

Mercy Hands for Humanitarian Aid

Partnership Policy

1- Introduction

Mercy Hands' policy on partnership outlines the principles and approaches that Mercy Hands has agreed are fundamental to its program partnerships.

The policy lays out the seven core principles that underpin the spirit and values of partnership and that should be used to guide all program partnerships. The policy aims to provide a common understanding of Mercy Hands' approach to partnership in order to promote consistency and coherence in our work with partners.

The policy also provides an overview of Mercy Hands' approach to partner Due Diligence assessments and a summary of Mercy Hands' partnership framework and minimum standards for partnership, to inform and guide our partnerships in practice.

Where this policy makes reference to partnership principles, partnership approach and partnership framework, it refers to Mercy Hands' program partnerships.

2- Scope and Purpose

Mercy Hands' policy on partnership outlines the principles and approaches that are fundamental to our program partnerships. It aims to provide a common understanding of Mercy Hands' approach and to promote consistency and coherence in our work.

This policy applies to relationships with international NGOs, national NGOs, Community Based Organizations, and private companies. The policy applies to:

- Project-level **and** strategic-level program partnerships, which may or may not involve the provision of funding;
- One-to-one program partnerships **and** more complex program relationships such as alliances, coalitions and consortia of partner organizations.

The policy does not apply to relationships with UN agencies, donors, multinational or international networks, or private contractors. However, its principles may still provide useful guidance for managing these types of relationship.

The policy is relevant to all Mercy Hands staff whose work has a connection to our programs or to our program partners. It should provide staff with guidance, direction and a framework for negotiations when entering into a program partnership. It should be shared openly with all program partners from the outset of a relationship.

3- Partnership: definition and purpose

Mercy Hands defines partnership as a mutually beneficial and interactive relationship between two or more organizations, which is undertaken for a specific programmatic purpose and which works towards a shared goal of positive and sustainable program impact.

Mercy Hands considers partnerships to be of fundamental importance in the way we work towards achieving our mission. The ultimate purpose of working in partnership is to increase the positive effects for our intended beneficiaries. The benefits include:

- Partnership enables us to utilize the considerable experience, knowledge and contacts of international organization and also of local organizations already on the ground.
- Partnership allows us to deliver sustainable services via existing organizations and service providers (our partners) and to thereby strengthen the overall system, rather than setting up parallel services that would cease to be viable once our funding expired.
- Partnership allows us to combine our resources and expertise with our partners', meaning that we can work more effectively – and achieve more – than we would if working individually.
- Partnership facilitates capacity building and sustainability; whether partnering with a more experienced or less experienced organization, both organizations will develop their skills and capacities through the partnership projects.

4- Partnership Principles

Mercy Hands aims to develop relationships based on trust and respect, and will be guided by the following principles in its program partnerships:

4.1 Shared Goals and Compatible Values

Our partners' goals should align with ours and provide a clearly defined added value to achieving our mission to save lives, sustain human rights and restore a health community

in disaster-affected areas. Our partners' vision, values and ways of working should be compatible with ours.

A shared commitment towards achieving agreed goals is essential for working together. However, this does not mean that all organizational goals must be shared. Mercy Hands seeks a level of compatibility but accepts that there may be some areas of difference in organizational goals or policies. As long as these do not represent a conflict of interest for the project or for the relationship, Mercy Hands and partner organizations can agree to differ.

Core organizational values are less visible and easy to identify than programmatic goals but they are equally important because of the way they influence how organizations work. Mercy Hands recognizes that compatible values are key to developing strong working relationships that will hold together even when facing difficulties.

4.2 Mutual Accountability

Mercy Hands and our partners should be accountable to each other and also to other stakeholders (including donors and beneficiaries) for the partnership's actions, its use of resources, and the delivery of the intended outputs, outcomes and impact of the program.

The mutual rights and obligations between Mercy Hands, partner organizations and the program beneficiaries must be established and formally agreed at the outset of a relationship. Although accountability processes traditionally focus on funding and financial controls, Mercy Hands also acknowledges the need to value and to be accountable for the use of other resources such as information, contacts, skills, experience, local knowledge, materials and equipment.

Some projects will be subject to formal contracts. In these instances Mercy Hands is responsible for ensuring that all donor contractual obligations are properly reflected in the project funding agreement or an alternative legally binding contract with each program partner.

Within the partnership:

- All parties are responsible for providing the agreed inputs, as outlined in the project funding agreement or other legally binding contract. Inputs could include financial contributions, technical support, provision of equipment or staff, or access to training.

- All parties are responsible for delivering the outputs and activities ascribed to them and as agreed between them in the project paperwork; specifically the project proposal, logframe and implementation plan.
- All parties are responsible for ensuring that expenditure falls within acceptable parameters of variance from the agreed project budget.
- All parties are responsible for assessing the potential risks to project delivery and must work together to monitor and manage them on an ongoing basis.
- All parties must ensure they are aware of the project's funding source(s) and the obligations and reporting requirements thereof.
- All parties must maintain appropriate accounting standards and record keeping, in accordance with legal and contractual obligations.

Externally there will also be other accountabilities that will need to be complied with:

- Mercy Hands is accountable to our donors and to our intended beneficiaries.
- Our partner organizations' accountabilities will be different and may include their members, government, and other funding agencies. Ultimately they too should be accountable to their intended beneficiaries and/or the communities they represent.

4.3 Ownership

Ownership of the program and its outcomes should be shared among all partners. Partners should take appropriate management responsibility for the program and consider that it belongs to them.

Program ownership by partner organizations and/or the communities involved is an essential ingredient for motivation and for the sustainability of key activities in the long-term.

4.4 Openness and Understanding

The partnership should foster an open and participatory dialogue, with an emphasis on consultation and sharing of information from the earliest stages of the partnership. Partners should be able to discuss their concerns openly and without fear that it may affect the flow of funding.

Mercy Hands believes that openness and honesty are essential in a working relationship in order to develop understanding and to build trust over time. If and when challenges occur, partners should adopt a positive approach to problem solving, focused on understanding

what went wrong and how they can work together to get things back on track, rather than attributing blame.

Mercy Hands believes that all members in a partnership need to:

- Take the necessary time and effort to get to know and understand other partners;
- Share information and opinions on matters of joint interest;
- Be transparent on financial matters;
- Have the right to speak out;
- Respect each other's opinions;
- Treat difficulties as shared problems and discuss them constructively;
- Agree on conflict resolution mechanisms at the outset;
- Be willing to be flexible and adapt to each other.

4.5 Joint Learning and Mutual Support

The partnership must be committed to learning from its actions, its successes and its mistakes. Mercy Hands and partner organizations should provide the necessary time, space and environment to facilitate formal and informal learning, and to ensure that all parties act upon lessons learned.

Mercy Hands recognizes that learning is a crucial element in any successful partnership and that all partner organizations need to work together to create a mutually beneficial learning environment, and take the time to reflect on their own practices, share their experiences openly, and act upon any learning that emerge.

Mercy Hands is committed to strengthening learning practices and to supporting a structured approach to learning that provides opportunities for reflection, joint learning reviews and that facilitates learning processes between our partner organizations.

Through learning together, and through changing our actions and behavior as a result of lessons learned, we can improve relationships with and between partner organizations and improve the positive impact on the lives of our beneficiaries.

4.6 Respect

All partners have a right to be at the table, and must have mutual respect for all other members of the partnership, irrespective of the size or power of any individual partner.

The partnership should not be dominated by any one organization and all partners should expect to be treated fairly.

Mercy Hands and partner organizations must respect each other's mandates, obligations, principles and independence. Partners should be aware of the power dynamic within the relationship (for example, with regards to control of resources), but must work to ensure this does not become a form of control. Partners need to have confidence that the partnership will not be dominated by any one organization, and that everyone's voice will be heard.

A strong relationship requires that partners should be recognized for all of their contributions; not simply those that are measurable in terms of cash value or public profile.

4.7 Integrity

Mercy Hands and partners should conduct all business and professional matters of the partnership and program with honesty, truthfulness and sincerity, while remaining fair and ethical in the most difficult situations.

Both Mercy Hands and its partners have an ethical obligation to each other to accomplish their tasks with integrity and in a responsible and appropriate manner.

Mercy Hands has a set of minimum standards for partnership (see Appendix 1) and will not enter into partnership with organizations that cannot meet them. The list of 12 criteria decrees that Mercy Hands will not work with, for example, organizations linked to terrorism or with a history of fraudulent or illegal activity.

5. Mercy Hands' Approach to Partnership

5.1 Partnership Framework

Mercy Hands follows a framework for partnership that mirrors and aligns with the project lifecycle (See Appendix 2).

5.2 Working With Partners

Mercy Hands works with partners (not through them). Working with partners means:

- Collaborating to achieve shared goals;
- Contributing more than just financial inputs;
- Valuing and respecting partner approaches, opinions and creativity; and
- Supporting capacity development and working towards sustainability.

5.3 Wider Collaboration

Mercy Hands is committed to developing relationships where partner organizations can collaborate beyond the immediate work of the program, both formally and informally. This might include cooperating on advocacy activities or working together to build or strengthen alliances and networks.

5.4 Due Diligence

Mercy Hands is committed to ensuring that we choose the right partners to work with and that we understand every partner organization's strengths and weaknesses and the implications thereof for program design and management.

Before entering into a formal partnership, Mercy Hands carries out a Due Diligence exercise with each potential partner, to assess the organization's structure and governance, key capacities and reputation. This is to ensure that we have a full and complete picture of the organizations that we partner with, and to enable us to tailor-design projects that the partnership can implement and deliver successfully. The Due Diligence process is carried out using the Partner Assessment Form (Appendix 3).

If the Due Diligence exercise reveals weaknesses in a partner organization, this does not necessarily mean that Mercy Hands shouldn't work with them (although this may very occasionally be the case). Rather, it provides a forum to review and discuss the potential implications for the project and how we should respond to them. For example:

- Does Mercy Hands need to offer additional support to the partner, and if so, how should this be provided?
- Should Mercy Hands put in place extra controls or closer monitoring processes, to safeguard project delivery?
- Is it necessary/appropriate for Mercy Hands to support the partner with capacity building, and if so, what are the priority areas and why?

The Partnership Committee, which is made of the General Administrator (member), Director of Finance (member), Regional Coordinator (member), and Executive Director

(chair) will review the results of the Due Diligence assessment, including the filled out Partner Assessment Form, and decide on the partnership.

5.4 Organizational Development

Mercy Hands is committed to supporting the capacity building of individual partner organizations and also of networks, consortia and coalitions where appropriate. This will be directed by the findings of the Due Diligence exercise (see above), and will be influenced by the following factors:

- **Type of partner organization:** Mercy Hands-supported capacity building is usually more appropriate for smaller organizations such as small national/local NGO partners.
- **Project complexity:** partners involved in large, complex projects or programs require particularly high levels of capacity in order to deliver the project successfully, and could therefore be more likely to require capacity building than partners involved in smaller, more straightforward projects.
- **Receptiveness of partner:** the partner organization must be willing to collaborate with Mercy Hands to address the identified capacity gaps, in order for a capacity building plan to be successfully drawn up and implemented.

Mercy Hands-supported capacity building could take the form of:

- Full or partial funding for formal external training, i.e. workshops, courses or dedicated support from external consultants or technical specialists;
- Mercy Hands-led training, mentoring or consulting activities; and/or
- Facilitating contact between partner organizations and others and encouraging collaboration to promote synergies, skills transfer and mutual learning.

5.5 Tailored approach

Mercy Hands negotiates appropriate ways of working with each partner organization, and forms of support to suit the individual circumstances.

5.6 Sustainable outcomes and impact

Mercy Hands seeks to achieve sustainable project outcomes and impact. Mercy Hands works with partners to develop strategies for lasting change, whereby partners are enabled to take over the provision or mobilization of resources necessary to continue key project activities when Mercy Hands funding ceases at the end of the project lifespan. This exit planning is incorporated into all projects from the outset and is clearly articulated in the project documentation.

5.6 Formal Agreement of Partnership

If Mercy Hands and partner organization(s) agree that it would be mutually beneficial to work together over a long period of time, a Memorandum of Understanding (MoU) can be drawn up, if desired (Appendix 4). The MoU agrees an overall goal and vision for the partnership and how it might develop over a defined period of time. It outlines a strategy for working together and examples of the type of collaboration or projects that might be embarked upon.

An MoU does **not** contain any project-specific details such as planned activities, outputs, funding details or timetables. These are drawn up in individual project funding agreements as required, later in the partnership process.

6- Amendment

- Development and review of the Partnership Policy is the responsibility of the Director of the Executive Director.
- Approval and sign-off of the Partnership Policy is the responsibility of the Board. Any substantial changes to the policy require approval and sign off.
- The Partnership Framework and its associated tools are under regular review, and any changes made must be in line with the overall Partnership Policy.

