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Handbook

National and International Working across ActionAid International

April 2008

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The following appendices are included to illustrate the use of International Board-approved policy guidelines and framework in various aspects of work mentioned in this handbook. They are a collection of existing documents, a decision-making framework which was generated across the organisation and case studies offered by affiliates.

Note that the appendices have not been formally approved by the International Board. They are a mixture of working materials (appendices I and II) and reports previously presented to the organisation.

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Glossary of terms

- **MOU**

Memorandum of Understanding – the core document that specified the nature of the organisation's new structures and governance as a part of Internationalisation

- **International general assembly**

One possible model of wider international governance that could accommodate the family of international affiliates and associates. This is still in planning and design mode and has not yet been decided upon by the International Board (as at November 2007). Currently the international organisation is governed through the International Board.

- **Affiliates**

Organisations that join and own ActionAid International and agree to take part fully in the governance as well as in the fulfilment of ActionAid International's values, vision, mission, strategies, standards and systems.

- **Associates**

Other organisations that join ActionAid International and country programmes both with the intention of, and in the process of becoming, full affiliates.

- **'Above -country' = 'supra- national'**

Any activity that is relevant beyond just one country, for instance at a regional or international level.

1. Purpose of this handbook

A process of developing the philosophical and then practical shift towards a truly international organisation to fight poverty and injustice has been taking place at ActionAid since early 2003.

We are on a journey that will take several years to complete but which will transform the way we act and achieve our mission – that of eradicating poverty by overcoming the injustice and inequity that causes it.

Whilst many of the structures and processes are documented and agreed in technical terms, we are still learning the best ways of working together in practice, to ensure positive collaboration of all our efforts and motivations.

Since the writing of the Memorandum of Understanding (MOU) and some of the protocols for international working, we have all had a lot of real first hand experience of working together to achieve our national and international goals. This experience informs our current views of where there are tensions, and where relationships are working well.

In early 2007, a review of national-international working set out to identify and remedy the tensions and misunderstandings that have inevitably arisen in such a complex and ambitious process.

This document, approved by the International Board, seeks to reiterate formal agreements and relationships, lay out a refreshed and revised understanding of these agreements as well as some practical examples of how decisions are made and how we can best work together.

It is intended to provide a detailed set reference materials on national-international relationships, from which teams can pick the most relevant pieces to share with their staff, and use to debate and consider how best to work with other parts of the international organisation.

It is intended to give parameters and guidance to those working across ActionAid International.

Countries can translate locally, and use this handbook and the matrices for team workshops on internationalisation.

We will aim to update this handbook as our structures and governance processes develop.

Who is the handbook for?

This handbook is intended to inform all staff within ActionAid on various aspects of working national-international relationship. Clearly it will be more meaningful to those members of staff who, by the nature of their particular role, come into contact with staff in other countries, regions, or the International Secretariat.

Teams across ActionAid can extract, pick and mix elements from this handbook, and build on it to provide the best reference for their own staff. We want it to be used with current staff, and, appropriately, with new staff as they join.

This handbook is also relevant for Board members at a country and international level, giving them a broad understanding of the important relationships between country and international organisations.

Most of the text in this document has been sourced from two core existing documents – the MOU (final version 17 September 2003), and the Protocol on Mutual Agreement between International

Secretariat and Affiliates (approved by Country Directors and International Directors, end 2005). This is therefore not all new thinking, but a restatement of our agreements, and the adoption of some new ideas. This is to allow us to think in more detail about how we work the agreements in practice and to discuss new policies, procedures or protocols based on our experience and on the new and current needs.

2. ActionAid's strategy, vision, mission and values

In 2005, ActionAid agreed a new international strategy, 'Rights to end poverty', which set clear and ambitious priorities to guide our staff and partners over the following five years. It tackles head-on the unacceptable truth that poverty and injustice remain deeply entrenched in many parts of the globe.

Eradicating poverty is not a distant dream, but one we can realistically achieve. ActionAid believes that poverty continues to exist as a result of choices made over time about how societies should be organised and that by working together, we can choose differently - individually and collectively - if we wish.

Our vision

- A world without poverty and injustice in which every person enjoys the right to a life with dignity.

Our mission

- To work with poor and excluded people to eradicate poverty and injustice.

Our goals

- poor and excluded people and communities will exercise power to secure their rights
- women and girls will gain power to secure their rights
- citizens and civil society across the world will fight for rights and justice
- states and their institutions will be accountable and democratic and will promote, protect and fulfil human rights for all.

Our values

ActionAid lives by the following values:

- mutual respect, requiring us to recognise the innate worth of all people and the value of diversity
- equity and justice, requiring us to work to ensure equal opportunity to everyone, irrespective of race, age, gender, sexual orientation, HIV status, colour, class, ethnicity, disability, location and religion
- honest and transparency, being accountable at all levels for the effectiveness of our actions and open in our judgements and communications with others
- solidarity with the poor, powerless and excluded will be the only bias in our commitment to the fight against poverty
- courage of conviction, requiring us to be creative and radical, bold and innovative – without fear of failure – in pursuit of making the greatest possible impact on the causes of poverty
- independence from any religious or party-political affiliation
- humility in our presentation and behaviour, recognising that we are part of a wider alliance against poverty.

Strategic priorities:

- women's rights
- the right to education
- the right to food
- the right to human security in conflict and emergencies
- the right to life and dignity in the face of HIV and AIDS
- the right to just and democratic governance

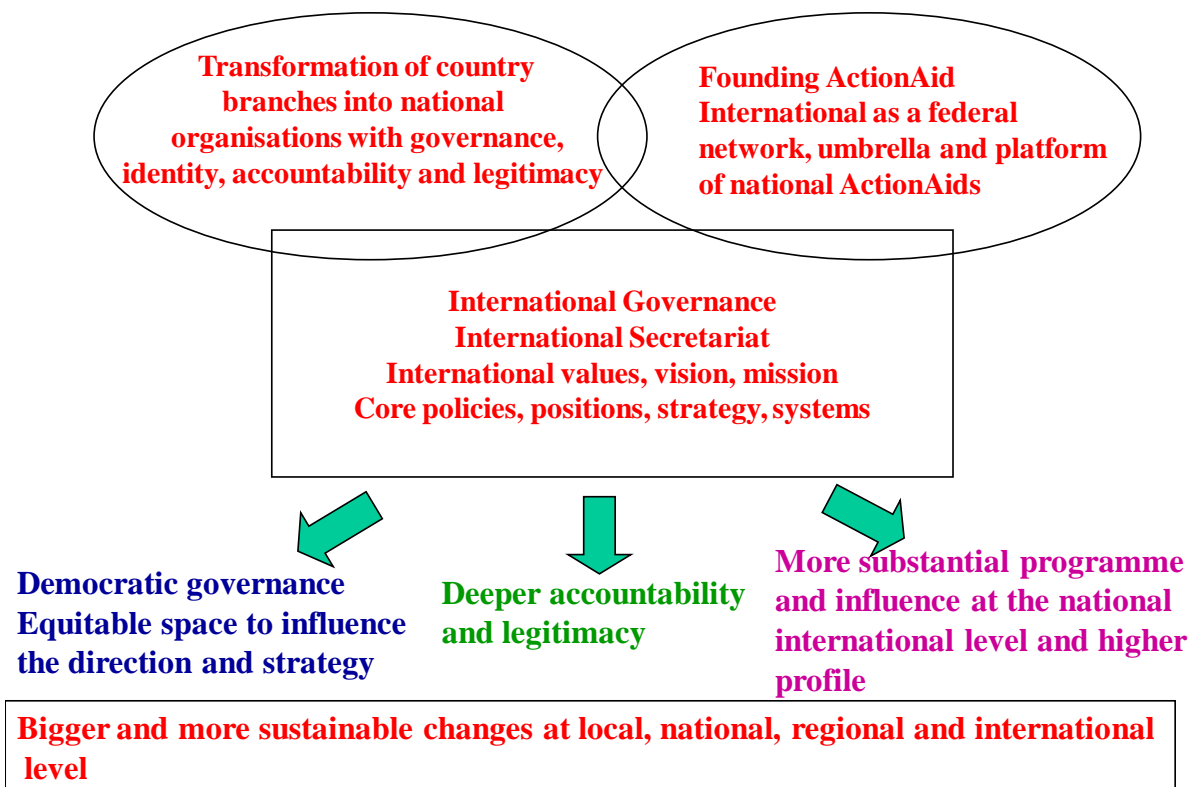
The strategy provides clear direction for organising and governing the growing ActionAid family and its relationships with the outside world. It sets out how we will make ourselves more accountable, both to poor and excluded people with whom we work and to our supporters and funders.

3. Vision for Internationalisation

With the founding of ActionAid International, we aimed to:

- (i) Improve our performance and impact in the fight against poverty;
- (ii) Deepen our legitimacy and accountability to the people, communities and countries where we work both in the North and the South;
- (iii) Strengthen our profile, voice and influence for bringing about changes in attitudes, policies and practices in favour of poor and marginalised people;
- (iv) Raise more funds and support for our work from donors, the general public, identified groups and communities as well as from governments and private organisations;
- (v) Expand and diversify our affiliates and associates as well as partnerships, coalitions, alliances and networks for effective solidarity linkages and collective action;
- (vi) Strengthen our identity, coherence and unity, while respecting diversity, through shared values, vision, mission, strategies, policies, standards and systems;
- (vii) Develop and maximise the utilisation of skills, knowledge and capacity of our internal human resources and relationships across various parts of the organisation for increased synergy and reduced wasteful duplication.

What is Internationalisation?



ActionAid International (AAI) is the legal umbrella organisation that includes the International Board and the International Secretariat, which in turn includes all regional and thematic teams).

AAI is also the whole federal organisation which is registered internationally. Each individual organisation unit across the 'federation' effectively owns ActionAid International by its contractual relationship with the umbrella entity.

In this handbook, ActionAid International or AAI refers to the whole organisation (at times shortened to ActionAid). When specifically referring only to the International Secretariat, it will be stated as the International Secretariat or IS.

4. The nature of ActionAid and the principles that should guide the critical relationship between national and international units across the organisation.

- ActionAid International is a collective or federated organisation of constituent national ActionAid affiliates, associate or country programmes with ActionAid International as the shared umbrella or platform organization that is formed, founded, owned and governed by its affiliates and associates.
- National organisations, as a part of ActionAid International, as the affiliates , associates or country programmes of ActionAid International, working within the overarching Memorandum of Understanding, By-laws, Charter, Constitution, Affiliation and Association agreements, Licensing agreement, International Strategy and other guidelines, have authority and responsibility to decide on the work and the organisation in the countries where they are founded.
- All parts of ActionAid International, including affiliates, will operate as parts of one international organisation with unified, shared and overarching values, vision, mission, strategies, positions and priorities.
- In the federated nature of the organisation, national organisations individually have a clear mandate, authority and responsibilities but also an obligation to observe, accept and comply with the international organisation's mandate, authority and responsibilities, both in relation to the national territories and supranational and international spaces.
- ActionAid is a federal organisation where power is shared between individual national entities (affiliates or associates) and international collective of national entities.
- ActionAid International, as a federal organisation, is given the power (by the affiliates and associates) to ensure identity, unity, security, integrity, growth, development, coherence, effectiveness, efficiency and economy of the whole of ActionAid, including associate, affiliate, country programmes and the International Secretariat. In this process, associates and affiliates cede some of their autonomy for the common greater good of the larger organisation. One country can accommodate only one affiliate or associate.
- Equality exists between affiliates, whether large or small; north or south; net fundraising or net fund spending; new or old. Equality also exists between Associates.
- The organisation has two strategic units. First and foremost national, and then international. Region is a part of international and will not have any governance structure.
- The country is the primary strategic unit, and there is primacy of the country and respect for national territory and autonomy.
- There is recognition of and respect for international space [supranational, national + national; national x national) and associated roles, responsibilities and authority.
- The International Secretariat only has the power given to it by the international Board.
- Prevention of any action by one part of the organisation to jeopardise the existence, integrity, identity, reputation of any other part of or the whole of the organisation is legitimate and expected.
- The International Secretariat exists to support and help deliver desired and sustainable changes via the national organisations. It facilitates and provides expertise and international infrastructure.

- National and international units rely on each other to achieve the goals at both national and international level. Neither can achieve these independently.
- Whilst the country/national unit remains our primary strategic unit, the country accepts a responsibility to contribute to the international agenda, which in turn must be rooted in our programme work with poor and excluded people and their communities and organisations.
- The International secretariat should never be purely self serving. It exists to deliver impact and change at a supra-national level, and to support and service the country units with expertise as well as mobilise them for shared international agenda and purpose.
- The country or national unit should operate in terms of 70% devoted to in-country work and 30% to contributing to and participating in international work, projects and agenda led by the International Secretariat. Most of the 30% is still carried out locally, benefiting poor and excluded communities in their country, but with an international connection and impact.
- Funding affiliates (who raise and transfer funds for work in other countries) have a primarily international mandate and, as such, most of their contribution is international.
- At the international level, functions and themes should devote 50% of their effort (time, resources allocated, definition of activities) to delivering supra-national or multi-country objectives and 50% to servicing and supporting (includes mentoring, training and joint fundraising) country/national units. Again, this will vary between functions and themes and the regional teams.
- The International Secretariat will be held accountable for concrete outcomes and deliverables – these being both external and internal goals. Even in achieving its own supra-national goals, it accepts that all its work has to be rooted in ActionAid’s programme work and experience with the people and communities in the countries where it works. It can never be detached from the country/ national impact.
- Negotiated and agreed plans and resource budgets set the basis for exchange and joint working between national and international.
- The relationships between national and international entities rely on collaborative working towards the collective goals. Equally important is the relationship between national entities across the international organisation. We expect each national entity to apply the principles and protocols described here to its work with other national entities, respecting differences and autonomy.
- Dispute resolution, in terms of a formal escalation of disagreement up to an International Director, and beyond to the Chief Executive and the Board, should be a last resort for dealing with challenging differences of view, priority or objectives.
- Decisions related to the following matters will be decided by the International Board in consultation with the national organisation:
 - International programmes and priorities
 - Cross-border work outside the national boundaries
- Any affiliate or associate organisation that plans to make any changes to its constitution, by-laws and charter etc. should inform the International Board prior to action in the true spirit of internationalisation, as it may imply a revision of its affiliation or association agreement and status.
- Affiliates or associates will not be expected to abide by any rules set by ActionAid International that are in contradiction with the laws of the affiliate or associate country.
- ActionAid International will organise peer-reviews of the affiliate organisation as part of a learning and accountability process, usually once every five years, integrated with the strategic review and new strategy development process. An international review of the associates and affiliates can be organised at the request of the affiliate or associate or at the

decision of the International Board, if it is deemed necessary to check the compliance, coherence and consistency with the agreed international values, vision, mission, strategy, policies and positions.

- Affiliates and associates are free and are encouraged to connect, communicate and work directly wherever necessary among themselves and with any part of ActionAid International, including country programmes, within the AAI’s framework of agreed strategies, standards policies and systems.
- ActionAid International will provide proactive support to the affiliate or associate organisation for agreed international priorities and reactive support as and when necessary and possible.
- Affiliates or associates will be obliged to refrain from taking decisions and actions that will adversely affect or contradict ActionAid International’s values, vision, mission, policies, positions, programmes and priorities.
- Affiliate organisations, through their participation on the International Board, the Directors’ Forum and in other working groups/task forces/forums which may be set up will direct, appraise, review, advise and support the international organisation, including the International Secretariat.

The following diagram provides a picture of the federal relationships across ActionAid International.



5. Roles and responsibilities of the national affiliate

Every affiliate organisation will have the following roles and responsibilities in relation to its organisation and country of jurisdiction within the framework of the ActionAid International's values, vision, mission, strategy, policies, standards and systems:

- Designing and managing anti-poverty strategy and programmes. In southern poorer countries, this will involve projects and programmes to address the causes and symptoms of poverty. In the northern countries, this will involve projects and programmes that address the causes and symptoms of poverty in the southern poor communities and countries;
- Advocacy and campaigning in relation to the state and government, profit making companies and corporations and international organisations.
- Working with solidarity movements and facilitating North-South, South-South and North-North linkages for collective action against poverty and exclusion;
- Fund raising from individuals, communities, corporations, institutions and organisations; Building and strengthening public awareness, public education and a public supporter base;
- Building and strengthening relationships with poor and excluded people, pro-poor networks, alliances and coalitions and other institutions that are also fighting poverty;
- Owning and developing ActionAid International's values, vision, mission, identity, strategy, policies, standards and systems;
- Participating in the governance of ActionAid International;
- Implementing international programmes, projects and functions in conjunction with or on behalf of ActionAid International;
- Shaping the international agenda of ActionAid International;
- Ensuring gender equity in the organisation and its work
- Undertaking to share organisational learning, actively contributing to maintaining good communication and providing support to ActionAid International affiliates as and where ever possible
- Each affiliate has complete freedom and authority to raise appropriate kinds of funds from appropriate sources in the country of registration. Such fundraising should not run counter to the mission, strategy or standards of the national and international organisation.

It is important to note that some affiliates such as UK, Italy, Ireland, due to their statutes and the nature of their organisation, have primarily an international mandate, role and accountability. Others have primarily national mandates, particularly in terms of bringing about changes at the community level and in the use of their resources beyond national boundaries.

6. Roles and responsibilities of the International Secretariat (IS)

- The IS is an overall international structure professionally organised to co-ordinate, facilitate and manage the implementation of ActionAid International's values, vision, mission, strategy, policies, standards and systems.
- Distinctly different from, but linked with, the governance and management structures of the national organisations, the IS is a physically dispersed (across countries, regions and continents) but a practically well integrated, connected, coordinated and managed structure.
- The IS is not conceived as a 'Head Office' or 'Head Quarters' at the centre or at the top of the organisation, but as one of a number of players in the larger collective of ActionAid International, composed of various affiliates and associates.
- The IS derives its mandate and authority from the affiliate organisations through the international Board.
- The IS has clear limits to its mandate. It cannot unilaterally direct country activity or thematic work, but can drive particular international work streams and initiatives that are agreed in national and international plans.
- The IS is headed by the Chief Executive of ActionAid International reporting to and appointed by the International Board. The Chief Executive is responsible for the formation of the international senior management team and for the overall representation and management of ActionAid International and its work within the framework approved by the international Board.
- The IS ensures the implementation of ActionAid International's values, vision, mission, strategy, policies, standards and systems.
- The IS works primarily at a supra-national level, including regional and international levels. It only has a direct national-level implementation role in countries where ActionAid International has no national organisation.
- The IS does not aim to become self-sufficient and concentrate staff and capacity, but will actively support development of centres of excellence in the countries and national organisations where it makes economic and professional sense to do so. The IS delegates international (including regional) work (through accountable contract/agreement) to one or other national organisations when greater efficiency and effectiveness can be achieved due to proximity, capacity and geo-political advantage of the country concerned.
- The IS takes overall responsibility for implementing ActionAid International's international strategy by ensuring operational systems and processes are in place, including resource allocation.
- The IS intervenes on behalf of the larger international organisation if any unit exposes ActionAid International to risks associated with finances, staff security or right-holders' lives.
- The IS is also responsible for representing ActionAid International at regional and international levels. It also ensures communications, connection and collective action between different parts of the organisation as well as between ActionAid International and other external regional and international organisations.

The following are the key specific functions and responsibilities of the International Secretariat:

- Facilitating the development, implementation and compliance of ActionAid International's values, vision, mission, strategy, policies, standards and systems;
- Strengthening communication linkages, collaboration and partnership within ActionAid International;
- Listening and responding to the affiliates and associates (General Assembly, National Boards and staff) in the development and implementation of ActionAid International's values, vision, mission, strategy, policies, standards and systems;
- Providing support to the affiliates and associates towards strengthening core capacity;
- Strengthening shared and coherent culture and identity;
- Seeking, exploring and developing links with potential new affiliates;
- Developing the governance standards and practices of affiliates and associates;
- Managing international programmes (and national programmes through country programmes) including emergency work;
- Managing international advocacy, research, policy development, public education and campaigning;
- Developing, strengthening and managing relationship (including partnership) with relevant and prioritised international (supra-national) organisations, alliances, networks and coalitions
- Managing and coordinating international fundraising, product development and target setting at an international level;
- Multi-country fundraising, but only in conjunction and cooperation with the relevant affiliate organisations;
- Strengthening human resources strategies, frameworks, and standards, including gender equity, international staff development and succession planning;
- Finance – ensuring international policy standards and shared financial systems;
- Internal audit;
- Treasury function for the international organisation;
- Developing and implementing core IT systems;
- Promoting innovations and developing and sharing learning;
- Ensuring accountability, learning, planning and performance and impact monitoring, review and assessment systems are established and operate in line with the values, vision and mission, strategy and standards of the organisation;
- Resolving disputes between the national organisations;
- Managing relations with the international media, media in countries with no ActionAid presence, and coordination of media output across the ActionAid network to ensure consistency and enhance impact;
- Management of the www.actionaid.org website and coordination and development of ActionAid's online presence worldwide;
- Management of external and internal communications during a crisis that threatens AA's reputation within and beyond the country level

The following outlines the distinct role of the regional team in and amongst the international part of the organization:

- The organisation of ActionAid is divided into two strategic units: **national** (country) and **international** (including collectives of countries and supra-national space and structures).
- The vast international space and structure is divided into smaller geographical continental or sub-continental units of clusters of countries called regions. Thus regions are part of and sub-divisions of the larger international space and structure. Therefore, regional offices and teams are internal structures of ActionAid International and are parts of the International Secretariat. Regional teams and offices are necessary to:
 - a. Ensure coherence and compliance with international strategy among affiliates, associates and country programmes.
 - b. Coordinate and promote better linkages and synergies across the vast expanse of countries and international space and structures.
 - c. Engage with and to respond to the institutions, structures and processes of the partners, coalitions and networks that ActionAid works with or of the organisations that it seeks to influence or change as they are also organised in regional or sub-regional manners.
- Regional offices and teams are layers in the organisational structure in as much as they sit between the Chief Executive and the Country Director and the country management team. However, they are not layers between the International Secretariat and affiliate, associate and country programmes:
 - a. they do not have their own boards and governance structure. Instead they come under the governance of the International Board;
 - b. the head of the regional management is a part of the international management;
 - c. there are no layered internal organisational policies that are applicable only to the regions- the international policies apply to the regional teams and offices
- The regional team and offices carry out the functions of the International Secretariat in relation to the work and the organisation within the defined geographical boundaries. The core of the regional role and function can be categorised as follows:
 - a. policy and strategy development, coherence and compliance
 - b. core capacity development including governance development
 - c. regional linkages and connection inside and outside the organisation
 - d. management of regional programmes related to clusters of countries and supranational institutions and processes
 - e. management of work in new countries where there are no national organisations.

7. The 'operational protocol' between the national and international organisations

- The International Secretariat has a direct line-management responsibility of the country programmes through Country Directors. National Boards govern affiliates and associates appropriately as described below.
- The International Directors (IDs) for the region develop strong direct contact and working relationship with both the Country Directors and the Chairs of the national Boards in the region and regularly brief, debrief and exchange information.
- Free and direct communication, contact and exchanges between staff across the organisation is encouraged. Staff in the same functions or themes (both horizontally and vertically) can and are encouraged to contact and transact and work directly. It is the responsibility of the staff concerned to inform or seek approval from their line managers concerning such transactions, as and when necessary. When any contact, exchanges of transactions demand time and money, the request must be made through the line manager of the person concerned.
- Meaningful consultation across all parts of ActionAid should be handled to meet certain key standards, thus enabling all invited to genuinely respond, be heard, and know how and whether their views have been incorporated. These core standards include sensible time within which to respond; full and proper description of the issue which is being consulted upon presented in a digestible and accessible format; a full and transparent response from the consultation, expressing what views have been incorporated, what views have not been incorporated and why not.
- Formal dispute resolution will be required and deemed appropriate only when all informal discussions and negotiations have been fully exhausted. In this scenario, the issue at hand has to be properly described and documented, agreed by both parties (this may mean two contributions to the same document) and then passed up to the relevant heads of function/theme and country director. If the dispute is already between individuals at this level, then the document has to be passed up to the two relevant IDs. These two IDs must meet and discuss the document together, seeking further supporting information or detail as required, before agreeing between them the way forward. This has to be documented and sent as a formal response to both relevant management teams and any other supporting functions (e.g. finance, HR, Policy). Where a full associate is involved in a particular dispute, the Associate Agreement and its processes apply. This describes the appropriate players at associate and international level who would consider the issues under dispute.
- Country programmes in associate status are governed by the national Board as per the constitution of the organisation. However, the management of the Country Director is done in a coordinated manner by the Chair of the national Board and the ID for the region concerned. Recruitment, appraisal and dismissal of the Country Director in such cases is also done jointly by the Chair of the national Board and the ID for the region concerned. However, in case of difference and dispute between the regional management team and the national Boards, the International Secretariat, through the Chief Executive, has the final say.
- It is important to recognise potential overlap and confusion created due to joint management during this period of transition from a country programme to associate to full affiliate status. While for legal reasons it is important to clarify the joint nature of management and the primacy of the international organisation, in practice, the International Secretariat fully respects and allows space for the governance of associates by the national Board as if they were already affiliates. The direct contact, communication, coordination and negotiation between the ID for the region and the Chair of the Board is important and crucial in ensuring

that Country Directors and country programmes in the association phase do not suffer from the ambiguity of the transition and joint management.

- The affiliates' National Boards govern the national organisations and line manage the Country Directors but the recruitment, appraisal and dismissal of the Country Director is done jointly through consent by the Chair of the affiliate Board and the ID for the region concerned.
- New associates joining ActionAid International from new countries are governed according to the Associate Agreement, subject also to the above clarifications.

Appendices

The following appendices are included here to illustrate the use of International Board-approved policy guidelines and framework in various aspects of work that are mentioned in this handbook.

These are a collection of existing documents that have been drawn upon in this handbook, a decision-making framework which was generated across the organisation and case studies offered by affiliates. They are a mixture of working materials (appendices I and II) and reports previously presented to the organisation.

Note that the appendices have NOT BEEN FORMALLY APPROVED by the International Board.

Appendix I : Decision making matrices

Lessons learnt from our experience to date

As an opening to this decision framework, there are some general guiding principles that we will embrace from our learnings and experience through the first phase of internationalisation:

- We must continue to clarify roles and relationships in the context of matrix and thematic working, particularly at the international level to avoid sending uncoordinated and confusing communication to the country
- We must minimise bureaucracy in terms of the number of layers of decision-making required for any approval. Clarity about single line management and multiple accountability is essential.
- We must plan together in a deliberate and integrated way.
- Individual personalities, styles and behaviours do matter – we must subjugate our own individual motivations to those of the organisation
- The country is the primary strategic unit of delivery and focus in AAI
- We must consult, negotiate and feedback more efficiently and transparently
- Once we agree and commit to do something, we do not renege. Commitments made bilaterally or multi-laterally should not be ignored or undone unilaterally.
- The International Secretariat and leadership will work harder to manage and drive change effectively
- We take individual and team responsibility to hold each other to account for not complying with the ideals and plans of the organisation and will bring the matters to fore for timely attention.
- We communicate with each other more effectively
- We will not solely rely on written documents to determine our behaviour or collaboration – we assume and expect the best and most co-operative intentions and actions from each other.

DECISION MAKING MATRICES: HELPING US TO MAKE CLEARER, EASIER AND BETTER DECISIONS ACROSS ACTIONAID INTERNATIONAL

The following decision matrix is intended to be the ‘starter’ version of a dynamic tool to support teams across the organisation to make decisions with others across ActionAid International. It is in a basic and elementary form at this point, and will be added to by the responses and practical experiences of teams around the organization on an on-going basis.

There are many key decisions of significance not yet described here, and this is work to be continued.

These matrices can be used by country management teams, functional teams; teams at the international level – be they thematic, functional regional, each looking to better understand the dynamic relationship between various key players in the ActionAid International family.

The following definitions enable you to understand and properly interpret the subsequent decision matrices:

Term	Interpretation
Approves/decides	A <u>final position</u> taken to enable or deny a specific process or action to take place by a clear authority
Proposes/initiates	A given party identifies a need for action and sets up a mechanism for the work to be done, by themselves or delegation to others
Consults	A given party is informed of possible actions, processes or policies; and after a reasonable amount of time is given the <u>opportunity to make input</u> as to their preferred position in this regard
Informs	A given party is <u>told of a decision</u> around an action, policy or process with <u>no expectation of receipt of their views</u>
Consents	A given party is <u>consulted</u> on a planned action, policy or process and after reflection agrees to a given option.

Decision-making on key issues between national and International Office

GOVERNANCE							
'Working' CORE PRINCIPLES (pending the full outcome of the IGDP)							
<ul style="list-style-type: none"> 'General Assembly' or the larger inclusive governance structure that will include all Affiliates and Associates will be the ultimate governance body and authority for ActionAid International. International Board elected by the General Assembly with its powers, roles and functions determined by the General Assembly will be responsible for the day to day governance of the organisation. Any governance structure of AAI will have the Affiliates in the majority but International Board will always have adequate number of independent members not only to attain the required skills, knowledge, expertise and representation but also to ensure that the Affiliates are only in simple majority The decisions of international General Assembly and International Board will be binding for all parts of the organisation provided they allow the national organisations to remain within the limits of the laws of the country where they are founded. <p>A double-loop decision making process whereby national board (particularly those with the international mandate and associated accountability) will discuss, comment and decide on the proposal prior to the deliberations at the international General Assembly and the International Board.</p> <ul style="list-style-type: none"> The relationship between the national organisation and the international organisation (including the larger collectives of ActionAid, not only the international General Assembly, Board and Secretariat will be guided by governance manuals; the organisational policies, positions, strategies and by the agreements signed between the national boards and International Board. National and International Board will be aligned through membership, policies and strategy, and will work in tandem to ensure delivery to agreed strategies The National Board is the first reference point for upholding the reciprocal agreements and delivery with International 							
Key Reference Documents:							
A – MOU		B – Governance handbook			C		
ISSUE	CMT/SMT	National Board	AAI CEO (in consltn With IDs)	Theme/Function on Head & Team	Regional mgt team	International Board	Key recommendations/ assumptions
Defining federal structure with unifying components	Consulted	Consulted	Consulted	Informed	Informed	Initiates Decides	To be ratified by IGA Ratifies or vetoes
Formation of general assembly at national level	Consulted	Initiates Decides	Consulted	Informed	Consulted	Informed	
Enforce Affiliate compliance with MOU & licensing agreement	Informs	Ensures	Informs/identifies (on the basis of regular interaction with relevant regional Director)			Ensures if National Board fails to resolve	IGA should ratify withdrawal of license as per procedures in Governance manual <i>Procedures in case of non-compliance of AAI need to be specified</i>
Appointment of (the first) national board members	Proposes		approves		Proposes	Approves	
Subsequent Boards		Proposes Consult CD by ex officio in role as Board Sec.					Elected by GA

MONEY

CORE PRINCIPLES

- Allocation of resources across countries and international themes, functions and regions are decided at the international level by the International Board upon the recommendation of the International Secretariat – using a transparent and publicised process of resource allocation
- **Planning in an integrated way should happen in a reliable way**
- **Integrated planning is a collective responsibility – and is essential to enable reliable resource allocation and delivery to expectations**
- **Budgets must reflect (or be re- negotiated to reflect) plans agreed between themes/ functions/ national units on key joint deliverables**

Key Reference Documents:

A Global Financial framework B C

ISSUE	CMT/SMT	National Board	AAI CEO (in consultation with IDS)	Theme/Function Head & Team	Regional mgt team	International Board	Other actors	Key recommendations/assumptions
Setting of country budgets	Proposes	Approves	Approves		consulted	informed		Resulting reserves are approved at international level, and summation approved by International Board
Allocation of regular giving and other unrestricted funds to countries	consult		Proposes and approves	consulted	consulted	approves		Strengthen CP review of /involvement in IS plans
'in year' expenditure in a country	decides	approves	informed	informed	informed	informed		Once the budgets are set, the country is accountable for spending to that budget.
Amount spent (released) by northern affiliates	Propose	Approves	approves			Approves		
Revised spend of regular giving money by fundraising affiliate	Initiates	approves	consulted		consulted	informs	Receiving country programmes consulted	

PROGRAMME ACTIVITIES

CORE PRINCIPLES

- Planning in an integrated way should happen once, reliably, not loop round several times
- Rights To End Poverty is the context for all work
- Plans must reflect local needs, but encompass delivery of commitments to the internationally agreed strategy as a priority at both national and international level.
- The country unit remains the primary unit of focus and delivery in AAI, whilst there is also a legitimate agenda at the international level, articulated in the internationally agreed strategy and the strategic plans.

Key Reference Documents:

A B C

ISSUE	CMT/SMT	National Board/CMT	AAI CEO (in consultation with IDs)	Theme/Function Head & Team	Regional mgt team	International Board	Other Actors	Key recommendations/Assumptions
Plans for CPs	Propose	consents	Management approval	Consulted	consents	Approved *		*Int Board approve overall summation of plans
Plan at associate level	Propose	Approve	Management approval	Consulted	consents	Approved		Decision making systems need to be clarified
Plans at affiliate level	Propose	Approves	Endorse	Consulted	consents	Overall approval		
Unplanned activities by international for CPs affiliates to implement	Approved	Informed		Propose	Propose	Informed		
Unplanned activities by CPs for affiliates for own implementation	Propose & approve	Informed	Informed	Informed	Informed	Informed		
Major political positioning	Propose	Consult	Approves	Propose	Propose	Informed		Int Board may need to be consulted or even approve a highly significant international position – e.g on conflict
Thematic function plans (international)	Consult		approves	Propose	Consulted	Approved		
Regional policy plans	Consulted		approves		Proposed	Approved		

PEOPLE

CORE PRINCIPLES

- Time spent by national and international staff should naturally cascade out of the planning process against agreed collective objectives and plans
- 'Major new initiatives' in a year have to be properly negotiated and agreed – with the assumption that national already have a plan to use all capacity wisely.
- International staff need to understand the programme work at a country level, and build this into their mainstream 'above country' work
- We use international and national work to develop all staff members – and we avoid inviting the same 'known' individuals to participate in international work all the time
- We all use performance management process professionally to support individual development and hold each other to account

Key Reference Documents:

A B C

ISSUE	CMT/SMT	National Board	AAI CEO (in consultation with IDs)	Theme/Function Head & Team	Regional mgt team	International Board	Other Actors	Key recommendations/assumptions
% of time spent by national staff on 'above country work' (initiated int)	Decides		Consents (if necessary)	Proposes	Consulted/		Agree (staff member)	Assumption: global norm 30% at CMT level
% of time spent by national staff on 'above country' work (initiated nationally)	Proposes		Consents (if necessary)	Decides	Consulted		Initiates/agrees (staff member)	Illustrative criteria for decisions
% of time spent by international staff on country support (positive support/learning / potential)	Proposes Co decides		Consents (if necessary)	Proposes (learning) Co decides	Informed			Assumption: global norm 20%
% of time spent by international staff on country support (trouble shooting)	Initiates Consents	(Affiliates) Informed	Initiates / approves	Initiates	Initiates Approves	Arbitrates Decides		Establish norm that 30 – 50% of time of international secretariat / theme staff is spent on country support

Appendix II : Two case studies on decision-making

These are the first of several case studies to provide examples of decision-making processes in action, associated with key aspects of organisational working. We will add further case studies in time.

a) Case Study 1: Governance – establishing a new Board of Trustees in India.

The process of constituting a governing Board for ActionAid Association, the newly registered legal entity, started through a discussion between the Country Director (CD), the International Director for Asia and the Chief Executive. We went through the following steps before constituting the final Board. The Country Director had a discussion with the International Director Asia in order to arrive at some broad guidelines for identifying prospective candidates.

1. The understanding arrived at was that we identify a combination of eminent citizens, professionals, and social activists with varied experiences and ensuring that at least fifty percent of the board members would be women.
2. The Country Director and the International Director Asia had further discussions about who should be approached for the position of chair of the board. A few names were considered and it was felt that the first preference should be given to L.C Jain since he was a person of eminent stature, a Gandhian, the first High Commissioner of India to South Africa after liberation, a Maggassasy award winner and former member of the Planning Commission.
3. Simultaneously we drew up a list of other potential candidates for the board. The following names were agreed upon:
 - 1) Prof Upendra Baxi
 - 2) Dr. Shantha Sinha
 - 3) Shri Vijay K. Shunglu
 - 4) Ms. Kamla Bhasin
 - 5) Mr. P. Chennaiah
 - 6) Dr. Ruth Manorama
 - 7) Dr. Syeda Hameed
 - 8) Mr. Shankar Venkateswaran
 - 9) Ms. Rita Sarin
 - 10) Ms. Shabana Azmi

The annexure to this note also indicates the stature of persons involved and a short write up which persuaded us to finalise the said list.

In the early round of consultation, we could not identify a suitable person for the post of treasurer. The International Director Asia made efforts through his contacts and narrowed down the choice to one of the India's Former Comptroller and Auditor General. We agreed upon the said choice.

From the list of names mentioned above, Ms Shabana Azmi required some additional persuasion. The Country Director called upon her at her residence in Mumbai and familiarised her about ActionAid International and the role and responsibilities expected of a board member. She also gave her consent.

We then shared the list with the Chief Executive for appropriate processing at the International Board and after arriving at a consensus and hearing from the Chief Executive we spoke to all the board members and shared with them the Memorandum of Association, the Rules and Regulations and literature relevant to the process of internationalisation and the nature of ActionAid's work in India.

