

## MS NEPAL PARTNERSHIP AGREEMENT

<b>Name of partner</b>	
<b>Name of district</b>	
<b>Start date and end date</b>	
<b>Type of partnership</b>	
<b>MS Activity Centre #</b>	

<b>Name of MS Programme Officer</b>	
<b>Name of partner's programme manager</b>	
<b>Name of partner's accountant</b>	

<b>MS contact information</b>	MS Nepal Danish Association for International Co-operation Gyaneshwor, GPO Box 4010 Kathmandu, Nepal Tel: +977-1-4444311 Fax: +977-1-4433651 Email: <a href="mailto:info@msnepal.org.np">info@msnepal.org.np</a> Homepage: <a href="http://www.ms.dk/nepal">www.ms.dk/nepal</a>
<b>Partner's contact information</b>	

## Preamble

MS Nepal and [partner] have entered this Partnership Agreement under the MS in the South Programme and hereby declare that their actions and deeds will be conducted transparently and in a spirit of mutual cooperation in an endeavour to fulfil Common Visions, Objectives, Outputs and Activities as outlined in this document and its annexes.

This document outlines the broad framework under which this Partnership will be implemented and is further substantiated by a number of annexes and other supporting documents which are stated in this document. These annexes and documents constitute an integral part of the Partnership Agreement. However, MS Nepal and [partner] may find it necessary to revise, update or otherwise amend annexes and supporting documents during the partnership. In such cases MS Nepal and [partner] will mutually agree and undertake any changes deemed necessary and ensure that these are applied in the implementation and administration of the partnership agreement.

## Commitment to democratic organisational principles

### **TYPE 1 FOR MEMBERSHIP ORGANISATIONS (SELECT TYPE AS APPROPRIATE)**

[Partner] agrees to commit themselves developing, practicing and maintaining:

1. A democratic constitution that ensures checks and balances.
2. Annual meetings where the board presents progress and activity reports and accounts
3. The election of a board by secret ballot and on regular intervals
4. Gender-equal, caste and ethnic inclusive relations and representation among staff, management and board
5. Transparent books of accounts that are reviewed annually by a third party
6. Strategies and plans are debated freely among members and stakeholders
7. Systems in place that ensure transparency in procurement, recruitment and the general use of funds

### **TYPE 2 FOR NON-MEMBERSHIP ORGANISATIONS (SELECT TYPE)**

[Partner] agrees to commit themselves to developing, practicing and maintaining:

1. An organisational mission that is focused on achieving poverty alleviation and greater influence, participation, equality and decency for poor marginalised people.
2. Management practices that ensure staff influence and insight in the management of the organisation
3. Strategies and plans are debated freely with stakeholders
4. Annual meetings where management presents progress and activity reports and accounts to stakeholders
5. Gender-equal, caste and ethnic inclusive relations and representation among staff and management
6. Transparent books of accounts that are reviewed annually by a third party
7. Systems in place that ensure transparency in procurement, recruitment and the general use of funds

MS Nepal is committed to and recommends its local partners to pursue adherence to the

INGO-NGO Partnership and Guidelines for working in Nepal as adopted by the Association of International NGOs in Nepal.

### Description of [partner]

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### Description of MS Nepal

Mellemfolkeligt Samvirke (MS) or Danish Association for International Cooperation is a Danish non-governmental organisation.

*VISION: A World in peace where co-operation among people promotes global equity and ensures improved conditions for poor and marginalized groups*

MS bases its development work on this vision of increased global justice. Since 1993, a partnership programme has been implemented, where MS, in collaboration with like-minded organizations in Africa, Asia, the Middle East and Latin America, pursues the achievement of locally defined development agendas.

*MISSION: MS provides opportunities for action for people who accept shared responsibility for global sustainable development. MS promotes understanding and dialogue among people. Together with partners, we promote popular participation and democratisation in the North and the South. We endeavour to enable poor and other marginalized people to realize their vision of a dignified life.*

MS is committed to challenging the political causes of poverty, i.e. societal mechanisms that work to keep large segments of the population, in the countries where MS works, in poverty thereby rendering them both poor and powerless.

In 2006 MS adopted a new global focus on democracy, seen as an important means to achieve peace and eradicate poverty. For MS democracy is not an end in itself; it is also a means to fight injustice, marginalization and poverty.

