ZOA POLICY FOR PARTNERING WITH LOCAL NGOS

29 March 2018
### Document Change Overview

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<tr>
<th>Title document</th>
<th>Date last amended</th>
<th>Change(s) conducted</th>
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1 PURPOSE AND RATIONALE

- ZOA’s policy on Partnering with Local NGOs ensures a clear and coherent vision and programming within the entire ZOA organisation both in urban and rural areas, in recovery and emergency work.

- The policy applies to partnerships with local/national NGOs and not to CBOs nor to international NGOs.¹

- The policy on Partnering with Local NGOs applies in all ZOA’s operations, both in emergency relief and (early) recovery. The policy is directed primarily towards ZOA staff members engaged in all ZOA activities, both strategic and operational planning, the design and delivery of activities in the field, and those responsible for providing support and training in support of such activities. The policy is also meant to inform partners, donors and other stakeholders.

- This document indicates the different steps in partnering and the required tools and formats to use.

- This policy replaces the previous ZOA policy on Local Partnerships and Capacity Development, which was adopted in 2013. The main difference is that the new policy is more concise and certain tools have been modified.

¹ for international NGOs the guidelines for working in a consortium and for CBOs the ZOA policy on Community Capacity Enhancement. For the definition of CBOs see annex 1. A separate Due Diligence assessment for international organisations is still to be developed.
2 KEY PRINCIPLES AND COMMITMENTS

This document is based on the understanding that ZOA’s work in the area of Local Partnerships and Capacity Development is underpinned by the same set of principles and approaches that apply to all other aspects of ZOA’s work.²

Moreover, the following specific principles and commitments guide this policy:

- ZOA is both implementing directly as well as working with and through local partners. This hybrid approach helps ZOA to be flexible according to the needs and the possibilities in each context.
- ZOA recognises the added value of local partner organisations. They provide specific expertise and context knowledge, they are important for the sustainability of achievements, for legitimacy of specific actions, efficiency and access to insecure areas. Local organisations will stay while ZOA by default will exit the country in time.
- ZOA is signatory to the “Grand Bargain” commitment. Commitment 2 of the “Grand Bargain” focuses on more capacity development support for local and national NGOs so that they will become stronger organisations in humanitarian relief. It also commits to more humanitarian funding to local and national responders as directly as possible (localisation).⁴
- Capacity development of local partners is an important focus for ZOA. ZOAs strategic choice to work in fragile contexts implies that local partners are often also fragile. ZOA does not partner only with strong and capable partners, but ZOA invests in motivated and relevant partners also when their capacities are still limited.
- ZOA aims for strategic, longer term partnerships with local and national NGOs in each programme area. ZOA knows from experience that ZOA can also learn from the technical expertise and context knowledge of the partner organisations and that capacity development is not a one way process. Where possible ZOA involves strategic partners in programme and project planning and review.
- ZOA respects the partners’ mandate, obligations and autonomy; and recognise their constraints and commitments. Mutual accountability and transparency between ZOA and partners are important quality aspects for partnerships. ZOA strives not to undermine the local capacity of the partner.
- Conflict sensitivity and Gender are important topics in the local partnerships and capacity development. Local partners should be conflict sensitive: their work and presence should at least not create nor fuel conflict, but where possible contribute to more social cohesion, trust and peace. They should be gender aware or willing to improve the partner’s vision and practice around gender.⁸

² More extensive information on this can be found in chapters 1.4 and 1.5 of ZOA’s Strategic Plan 2015-2018.
³ But ZOA should not expose local partners to unacceptable risks (“unethical outsourcing of risks”).
⁴ See https://interagencystandingcommittee.org/grand-bargain-hosted-iasc for more information about the Grand Bargain.
⁵ This stems from Core Humanitarian Standard (CHS) commitment 6.
⁶ For example joint evaluations of the partnership, sharing of project documents, partner satisfaction surveys.
⁷ See ZOA peacebuilding policy (2017)
⁸ See ZOA gender policy (2016). Another term for gender aware is gender sensitive. According to the gender policy if the assessment is negative (gender unaware, gender neutral) there are two options: 1) ZOA and the partner work together in enhancing the capacity by making a work plan to improve the partner’s vision around gender, 2) the partner is excluded from working with ZOA. (p. 8). Both topics (gender and conflict sensitivity) will be included in the partner assessment.
3 KEY STEPS AND REQUIRED TOOLS AND FORMATS

3.1 WHO ARE ELIGIBLE AS ZOA PARTNERS?

- ZOA distinguishes partnerships with local NGOs from subcontractors, whom ZOA hires to implement an activity. For local partnerships ZOA applies the required partner tools as mentioned below and in annex II. Capacity development is an important part of these partnerships. Partnerships may expand beyond project duration and include programme level strategic collaboration between ZOA and the local partner.

- Partners are selected based on an adequate partner assessment. ZOA is open to work with partner organisations from different religious or secular backgrounds, but gives preference to an organisation which aligns with ZOA’s Christian identity. However, quality of work and adherence to humanitarian principles will be leading in the decision making.

- Religious institutes are eligible for a partnership agreement if they commit and adhere to humanitarian principles.

- ZOA works with other local actors like local government entities, local private sector or local research institutes. Although the specific principles in this policy apply also to these actors, the mandatory steps and tools in this policy do not apply to them.

3.2 FOUR STEPS IN PARTNERING

The policy on partnering with local NGOs distinguishes four steps in partnering:

1. Programme Planning
2. Partner assessment and selection
3. Partner capacity development
4. Reporting, Monitoring and Evaluation

3.2.1 PROGRAMME PLANNING

- During the programme planning and annual review, ZOA decides in which sectors or areas of work partnerships will be established. Important criteria for this decision are:
  - Existence of local partners with shared vision and values
  - Looking for partners with additional expertise and context knowledge (added value)
  - Working towards sustainability of programme results after phasing out of ZOA;
  - Acknowledging the specific role and added value of ZOA as an INGO in the specific context
  - Government and donor requirements to work with a local partner

- An inventory of potential partners (partner mapping) is part of the programme planning process.

- The programme plan identifies the longer term local partners with whom ZOA works at strategic level (e.g. for joint proposal development, as important resource organisations, partners who participate in the programme review and planning sessions).

- In each programme area ZOA will look for partnerships with local NGOs. ZOA documents the rationale to implement directly or to work through local partners in the Programme Plan, and in the “pre proposal form” for each project.

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9 E.g. consultants, vocational training institutes, commercial enterprises hired to drill a well or build a school. See annex I for the definition of subcontractors and partners.
10 Where possible local organisations will be involved in the programme planning and review
11 They are preferably based in the programme area, but may also be based elsewhere in the country.
• Ideally, for each programme area ZOA has a longer-term strategic partnership (beyond project duration and implementation) with at least one partner, who participates in ZOA strategic thinking at programme level.

3.2.2 PARTNER ASSESSMENT AND SELECTION

• The selection of a partner is based on general minimum criteria; the quick scan, based on these criteria is used to short list potential partners.
• A partner assessment is done for the proposed partner prior to signing a contract with a partner. The partner assessment indicates the potential risks and compliance with ZOA and donor regulations (due diligence). The assessment also evaluates the capacities of the partner organisation.
• Both tools use information from the partner including documentation, but also feedback and references (track record) from the population, peer NGOs, local government and donors.
• ZOA signs the funding agreement (contract) with the partner only after ZOA has done the partner assessment including a follow up plan to mitigate potential risks. This follow up plan needs to be signed by both ZOA and the partner. The funding agreement can only be signed after ZOA has signed the contract with the donor as well.
• Table 1 indicates when a partner assessment needs to be done (and which part) for specific types of contracts. The full partner assessment needs to be done at least once every 3 year.
• Partner contracts with a value above 50,000 Euro are signed by the CPO/CEO of ZOA.
• A Letter of Intent will be signed with partners if the scope of the partnership is beyond project and funding agreement.

Table 1: When to do the partner assessment?

<table>
<thead>
<tr>
<th>Type of contract</th>
<th>&lt; €50,000</th>
<th>Cumulative &lt; €50,000</th>
<th>&gt; €50,000</th>
<th>Cumulative &gt; €50,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 First contract (one year or less)</td>
<td>Light</td>
<td></td>
<td></td>
<td>Full</td>
</tr>
<tr>
<td>2 Consecutive contracts after contract type 1(^{13})</td>
<td>Light</td>
<td></td>
<td>Light</td>
<td></td>
</tr>
<tr>
<td>3 Consecutive short term contracts within 1 year with more than 6 months gap(^{14})</td>
<td>Light</td>
<td></td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>4 Consecutive contract with more than 1 year gap</td>
<td>Light</td>
<td></td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>5 Multi annual contract, before start of contract</td>
<td>Light</td>
<td></td>
<td>Full</td>
<td></td>
</tr>
<tr>
<td>6 Multi annual contract, annually (for contract type 5)</td>
<td>Light</td>
<td></td>
<td>Light</td>
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</tbody>
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3.2.3 PARTNER CAPACITY DEVELOPMENT

• The partner assessment during the partner selection phase is the starting point for capacity development. The annual partner assessment (see 3.2.2) during multiyear contracts is used to evaluate changes and results of capacity development.
• Where needed a more detailed capacity assessment can be done for specific capacities (e.g. financial management, internal governance, technical/sectoral capacities).
• A capacity development plan is made jointly with the partner for each and every partnership and contract. This capacity development plan can be short and simple for shorter contracts focusing on implementation of activities; or more extensive for longer term contracts and partnerships.
• Capacity development can focus on the implementing (technical) capacities of the local partner; but where possible capacity development includes organisational and institutional capacities (e.g. internal governance, donor diversification, strategy development) aiming for strong and independent local partners.

\(^{12}\) If a recent partner assessment (less than 1 year ago) is done with another INGO/donor and this partner assessment conforms to our standards for an assessment, then ZOA does not need to do a separate partner assessment.

\(^{13}\) But after 3 years of consecutive contracts ZOA needs to do a full assessment again.

\(^{14}\) If partner organisation has no (substantial) funding for 6 months or more, then the partner may lose key staff and consequently key capacities may be lost. Therefore ZOA requires to do a new partner assessment if ZOA has not worked with the partner for more than 6 months.
• Coordination among different international partners (or donors) of a partner is crucial for effective capacity development and to avoid duplication of effort or conflicting strategies.
• Capacity development is more than (relative expensive) classroom training sessions. It also includes coaching and on the job training.
• ZOA commits to budget for capacity development (where possible) and to include capacity development expertise (and partner management) in the job profiles for the relevant positions.

3.2.4 REPORTING, MONITORING AND EVALUATION

• Project reporting by the partner follows donor regulations. ZOA remains responsible towards the donor for outcomes, outputs, financial accountability and reporting.
• The ZOA Annual Review requires country teams to report the financing received by each partner from ZOA in the preceding year. This is an important metric for ZOA as a signatory to the Grand Bargain.
• Partner organizations are subject to an external annual (organisational) financial audit (for contract values >€50,000) that includes the verification of contracted amount. The audit is carried out by an independent audit firm that conforms to international audit standards. Audit costs need to be included in partner budgets.\(^\text{15}\)
• Narrative and financial reports are signed off by the partner representative.
• ZOA respects the autonomy of the partner; ZOA’s involvement should not de-capacitate the partner but strengthen the partner in reporting, monitoring and evaluation\(^\text{16}\).
• A joint evaluation of the partnership between ZOA and the partner during and at the end of the partnership (or funding agreement) is an important and informative element.
• Each funding agreement will be formally closed by ZOA writing a closing letter to the partner in which ZOA stipulates any outstanding issues (e.g. cash balance, disposal of project assets, any contracts issues).