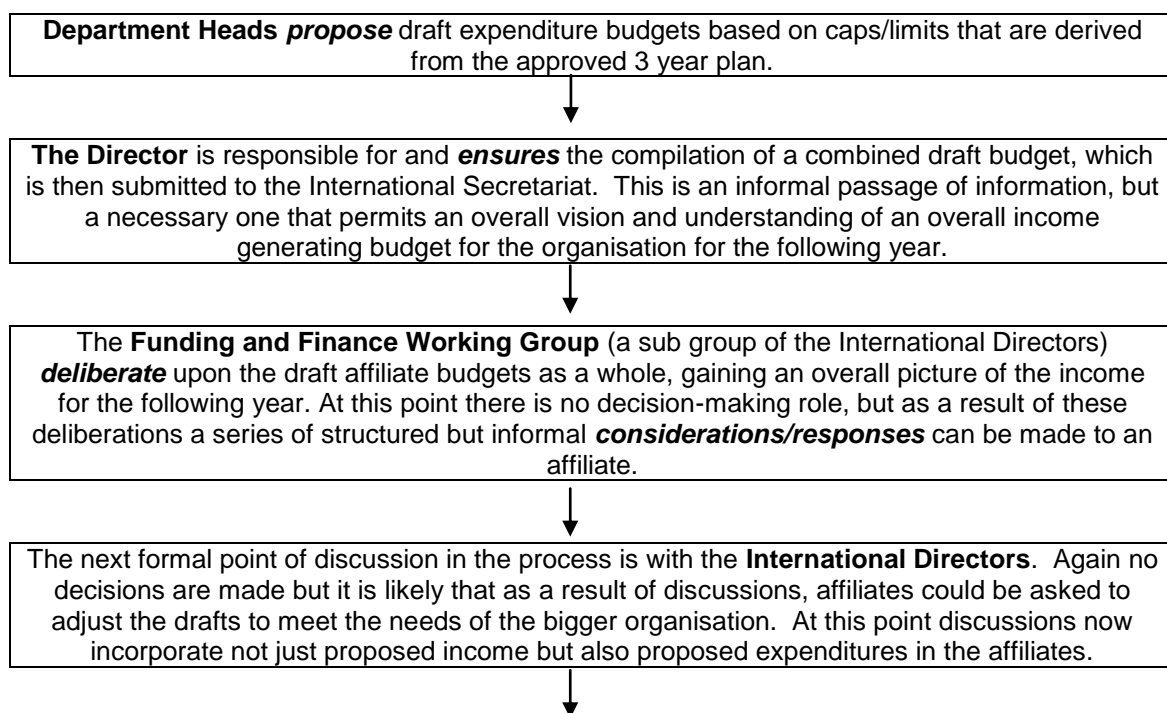
We had identified the name of a Professor from Jawaharlal Nehru University at an early stage but after some discussions among us, we decided not to approach him and instead narrowed down to a substitute name.

An evening get-together of all board members was organised in New Delhi on an occasion when Ramesh Singh was present, along with number of representatives of ActionAid International.

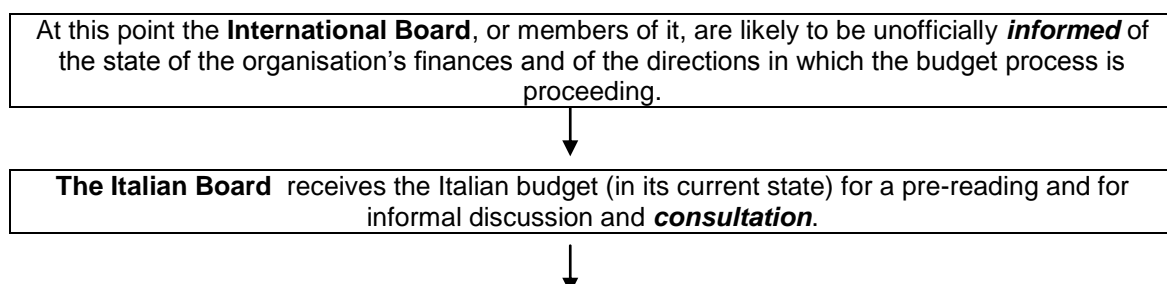
In this manner, the board was constituted through full consensus between the Country Director, the International Director for Asia and the Chief Executive.

b) Case Study 2: Budget Preparation in a Northern Affiliate (Italy)

ActionAid Italy’s preparation of the annual budget for the following year is a process of collaboration between a number of different actors, and takes place over a period of four to five months. Consensus- building is an important part of the overall process, and therefore ongoing information giving and consultation as adjustment takes place is a fundamental part of the overall mechanism of arriving at a joint agreed budget. As a result, there is a progression that permits ongoing adjustment, ending in an outcome that should not be a surprise for any of the parties involved. The fact that it is as much a **process** as **decision-making** is an important aspect, and consequently the order of consultations and information sharing is critical.



Ongoing adjustments





Appendix III: Making the matrix work

a) Working processes and groups to enable more effective decision-making

As a part of the on-going review of our matrix structure, it is critical that we create and clarify clear, transparent and reliable decision-making forums in operation across the organisation at key levels, to enable all staff to plan proper engagement of internal colleagues in planning and decision making. This will facilitate a reduction of transaction costs and the current delays in decision making.

This paper discusses forums/ meetings/ groups at 'above-country' level involving staff from multiple geographies/ functions/ themes etc.

The recommended key forums/ meetings are presented as below with the composition, frequency and purpose and level of decision-making for each. These meetings are accountable and minuted and these minutes are to be publicly available.

Forum/ Meeting	Composition	Chair	Frequency	Purpose/ Level of Decision-making
International Directors Team Meetings	CEO, all IDs	CEO	Three times a year in person, Monthly tele-conference/ VC all other months	<ul style="list-style-type: none"> • Discussions, development and decision-making at international levels • Agenda-based • Driven by statutory requirements • Approval of international standards and policies • Review of plans and budgets • Secretariat management issues • Resource allocation • Coordination towards improved internationalization • Internal communication • Coherence of culture and commonality of practice • Resolution of disputes • New country expansions • International strategy development
IDs Working Groups, currently 3 standing groups: <ul style="list-style-type: none"> • Knowledge Initiative • New Country • Affiliate Development • New group proposed: Global Campaigns and Mobilisation (see below) 	Specific IDs responsible for the working group	Specific Chair for each working group	As required	<ul style="list-style-type: none"> • Created for oversight for specific events and issues • Better risk management • Greater depth of decision-making in specific areas • Constituted by CEO • Disbanded as required
International Policy Forum	International Policy Director, Head of Campaigns, Thematic Heads, Regional Policy Managers	International Policy Director	Two times a year, Tele-conferences as required	<ul style="list-style-type: none"> • Planning and coordination of international advocacy and research initiatives, particularly on cross-thematic issues • Identification of gaps in our current policy knowledge, positions and advocacy work and development of new initiatives when necessary to close these gaps

				<ul style="list-style-type: none"> Discussion and approval of external positions and policies on cross-thematic global issues (with final signoff by ID Policy and ID responsible for the theme)
Regional Policy Forum	Regional Policy Manager, International Policy Director, Regional Thematic Coordinators and Regional Campaign staff	Regional Policy Manager	Once a year, teleconferences as required	<ul style="list-style-type: none"> Regional policy research Discussion and planning of advocacy and campaign positions and strategies in the region Approval forum for external positions and policies on regional issues (with final signoff by ID Policy and Regional Director).
Global Campaigns and Mobilisation Steering Group	International Policy Director, International Communications Director, Regional Directors, Head of Campaigns, Theme Heads	International Policy Director	As required	<ul style="list-style-type: none"> Steer the single international campaign and provide political oversight of other international thematic campaigns Develop a rolling 'political' strategy for delivering R2EP and ensure ActionAid has the right portfolio of international campaigning and mobilisation activities to achieve our objectives Set and manage strategic priorities around major global opportunities Approval forum for positions and policies that represent the organisation's thinking and beliefs externally, based on timing
Regional Management Meetings	Regional Director, all Regional Managers and Coordinators, Country Directors	Regional Director	Once a year per Region	<ul style="list-style-type: none"> Planning and budgeting meeting for the Region Approve resource allocation within region Application of restricted and unrestricted funds Allocation of CHs Debate and info-share Implications and support to operationalise strategic plans
Sub-regional Meetings	Regional Director, all Regional Managers CDs in sub-region, as per agenda – Regional Coordinators/ Advisors	Regional Director	At least once a year besides the Regional Management Meeting	<ul style="list-style-type: none"> Planning for sub-regional activities and initiatives Debate and info-share
Regional Office Meetings	All managers and coordinators of Regional Office including Regional functional and thematic staff	Regional Operations Manager	Quarterly	<ul style="list-style-type: none"> Operational meeting of Regional Office team Coordination and info-sharing between various functions at Regional Office to develop common views on how countries are managed Key decisions to enable Regional Office team to deliver on plans and budgets
International Thematic Team Meetings	In-country and 'Above-country' staff within the Theme	Theme Head	Once a year in person	<ul style="list-style-type: none"> Ensure integration of thematic work in CPs with international thematic plans Coherence building across the theme Shared learning
	'Above-country' staff within the Theme	Theme Head	Once a year in person (over and above the meeting with in-country thematic staff) Three other times by phone (once every	<ul style="list-style-type: none"> Planning and budgeting Monitoring progress and coordination across regions Decision-making on internal thematic work policy and standards

			quarter)	
International Functional Meetings	'Above-country' staff within Function (regardless of reporting lines)	Function Head	Once a year in person Three other times by phone	<ul style="list-style-type: none"> • Planning and budgeting • Project progress, coordination and management • Monitoring progress and coordination across regions • Decision-making on internal functional work policy and standards
	In-country and selected 'Above-country' staff within the Function	Function Head	Once in 2 years	<ul style="list-style-type: none"> • Ensuring integration of strategic priorities in affiliate plans. • Forum for peer reviews. • To agree on strategic priorities to be operationalised • Planning for international events and initiatives • Knowledge-share • Skill building
Affiliate/ Associate Directors' Forum	CEO, IDs, CDs of all affiliates and associates	Function Head	Once a year	<ul style="list-style-type: none"> • To support internationalization • Consistent application of governance systems and processes • Preserving AAI brand and identity thru common understanding • Airing of concerns and resolution of disputes

The above will need to be furthered detailed in terms of TORs, standard agendas and timetables for each forum/ meeting.

b) Responsibility Centres

KEY ROLE DEFINITIONS (to be read in conjunction with the role profile and job descriptions concerned)

INTERNATIONAL THEMATIC HEAD

Accountable for:

- Managing the international including regional thematic staff and team as well nurture, support, facilitate and hold accountable (to agreed policies, positions, strategies and standards) the entire thematic team and community across the organisation in the countries.
- Developing and bringing leading edge thinking, knowledge, tools and techniques to the whole organisation – centres of expertise
- Training and core capacity building at all levels from international, regional/sub-regional and country level
- Generating and sharing a global strategy rooted in reality of country plans (developed through a new synchronised planning and budgeting process) and actively contributing to the development of the regional strategy
- Engaging in a process of jointly agreeing a work plan – objectives and activities, for thematic staff working at a regional level, with the relevant regional director.
- Setting international budget for above country work
- Within the overall organisational strategy, policy positions, programme and policy including campaign strategies and standards establishing political positions, standards on behalf of the whole organisation and ensuring that all country programmes understand and are fully

conversant with these positions and standards – a thematic operating framework, that takes the thematic strategy to a practical guide to action

