**PARTNERSHIP AGREEMENT**

**THIS AGREEMENT IS MADE BETWEEN**

**Minority Rights Group International** of 54 Commercial Street, London E1 6LT, United Kingdom (hereinafter referred to as “MRG”)

**xxxxx,** of yyyyyy (hereinafter referred to as “xxxx”)

All hereinafter referred to as the “Partner Organisations”

**IT IS HEREBY AGREED AS FOLLOWS:**

**1.0 Purpose**

1.1 The Purpose of this Agreement is to establish the framework for the relationship between the Partner Organisations, to allow them to carry out joint activities, share information and cooperate. This agreement may supplemented by a contract where the partner organisations have secured funding to carry out a specific programme or project or specific activities. In this case, details of each of the specific activities within the programme, and funding for each, as well as corresponding salaries and overheads will be set out in a further contract.

**2.0 Relationship between Partners**

2.1 The partner organisations may collaborate to submit proposals to donors jointly seeking funding to carry out programmes. Where funding is secured, whichever of Partner Organisations is receiving funding from the donor and therefore has legal responsibility to the donor for expenditure of the funds on the implementation of the Programme will be the lead partner in the partnership. Notwithstanding this, the relationship between the Partner Organisations will be one of equality, transparency and mutual accountability. Each Partner Organisation shall be consulted and their input sought on all issues fundamental to the programme, with each expected to reply within a reasonable amount of time. Communications between the Partner Organisations will at all times be respectful and courteous. If there is a disagreement about how to proceed during the programme, MRG and xxxx will take reasonable steps to try to negotiate a solution or otherwise resolve the issue.

 If these steps are not successful, whichever partners is the lead partner (i.e. the partner in receipt of funding from the largest donor supporting a programme) will have the final say in resolving any pending issues. Prior to any such decision, the lead partner will inform the other partner both verbally and in writing and will allow the other partner one week to reply.

**3.0 Management**

3.1. Each Partner Organisation will allocate the main responsibility for implementation of the collaboration to one named staff member who will be the main contact for all partners on day-to-day matters. This named staff member will have sufficient knowledge and decision-making authority to be able to carry out the remit of the work and should not need to rely on their respective directors or more senior staff to take the project forward.

* 1. In addition, each Partner Organisation will provide the name of a more senior staff member who will oversee programme implementation (once funding is secured) and who can also be contacted about the programme e.g. if the named staff member does not respond for any reason or if there are problems with either implementation or relationships between staff working on the programme.
	2. The named staff member and senior contact can be changed at any time but notification should be provided in advance to the other Partner Organisation and induction on the Programme provided to the new individual.
	3. The Partner Organisations should endeavor to maintain a steady flow of information by email, fax, telephone or any other possible means of communication, depending on the availability of resources. The expected reply time will be indicated in the original communication. Should a not reply within the indicated timeframe, the non-response will be considered as partner’s acceptance of the issue. As emails are not totally reliable, Partner Organisations should always back this up with at least one phone call or phone message if a decision needs to be taken on an important issue. Partner Organisations are expected to seek all possible alternative means of communication and therefore communication barriers will only be accepted as obstacle to the smooth implementation of the programme in very exceptional cases.

3.5 Once programme funding is secured and implementation begins, if a programme is fully funded, the programme should be implemented as planned. However if full funding is not secured, the lead partner may need to make changes to the Programme to maximise delivery to the donors whilst reducing certain costs. Partners will be given an opportunity to comment on such changes but the final decision will be the leading partner’s.

**4.0 Notifications**

4.1Any changes within any Partner Organisations that may have a direct impact on the cooperation between the partners must be communicated to all Partner Organisations expeditiously. These include staffing changes, budget revisions, donor requirements and changes in financial procedures and law, to name but a few.

4.2 Partner Organisations are deemed to have been consulted if an email is sent to the partners’ last known email address followed up by at least one phone call or phone message. If there is no response to these within the deadline set which should be no less than 2 working days, if partners respond but have different opinions or if the lead partner disagrees with the proposals because it would compromise the delivery of the programme in line with the donors’ agreements, the lead partner will take the final decision after having gone through all proposals and counter-arguments.

**5.0 Key responsibilities of each Partner**

5.1 All partners shall respect all general and specific provisions of the funding agreement which the lead organisation signed on behalf of all implementing partners.

**6.0 Safeguarding**

6.1 MRG staff and partners agree to behave respectfully to all parties involved in implementing MRG programmes, in line with MRG’s values and international human rights standards. They undertake not to behave in ways that would bring MRG’s reputation into dispute or disrespect. Where behaviour falls below expected standards during the implementation of an MRG programme, partners and beneficiaries have the right to raise their concerns with MRG. This should be done in writing to MRG. Where such a complaint is raised, MRG expects the full cooperation of all parties with any ensuing investigation.

**7.0 Intellectual Property**

 7.1 MRG and xxxxx will jointly hold the copyright holder of the bulletins, reports and films published as part of this project. All partners will be credited in all publications to which they have contributed, with their names and logos visible (unless for security reasons any partner clearly states that they prefer otherwise).

7.2 The partners agree to abide by any donor visibility guidance or requirements, acknowledge their support in all programme materials and at all public events. Additional acknowledgements may be required as more donors come on board. Any security concerns linked to donor visibility requirements should be raised well in advance with the lead partner.

1. **Quality Assurance Standards**

8.1 All work carried out shall meet the Quality Assurance standards

incorporated in the policies and procedures of the collaborating partner organisations.

8.2 The Quality Assurance standards shall include the principles of equal

opportunities, non-discrimination, gender mainstreaming, participation

and the rights-based approach.

**9.0 Finance Issues**

9.1 All partners will keep each other informed of the funding situation of funded programme that are being implemented (i.e. whether the programme is fully funded or partially funded and what this means in terms of the budget and implementation of activities) and any available funding opportunities.

 9.2 The lead partner will be responsible for complying with any audit requirements linked to funded projects. Partners may be asked to supply materials for audits or may be visited by auditors and agree to cooperate with the auditors.

 9.3 The lead partner who signs the donor contract is responsible for raising any required match funding (unless this is agreed otherwise in a project contract). However both partners agree to cooperate to prepare and submit applications for match funding to maximise the possibilities of successfully raising all of the necessary match funding in good time. For more information ask for MRG’s Guidance for Partners on Match Funding.

 9.4 The division of the % of allowed Management and Administration costs should be agreed on a case by case basis between the lead partner and other partners on a joint programme before the budget is submitted to donors (or at least before implementation begins). For more information ask for MRG’s Guidance for Partners on Management and Administration.

**10.0 Donor Reporting**

10.1 Where funding is secured, the lead partner will produce reports to donors based on each partner’s regular narrative and financial narrative reports. The lead partner may ask all partners to provide additional materials e.g. on longer term impacts, learning from the project and overcoming barriers. It is good practice to circulate the draft donor reports to partners for comment before they are submitted.

1. **Monitoring and Evaluation**

* 1. For funded programmes, all Partners will participate in designing monitoring and evaluation plans. Bearing in mind the results and indicators included in the original proposal, partners will lead on monitoring and evaluation of the activities that they carry out and their impact on particular communities and on national processes/ mechanisms, as well as relating back to how these activities have led towards achievement of project outcomes and objectives. All partners will also aim to identify impacts and cross country learning or good practice which could be replicated elsewhere.
	2. To comply with partners’ gender policies, and to assess the impact on gender equality among project beneficiaries, MRG and partners will use specific indicators that monitor women’s participation and empowerment during all programmes and include this in project design.
	3. An external evaluation will normally take place at the end of each project. All partners agree to cooperate with this process and take all reasonable steps to supply the information requested by the evaluator.
1. **Project Procedures**
	1. Partner Organisations shall ensure that the programme conforms as closely as possible to the shared standards agreed under clause 8.2. Moreover, partner organisations shall ensure that programme activities are implemented in an environmentally friendly way as much as possible.
	2. All partners shall ensure that confidential materials are stored safely and securely. Bearing in mind the risks to partners and participants in some contexts, all partners shall be aware of these risks and take appropriate actions to maintain confidentiality of all materials shared between the partners or generated by the project.
	3. Partner Organisations shall take all reasonable steps to secure the health, safety and welfare of all persons involved with the programme and at all times conform with the requirements of their respective Health and Safety policies. Partners will insure that all appropriate travel and employers’ insurances policies are in place.
	4. No Partner Organisation should suspend activities at any time, unless required to by law or if funding is not available to finance activities. The Partner Organisations’ first consideration at all times should be implementation of the project to the benefit of the beneficiaries, and fulfilment of donor requirements.
	5. It is important for some projects that all in-country Partners carry out the work at broadly the same pace. In a multi-country project, if one partner falls behind in the work this will undermine the effectiveness of the project and the process of sharing and learning lessons and evaluating the work. If one partner does fall behind, the lead partner who holds the donor contract may either intervene itself to help this partner get back on track or may delegate responsibility to one of the other Partner Organisations to do so. In this case, part or all of the salary budget for the organisation that is falling behind may be reallocated to the organisation that is taking on more work.
	6. If one Partner Organisation fails to comply with its obligations under the partnership agreement/donor contract, the organisation with lead responsibility for the grant can remove the organisation from the agreement. In such a situation, any monies transferred to said organisation will be retrieved or else a financial report provided to show how monies were spent. Legal action may be taken where funds transferred to said partner for programme implementation are shown not to have been spent for the required activity and are not returned before the end of the Programme.

**Signed on behalf of Minority Rights Group International**

............................................................................ Date ..................

*Authorised signatory*

Print name:

**Signed on behalf of xxxxx**

............................................................................ Date ..................

*Authorised signatory*

Print name: