

**PROJECT PARTNERSHIP AGREEMENT 2013**



**streetkidsdirect**

**AGREEMENT BETWEEN**

**STREET KIDS DIRECT**

**(REGISTERED UK Charity No 1102894)**

**AND**

**XXXX**

**(REGISTERED *COUNTRY* NGO No.....)**

*DD/MM/YYYY - DD/MM/YYYY*

**Street Kids Direct** (herein referred to as '**SKD**') based in Amersham, UK aims to develop a positive and effective working partnership with **XXXX** (herein referred to as '.....') based in *TOWN/DISTRICT, COUNTRY*, based on

- **RESPECT**
- **COMMON VISION**
- **HONESTY**
- **RESPONSIBILITY**

We aim to ensure that our organisations' efforts promote the sustainability of **XXXX's** work and operate with the best interests of the rights of the child as a priority at all times.

**XXXX WILL BE RESPONSIBLE FOR:**

**1. Management/ Governance Issues**

- 1.1 Maintaining a properly constituted Board of Directors that meets on a regular basis.
- 1.2 Notifying SKD as soon as possible of any strategic-level decisions made by the Board or other committees, groups or networks, that could affect the partnership
- 1.3 The day-to-day planning and implementation of the project.
- 1.4 Developing and implementing a Child Protection Policy, ensuring effective systems are in place for adequate protection of all children accessing the services of XXXX.
- 1.5 Informing SKD as early as possible of changes in programme management staff, address and location, bank details and other relevant particulars.
- 1.6 Managing staff recruitment for each staff member, ensuring that local employment legislation is followed. This will involve pastoral care for the staff team, training, debrief and reviewing staff duties, salaries, conditions and support structures.

## **2. Communication/ Reporting/ Consultation Procedure**

- 2.1 Communicating to SKD as soon as possible any issues presenting risk and/or threat to partnership, programme implementation, and/or donor agreements; this includes, but is not limited to, child protection violations, financial impropriety, significant staff turnover, and security concerns.
- 2.2 Prior consultation with SKD if considering significant changes to agreed project plans and/or budgets.
- 2.3 Project reporting in a timely manner to SKD:
  - Quarterly update reports (Jan-Mar, Apr-Jun, July-Sept, Oct-Dec);
  - Annual report due for each calendar year;
  - Reports as stipulated by other donors that SKD is responsible for.
- 2.4 Annual reporting that should:
  - Be completed in SKD reporting formats;
  - Include audited financial reports.
- 2.1 It is vital that ONE PERSON from XXXX be designated as being responsible for communication with SKD as the 'main contact'.

## **3. Finance**

- 3.1 Operating a local bank account.
- 3.2 Acknowledging all donations made to the project through SKD with receipts supplied to SKD within 2 weeks of funds received in XXXX's account.
- 3.3 Accounting for XXXX expenditure against the funds made available by SKD in all reports. The financial reports should include:
  - Income received from SKD and other sources;
  - Expenditure incurred against each budget line item; and
  - The balance at every end of quarter in cash and at bank.
- 3.4 Informing SKD immediately of any anticipated variance in expenditure of more than 10% of the total agreed budget or more than 10% of specific budget lines.
- 3.5 Organising annual audits and timely publication of audited accounts.
- 3.6 Working towards the long-term financial sustainability of the project by creating sustainable funding and seeking local support.

## **4. Other**

- 4.1 Disseminating good practice and relevant experiences of SKD in the region through various forums.
- 4.2 Facilitating links with other non-governmental organisations (NGOs) and community-based organisations which are working within SKD's areas of interest.

## **SKD WILL BE RESPONSIBLE FOR:**

### **1. Management Issues**

- 1.1 Assisting XXXX in the identification of international donors.
- 1.2 Acting as a bridge between international donors (including individuals and companies) and XXXX where donors prefer to work through a UK based charity.

## **2. Communication/ Consultation Procedure**

- 2.1 Providing information to XXXX well in advance of deadlines of all reporting and other information requirements.
- 2.2 Consulting XXXX in advance of taking any significant action on their behalf or which may impact on their work.
- 2.3 Consultation with XXXX prior to visits of the Director to agree timing and objective of visits etc.

## **3. Finance**

- 3.1 The safe receipt of funds from donors via SKD, and accounting for those funds to the UK Charity Commission and other authorities as per UK current legislation.
- 3.2 The timely transfer of funds from SKD to XXXX
- 3.3 The production of financial reports from financial information provided by XXXX to meet the requirements of each donor to which SKD reports.
- 3.4 The review of financial reports from XXXX to ensure their accuracy and veracity.
- 3.5 Transferring funds to the XXXX bank account and not into the bank account of any individual.

## **TERMINATION OF PARTNERSHIP**

This agreement may be terminated and grant(s) withdrawn or suspended under the following circumstances:

1. If XXXX wishes to end the partnership.
2. If XXXX fails to provide the services specified under this agreement and under the terms of the project proposal, in particular, if there are cases of financial impropriety or non-adherence to Child Protection Policy and principles.
3. If XXXX refuses to co-operate with an audit or evaluation requested by SKD or fails to submit audited accounts.
4. If XXXX uses funding raised by SKD for purposes outside those of the grant application without first obtaining the consent of SKD's Director or his designee.
5. If any of the principal officers of XXXX is convicted of an offence including but not limited to child protection violations or impropriety in the management of the resources of the project.
6. If XXXX's NGO status in *NAME OF COUNTRY* is revoked or suspended or if the project becomes illegal by reason of any act or order of the government or is prohibited by any lawful authority.
7. If XXXX merges with another organization, or forms/becomes part of an organizational entity different from the one named in this agreement. (In such an event, as per the discretion of SKD, a new partnership assessment will be undertaken in line with SKD's partnership selection process as outlined in Programme Partnership Principles (establishment of new partnership is not automatic or guaranteed).

SIGNED for and on behalf of **STREET KIDS DIRECT** by

\_\_\_\_\_  
Signature and name of SKD Trustee

SIGNED for and on behalf of **XXXX** by

\_\_\_\_\_  
Signature and name and position of person responsible for XXXX

\_\_\_\_\_  
Date