- ‘Above country’ campaigns, alliances, events, international conferences, external communications etc
- Maintain and represent the integrity, identity and brand and reputation of organisation to external stakeholders (statutory, regulatory, Boards, the media, the public)
- Providing an internal consultancy service, and additional ‘booster’ resource/ manpower to countries when invited/ pulled in for specific reason – e.g. support, advice, representation in country
- Developing an active network of thematic ‘named persons’ – one from each country, together with the international thematic team. This acts as the thematic community across ActionAid – the cadre of people committed to delivering, in their different ways, the thematic strategy.
- Leading the search for and delivery of multi- country donor funded projects
- Organising, theme by theme, in a way that meets each theme’s particular strategic priorities and needs to deliver ‘above country’ objectives.
- Ensuring coherence with other thematic, international and regional policy positions, strategies and standards
- Being a part of International Policy Forum and accountable to the International Policy Director for international policy advocacy and campaign positions, strategies and standards.
- Ensuring coordination, consultation, communication and joint-work with Regional Directors, Policy Directors and other Thematic Heads

Has authority to:

- Recruiting and removing international including regional thematic staff
- Set and spend ‘above country’ budget (of current regional thematic budget 30% retained by region for region-only activity, and 70% moved to international theme, including staff cost.)
- Call country directors and other thematic teams to account if they operate outside the agreed thematic policies, positions, framework, strategies, standards and plans
- Convene regional and international meetings and workshops
- Decide the strategy for international and regional representations and activities (in close consultation with regional management)

INTERNATIONAL FUNCTION HEAD (Fundraising, Communications, IASL, IT, IPD)

Accountable for:

- Managing the international including regional function staff (in case of Fundraising, Communications, Impact Assessment and Shared Learning, and Information Technology) and team as well nurture, support, facilitate and hold accountable (to agreed policies, positions, strategies and standards) the entire thematic team and community across the organisation in the countries.
- Developing and bringing leading edge thinking, knowledge, tools and techniques to the whole organisation – centres of expertise
- Generating, implementing and managing a global policies, positions, strategy, standards and plans for the function, developed in conjunction with all functional staff across the organisation
- Engaging in a process of jointly agreeing a work plan – objectives and activities, for staff working at a regional level, with the relevant regional director
- Providing technical service and expertise and support to the whole organisation

- Training and core capacity building at all levels from international, regional/sub-regional and country level
- Enabling the organisation to function and deliver the mission through clear tools, systems, policies
- Set, maintain, and develop standards and policies – an operating framework, such as exists in HR/OD and Finance and through country, regional and international functional staff, ensure the whole organisation complies with these standards.
- Maintain and represent the integrity, identity and brand and reputation of organisation to external stakeholders (statutory, regulatory, Boards, the media, the public)
- Specifically deliver organisation wide objectives such as training, capacity building, conferences, and systems.
- Ensuring clarity of linkage for every theme, function and geographical part of the organisation i.e. employ an ‘account management’ concept to other parts of the organisation. Every unit and member of staff should be aware of who ‘their’ Finance, HR, IT, comms account manager is in the organisation, and what services they can expect to receive from these persons. This does not imply additional staff – rather a directory for the rest of the organisation that details who their contact person is.

Has authority to:

- Recruiting and removing staff ‘above country’ (HR and Finance and Policy at a regional level are directly reporting to the RD, so dual responsibility with the RD for hire and fire)
- Set and spend ‘above country’ budget
- Convene regional and international workshops and meetings
- Expect, and hold others to account for, coherence and consistency in application of function standards and policies (operating framework)
- Request and expect support and commitment from regions and countries for international work that has international impact.

REGIONAL DIRECTOR

Accountable for:

- Performance management of Country Directors against agreed CSP and annual plans and budget, using personal management of country directors and the organisation monitoring tools of ALPS and IASL
- Recruitment and removal of country directors
- Establishing and developing country programmes to associate and then affiliate status
- Holding Affiliates to account for fulfilling their ‘contract’ with AAI
- Pan region Policy work and engagement with regional institutions and funders and civil society organisations, etc (much of which will be in conjunction with the regional thematic staff)
- Other work across the region that any one CP/ affiliate will not be able to fill – e.g. new countries, cross border emergencies/ issues.
- Convening cross thematic/ functional/ geographical meetings that have pan region impact or relevance
- Consolidation, compliance, collaborations and consultations related to overall regional and country level plans, resource allocation and activity.
- Select or de select regional partners
- Fully represent country programmes at specific International meetings and forums (IDs meeting and International Board)

- Pan region management issues such as succession planning, quality emergency resource reallocation
- Application of organisation wide standards and policies with regard to both thematic work and functional issues in the regional context
- Contributing fully to International thematic, policy and functional strategy and plans, decisions and activity
- Engaging in a clear process for jointly agreeing the work plan for all regional thematic and functional staff with the relevant international head. – what work will each person do that is purely regional impact and focus, and what work is international, but requiring regional input and effort.

Has authority to:

- Recruit and remove CDs for non-affiliate CPs
- Call to account national affiliate directors for not fulfilling their side of the 'contract' with AAI
- Set the regional strategy and budgets
- Select or deselect regional partners

'NON REPORTING LINE' ACCOUNTABILITIES

There are some key relationships in the matrix that are not reporting line relationships. The accountabilities between these roles are as important as direct reporting line accountabilities, and these are detailed for clarity below.

Regional Thematic Manager/ Coordinator to Regional Director

The regional thematic manager is accountable to the Regional Director for:

- Bringing proposals to the RD for the plans and budgets for the theme across the region, for discussion and approval (about 30% of their total thematic workload)
- Delivery of the thematic elements of the regional plans (these plans having been jointly agreed with the international head of theme and approved as above)
- Responding to requests for information across the region
- Participating fully in regional management office processes and forums – all key meetings and events.
- Integrating thematic work with other themes and policy initiatives across the region
- Jointly agreeing appropriate partners for thematic work at a regional level
- Regularly briefing the RD on activity, issues, progress and lessons from the theme, both from within the region, but also internationally.

In reverse, the Regional Director is obliged to include and engage the thematic person in every active way possible within the region to ensure integration of each theme.

The RD is also responsible for jointly agreeing the work plan and priorities for each thematic person with the relevant international thematic head.

Regional Policy Manager/ Coordinator to the International Policy Director

The Regional Policy manager is a key member of the international policy team. He/ she is accountable to the International Policy Director for:

- Participating in the international policy planning and budgeting process and ensuring the alignment with the regional plans and budgets.

- Delivering the International Policy strategic plan into the region, on the back of an individual work plan that has been jointly set by the policy director and the regional director.
- Participating in all key international policy processes and forums
- Inform the Policy director of all relevant regional trends, issues and opportunities.
- On behalf of International policy director, ensure all regional policy and campaign work is consistent with international positions and policies.
- Inform the Policy director of any contradictions within regional and country policy work and the international standards and policies and seek to resolve.

Likewise the International Policy Director is responsible for the professional development, guidance and supervision of the regional policy manager, and the joint setting of work plan and priorities with the Regional Director.

Regional functional coordinators to International functional heads (HR, Finance) Policy covered earlier

- Participating in the international team planning and budgeting process and ensuring the alignment with the regional plans and budgets.
- Delivering the International functional strategic plan into the region, on the back of an individual work plan that has been jointly set by the functional director and the regional director.
- Participating in international functional meetings/ training.
- On behalf of International functional director, ensure all regional activity is consistent with international operating framework, standards and policies.

Likewise the International head of function is responsible for the professional development, guidance and supervision of the regional functional coordinator, and the joint setting of work plan and priorities with the regional director.

Regional functional coordinator to Regional Director (Communications, Fundraising, IASL, IT, IPD)

The regional functional coordinators are accountable to the Regional Director for:

- Providing core services to the Regional Director to enable him/ her to manage the country programmes and deliver the regional strategy.
- For HR and Finance in particular, be a close direct partner to the RD in all aspects of the regional effort, to ensure most effective use of human and financial resources across the region.
- Bringing proposals to the RD for the plans and budgets for the function across the region, for discussion and
- Delivery of the function elements of the regional plans (these plans having been jointly agreed with the international head of function and approved as above)
- Responding to requests for information across the region
- Participating fully in regional management office processes and forums – all key meetings and events.

CENTRES OF RESPONSIBILITIES FOR DECISION MAKING

Decision-making for thematic staff at the region

CORE TASKS	RD	THEME HEAD/ ID
Recruitment	Input*	Lead
Performance review and management	Input	Lead
Partnerships with regional organisations	Lead	Input
Plans, budgets, reports	Lead Regional	Lead International
Core capacity building		Lead
External messages/ positions	Joint Lead	
Participation in external events	Lead Regional	Lead International
Convening internal workshops/ events		Lead
Geographical expansion	Lead	
New initiatives – opportunities since planning	Lead Regional	Lead International
Fundraising		Lead
Policy development	Input	Lead

* Consensus Decision

Decision-making for functional staff in IASL, IT, IPD, Fundraising and Communications at the region

CORE TASKS	RD	FUNCTION HEAD/ ID
Recruitment	Input*	Lead
Performance review and management	Input	Lead
Plans, budgets, reports	Input	Lead
Core capacity building		Lead
External messages/ positions	Joint Lead	
Participation in external events	Input	Lead
Convening internal workshops/ events		Lead
Geographical expansion	Lead	
New initiatives – opportunities since planning		Lead
Fundraising		Lead
Policy development		Lead

* Consensus Decision

Decision-making for functional staff in Policy at the region

CORE TASKS	RD	FUNCTION HEAD/ ID
Recruitment	Lead	Input*
Performance review and management	Lead	Input
Partnerships	Joint Lead	
Plans, budgets, reports	Lead	Input
Core capacity building		Lead
External messages/ positions	Joint Lead	
Participation in external events	Lead	Input
Convening internal workshops/ events	Joint Lead	
Geographical expansion	Lead	

New initiatives – opportunities since planning	Input	Lead
Fundraising	Lead Regional	Lead International
Policy development	Lead Regional	Lead International

* Consensus Decision

Decision-making for functional staff in HR and Finance at the region

CORE TASKS	RD	FUNCTION
Recruitment	Lead	Input*
Performance review and management	Lead	Input
Plans, budgets, reports	Lead	Input
Core capacity building		Lead
Convening internal workshops/ events	Joint Lead	
Policy development (Internal policies and frameworks)		Lead

* Consensus Decision

Appendix IV: Agreements

1. Affiliation Agreement

Dated

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ActionAid International

and

[]

Affiliation Agreement

**Bates, Wells & Braithwaite
Cheapside House
138 Cheapside
London EC2V 6BB**

Affiliation Agreement dated the day of 2004

Between:

(1) Stichting ActionAid International whose seat is in the Hague and whose address is at M. Bas Opmeer, FSV Accountants & Advisers BV, Hogeweg 43, Postbus 128, 5300 ac Zaltbommel, Netherlands
Established under Dutch law, registration number 2726 4198 (“AAI”)

And

(2) (affiliate)
Registered No.
Registered Office.
(any other registration details)
(the Affiliate)

Background

- A. i) AAI is established Dutch Stichting. Its objects are:-
- To relief poverty and distress throughout the world.
 - To educate the public concerning the causes, effects and means of alleviation of such poverty and distress.
 - To advance such other charitable purposes and/or purposes for the public benefit as the Board may determine.

AAI will act at all times with fairness, tolerance and respect for the individual value of all human beings and with an awareness of different cultural beliefs.

- ii) AAI has been established with the support of the legal entities ActionAid Brazil, ActionAid Hellas, ActionAid Ireland, ActionAid (UK), ActionAid USA, Ayuda en Acción, and Azione Aiuto.
- iii) AAI’s vision is a world without poverty in which every person can exercise her or his right to a dignified life.
- iv) AAI’s mission is “working with poor and marginalised people, to eradicate poverty by overcoming the injustice and inequity that cause it”.
- v) The origin of AAI is a commitment to establish an international organisation that is governed and managed with vision and leadership and made up of people from the north and the south. This is based on a recognition that in the fight against poverty people can have greater impact when they are able to act together, in coalition and partnership with others, at all levels from local to national to global.
- vi) The structures that reinforce inequity, injustice and poverty are all closely intertwined across geographical and cultural boundaries. Traditionally funded by goodwill from the north, Non Governmental Organisation (NGO) development projects, whilst producing positive outcomes at local levels, are certainly not sufficient to eradicate poverty and often are not sustainable. They have not been able to change the overall pattern of massive and increasing poverty and inequity. The solution lies in a global movement, led by poor and marginalised people, for action against poverty that cuts across national and south-north boundaries. The founding of AAI is a participation in, and contribution to, such a movement.
- vii) The founding of AAI represents a structural transformation in the creation of a new organisation with affiliates and associates governed by an international Board and supported by an International Secretariat. It also involves a cultural transformation through the development and sharing of a unifying set of core values, common vision, identity, mission, strategy, standards and systems for collective and determined action across organisational and national boundaries. The process of internationalisation and the consequent founding of

AAI is also based on the premise of respect for democracy and diversity. These foundations make the governance resilient and enhance its legitimacy and accountability to supporters, collaborators, partners and poor people in the countries where AAI and the Affiliates work. AAI aims to create a new and enhanced international profile and platform that will attract greater attention not only from those AAI wishes to influence but also other organisations which would like to join with poor and marginalised people in the fight against poverty.

viii) The founding of AAI is a response to the changing external context of the fight against poverty. It is recognised that it is necessary to respond to the changing nature and causes of poverty, be responsive to the ways in which international powers are organised and behave, and the ways in which, partners, peers, collaborators and poor and marginalised people organise themselves and respond to the changes. In order to be relevant, effective and responsive in the fight against poverty, AAI together with its Affiliates and Associate, will act as one in solidarity with poor and marginalised people and others.

B. The Affiliate's objects are []

C. The Affiliate wishes to become a member of AAI and become affiliated to it and has therefore agreed to enter into this Agreement

Terms

1. Interpretation

In this agreement the following words and phrases have the following meanings:-

1.1	“AAI Network”	AAI, its affiliates and associates, and other organisations established and/or promoted and/or supported by AAI
1.2	“Brand guidelines”	the guidelines prepared by AAI relating to the use of the Trade Mark
1.3	“Effective Date”	[]
1.4	“Financial Year”	a calendar year.
1.5	“the International Board”	the board of trustees for the time being of AAI.
1.6	“the International Secretariat”	the permanent staff of AAI.
1.7	“Licence”	the licence of the Mark to the Affiliate in the form set out in Schedule [1].
1.8	“the Management and Funding Agreements”	such agreement as the parties may reach relating to the funding of grants, the management of funds and the management of country programmes by AAI on behalf of the Affiliate.
1.9	“Territory”	[]
1.10	“Working day”	any locally agreed and, where appropriate, legally recognised working day

2. In this agreement

2.1 The singular includes the plural and vice versa

2.2 Section headings are for reference only and shall not affect interpretation.

- 2.3 The words “including” or “in particular” or any similar words apply without prejudice to the generality and without limitation.
- 2.4 Each party’s obligations apply equally to their employees, agents and associates.

3. Mutual undertakings by AAI and the Affiliate

AAI and the Affiliate will each use all reasonable endeavours to:-

- 3.1 Respect the values, mission and objects of AAI and the values, mission and objects of the Affiliate.
- 3.2 Promote and strengthen the AAI Network at all times.
- 3.3 Co-operate in developing common standards applicable throughout the AAI Network for financial controls and financial reporting, for human resources and information technology, for impact systems and all other administrative systems so as to to achieve coherence consistency and economy of scale throughout the AAI Network and in particular to abide by AAI’s policies including those set out in Schedule 3.
- 3.4 Undertake joint collaborative work with other members of the AAI Network in the Affiliate’s sub-region and globally in accordance with AAI’s internationally agreed strategies and plans.
- 3.5 Support and aid the development of AAI at all times.
- 3.6 Carry out advocacy and campaigning in relation to states and governments, profit making companies and international organisations.
- 3.7 Where appropriate carry on fundraising from individuals, communities, corporations and organisations.
- 3.8 Build and strengthen public awareness and public education and a network of public support and constituency.
- 3.9 Build and strengthen relationships with poor and marginalised people, pro-poor networks, alliances and other coalitions fighting poverty.
- 3.10 Implement international programmes, projects and functions.
- 3.11 Ensure gender equity in all their work and throughout their organisation.
- 3.12 Respect the intellectual property and confidential information of all members of the AAI Network in accordance with policies agreed from time to time.
- 3.13 Allow access to its books and records on request from the other party for the purposes of carrying out internal audit or other investigations or enquiries.
- 3.14 Retain all records as required by law or contract for a reasonable period.
- 3.15 Protect and enhance the AAI Network’s viability, identity, people, property (financial and other) integrity, gender equity and reputation.
- 3.16 Ensure accountability to poor and marginalised people and communities as well as to donors and stakeholders.
- 3.17 Ensure the safety and security of each other’s employees and volunteers.
- 3.18 Provide such support as it can reasonably procure to the other in all matters relating to their operation in as pro-active and timely a manner as possible.

3.19 Co-operate on international programmes and cross border work outside the Territory.

3.20 Make all grants subject to the Management and Funding Agreements.

4. Undertakings by the Affiliate

4.1 General

The Affiliate will:

4.1.1 Ensure that it is at all times a legally constituted undertaking as a charitable or non profit making organisation with objects similar to AAI established under the laws of the Territory.

4.1.2 Ensure that at the Effective Date its Governing body comprises only the persons names in Schedule 1.

4.1.3 Abide at all times with:

- The Licence.
- The constitution of AAI.
- Any Regulations created by AAI under its constitution.
- Any other reasonable guidance or policies adopted by AAI

For the purpose of this provision only, guidance shall be reasonable provided

- a) it is within the intentions of the parties as set out in the Background to this Agreement; and
- b) does not fall outside of the objects of the Affiliate or AAI; and
- c) does not significantly impair the Affiliate's ability to raise funds within the Territory or such other geographic area within which it is permitted to do so under this Agreement.

- The laws of the Territory
- The terms of this Agreement as amended from time to time by AAI by Special Resolution in accordance with the terms of AAI's constitution

4.1.4 In poorer countries – develop projects and programmes to address the causes and symptoms of poverty.

4.1.5 In countries other than those in 4.1.4 – develop projects and programmes to address the causes and symptoms of poverty in poorer communities and countries.

4.1.6 Co-operate and participate in peer reviews as required by AAI.

4.1.7 Allow one officer of ActionAid International appointed by AAI to serve on the governing body of the Affiliate.

4.1.8 Ensure that members of its governing body will serve for a fixed term with a maximum number of terms and time limits.

4.1.9 Ensure that members of its governing body will be unpaid volunteers who are recruited through an open and transparent process involving headhunting, advertising or other methods as appropriate, and who reflect a gender balance and ethnic and regional diversity.

- 4.1.10 Ensure that it does not operate outside the Territory save with the prior written consent of AAI.
- 4.1.11 Ensure that its Director/Chief Executive is appointed and dismissed only following consultation with AAI's board.
- 4.1.12 Co-operate with the International Secretariat on the management of the Affiliate and in particular to participate in such integrated management systems as the International Secretariat shall reasonably propose.
- 4.1.13 Send to AAI a copy of its audited accounts within 6 months of its financial year end.

Provided that the Affiliate shall not be under any obligation under this Agreement to do anything which may constitute a breach of law or contravene any regulatory guidance issued in the Territory.