The MS Nepal programme was established in 1986 and the organisation is registered with Ministry of Finance. From 2008 the programme is embarking on a new Country Programme Strategy with focus on three themes: Building local democracy; land rights, and conflict management and peace building. For further details about MS Nepal's background, prior experiences, country programme objectives and organisation, please see "MS Nepal Country Programme Strategy 2008-2012"

## Partnership Objectives

### How does the partnership contribute to MS objectives?

<b>MS Nepal CPS theme to be addressed in the partnership</b>	<p>This partnership is aiming at contributing towards the achievement of MS Nepal's strategic objectives as outlined in the CPS for 2008-2012. The partnership with [partner] will contribute towards the main theme of MS Nepal; to <b>build local democracy</b>. MS Nepal's main strategy for helping to build local democracy is to enable poor and marginalized groups, women and youth to take part in and benefit from the growing political space and opportunities provided by the 2006 peace agreement, the decentralisation legislation, the growing strength of local civil society organisations, and the freedom and expansion of the media.</p> <p>For further details about target area, target groups, immediate and development objectives, etc., please see "MS Nepal Country Programme Strategy 2008-2012".</p>
<b>Common objective to be addressed</b>	
<b>Rationale for the partnership</b>	
<b>Specification of VDCs or other target area</b>	
<b>Specification of special target groups</b>	
<b>Project documents</b>	[Partner] undertakes to implement projects in accordance with project documents (based on LFA and with budgeted outputs) that will accompany this agreement as annexes.
<b>Duration of the partnership</b>	

### Cooperation and Networks

Does the partner cooperate with other organisations?

<b>Name INGOs or donors who currently provide a budget to the partner</b>	
<b>Name any other organisation with which the partner cooperates</b>	
<b>Name networks of which the partner is a member</b>	
<b>Name organisations or networks with which the partner plans to cooperate as part of the partnership</b>	
<b>Describe the purpose of cooperating with those other organisations or networks as part of the partnership</b>	

### Budget Estimate

What is the estimated MS Nepal budget contribution to the partnership?

<b>Total of estimated budget</b>	
<b>Estimated yearly tranches</b>	Year 1: / Year 2: / Year 3:
<b>Budget for programme and project activities</b>	Project 1
	Project 2
	Project 3
<b>Budget for staff</b>	Managerial staff:
	Administrative staff:
	Field staff:
	Other staff:
<b>Budget for other regular operational costs</b>	Office costs, communication, transport, etc.
<b>Budget for purchasing fixed assets (if relevant)</b>	Type of asset and its cost

Estimated partner commitments in terms of funds or no-cost input (e.g. labour)?

<b>Description of no-cost input to the partnership</b>	
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**MS Development Workers**

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**Roles and Responsibilities**

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## **Management arrangements and financial guidelines**

MS Nepal and [partner] hereby agree to administer the partnership in accordance with the following guidelines:

### **MS Nepal financial support**

The financial and personnel support provided by MS Nepal to its local partner organisations in Nepal is dependant on the annual approval by MS Denmark of the MS Nepal budget, which is again dependant on fund raising by MS from the Government of Denmark, other donors and private contributors to the MS.

### **Input from other sources**

[partner] is encouraged to diversify its support and funding base by approaching and applying for funding from other donors and partner organisations. It is, however, [partner]'s obligation to inform MS Nepal about financial and other types of support received from other donors. It is also [partner]'s responsibility to ensure that there is no overlapping with funding for activities similar to those covered by the partnership with MS Nepal. MS Nepal encourages arranging a joint partners' meeting at least once a year, where annual progress and financial reports as well as new action plans can be presented to and discussed with all supporting organisations.

### **Accountability**

The partnership programme will be accountable to the beneficiaries through the planned activities of partnership programme. [partner] will make available to all stakeholders in an easily accessible way any relevant information about the financial affairs and progress of the programme. [partner] and MS Nepal will insist the successful implementation of the partnership programme complying with all the rules and regulations agreed upon in this partnership agreement document.

Accounts will be maintained by [partner] based on the budgeting and accounting procedures of MS Nepal, provided in the "Partners Financial Management Manual" (PFMM). [partner] must maintain a separate bank account for the MS grant. [partner] will be the sole responsible and accountable for all income, expenditure and proper recording of all financial transactions. [partner] will forward to MS by the end of each quarter a quarterly expenditure statement, together with originals of supporting receipts and vouchers. MS Nepal's approval of the account is required, prior to release of the quarterly budget. Budget will be released quarterly.

MS Nepal will provide training for [partner] staff in accounting in order to enhance their capacity for managing proper financial system and in order to fulfil MS requirements. Staffs of MS Nepal can make spot checks throughout the year with or without prior notice to the partner organizations. An auditor appointed by Annual General Meeting of [partner] will do annual auditing and the copy of the report will be made available to MS Nepal.

[partner] will apply to MS Nepal for budget revisions if needed. Budget revisions have to be approved in writing in advance by MS Nepal.