7- Appendices

Appendix 1: Mercy Hands' minimum standards for partnership

In order to enter a program partnership, Mercy Hands should be satisfied that NONE of the following criteria apply to the organization under consideration. These criteria are reviewed in the first stage of Mercy Hands due diligence assessment, which takes place with all potential project partners during the project conceptualization process.

If any of these criteria apply, Mercy Hands will normally not enter into partnership with the organization in question. In exceptional circumstances however, the project design team can apply for the decision to be reconsidered, provided that they can explain and justify the situation to senior management, and demonstrate that the issue is not serious enough to pose an unworkable risk to Mercy Hands and to the planned project.

Partnership minimum standards: NONE of the following statements should apply to the organization under consideration for partnership.

- The organization's mission and values are in conflict with Mercy Hands' own.
- The organization intentionally discriminates against people on the grounds of religion, politics, race, tribe, caste, age, disability, gender, ill-health, sexual orientation etc.
- The organization is found involved in exposing beneficiaries, including women, children and other marginalized groups, to any form of abuse and exploitation.
- Funding the partner would cause conflict or have legal implications for any other existing partnerships or relationships, including with donors.
- The organization is suspected of furthering its aims through violence or terrorist activities and/or has some connections with terrorist groups.
- The organization implicitly or explicitly hopes to use its work with Mercy Hands for converting program stakeholders to any kind of political or religious belief.



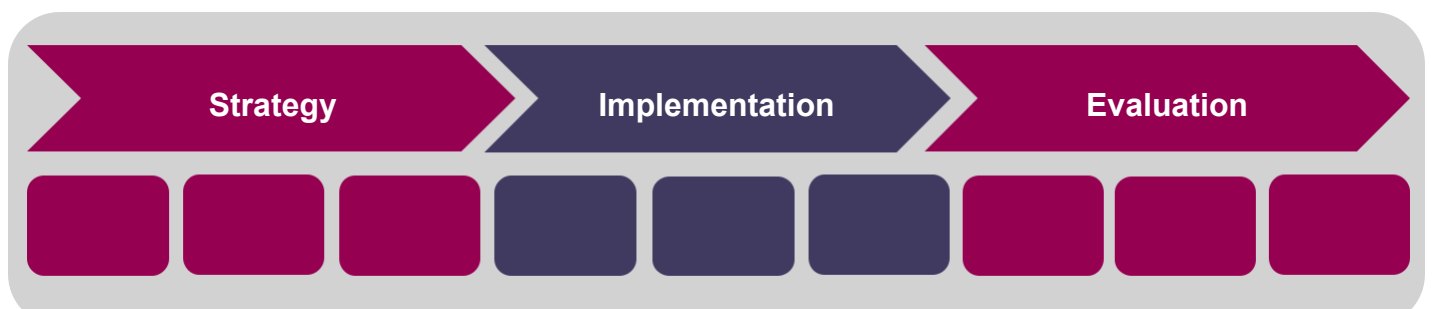
- The organization is not appropriately registered as a legal entity under various acts of the local laws.
- The organization has not complied with the laws under which it was formed.
- The organization and/or its executives have been found involved in fraudulent or illegal activities as per credible sources.
- The organization is bankrupt, being wound up, under administration by the courts, entering arrangement with creditors, has suspended business activities or is the subject of legal proceedings.
- The organization has been convicted of an offence concerning professional conduct in the last two years.
- The organization has been blacklisted by government, regulatory, monitoring, or another oversight body.

Appendix 2: Partnerships in practice: partnership framework

Mercy Hands follows a framework for partnership that mirrors and aligns with the project lifecycle. This framework puts a formal structure around partnership activity, helping to ensure that appropriate implementing partners are selected, that the project is properly planned and implemented, that performance is monitored, and that regular reviews take place to make decisions about the future of the project and the partnership.

The framework structure is shown below. Detailed guidelines exist for each phase, outlining the key activities that should take place and best practice examples of how to approach them. A series of tools support each phase of the framework.

Mercy Hands' Partnership Framework



A summary of the key activities that Mercy Hands considers essential for each phase is as follows.

Partnership strategy

a) Partner selection: Potential partners are identified and selected, ensuring that they meet the basic minimum standards outlined in Mercy Hands' Due Diligence tool. The purpose and goals of the partnership are established, and Mercy Hands and partner organizations develop a basic understanding of each other.

b) Planning: Mercy Hands and partner organization(s) discuss and identify common program interests. A due diligence exercise is carried out to assess the partner organization's structure, key capacities and reputation, so that Mercy Hands has a full and complete picture of the organization(s) that funds will be transferred from or to, and to enable a project to be tailor-designed that the partnership can implement and deliver successfully.

Mercy Hands and the partner draw up project planning documentation jointly, to include a proposal, log frame and budget. Project outputs and other performance indicators are agreed. Capacity building plans are drawn up if appropriate/necessary.

c) Inception: The project contract is drawn up and signed, outlining the specific deliverables and funding arrangements of the project. An implementation plan is produced to detail the timeframes and responsibilities for all activities. Monitoring and reporting expectations are agreed, and the project is launched.

Partnership implementation

a) Delivery: Mercy Hands and partner organizations carry out the planned program of work, in line with the project implementation plan. Mercy Hands provides support for any planned partner capacity building.

b) Monitoring: The project's activities, finances, risks and performance measures are tracked and monitored, along with the health and functioning of the partnership itself. Any shortfalls or challenges are reviewed and discussed by all partners, with a view to getting things back on track.

c) Reporting and revising: Data collected from monitoring activities is consolidated into regular reports to communicate performance. Mercy Hands and partner organizations agree and implement any necessary adjustments in response to learnings or changing circumstances.

Partnership evaluation

a) Partnership review: Informal reviews of the partnership will have been taking place throughout the relationship (as outlined above), but a more formal review should take place as the project comes to the end of its life cycle. Mercy Hands and the partners should ensure that both the project and partnership are evaluated to document their respective successes, challenges and learnings.

b) Learning: Mercy Hands and the partners should work jointly to capture the learnings and experiences of the partnership and disseminate the findings so they can be used to inform decision-making about the project, and to feed into wider debate on program policy and partnership approaches within Mercy Hands.

c) Sustain or exit: An informed decision is made about the project and the partnership's future, based upon data from the partnership review, learnings, project evaluation, project

performance statistics and the ongoing strategic priorities of Mercy Hands and the partners. A decision will be made either to:

- Continue the project partnership by identifying a new goal and objectives to renew the project into a phase of operations, or to establish a new project;
- End the project partnership and move instead into a new era of strategic partnership, for example collaborating on advocacy or policy-related activities; or
- Exit the partnership altogether, for example if a new phase of the project is not viable or appropriate, and if the partners do not wish to collaborate on other matters.

Partnerships may occasionally end unexpectedly if it becomes clear that the project is seriously failing, if inappropriate behavior is identified, if financial support is unexpectedly withdrawn or if unforeseen circumstances deem the project to be no longer necessary. In this event, Mercy Hands and partners should work together to minimize any negative effects to beneficiaries and other parties.

Mercy Hands ensures that an exit strategy is put in place during project conceptualization, which guides the process of ending the partnership. It sets out how program activities and outcomes can be sustained and ensures the future independence of partner organizations. It also that all parties in the relationship have realistic expectations from the outset for how the partnership may evolve, transform or end and are fully prepared for the ultimate phasing out of the relationship.



Appendix 3: Partner Assessment Form

PARTNER ASSESSMENT FORM

Instructions	<ul style="list-style-type: none"> The requested information is required as part of Mercy Hands' due diligence requirements for all prospective partners. If a section does not apply, briefly state why the section does not apply. Include all required mandatory attachments. Upon completion, submit to Mercy Hands' representative in Microsoft Word for review.
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Documents Attached	<input type="checkbox"/> Mercy Hands Procurement Policy <input type="checkbox"/> Mercy Hands Whistleblowing Policy <input type="checkbox"/> Mercy Hands Anti-Fraud Policy
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1. PARTNER OVERVIEW

Official Organization Name		Organization Acronym	
Organization Address			
Organization Contact Person			
	Email Address:		
Organization Type (Select all that apply)	<input type="checkbox"/>	National NGO	
	<input type="checkbox"/>	Community-Based Organization	
	<input type="checkbox"/>	International NGO	
	<input type="checkbox"/>	Other, please identify:	

2. GENERAL ORGANIZATIONAL INFORMATION

2.1 New or Existing/Previous Partner	
Is your Organization:	<input type="checkbox"/> A new prospective partner (i.e. has never worked with Mercy Hands) <input type="checkbox"/> An existing or previous partner of Mercy Hands

2.2 Organizational Background Information	
Indicate the Organization's formation date:	
Indicate the Organization's country of formation:	
Provide a brief description of the Organization, including its formation, operations, structure, mission, and vision. <i>Maximum 200 words.</i>	

As of the date of the immediately preceding fiscal year, which government bodies were the Organization registered with? <i>Maximum 100 words.</i>

3. PARTNERSHIPS WITH MERCY HANDS

3.1 Existing and Previous Partnerships with Mercy Hands				
If applicable, please list any existing and/or previous partnerships you have had with Mercy Hands. Indicate the project name, the project start and end year, project budget, project implementation countries, and your Organization's role (for example: lead applicant, implementing partner).				<input type="checkbox"/> N/A
Project Name	Project Start and End Year	Project Budget	Project Country/ies	Organization's Role

4. HUMAN RESOURCES

4.1 Employee Headcount	
How many employees does your Organization employ? Include a breakdown of full-time staff, part-time staff, contract, etc., if applicable.	
Have there been any changes in the Organization's management or financial staff during the last 12 months? (i.e. changes in high-level staff, including the Organization's senior management, the Program/Project Manager, accounting staff).	<input type="checkbox"/> Y <input type="checkbox"/> N If yes, please describe:
What do you anticipate your employee headcount to be 12 months from now? Include a breakdown of full-time staff, part-time staff, contract, etc., if applicable.	
What is the Organization's attrition rate?	
How many management staff (i.e. senior management, program/project manager, project-staff) does the Organization employ?	
How many finance staff does the Organization employ?	
Mandatory Attachments	
1. Organizational Chart:	



5. GUIDELINES AND POLICIES

5.1 Key Guidelines and Policies	
Please review Mercy Hands' Procurement Policy, Whistleblowing Policy, and Anti-Fraud Policy attached to this Partner Assessment Form. Indicate: "Y" if your policy meets or exceeds Mercy Hands' policies; "N" if your policy does not meet or exceed Mercy Hands guidelines, or if you do not have the policy but it is applicable to your work; "N/A" if the policy is not applicable to your work.	
Child Procurement Policy Do you agree that your Organization's procurement policy meets or exceeds Mercy Hands' procurement policy?	Yes N N/A
Whistleblowing Policy Do you agree that your Organization's whistleblowing Policy meets or exceeds Mercy Hands' Gender whistleblowing policy?	Y N N/A
Anti-Fraud and Anti-Corruption Do you agree that your Organization's Anti-Fraud Policy meets or exceeds Mercy Hands' Anti-Fraud Policy?	Y N N/A

5.2 Additional Policies	
Indicate the additional policies your Organization has documented.	
Conflict Of Interests Does the Organization have a Conflict of Interests policy? If yes, please attach.	Y N
Code of Conduct Does the Organization have a Code of Conduct? If yes, please attach.	Y N
Security Policy and Procedures Does the Organization have a security policy and security procedures? If yes, please attach.	Y N
Do you have any other relevant policies you would like to share? Please list below.	

6. BOARD

6.1 Board Composition	
Indicate the number of Board members:	
How often does the Board meet?	
Is the Board actively involved in decision-making?	Y N
Do any of the Organization's Board members, directors, employees or other representatives or their close family members that hold governmental positions? If yes, explain below. <i>Maximum 100 words.</i>	Y N

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Are any of the Organization's Board members or directors directly associated with Mercy Hands? If yes, explain below. <i>Maximum 100 words.</i>	Y N				
Mandatory Attachments					
1. Short biographies of each member of the Board in the following format:					
Name	Role on Board	Professional Job Position	Country of Residence	Highest Level of Education Attained	Professional Affiliations

7. FINANCIAL INFORMATION

7.1 Financial Projections

Please provide projected revenue for the current fiscal year:	•
Please provide projected expenditure for the current fiscal year:	•

7.2 Financial Statements

In the past five years, has the Organization received a qualified audit opinion or an audit report with an emphasis statement?	<input type="checkbox"/> Y <input type="checkbox"/> N
If yes, why was it qualified or why was there an emphasis included? <i>Maximum 100 words.</i>	
•	
Mandatory Attachments for New Prospective Partners	
Copy of the articles of incorporation or other registration documents.	N/A
If applicable, copy of the certificate of charitable status:	N/A
• For all country charities: submit a copy of the relevant charitable status documentation	
Organization's two most recent annual reports.	N/A
Organization's two most recent audited financial statements, if not included in the annual report.	N/A
Organization's two most recent government filings (i.e., tax returns).	N/A
If you selected "N/A" for any of the mandatory attachments listed in this section, please provide	



an explanation below as to why the requested attachment is not applicable. *Maximum 100 words.*

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8. FUNDING

8.1 Tracking Funds

In which currencies does the Organization operate?

Does the Organization have bank accounts in multiple currencies? Y
If yes, provide details below. *Maximum 100 words.* N

How does (or will) the Organization track funds from individual donors? *Maximum 200 words.*

8.2 Funding History

In the past three years, has the Organization received funding from private foundations, or public or private sources? If yes, provide the following information:

Name of Funder	Type of Funder	Amount	Project	Date of receipt

9. PUBLIC / EXTERNAL RELATIONS

9.1 External Relations Information

Indicate if the Organization has participated, or is participating, in any of the following activities. If yes, please provide a description. *Maximum 100 words.*

Activities that may be lobbying (lobbying as defined in the Organization's own jurisdiction and the jurisdictions in which the Organization works or plans to work)	<input type="checkbox"/> Y <input type="checkbox"/> N	
Activities that may be political	<input type="checkbox"/> Y <input type="checkbox"/> N	
Controversial activities (any activity stimulating prolonged public dispute, debate or contention) in which the Organization has or is participating in	<input type="checkbox"/> Y <input type="checkbox"/> N	
Has the Organization encountered any of the following items? If yes, please provide a description. <i>Maximum 100 words.</i>		
Violations of any statutory rules and/or regulations	<input type="checkbox"/> Y <input type="checkbox"/> N	
Negative press either locally or internationally	<input type="checkbox"/> Y <input type="checkbox"/> N	
Positive press (positive media attention or the recipient of any awards within the last two years)	<input type="checkbox"/> Y <input type="checkbox"/> N	

Lawsuits (within the last two years)	<input type="checkbox"/> Y <input type="checkbox"/> N	<i>If yes, include outcome of the lawsuit:</i>
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10. REFERENCES

10.1 References				
Provide three Organizational references (i.e. previous donors, investors, country stakeholders) that can attest to the quality and impact of your work.				
Organization	Address	Contact Name	Contact Title	Phone / Email

Appendix 4: Mercy Hands' Memorandum of Understanding Template



**MEMORANDUM OF UNDERSTANDING
BETWEEN
MERCY HANDS FOR HUMANITARIAN AID
AND
[COMPLETE NAME OF PARTNER]**

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (MOU), dated [REDACTED], 2019 between [COMPLETE NAME OF PARTNER] ("PARTNER") an organization [SPECIFY TYPE; for example: *not-for-profit*] established under the laws of [COUNTRY] with its Headquarters in [LOCATION, COUNTRY] represented by [REPRESENTATIVE OF PARTNER], [TITLE]; and Mercy Hands for Humanitarian Aid (Mercy Hands), an Iraqi NGO with its Headquarters in Baghdad, Iraq, represented by Khaldoon Al-Moosawi, Executive Director; collectively referred to as "the Partners".

II. INTRODUCTION

[PARTNER] is an organization [SPECIFY TYPE; for example: *not-for-profit*] established with the goal of [GENERAL GOAL; for example: *the conservation of biodiversity in the areas where it works, within a framework of sustainable development*] in [COUNTRY];

Mercy Hands is an NGO duly registered in Iraq on October 2004 under registration No. 1125682. Mercy Hands' vision: We aspire to live in a society where justice prevails, law rules, individual and group rights are preserved, differences are acknowledged and welcomed, people work together to develop and sustain resources for future generations, and man made disasters are virtually nonexistent. Mercy Hands' mission: To work in conflict torn and disaster-affected areas to save lives, sustain human rights and restore a healthy community. We serve people in need, regardless of their religion, gender, ethnicity or political affiliation;

WHEREAS, this Agreement has as its objective the collaboration and participation of both organizations for the [GOAL] in [COUNTRY]; and for this reason this Agreement facilitates the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial and institutional collaboration in the area of [GOAL].

The Partners wish to work together and in compliance with the following clauses:

III. GOAL

INCLUDE A GENERAL DESCRIPTION OF THE GOAL OF THIS AGREEMENT

IV. AREAS OF COLLABORATION

DESCRIBE AREAS OF COLLABORATION BETWEEN MERCY HANDS AND [PARTNER]

FOR EXAMPLE:

Learning and building capacity. This can include the sharing of knowledge and lessons learned, organizational development and sustainability, sustainable finance, and conservation initiatives. CONSERVATION, COMMUNICATIONS AND BUILDING A CONSERVATION ETHIC. This can include sustainable strategies as well as communications that will build public conservation awareness and support for conservation.

V. RESPONSIBILITIES OF MERCY HANDS

DESCRIBE MERCY HANDS' RESPONSIBILITIES UNDER THIS AGREEMENT

FOR EXAMPLE:

PARTNER will work with PARTNER to create, implement, monitor and evaluate annual work plans that identify specific objectives and activities of interest to both Partners in [COUNTRY], particularly in the region of [REGION] (the "Work Plans", which are incorporated in this agreement by reference.

Within the context of specific projects, PARTNER will work with Partner to establish mutually amenable methods of coordination which will be included as part of the Work Plans mentioned above.

VI. RESPONSIBILITIES OF [PARTNER]

DESCRIBE THE RESPONSIBILITIES OF PARTNER UNDER THIS AGREEMENT

FOR EXAMPLE:

Assign volunteers from Partner to work with PARTNER, with other partners of PARTNER, or with other regional or local organizations, to conduct activities agreed upon by both parties, to assure that work is completed in accordance with the approved Work Plan.

VII. DUE DILIGENCE

The [PARTNER] shall agree with Mercy Hands' Partnership Policy and Minimum Standards for Partnership (attached).

Mercy Hands may request copies of documents to ensure that [PARTNER] meets the criteria of a legitimate organization and that [PARTNER] meets appropriate standards of capacity, competence, and financial accountability. These documents may include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of [PARTNER]'s bylaws and/or articles of incorporation. [PARTNER] agrees to notify Mercy Hands immediately of any change in [PARTNER]'s status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against [PARTNER].

VIII. PRINCIPAL CONTACTS

The Principal Contacts for each one of the organizations is:

[PARTNER]:

[NAME OF PRINCIPAL CONTACT]

[TITLE]

[ADDRESS]

[TELEPHONE]

Mercy Hands:

[NAME OF PRINCIPAL CONTACT]

[TITLE]

[ADDRESS]

[TELEPHONE]

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

IX. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, can be used by either party for non-profit, non-commercial purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

X. EFFECTIVE DATES AND AMENDMENTS.

This MOU shall take effect upon signing by both Parties and shall remain in effect for a period of one year from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

The MOU may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement by both Parties.

Any Party may terminate this MOU and any related agreement, workplan and budget at any time and for any reason by giving thirty (30) days prior written notice to the other Party; provided, however, that in the event [PARTNER] fails to perform any of its obligations under this MOU Mercy Hands shall have the right to terminate this MOU and any related agreement, workplan and budget immediately upon written notice.

The individuals signing this MOU on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOU shall have been duly executed by the entity each represents.

XI. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOU does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to PARTNER's obligation to expend PARTNER funds solely in accordance with the agreed upon budget and the line items contained therein.

XII. NO JOINT VENTURE

Notwithstanding the terms "Partners" and "Partnership", the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

ENTIRETY

This Agreement, including all Annexes, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

Signed on and behalf of:

Signed on and behalf of:

[FULL NAME OF PARTNER]

MERCY HANDS FOR HUMANITARIAN AID

Name: [FULL NAME OF REPRESENTATIVE]

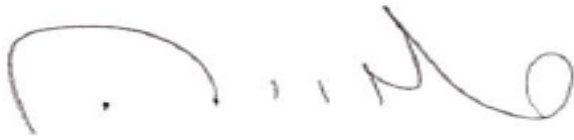
Title: [TITLE OF REPRESENTATIVE]

Date: [DATE]

Name: [FULL NAME OF REPRESENTATIVE]

Title: [TITLE NAME OF REPRESENTATIVE]

Date: [DATE]



Khaldoon Al-Moosawi
Executive Director
October 2019