



Partner Housing Australasia (Building) Incorporated
 ABN 88 722 057 429 CFN: 15429
 Web: www.partnerhousing.org
 Pro-bono professional services and funding for South Pacific
 village infrastructure, housing, water, sanitation and training.



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Partner Housing is a signatory to the ACFID Code of Conduct, which is a voluntary, self-regulatory sector code of good practice. As a signatory we are committed and fully adhere to the ACFID Code of Conduct, conducting our work with transparency, accountability and integrity.

Partnerships and Collaboration Policies and Procedures



Declaration – These policies and procedures have been approved by the Partner Housing Australasia (Building) Incorporated General Meeting of 3 April 2023. They set out the means of complying with the “Constitution & Code of Conduct”, and the requirements of the Australian Department of Foreign Affairs and Trade (DFAT) and the Australian Council for International Development (ACFID).

Signed

Rod Johnston, President, Partner Housing Australasia (Building) Incorporated

Adoption of Document Revisions

Reference	Revision	Date of Adoption	Principal Amendments
P23040331	1	3 April 2023	Revision to align with Vision, Mission, Values & DFAT requirements

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Vision

Partner Housing Australasia is an entirely voluntary organisation, which aims to transform the lives of people living in Asia-Pacific villages by improving the cyclone, earthquake, and tsunami resistance of their houses, clinics, schools and community buildings; and by providing clean water supplies and hygienic sanitation.

Commitment

Consistent with the vision, Partner Housing Australasia is committed to developing professional working relationships with Partner Organisations, while simultaneously respecting local customs and their aspirations, exercising integrity, and applying due diligence and safeguards that preserve rights of all stakeholders.

Code of Conduct

Partner Housing Australasia is a signatory to the ACFID Code of Conduct, which is a voluntary, self-regulatory sector code of good practice. As a signatory, we are committed and fully adhere to the ACFID Code of Conduct, conducting our work with transparency, accountability, and integrity. The following policies and procedures have been developed to reflect the vision, and to simultaneously ensure consistency with the ACFID Code of Conduct.

Scope

These Policies and Procedures apply to Partner Housing Australasia, its Partner Organisations, Representatives, and any guests who might accompany these people to the locations where the programs are implemented. The “Policy” expands the organisation’s vision, mission, and values; together with satisfying the DFAT and ACFID requirements, and the “Procedures” set out the means of implementing policy. An associated “Training” document provides additional material and background, and “Compliance and Audit Record” documents provide the relevant records of compliance and verification.

Definitions

A comprehensive set of definitions is set out in “Constitution & Code of Conduct”. Definitions specific to this policy are set out below.

Partner Organisations are those bodies working with Partner Housing Australasia to implement the programs. For purposes of this document, they include (but are not limited to) Vision for Homes [PNG] and South Ranongga Community Association [SRCA]).

Representatives is the term used to describe collectively the Board Directors, Managers, Volunteers, Staff (if so engaged), Contractors and Consultants who administer the programs and projects.

Volunteer means a person who carries out executive, management, administrative, operations, design, project management and/or similar functions (whether executed in Australia or overseas) on a probono basis, under the direction of the Chief Executive Officer (on behalf of the Board). A Volunteer may also be a Member or a Director. Partner Housing Australasia is an entirely voluntary organisation. Volunteer does not include “Contractors” or “Consultants”, who provide goods or services on a probono or commercial basis, or people who provide minor assistance on a casual and infrequent basis.

Risk Analysis is a systematic use of available information to determine how often specified events may occur and the magnitude of their likely consequence. For purposes of this policy, Risk Analysis, and associated terms (including those listed herein) are as defined in ISO 31000 and AS/NZS 4360

Localisation is understood as a “method to drive more effective development outcomes by improving the agency of affected people and local actors (including partner governments) so that development action is locally informed, locally led and meets the needs of local people.” Partnerships for Recovery (2020) includes a renewed commitment to localisation. In the humanitarian sector, Australia is a signatory to the 2016 World Humanitarian Summit Grand Bargain and the Sendai Framework for Disaster Risk Reduction (2015-2030). The Grand Bargain commits Australia to support locally led humanitarian action, with a focus on ensuring quality funding is predictable, flexible and delivered more directly to local partners. This builds on core donorship principles of co-ownership, harmonisation, and alignment.

Non-Government Organisations means voluntary, not-for-profit, organisations formally registered with government that are run by a governing board that is accountable to its members (also referred to as NGOs).

Non-development activities include welfare, political and religious activities.

Political activities are defined as supporting a political party, candidate or organisation affiliated to a political party. Examples include NGO staff being involved in party political activities; using funds or resources to facilitate or support a specific political party, candidate, or party-political organisation in a local, regional or general / national election; using funds or resources to facilitate or support independence or separatist movements; using funds or resources to facilitate or support a particular politician or faction to gain power within a government or within a political party structure.

Program is the overarching development approach and initiative that set priorities and guide project outcomes, results, and activities. Programs constitute a coherent set of development projects that pursue a single focus, which may be regional, sectoral, or country based.

Project is the practical implementation of an NGO's overarching development approach or program. Projects are discrete investments in particular countries, contexts and/or sectors, with a specific start and end date and identified funding.

Religious activities are defined as supporting or promoting a particular religion, including activities undertaken with the intention of converting individuals or groups from one faith and/or denomination to another. Activities that build up religious structures (including infrastructure, training or organisational activities) are also considered religious activities, unless those structures are specifically designed to provide non-denominational development outcomes.

Welfare activities are defined as care and maintenance, which aims to maintain people in a particular condition on a longer-term basis. Substantial and broad impact on social and economic conditions in the community is not normally expected from welfare programs. Welfare may be provided to an individual or family basis including home-based and institutional care programs, such as those provided by orphanages, homes for the elderly, hospices, and the provision of food for those who are destitute. Welfare activities are typically: implemented independently of other sustainable community development activities; include no strategy for integration into broader community development programs; provided on an individual or family basis, rather than on a community basis, and are unconnected to emergency needs; and implemented on a long-term basis with no clear exit strategy.

Policy

C1.1 Authority to work in the countries

Partner Housing Australasia and its implementing Partner Organisations shall foster a spirit of local ownership and empowerment, and ensure there is appropriate local consent and support for the programs.

Partner Housing Australasia shall ensure that implementing Partner Organisations have the appropriate government registrations, licences and/or authorities to operate in their countries.

Partner Housing Australasia shall ensure that implementing Partner Organisations have carried out the required stakeholder consultations, and have approval from the village communities to site any constructed infrastructure (buildings, water supply and reticulation, latrines etc.) in the proposed locations.

C1.2 Documented Partner Organisation Memoranda of Understanding

Partner Housing Australasia shall ensure that it has appropriate Memoranda of Understanding (MOUs) with the implementing Partner Organisations.

MOUs shall be signed by the authorised representatives of Partner Housing Australasia and the implementing Partner Organisations, to demonstrate their acceptance of, and commitment to, the agreement.

MOUs shall describe the relationships and arrangements with implementing Partner Organisations and other entities with whom Partner Housing Australasia may collaborate.

MOUs shall include a description of shared goals and objectives, expected outcomes; the roles, responsibilities, and obligations of each partner; financial arrangements and obligations; the time period; reporting obligations, timeline, acquittal requirements, commitment to the Partner Housing Australasia and DFAT policies and ACFIC Code of Conduct, incident reporting obligations; performance management and termination provisions.

Existing and new MOUs shall be considered in conjunction with the annual reviews of the corresponding 5-Year Strategic Plans, and shall be reviewed and updated to account for changing requirements.

C1.3 DFAT contractual obligations in Partner Organisation MOUs

Partner Housing Australasia shall ensure that its signed Memoranda of Understanding (MOUs) with implementing Partner Organisations include mutual obligations to adhere to the DFAT 'ANCP Grant Agreement' requirements and ACFID Code of Conduct requirements, including, but not limited to, Prohibited Dealings, Child Protection, Compliance with Laws and Policies, and Fraud.

C1.4 Partnership agreements understood and accepted by its partners

Partner Housing Australasia shall ensure that its Memoranda of Understanding (MOUs) are understood and accepted by its partners, through a combination of in-depth discussions, formal signing of documents, training and email exchanges.

C2.1 Formal due diligence on all new partners

Partner Housing Australasia shall undertake formal due diligence on all new implementing or significant funding partners, including considerations associated with integrity, reputation, quality, finance and accountability.

This includes investigating legal identity, governance, organisational structure, values and objectives, checks against prohibited entities listings, implementation of key safeguarding and risk policies and practices, track record, and financial management.

C2.2 Capacity of its implementing Partner Organisations

Partner Housing Australasia shall regularly assess existing and any potential implementing partners, including due diligence, financial management, safeguarding practices and operational performance, legal structure, integrity, philosophies and practices, and project and financial management capacities.

Partner Housing Australasia shall review the suitability of existing implementing partners, as part of the annual review and adoption of the 5-Year Strategic Plans.

C2.3 Differentiation between development activities and non-development activities

Partner Housing Australasia does not involve itself in non-development activity. Any funds and other resources designated for the purpose of aid and development will be used only for those purposes, and must not be used to promote particular religious adherence or to support a political party, or to promote a candidate or organisation affiliated to a particular party. This must be made clear in all fundraising, programs and other activities, in public communication and in all reporting including annual reports.

C3.1 Capacity of implementing Partner Organisations in program design and delivery

Partner Housing Australasia shall ensure that the financial, personal and skills capacities of the implementing Partner Organisations are factors considered in the design of infrastructure construction programs and training programs. These programs shall also aim to progressively increase these capacities of the partners.

C3.2 Monitoring performance of its implementing Partner Organisations

Partner Housing Australasia shall monitor and respond to the performance and effectiveness of implementation of policies by the implementing Partner Organisations.

C3.3 Partner feedback and complaints process

Partner Housing Australasia shall actively seek feedback from the implementing Partner Organisations.

As part of its ISO 9001-based management system, Partner Housing Australasia shall raise Noncompliance & Improvement Request Reports, and thus trigger Remedial Action to solve particular problems, and Corrective Action to revise policies or procedures when requested by the implementing Partner Organisations.

Opportunities for the provision of feedback present during regular email communications and during the annual site visits/audits.

Responsible Personnel

The person with overall responsibility for implementing this policy is the Chief Executive Officer (CEO), with delegated responsibility to the Regional Managers in respect of Regional Managers and the South Pacific Development Manager.

Procedures

Review of these Policies and Procedures

The policies and procedures set out in this “Policies and Procedures” document shall be reviewed at each Annual General Meeting, as part of the scheduled general policy review.

Risk Analysis

The CEO shall implement the following:

- Prepare a Risk Analysis for the risk failing to properly control the execution of the programs, monitor and evaluate, and advise implementing Partner Organisation.
- Assess and prioritize the risk associated with each program and its component projects, and determine the appropriate mitigation actions.
- Record the Risk Analyses in the Strategic Plans appropriate to each program.
- Summarize the Risk Analyses and the mitigations in a Risk Register.

Authority to work in the countries

The CEO shall –

1. Discuss with Partner Organisations (and potential new Partner Organisations) which government registrations, licences and/or authorities are required.

If the Partner Organisation already has these, include copies in the MOU documentation.

If the Partner Organisation does not have these, assist the Partner Organisation to obtain them and then include copies in the MOU documentation.

2. In the planning stages of new programs and projects, assist the implementing Partner Organisation to organise and participate in the requisite stakeholder consultations. These will normally consist of a village meeting, and must result in collective approval from the village communities to site any constructed infrastructure (buildings, water supply and reticulation, latrines etc) in the proposed locations.

Documented Partner Organisation Memoranda of Understanding

The CEO shall –

1. Negotiate and sign a MOUs with each implementing Partner Organisations, including, but not limited to Vision for Homes (PNG) and South Ranongga Community Association (SRCA). Although subject to annual review, the current MOUs are not due for routine termination or renewal until 31 December 2027.
2. Discuss details of the MOUs with the Regional Managers, and other managers with a direct interest.
3. Sign the MOUs on behalf of Partner Housing Australasia.
4. Ensure that the MOUs are signed by the authorised representatives of the implementing Partner Organisations.

5. Ensure that the MOUs describe the relationships and arrangements with implementing Partner Organisations and (when appropriate) other entities with whom Partner Housing Australasia collaborates. The MOUs shall include –
 - a brief description of shared goals and objectives of the partnership;
 - a brief description of expected outcomes;
 - the roles, responsibilities, and obligations of each partner;
 - the financial arrangements and obligations;
 - the time period (In the current MOUs, this is 5 years, from 1 January 2023 to 31 December 2027);
 - reporting obligations, timeline, acquittal requirements,
 - commitment to PHA policies, including the DFAT and ACFID Code of Conduct and incident reporting obligations; and
 - performance management and termination provisions.
6. Ensure that existing MOUs are considered as part of the annual reviews of the corresponding 5-Year Strategic Plans, and reviewed and updated to account for changing requirements.

DFAT contractual obligations in Partner Organisation MOUs

The CEO shall ensure that the MOUs with implementing Partner Organisations include a requirement for adherence to the mutual obligations to adhere to the DFAT 'ANCP Grant Agreement' and ACFID Code of Conduct requirements.

The MOUs shall include a reference to those Partner Housing Australasia "Policies and Procedures" documents which cover all of the DFAT 'ANCP Grant Agreement' and ACFID Code of Conduct requirements. The following text shall be used

Each Party agrees to adhere to mutual obligations for the following Key Policies, consistent with the requirements of the Australian DFAT Overseas Aid Gift Deduction Scheme (OAGD), Australian NGO Cooperation Program (ANCP) and Australian Council for International Development (ACFID).

- Key Policies and Procedures covered by this Memorandum of Understanding are –
- Conflict-of-Interest
- Gender Equality & Diversity
- Sexual Abuse, Harassment, Misconduct
- Complaints, Whistle Blowing, Incidents
- Child Protection
- Promoting Gender Equality in Programs
- Disability Inclusive Practices
- Environmental Impact
- Partnerships and Collaboration
- Partner Financial Risk Management
- Fraud and Corruption
- Prevention of Terrorism Financing

Because some Partner Organisations may have difficulty in accessing www.PartnerHousing.org the policies shall be reproduced in an annexure to the MOU.

Partnership agreements understood and accepted by its partners

The CEO shall ensure that its Memoranda of Understanding (MOUs) are understood and accepted by its partners.

The CEO and Regional Managers shall retain all relevant records demonstrating that the MOUs are understood and accepted by Partner Organisations (including, but not limited to Vision for Homes (PNG) and South Ranonga Community Association (Solomon Islands)).

Evidence of understanding to be retained includes signed MOUs together with records of ongoing discussion, emails on specific points and details, email confirmation of acceptance and understanding, annual audit trip reports, formal training records, and/or other appropriate evidence.

Formal due diligence on all new partners

The CEO shall –

- (a) Carry out formal due diligence on any potential new implementing partner of significant donor (donating funds in excess of \$ 10,000).
- (b) The due diligences process shall consist of searches of –
 - ASIC website
 - the DFAT list of proscribed persons and terrorist organisations;
 - internet searches for posts on the person or organisation
- (c) Ensure that the personnel responsible for raising funds, accepting donations and executing international programs are trained in the relevant aspects of anti-fraud, anti-corruption and anti-money-laundering laws and practices.
- (d) Report any suspected fraud, corruption or money laundering to the appropriate police force and any other appropriate government instrumentality e.g., AUSTRAC.
- (e) Refuse partnership arrangements with, or donation from, any organisations or person who is convicted (or reasonably suspected) of fraud, corruption or money laundering.
- (f) In the case of donations exceeding \$ 10,000, Partner Housing Australasia shall take steps to ensure that it is not an unwitting participant in fraud, corruption or money-laundering.
- (g) When considering donations in excess of \$ 10,000, an experienced certified anti-money-laundering specialist (who has particular experience in government requirements and anti-money laundering) shall be engaged to carry out the necessary due diligence and to undertake rigorous checks that adhere to both the letter and spirit of the requirements of AUSTRAC, ATO (Australian Taxation Office), DFAT (Department of Foreign Affairs and Trade) and AFP (Australian Federal Police).
- (h) When so engaged, the Certified Anti-Money Laundering Specialist shall -
 - (i) Determine the relevant reporting requirements (if any) Austrac, ATO (Australian Taxation Office), DFAT (Department of Foreign Affairs and Trade) and AFP (Australian Federal Police).
 - (ii) Determine the restrictions (in any) in respect of receiving, transferring and expending such a donation, as may be applied by Austrac, ATO, DFAT and AFP.
 - (iii) Obtain the necessary paperwork required for the due diligence and anti-money-laundering process.
 - (iv) Determine whether Partner Housing Australasia's Auditor is aware of any particular restrictions on receiving and processing each Significant Donation.
 - (v) Advise Partner Housing Australasia of the appropriate course of action.
- (i) Before making large grants to a potential implementing partner, Partner Housing Australasia shall enter in to a Memorandum of Understanding (MOU) with any potential Partner Organisation. The MOU shall have a sufficient cooling off period to allow the appropriate checks to be carried out.

- (j) Before accepting large donations, Partner Housing Australasia shall enter in to a Memorandum of Understanding (MOU) with any Donor. The MOU shall have a sufficient cooling off period to allow the appropriate checks to be carried out.
- (k) The conditions of acceptance of any donation shall include (but are not limited to):
- There must be an agreed MOU and subsequent Contract with the Donor, which spells out in detail the responsibilities and authorities of Partner Housing Australasia, together with the specification of project deliverables.
 - Partner Housing Australasia must have control of donation expenditure, within the limitations of the MOU and Contract.
 - Partner Housing Australasia (through its consultants) must control the design and construction; and
 - Partner Housing Australasia will only accept the donation providing it meets the requirements of Austrac, ATO, DFAT, AFP and ACFID.

Capacity of Implementing Partner Organisations

The CEO shall –

1. Prepare, review and adopt 5-Year Strategic Plans for each program.
2. While preparing the 5-Year Strategic Plans, review the suitability and capacity of the existing implementing partners. including financial management, safeguarding practices and operational performance, legal structure, integrity, philosophies and practices, and project and financial management capacities.
3. For both existing and potential Partner Organisations, the considerations above shall be reflected in the drafting and discussion of the MOU, which sets the conditions of future working arrangements.
4. Partner Housing Australasia currently implements two international programs, one in PNG and the other in Solomon Islands. It is unlikely that Partner Housing Australasia will extend the reach to other countries and other potential partners. Should this situation change, assess the suitability of any potential future implementing partners, including financial management, safeguarding practices and operational performance, legal structure, integrity, philosophies and practices, and project and financial management capacities.

Differentiation between development activities and non-development activities

The CEO shall ensure that the following is implemented –

- (a) Funds and resources raised by Partner Housing Australasia shall be used exclusively for –
- Pro-Bono “Design and Help-desk” Engineering Services to other NGOs and governments of smaller developing Asia-Pacific countries,
 - Finance, Design, Materials Supply, Supervision, Mentoring and Training for village infrastructure and housing projects, and
 - Training programs for Partner Organisations and their Staff.

Note: The Australian Government provides grants under the ANCP for community development purposes only, and not for ongoing care and maintenance activities. NGOs are free to fund such activities using their own resources. Refer to “Definitions”.

- (b) The public communication and reporting of Partner Housing Australasia and Partner Organisations includes a clear separation and documentation of fundraising, programs and other activities,
- (c) Partner Housing must not be involved in, and does not permit its funds to be used for non-aid and development activities or to achieve religious or political outcomes. “Non-aid and development activity” includes activity undertaken to promote a particular religious adherence or to support a particular party, candidate or organisation affiliated to a political party.

- (d) Partner Organisations shall be informed of the differences between development and non-development activities, and shall ensure that this policy and procedures document is available and communicated to all partners.
- (e) A Memorandum of Understanding, including the Non-development Activities Policy, shall be signed by each Partner Organisation.
- (f) The Non-development Activity Policy shall be distributed to all Directors and Regional Managers and reviewed in the context of this and other projects at each February Board Meeting.
- (g) A report on any known noncompliance with the Non-development Activities Policy in the context of the Partner Organisation shall be presented to the February Board Meeting.
- (h) Regional Managers, Project Managers and Senior Volunteers visiting the field shall confirm, when reporting the outcomes of the visit, that only "development activity" is being funded by Partner Housing.

Capacity of implementing Partner Organisations

The CEO shall –

1. Consider the financial, personal and skills capacities of the implementing Partner Organisations, including, but not limited to, Vision for Homes (PNG) and South Ranongga Community Association (Solomon Islands) in the design of infrastructure construction projects and training programs.
2. Provide training and mentoring to progressively increase these capacities of the partners. See also the Australian Intensive Training program for selected candidates.

Monitoring performance of its implementing Partner Organisations

The CEO shall –

1. Monitor its Partner Organisations performance in two main ways:
 - regular email communications; and
 - annual site visits/audits which use a checklist to consider technical audits of the building and engineering infrastructure under construction; the financial and human capacities of the Partner Organisation; and compliance with PHA Key Policies.
2. Ensure Partner Housing Australasia and implementing Partner Organisations agree the Key Policies, including safeguarding, that are documented in the MoU.
3. If an implementing Partner Organisations requests support, or detects a non-compliance with those key policies, through the monitoring methods noted above or other means, then Partner Housing Australasia shall raise a Noncompliance & Improvement Request Report, as specified in the ISO 9001-based quality management system. This will trigger Remedial Action to solve a particular problem, and a Corrective Action to revise policies or procedures.

Partner feedback and complaints process

The Regional Manager shall –

1. Actively seek feedback from the implementing Partner Organisations.
2. Obtain feedback during regular email communications and during the annual site visits/audits.
3. Raise a “Noncompliance & Improvement Request Report”, and thus trigger Remedial Action to solve particular problems, and a Corrective Action to revise policies or procedures as required as part of its ISO 9001-based management system.
4. Execute Step 3 when requested by the implementing Partner Organisations.

Compliance and Auditing

The CEO shall implement the following:

- Initiate the required monitoring, evaluation and learning functions associated with this “Policies and Procedures” document.
- Initiate both internal and external auditing, consistent with ISO 9001 principles of the policies and procedures herein.
- Ensure that the compliance with the policies and procedures herein, and the associated internal and external audits, are recorded in the associated “Compliance and Audit Records” documents.

Training

The Responsible Personnel shall implement the following:

- Distribute a reference and link to this “Policies and Procedures” document to all Directors, Regional Managers and Partner Organisation Managers, and other personnel working on behalf of the organisation. (Partner Housing Australasia is a voluntary organisation and does not employ staff).
- Distribute a reference and link to the associated “Training” package. Request that all Directors, Regional Managers and Partner Organisation Managers use this to increase their awareness and understanding of these policies and procedures.
- Include a reference and link to this “Policies and Procedures” document in all Memoranda of Understanding with Partner Organisations.
- Table this “Policies and Procedures” document at the Annual General Meeting, for discussion and adoption.
- Review the training effectiveness at the February Board Meeting.

Appendix – Generic MOU Template

The following template shall provide the basis to MOUs with implementing Partner Organisations. This template shall be edited to suit the negotiated details of the program.

Memorandum of Understanding
[Partner Name]
and
Partner Housing Australasia (Building) Incorporated
[Insert Program Title]
in [Country]
[Start Date] to [Finish Date]

1 Objective

The purpose of this Memorandum of Understanding is to facilitate the [scope of program] in [Country]. All construction should be cultural sensitivity and resistant to cyclones and earthquakes. Components shall be manufactured and built locally using local labour on an on-going basis well into the future when overseas funding has ceased.

2 Cooperating Parties

The Parties involved in this process of cooperation (referred to collectively as 'the Parties') are:

[Partner Name]

Address: [Address], [Country]

Contact: [Contact]

Phone: [Phone Number]

Email: [Email]

Partner Housing Australasia (Building) Incorporated (Also referred to herein as Partner Housing)

ABN: 88 722 057 429 CFN:15429

Address: 272 Blackwall Road, Woy Woy NSW 2256

Postal: PO Box 702, Pennant Hills NSW 1715

Contact: Rod Johnston

Phone: +61 432 611 550

Email: rod@electronicblueprint.com.au

3 Duration

This Memorandum of Understanding shall:

- commence [Start Date] or when all Parties have confirmed the signatures on this agreement, whichever occurs last and
- conclude on [Finish Date] or when either of the Parties initiates termination procedures set out in Clause 12, whichever occurs first.

4 Undertaking by Partner Housing

(a) Project 1 – [Project 1 Name and Details]

[Insert Details]

(b) Project 2 – [Project 2 Name and Details]

[Insert Details]

(c) Project 3 – [Project 3 Name and Details]

[Insert Details]

5 Undertaking by [Partner Name]

6 Project 1 – [Project 1 Name and Details]

[Insert Details]

7 Project 2 – [Project 2 Name and Details]

[Insert Details]

8 Project 3 – [Project 3 Name and Details]

[Insert Details]

9 Independence

Both Parties shall continue to operate as independent organisations with no mutual contractual obligations, apart from those specifically noted in this Memorandum of Understanding.

10 Non-exclusive Arrangement

(a) By signing this Memorandum of Understanding, each Party agrees to work closely with the other Party to make the projects a success.

(b) However, this Memorandum of Understanding does not prevent either Party from entering into other arrangements with other persons or organisations.

(c) This Memorandum of Understanding does not prevent either Party from undertaking the following activities, provided they are funded from alternative sources. The funds donated by Partner Housing shall not be used for purposes of:

(i) Formulation of programs, program strategies; monitoring and evaluation;

(ii) Information sharing;

(iii) Public relations;

(iv) Advocacy;

(v) Fundraising for development activities and emergencies;

(vi) Informing and educating [Partner Name] supporters.

11 Commitment to Establishing and Growing the Service

By agreeing to this Memorandum of Understanding, each Party undertakes to apply all reasonable effort and commitment necessary to make the service effective. The success shall be reviewed once per year. Should either Party be dissatisfied with the progress or performance of the arrangement, they shall contact the other Party to discuss the options.

12 Variation

The Parties may agree to vary the provisions of this Memorandum of Understanding. Any such variation must be in writing and signed by each Party before it becomes effective.

13 Assignment

Neither Party may assign or transfer its rights, obligations or interest in this Memorandum of Understanding without the prior written consent of the other Parties.

Partner Housing uses the pro-bono services of volunteer professional engineering, architectural and building consultants to fulfil its obligations.

14 Dispute Resolution

In the event of a dispute, the Parties agree to negotiate. Negotiations will be conducted in good faith with a view to continuing to cooperate to achieve the objective of this Memorandum of Understanding.

15 Termination

- (a) This Memorandum of Understanding shall remain in force until the expiry of the duration period nominated in Clause 3, or such time as one Party gives 60 days written notice of termination. In such an event, the other Party shall acknowledge the termination and the date of its effect, and shall facilitate a reconciliation of all outstanding financial and other matters.
- (b) Either Party may terminate this Memorandum of Understanding (without prejudice to any of its other rights) by giving sixty (60) days written notice to the other Party if that Party fails to perform any of its material obligations under this Memorandum of Understanding and does not remedy that failure within fourteen (14) business days of receiving a written request that the failure be remedied.
- (c) On termination of this Memorandum of Understanding for any reason:
 - (i) the non-breaching Party shall remain entitled to enforce any claim against the other Party arising from any breach of this Memorandum of Understanding occurring before its termination;
 - (ii) any activities being undertaken in accordance with a Memorandum of Understanding issued pursuant to this Memorandum of Understanding shall cease by no later than the date of termination.
- (d) Unless otherwise agreed upon, any unexpended portion of the Funds (including any interest earned) must be refunded to Partner Housing by no later than the date of termination. The amount of such Funds shall be calculated at the exchange rate which applied at the date of the transfer of the most recent tranche

16 Notices

Any notice or other written communication must be sent by ordinary or registered pre-paid post, or by electronic mail transmission to the address of the intended recipient and will be taken to have been received by the recipient:

- a) in the case of registered pre-paid post, five days after the date of posting;
- b) in the case of ordinary pre-paid post, 10 days after the date of posting; and
- c) in the case of electronic mail, on the receipt by the sender of an electronic mail confirmation from the recipient,

Any notice or other written communication is considered sufficiently binding on the recipient if the original document or a copy of it is sent and the original is signed by the sender or by an attorney or authorised officer of the sender or in the case of electronic mail, it was sent by an authorised officer of the sender.

17 Governing Law

This Memorandum of Understanding is governed by the laws in force in the state of New South Wales, Australia.

18 Miscellaneous

- (a) This Memorandum of Understanding contains the whole agreement of the Parties concerning the subject matter of this Memorandum of Understanding.
- (b) This Memorandum of Understanding supersedes any other agreements, warranties, undertakings, terms or representations concerning the subject matter of this Memorandum of Understanding.
- (c) Any Schedules or Annexures to this Memorandum of Understanding form Part of this Memorandum of Understanding.
- (d) This Memorandum of Understanding may only be amended by a document confirmed by both Parties. If the operation of law renders any Part of this Memorandum of Understanding void or ineffective, the validity or enforceability of remaining Part of The Memorandum of Understanding is unaffected.
- (e) The failure by either Party to enforce against the other Party any term or condition of this Memorandum of Understanding shall not be considered to be a waiver or in any way prejudice any right of the non-enforcing Party.

19 Indemnity

Partner Housing Australasia hereby indemnifies [Partner Name] against any litigation arising in Australia as a result of participating in projects covered by this Memorandum of Understanding.

[Partner Name] hereby indemnifies Partner Housing Australasia and its Consultants against any litigation arising in [Country] as a result of participating in projects covered by this Memorandum of Understanding.

20 Mutual Obligations for Key Policies

Each Party agrees to adhere to mutual obligations for the following Key Policies, consistent with the requirements of the Australian DFAT Overseas Aid Gift Deduction Scheme (OAGD), Australian NGO Cooperation Program (ANCP) and Australian Council for International Development (ACFID).

- Key Policies and Procedures covered by this Memorandum of Understanding are –
- Conflict-of-Interest
- Gender Equality & Diversity
- Sexual Abuse, Harassment, Misconduct
- Complaints, Whistle Blowing, Incidents
- Child Protection
- Promoting Gender Equality in Programs
- Disability Inclusive Practices
- Environmental Impact
- Partnerships and Collaboration
- Partner Financial Risk Management
- Fraud and Corruption
- Prevention of Terrorism Financing

Compliance by Partner Housing Australasia with its “Constitution & Code of Conduct” and the 27 “Policies and Procedures” documents set out in www.PartnerHousing.com.au is deemed to satisfy this requirement.

Compliance by [Partner Name] with its “Policies and Procedures” listed above and set out in www.PartnerHousing.com.au is deemed to satisfy this requirement. The policies are set out in Annexure 7 of this Memorandum of Understanding.

21 Copyright

The copyright of Partner Housing Australasia Designs, Building Skills Training Packages and engineering and architectural material provided by Consultants to Partner Housing for use in the projects, shall remain the property of the respective Consultants, with all rights reserved. Partner Housing shall obtain from the Consultants written permission for use of the material.

22 Further Notes

- All documentation shall be in English and in metric/SI units
- All financial commitments associated with this Memorandum of Understanding shall be in Australian Dollars (AUD).

Signed: [Name] Date: [Date]

[Partner Name]

Signed: [Name] Date: [Date]

President /CEO / Public Officer - Partner Housing Australasia (Building) Incorporated

Annexure 1 – Project 1 – Provision of Partner Housing Australasia Designs

[Insert project details]

Annexure 2 – Project 2 – Training Packages for Building Skills Training Program

[Insert project details]

Annexure 3 – Project Details – [Project Name]

[Insert project details]

Annexure 4 – Financial and Program Arrangements

[Insert project details]

Annexure 5 – Definitions

Assets Register means a register which specifies the date of receipt of the asset, the cost, the purchase/payment date and reference number, a description and identification number and location of the asset.

Funder means Partner Housing Australasia (Building) Incorporated.

Funds means the amount of money specified in the Memorandum of Understanding which will be provided to [Partner Name] by a Partner Housing for purposes of implementing a Memorandum of Understanding.

Memorandum of Understanding means the format of the agreement which shall govern the conditions on which Funds are provided to Partner Housing for each grant funded activity.

Partner Housing Designs means the electronic and hard copy designs for village houses, water supply and reticulation and sanitation facilities, including calculations, drawings, designs, details, specifications, bills of quantities, training materials and other materials used to communicate, train and control construction.

Partner Housing “Constitution & Code of Conduct” and “Procedures” means the set of documents, which collectively set out the policies, procedures and principles of that govern the activities of Partner Housing Australasia (Building) Incorporated, adopted by the membership of the Organisation at an Annual General Meeting on the recommendation of the Board of Directors.

Schedule means the schedule of activities pertaining to the project outlined in the Memorandum of Understanding (or in Annexures) and includes project activities and timelines, budget, and banking details, monitoring and reporting requirements, communication and risk plans, and any other relevant project documentation.

Term means a period commencing on the date of confirmation of the signatures on this Memorandum of Understanding and ending after a five (5) year period.

Annexure 6 – [Partner Name] Documents

[Incorporation documents and the like]

Annexure 7

[Partner Name] [Country] Inc.– Constitution, Policies and Procedures