### **Code of Conduct**

Both parties agree to abide by the following Code of Conduct:

- a) Conflict of interest. We will avoid any conflict - real or potential - between our personal interests and the interests of MS and [partner]. We will promptly report any occurrence of such conflict.

- b) Misuse of official position and public resources. We will not seek to influence for private purposes any person or body by using our official position or offering them personal advantages. Likewise, we will not use project property, facilities, services and financial resources for private purposes except when permission is lawfully given.
- c) Respect for laws. We respect the laws of the country.
- d) Proper personal conduct. We will ensure that our private conduct does not compromise our role as an MS employee or employee of [partner].
- e) Active and passive bribery. We will not give, solicit or receive directly or indirectly any gift or other favour that may influence the exercise of our function, performance of duty or judgement. This does not include conventional hospitality or minor gifts.
- f) Anti-corruption. In accordance with the principle of “zero tolerance”, we are obliged to report the suspicion of or evidence of corruption committed by colleagues or others.
- g) Openness and transparency as a rule – confidentiality when required. We will strive to achieve maximum openness and transparency towards our external constituencies. However, confidentiality will be applied when necessary to safeguard the rights of our partners, staff and others.
- h) Non-discrimination. In our work we do not discriminate in respect of gender, colour, religion, culture, education, social status, ethnic belonging or national origin or any other status.
- i) Dissemination of the Code. We will make our Code of Conduct known to our professional partners.
- j) Observance of the Code. We will respect the principles of the Code and we will report any evidence or suspicion of breaches to the Code.

### **Monitoring and Evaluation Procedures**

Good monitoring and evaluation (M&E) systems are an essential element of effective programme management, which will also facilitate a transparent and well functioning partnership programme. [Partner] will undertake to carry out monitoring of progress towards (a) completing agreed outputs and (b) the contribution (outcome) that these have towards achieving the immediate objectives. MS undertakes to provide guidance in carrying out monitoring and evaluation. An MS Nepal Programme Officer (PO) will be appointed as contact person to [partner] and carry out regular visit to assess the result of the partnership at all levels. Based on quarterly review meetings, needs and recommendations by the Programme Officer necessary changes can be made to the programme plan and the implementation procedures.

[A final evaluation will be carried out by an external evaluator in order to assess the impact of the partnership as anticipated in formulation of set objectives and outputs. The evaluation will be carried during the final year of partnership period.]

### **Procurement and Assets**

Assets having a durability of not less than one year and purchased for partnership activities will remain the property of MS Nepal for the duration of the partnership. An assets register for these assets must be maintained, updated and forwarded to MS Nepal on an annual basis. [partner] will bear the responsibility of securely keeping in custody of all assets. At the end of the partnership co-operation all assets will normally be handed over to the [partner]. If, during the partnership period, [partner] does not fulfil its obligations mentioned in the partnership agreement or the organisation ceases to exist, assets will be returned to MS Nepal. A decision to eventually hand over assets to groups of beneficiaries or a like-minded organisation will be made solely by MS Nepal.

### **Mediation and Arbitration Procedures**

The partners to this agreement commit themselves to do their best in fulfilling their roles and obligations described in this partnership document and to pay mutual respect and co-operation in the spirit of partnership. In case of a dispute over the interpretation of the partnership agreement and programme activities, which can not be solved during monitoring or review meetings or through interventions by the management of the partner organisations, it is hereby agreed to form a dispute resolution committee having representatives from both sides.

The dispute resolution committee will be formed, chaired and facilitated by a person who is well aware of the partnership programme implemented; who is independent, i.e. not directly involved in the activities and able to act impartially, and who is respected and accepted by both parties.

Both partners are committed to solve the dispute based upon the resolutions and recommendations put forward by the dispute resolution committee.

### **Mode of operation**

The mode of operation requires on-going cooperation with MS-Nepal's District Team and the planning and implementation of projects throughout the partnership period.

### **Termination of agreement**

Failure to fulfil the conditions of this agreement can constitute grounds for the termination of the partnership. In addition, both parties have the right to terminate the agreement with three months' notice. In the case of mismanagement of funds, termination will be immediate.

Any other clause pertaining to this partnership agreement must be specified below:

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### **Signatures of Agreement**

MS-Nepal and [name of partner] hereby agrees to the Partnership Agreement specified in this document and to administer the partnership in accordance with the Agreement and with the following guidelines:

- Partners Financial Management Manual
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Signed on behalf of [partner]:

Signed on behalf of MS Nepal:

**[name of signatory]**

**Sten Andreassen**

[title in organisation]

Country Director

Date:

Date: