with delivery of project activities and have defined control measures in place to minimise these risks for their staff, volunteers and the communities we are supporting (in line with our Do No Harm Principle).* *Partners must be aware of the requirements to report incidents to WaterAid that occur during our funded activities.* |

**13. Health, Safety and Security Management**

13.1 [ABC] will undertake a health, safety and security risk assessment and document a security plan prior to commencing activities.

13.2 [ABC] will report all of the following Health, Safety and Security incidents relating to WaterAid-funded activities to a WaterAid Senior Manager as soon as it is safe to do so (and no later than 24 hours)*:*

* Death, disablement or serious injury of partner staff member, contractor, consultant or volunteer through any activities undertaken as part of the project.
* Death, disablement or serious injury of any community members when accessing or using any services provided under the project.
* Any health, safety and security incident that has led to the suspension or closure of project activities.
* Any health, safety and security incident that is of special sensitivity and that has a potential of resulting in reputational damages for WaterAid.

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| ***14. Disputes (mandatory)*** *A clause on how disputes will be solved MUST to be agreed with the partner organisation and included in the Project Partnership Agreement.*  |

**14 Disputes**

In the event of any dispute, disagreement or conflict arising out of or in connection with this Agreement the following procedures will be followed:

14.1 In the first instance a meeting will be held between the Parties between whom the disagreement has arisen. The meeting will include those directly involved in the disagreement along with the partner representatives named in this Agreement.

14.2 If this meeting fails to reach an amicable and mutually agreeable settlement an external mediator, acceptable to both Parties, will be identified and a mediation process will be followed. This may involve individual meetings with the mediator followed by another meeting of the partners involved with the mediator.

14.3 {Insert further steps appropriate to the legal context of the partnership should 14.1 & 14.2 not result in resolution of dispute}

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| ***15. Monitoring, Reporting, Review and Reflection (includes some mandatory sections)*** *Details of planned Monitoring and Evaluation procedures should be set out in the Partnership Agreement and in the Project Plan (Annex B), in accordance with WA PMER core procedures. The scope and extent of monitoring will vary depending upon the type of partnership, funding source and size, programme locations, partner capacity and the assessed level of risk. Mandatory clauses are listed in this template.* ***Visits from WaterAid supporters or staff not directly related to the project -*** *We suggest that Project Partnership Agreements include a clause setting out the procedures for ensuring that partner organisations are not overburdened with requests for visits from WaterAid supporters or staff not directly linked with the programme.* *This should include particular sensitivity for regular or lengthy visits or where large numbers of participants are involved. The purpose of the visit should be clarified with the partner and appropriate follow up or feedback given.*  |

**15 Planning, Monitoring, Evaluation and Reporting**

15.1 The Parties will have appropriate monitoring procedures in place to ensure that contributions, activities and outputs are of a reasonable standard, are in line with the plan (Annex B) and budget (Annex C) and that the project is managed in compliance with WA and donor requirements.

15.2 In order to effectively manage the project, [WA X or ABC] must ensure that it maintains the following up to date project management tools throughout the Project:

15.2.1 Implementation Plan

15.2.2 Monitoring and Evaluation Plan (“M&E plan”)

15.2.3 Risk Register

15.3 WA[X] can provide tools, templates and support [Annex G] and will ensure these tools are practical, useful, and support effective project management

15.4 [ABC] will provide monitoring data to WA[X] in accordance with the agreed M&E plan

15.5 The Parties will take part in regular monitoring meetings, according to a mutually agreed schedule, where progress against the Implementation Plan and the budget will be reviewed and upcoming activities for the following month will be discussed.

15.6 The Parties will take part in quarterly reflection meetings, according to a mutually agreed and timely conveyed schedule, to discuss progress in the Project. These will be organised by WA[X] and will involve a combination of reviewing project documentation, and reflection to identify key actions to strengthen the project going forward

15.7 The Parties agree to complete an [annual] review of the partnership to encourage mutual feedback between all Parties, review progress against the partnership objectives relevant to the Project, reflect on how well the partnership itself is working, relevant to the Project, and to agree longer-term actions to address any identified challenges within the partnership , or to take advantage of any identified opportunities, for the purposes of delivering this Agreement.

 15.8 The Parties agree that an external evaluation will be undertaken at the end of the project undertaken by a WA[X] contractor. The evaluation team will be selected by WA[X] with consultation between the Parties. An external evaluation may also be carried out by the Donor. [ABC] will engage in and support all evaluation activities as required.

15.9 WA[X] finance and programme/policy staff will arrange to visit [ABC] and project sites [quarterly/twice a year etc.] according to a mutually agreed and timely conveyed schedule, for monitoring and support. Other WA staff, including internal audit, may also need to visit [ABC] and project sites. The timing of such visits will be agreed with [ABC], and the purpose and expected outcomes clarified. WA[X] staff will have unrestricted access to all records relating to WA funds and the Project.

15.10 Visits from WaterAid or supporters or staff not directly related to the project:

15.10.1 Before any visit WaterAid will communicate the purpose and expected outcome of the visit.

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| ***16. Project Transition Strategy****The aim of* ***project exit strategies*** *is to ensure the sustainability of the outputs and outcomes of projects. The project exit plan is included in the Project Design phase and updated as part of Project Assessment and Transition stage in the PMER core procedures. All relevant stakeholders should be involved in developing the phase out plan (for example Community Based Organisations and Local Government Institutions). The specific details will depend on the individual program or project’s scope and objectives, but key elements are likely to include: Management roles and responsibilities, training, financing mechanisms for operations and maintenance, grant closure and asset maintenance.* |

**16 Project Transition Strategy**

The aim of **project exit strategies** is to ensure the sustainability of the outputs and outcomes of projects.

16.1 The Parties agree to develop a plan for the Transition of the project and the uptake of management and financing responsibilities by the appropriate stakeholders.

{Insert the transition plan}

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| ***17. Amendments and Termination of the Partnership Agreement (mandatory)*** *Procedures for amending and terminating the Partnership Agreement MUST be included. Mandatory areas are included below.* *Mandatory areas:* * *Procedures for making changes or amendments to the agreed budget, planned outputs, implementation timetable and milestones.*
* *Procedures for modifying or changing the Project Partnership Agreement or its Annexes.*
* *Procedures to follow if any serious circumstances or actions that threaten the successful completion of the project or agreement arise.*
* *The right of either Party to suspend or terminate the partnership if the conditions of the Project Partnership Agreement are not met.*
* *Procedures and WaterAid’s rights if the partner’s responsibilities are not fulfilled to a reasonable standard of quality, with regards to funds already transferred and future payments. An equivalent procedure with the partner’s rights if WaterAid’s responsibilities are not fulfilled to a reasonable standard. Reasonable standards of quality need to be discussed and agreed as part of the process of developing the Project Partnership Agreement.*
* *Procedures to follow in the case of an event considered as force majeure which is an event outside the control of the Parties that interferes with work on the project (e.g. natural phenomena, pandemic, wars (declared or not) invasion, revolutions, social unrest, acts of Government)*
* *Requirement for notification of changes in either Party for example in senior employees, project management team, project specific staff, governing body personnel, memorandum of understanding, legal structure, rules and regulations or change in the registered office.*
* *Rights and procedures if any Party believes that the partnership is no longer operating in the interest of the organisation.*
* *Processes to follow in the event of unplanned suspension or termination with regards to ensuring sustainability of work undertaken so far and minimising impact on communities.*
* *Procedures for reimbursing costs incurred up to date of termination and future necessary costs.*
* *Rules for continuing or halting activities and fund expenditure in the event of suspension, and reinstatement of the Project following suspension.*
* *A statement that the provisions of the Project Partnership Agreement shall survive its termination to the extent necessary to permit an orderly settlement of accounts between WaterAid and the partner and an Audit by the donor, for the number of years required refer to the donor contract.*
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**17 Amendments and Termination of the Partnership Agreement**

17.1 The Parties agree to make adjustments to this Agreement, including to the project plan and budget, (subject to prior approval from the donor where necessary), should any of the monitoring processes outlined in section 15 indicate that this is necessary for the project to achieve its objectives.

17.2 No modification or change in this Agreement or the Annexes to it shall be valid and enforceable unless it is agreed in writing after consultation between the Parties to this Agreement and signed by the agreed representatives of [ABC] and WA[X].

17.3 Each Party will inform the other Party in writing as soon as possible of any serious circumstances or actions that threaten the successful completion of this Project or Agreement.

17.4 If the conditions of this Agreement are not met, including under clause 17.5, either Party reserves the right to suspend or terminate the partnership by giving not less than **[XX]** days written notice to the other Party.

17.5 If the delivery, management and/or outputs/outcome of the project is not of a reasonable standard of quality, WA[X] reserves the right to ask [ABC] to refund the expenditures incurred and/or to finance the additional work needed to meet the expected quality standard as per agreed specifications and designs.

17.6 In the event of, and as soon as possible after an event beyond the reasonable control of either of the Parties considered as a “Force Majeure” (including natural phenomena, pandemic, wars (declared or not), act or threat of invasion, revolution or social unrest, acts of Government, strike, lock­out, industrial action, fire, flood, drought, tempest, failure of any computerised telephonic or online systems operated by any third party or any other event of nature or similar force which disrupts either Party’s participation in or fulfilment of the project), WA[X] and [ABC] should notify each other in writing of the details of this event in case the Parties are not totally or partially able to meet their responsibilities. The Parties shall discuss appropriate measures to be taken which may include the immediate cancellation of the project or termination of this Agreement.

17.7 Any change, within either Party (up to the national level), in senior employees, project management team, project specific staff, governing body personnel, and any material change to the memorandum of understanding, legal structure or name, rules and regulations or any change in the registered office shall be duly notified in writing to the other Party.

17.8 Either Party has the right to disengage from this Agreement if:

17.8.1 After first following the dispute procedure outlined in clause 14, it believes that the partnership is no longer operating in the interest of the organisation; or

17.8.2 In accordance with clause 11.2 (Misuse of Funds provision); or

17.8.3 Breach of clause 12 (Safeguarding Obligation to Report).

In these circumstances reasons for the termination should be provided to the other Party in writing, giving [XX] days’ notice of termination.

17.9 In the event of unplanned suspension or termination the Parties agree that an action plan will be developed to ensure the sustainability of any work undertaken so far and limit negative impact on the communities involved in the project.

17.10 In the event of termination other than where WA[X] terminates for [ABC’s] breach under clause 17.8.2 or 17.8.3, WA[X] agrees to reimburse [ABC] for all reasonable costs incurred to execute the project up to the date of termination, including any necessary costs of winding up the project. Reimbursement shall not exceed the total WaterAid allocation for the project.

17.11 In the event of suspension, no activities shall continue under the project except those activities necessary to preserve or protect the objectives, outputs, equipment or works associated with the project and funds may only be expended with the written permission from WA[X]. WA[X] may reinstate the project at its discretion in consultation with [ABC].

17.12 Certain provisions of this Agreement shall survive its termination to the extent necessary to permit an orderly settlement of accounts between WA[X] and [ABC] and to comply with donor terms and conditions.

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| ***18. 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 if it is relevant.*
* *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 where such products will be outputs from the project. The partners should also agree whether any products (e.g. a new technology) should be released to the public domain for use by all.*
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**18 Use of information**

18.1 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 survive termination of the Agreement. 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.

18.2 This Agreement 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 written permission of the relevant Party.

18.3 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 in writing 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.

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| ***19. Statutory and Legal requirements (mandatory)*** *Clauses MUST be included on the following;* * *WaterAid will not be liable for any injuries, deaths, losses or damages caused as a result of the partner’s activities unless and to the extent directly caused by WaterAid's negligence.*
* *All Parties agree to abide by local and national laws as far as they relate to the agreement (e.g. Data Protection legislation, compliance with legislation and any reporting requirements of government).*
* *Governing law: for clarity the Partnership Agreement should refer to the law governing the agreement. This should be English law unless there is a persuasive reason to use an alternative – for example the Law of the upstream donor.*
* *19.2 Please ensure this is completed appropriate to the jurisdiction – in the UK this would be “including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015. The Parties also undertake and agree to comply with all applicable requirements of the Data Protection Act 2018 (which gives effect to the General Data Protection Regulation ((EU) 2016/679),* as amended or updated from time to time (“Data Protection Legislation”), and any applicable codes of practice and/or guidelines issued from time to time by the Data Protection Commission.”
* 19.3 This will depend on the partners and the country where the project is based.
* 19.5 This can be amended as appropriate for the specific project.
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**19 Statutory and Legal requirements**

19.1. To the fullest extent permissible in law WA[X] will not be liable for any injuries, deaths, losses or damages caused as a result of [ABC]’s activities unless and to the extent caused by WaterAid's gross negligence or wilful misconduct. To the fullest extent permissible in law [ABC] will not be liable for any injuries, deaths, losses or damages caused as a result of WA[X]’s activities unless and to the extent caused by [ABC]’s gross negligence or wilful misconduct.

19.2 The Parties agree to abide by local and national laws including payment of all taxes and timely submission filing of all statutory requirements and returns as far as they relate to this Agreement. In particular the Parties shall comply with all applicable laws, regulations and codes of conduct having the force of law in connection with this Agreement, {insert detail of any relevant local or international laws – e.g. Data Protection legislation, compliance with legal and reporting requirements of government}.

19.3 This Agreement shall be governed by and construed in accordance with [English] law and each Party agrees to submit to the exclusive jurisdiction of the courts of England.

19.4 Where either Party engages any consultant, contractor, sub-contractor, adviser or agent (a “Representative”) the engaging Party will ensure that such Representative is bound by the obligations of this Agreement, relevant laws and taxes to the extent they apply to the representative in their role on the project.

19.5 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 Agreement 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].

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| ***20. Signatories (mandatory)****The Project Partnership Agreement MUST be signed off by the key representative for each organisation in line with schemes of delegation. In some countries it may also be common practice to do this in the presence of a witness for each signatory. It MUST be signed in advance of project work commencing and original copies filed safely by both Parties. Good planning is needed to allow sufficient time to draft, agree and sign the Agreement, in order to prevent delays to the start of the project.*  |

**20 Signatories**

The undersigned duly authorised representatives of WA[X] and [ABC] have fully agreed to be bound by this Agreement and its annexes. Executed copies of the signature pages of this Agreement 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:   |        |

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| ***Annexes to the Partnership Agreement*** *The Partnership Agreement should clearly state that the attachments to the agreement form part of the Partnership Agreement. It should also be clear which policies were attached to the MoU.* **Annex A: Donor terms and conditions or specific donor contract** **Annex B: Project plan and deliverables, (mandatory)** 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)**Annex C: Budget and payment schedule (mandatory)** 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. **Annex D: Code of Conduct (mandatory)**This should either be WaterAid’s Global Code of Conduct or an equivalent and approved alternative. **Annex E: Safeguarding Partnership Code of Conduct (mandatory)**All partners must sign the Partner Safeguarding Code of Conduct and ensure it is upheld at all times.**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. **Annex G: WaterAid’s financial and programme reporting formats and Project Management Tools [Funding]**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. CP Reporting Template (if no standard template WaterAid X should develop a reporting template for this project)**Annex H: Partnership Principles****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.**Annex J, K**. Relevant Policies[Risk Register Template (See Annex 3)](https://wateraid.sharepoint.com/PSU/pmerproject/Shared%20Documents/How%20To%20Guide%20-%20Project%20Risk%20Management.pdf?csf=1&e=jKncs4&cid=426ad6c8-7164-43fb-8051-a9ef06f3ab60)[M&E Plan Template](https://wateraid.sharepoint.com/%3Ax%3A/r/PSU/pmerproject/_layouts/15/Doc.aspx?sourcedoc=%7BD0119AE4-E58A-42A5-8896-8B3B070E4A5E%7D&file=ME%20Plan%20Template.xlsx&action=default&mobileredirect=true&web=1&cid=a7137871-cc1d-450e-be07-630a000cb056) |

**Annexes to the Partnership Agreement**

The attachments to the agreement below form part of this Agreement.

**Annex A, B, C: etc.**