\(^{15}\) If based on the partner assessment the partner capacity is evaluated to be too weak to do its own financial management using its own financial systems, then all supporting documentation of expenses done by local partner is integrated in the ZOA system. In this case no separate partner external audit is needed. For ZOA this should be a temporary situation, while supporting the partner in setting up its own financial management systems.

\(^{16}\) E.g. respecting lines of authority of the partner, supporting the partner in setting up its own financial systems instead of integrating the partner financial management in the ZOA system, being mindful of not recruiting partner staff for ZOA positions.
ANNEX I TERMS AND DEFINITIONS

Community Based Organisation (CBO)
Organisations set up by people belonging to a specific community or those set up or sponsored by external agencies for the benefit of the community. They are membership based, strongly rooted in the community and have an interest to serve the community. In general CBOs are organisations in and from the community while NGOs are organisations who work for (and with) the community. The degree of organisation of a CBO can range from very loose and informal to highly structured. Examples of CBOs are: woman groups, local trade unions, traditional organisations like funeral societies, community councils, etc.

Local or National Non-Governmental Organisation (NGO)
Non-profit organisations registered with the national or provincial government with a legal status and with a vision to deliver services to the public (basic services, advocacy, capacity building etc.). NGOs (unlike a CBO) are not necessarily rooted in the community it is serving. The range of work of an NGO may vary from several communities (local NGOs) to the national level (national NGOs).

The practical distinction between CBOs and local NGOs might be that CBOs are organisations of the community (benefiting their own members) while local NGOs are organisations for the community (benefiting the public). NGO staff are not necessarily members of the community the local NGO serves, they often work for wages and are more formally organised and registered.

Faith Based Organisations (FBOs)
Any organisation that derives inspiration and guidance for its activities from the teachings and principles of the faith or from a particular interpretation or school of thought within that faith.

Private sector
In this policy paper the term Private Sector is used for private enterprises that produce goods and provide services. This includes businesses of all sizes, informal-sector enterprises as well as registered and regulated businesses.

Capacity development
Structured and deliberate process to enable the partner organisation to develop itself, in terms of strategic, management and implementation capacity, in order to maximise its reach, impact and sustainability in the society.

NGO Partner
Organisation with whom ZOA works together for a common objective. ZOA signs a contract with this organisation for the implementation of (certain parts of) a project. The partnership can also include collaboration at a more strategic level surpassing the project level. This ZOA policy applies to NGO partners: the different steps and tools are mandatory for the NGO partners.

Subcontractor
Individual or organisation with whom ZOA signs a contract for a specific service. ZOA has no responsibility for capacity development of the subcontractor as it is the responsibility of the subcontractor to have the adequate capacity for delivering the services for which the subcontractor has signed a contract. Examples: construction companies, water drilling company, audit firm, consultant, vocational training centre
## ANNEX II TOOLKITS

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<th>Step</th>
<th>Tool</th>
<th>When</th>
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<tr>
<td>Programme Planning</td>
<td>Programme Plan</td>
<td>During development of programme plan + yearly update</td>
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<td></td>
<td>Partner mapping</td>
<td></td>
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<td>Partner Assessment and</td>
<td>Quick Scan</td>
<td>Prior to partner selection and contracting; updated every year for multiyear contracts</td>
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<tr>
<td>Selection</td>
<td>Partner assessment</td>
<td></td>
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<tr>
<td></td>
<td>Funding agreement (+ annexes)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Letter of Intent</td>
<td>For each strategic longer term partnership beyond the scope of a project</td>
</tr>
<tr>
<td>Partner Capacity Development</td>
<td>Partner Capacity Development Plan (format)</td>
<td>Prior to contracting; updated every year for multiyear contracts</td>
</tr>
<tr>
<td>Reporting, Monitoring</td>
<td>Reporting formats (annexed to contract where relevant)</td>
<td>During implementation</td>
</tr>
<tr>
<td>and Evaluation</td>
<td>Closing letter</td>
<td>At end of funding agreement and/or partnership</td>
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