4.2 Financial Matters

The Affiliate will:

- 4.2.1 Pay and/or receive a grant as agreed with the Board of AAI to be paid in such instalments as are agreed for each Financial Year.
- 4.2.2 Ensure that it operates its financial accounting based on the Financial Year.

5. Undertakings of AAI

AAI will:

- 5.1 Promptly disseminate all appropriate information to the Affiliate so as to enable it to abide by its obligation under this Agreement and in particular in relation to all policies, practices and procedures.
- 5.2 Insofar as AAI undertakes the management of funds or country programmes on behalf of the Affiliate abide by the Management and Funding Agreements at all times.
- 5.3 Operate at all times within the terms of its constitution.
- 5.4 Assess and review regularly the capacity and performance of the International Board.
- 5.5 Establish a system for the evaluation of AAI's operations including its committees, forums, etc, by the AAI Network and take all reasonable steps to implement recommendations flowing from such reviews.

6. Fundraising

- 6.1 The Affiliate shall be responsible for all fundraising within the Territory in accordance with the laws of that jurisdiction but the Affiliate shall give notification to AAI as soon as is reasonably practical where funds are sought from or offered by an international body with an office or programs within the Territory. All fundraising shall be conducted in accordance with the policies values and mission of AAI.
- 6.2 If AAI wishes to fundraise within the Territory from international organisations or from specific funds allocated for international organisations by the national organisation, it shall notify the Affiliate in writing in advance and such fundraising shall take place in conjunction and co-operation with the Affiliate.
- 6.3 The Affiliate undertakes that it will not undertake any active fundraising in relation to programmes outside the Territory or from funders outside the Territory without the prior written consent of AAI

provided that fundraising using the Internet shall not be a breach of this agreement provided the primary focus of the fundraising is within the Territory.

7. Dispute Resolution

- 7.1 If a dispute arises out of or in connection with this agreement (a "Dispute") it shall be determined in accordance with the procedure set out in this clause.
- 7.1.1 The Dispute may be referred by either party in writing for final settlement to AAI's Chief Executive and the Affiliate's Chief Executive who shall use best endeavours to resolve the Dispute within 28 days of the reference (the "First Resolution Period").
- 7.1.2 If the parties have not resolved the Dispute by the end of the First Resolution Period then the Dispute may be referred by either party in writing for final settlement to AAI's Chair to AAI's and Affiliate's Chair who shall use their best endeavours to resolve the Dispute within 28 days of the reference (the "Second Resolution Period").
- 7.1.3 If the parties have not resolved the Dispute by the end of the Second Resolution Period, then either party may request that the Dispute be referred to mediation, using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised for its role in facilitating mediation such as the Centre for Dispute Resolution.
- 7.1.4 Both parties shall co-operate with requirements of the appointed mediator.
- 7.1.5 All negotiations in relation to the matter in Dispute shall be strictly confidential
- 7.2 In the event that the parties are unable to resolve the dispute using the procedure set out in clause 7.1 above the chairs of both parties shall agree on the appointment of an independent expert qualified to practice English law. If the chairs are unable to agree on an expert they shall apply to the President of the Law Society of England and Wales for the time being to appoint an independent expert. The parties shall share equally the cost of any fees of the President of the Law Society of England and Wales for the time being in making such appointment. The expert shall determine the procedure to be followed in resolving the dispute and his/her decision shall be binding on the parties.

8. Termination

- 8.1 Either party may terminate this Agreement and such termination shall take effect immediately:
- 8.1.1 If the other party fails to perform any material obligation or persistently fails to perform any non material obligations under this Agreement, which if capable of remedy has/have not been remedied within 30 days of the other party receiving written notice requesting it to do so;
- 8.1.2 If the other party goes into liquidation or an administrative receiver, receiver and manager, or administrator is appointed over the whole or substantial part of the other party's assets, or the other party enters into a voluntary arrangement with its creditors, or suffers any similar process intended to afford the other party protection from its creditors;
- 8.1.3 If AAI is dissolved or wound up in accordance with its governing documents.
- 8.1.4 If the Affiliate is removed as an Affiliate of the Stichting in accordance with the constitution of the Stichting
- 8.1.5 On termination of the Licence Agreement.
- 8.2 Either party may terminate this Agreement by serving at least 24 months written notice upon the other.

9. Effect of Termination

- 9.1 In the event of notice being served to terminate this Agreement both parties shall work together to seek to ensure that termination causes as little harm as possible to the reputation of both organisations and to their beneficiaries. The Affiliate will work with AAI if asked to do so to help AAI establish a new Affiliate in the Territory. The Affiliate will hand over all papers relating to this Agreement on request from AAI.
- 9.2 On termination of the Agreement the Affiliate shall not do or omit to do anything which might cause any person to believe that it is still a member of the AAI Network or affiliated to AAI.

10. Mutual Indemnity

Each party undertakes to indemnify and keep indemnified the other from and against all actions, proceedings, claims, demands, costs, awards and damages arises directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by the other party (or by any person acting under any authority, sub-licence or permission of that party) in connection with its breach or non performance of any undertaking or obligation contained in this agreement.

11. Force Majeure

Neither party shall be responsible for any breach of any of the terms of this agreement which is caused by an event beyond its reasonable control.

12. Notices

- 12.1 All notices require under this Agreement shall be in writing and be addressed as below and sent by registered mail or some other form of delivery involving proof of delivery.

The address for service of AAI is: - Post Net Suite 248, Private Bag X31, Saxonwold, 2132, Johannesburg;

All notices should be sent to the attention of the Chief Executive.

The address for service of Affiliate is:-

[]

All notices should be sent to the attention of [].

- 12.2 The effective date of receipt by the other party of any notice under this agreement shall be the date shown on the proof of delivery received from the postal or delivery service used by the sender of the notice. Notices sent by fax or email are deemed to have been received unless the sending party has received notice unambiguously indicating otherwise. Where a party has received written notice of a change of the above address from the other party then that party shall use that new address.
- 12.3 A notice signed by or on behalf of either party shall be valid and effective under this Agreement. Each party acknowledges and accepts the validity and effect of such notice notwithstanding any suggestion or claim that there may have been some procedural or other irregularity in the process resolving to issue the notice.

13. Governing Law and Language

- 13.1 This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the non exclusive jurisdiction of the Courts of England and Wales.
- 13.2 This Agreement is executed in the English language. In the event that it is translated into another language, and any inconsistency or discrepancy in meaning or interpretation results from such translated agreement, the English language shall prevail and control.

Schedule 1

The Initial Board of Management of the Affiliate

Schedule 2

The Licence Agreement

Schedule 3

Current Policies

Accountability, Learning and Planning System

Rights to End Poverty, ActionAid International Strategy 2005 – 2010

Regional Strategies: Africa

Asia

Latin America and The Caribbean

Thematic strategies:

International HIV/AIDS Strategy

Food rights

Education

Women's Rights

Governance

Human Security

Functional Strategies and Plans:

-Finance Strategic Plan

Emergencies Strategy

IT Strategy

Shared Learning Framework

Global Advocacy Strategy

International Partnership Development Strategic Framework

International Gender Policy

Child Sponsorship Policies

Financial Management Framework

Global Organisational Development Framework

Funding Policies: ActionAid Core Ethical Funding Guidelines

ActionAid Policy on Funding from Government Bodies (Official Funds)

ActionAid Policy on Funding from Companies

Open Information Policy

International HR/OD Framework

Sexual Harassment Policy

Staff HIV AIDS Policy

As witness this Agreement was entered into on the above date

Signed by.....

For and on behalf of AAI

Signed by.....

For and on behalf of the Affiliate

2. Association Agreement

Dated

200

Stichting ActionAid International

and

[]

**Association Agreement
For Prospective Independent Country Programmes**

**Bates, Wells & Braithwaite
Cheapside House
138 Cheapside
London EC2V 6BB
Ref 007063/0069**

Agreement dated the day of 2006

Between:

- (1) Stichting ActionAid International whose seat is in the Hague and whose address is at M. Bas Opmeer, FSV Accountants & Advisers BV, Hogeweg 43, Postbus 128, 5300 ac Zaltbommel, Netherlands
Established under Dutch law, registration number 2726 4198 (“AAI”)
- (2) []
(the “Associate”)

Background

- A. i) AAI is established as a Dutch Stichting. Its objects are:-
- To relief poverty and distress throughout the world.
 - To educate the public concerning the causes, effects and means of alleviation of such poverty and distress.
 - To advance such other charitable purposes and/or purposes for the public benefit as the Board may determine.
- AAI will act at all times with fairness, tolerance and respect for the individual value of all human beings and with an awareness of different cultural beliefs.
- d) AAI has been established with the support of the legal entities ActionAid Brazil, ActionAid Hellas, ActionAid Ireland, ActionAid, ActionAid USA, Ayuda en Acción, and Azione Aiuto.
- ix) AAI’s vision is a world without poverty and injustice in which every person enjoys their right to a life with dignity.
- x) AAI’s mission is “to work with poor and excluded people to eradicate poverty and injustice”.
- xi) The origin of AAI is a commitment to establish an international organisation that is governed and managed with vision and leadership and made up of people from the north and the south. This is based on a recognition that in the fight against poverty people can have greater impact when they are able to act together, in coalition and partnership with others, at all levels from local to national to global.
- xii) The structures that reinforce inequity, injustice and poverty are all closely intertwined across geographical and cultural boundaries. Traditionally funded by goodwill from the north, Non Governmental Organisation (NGO) development projects, whilst producing positive outcomes at local levels, are certainly not sufficient to eradicate poverty and often are not sustainable. They have not been able to change the overall pattern of massive and increasing poverty and inequity. The solution lies in a global movement, led by poor and excluded people, for action against poverty that cuts across national and south-north boundaries. The founding of AAI is a participation in, and contribution to, such a movement.
- xiii) The founding of AAI represents a structural transformation in the creation of a new organisation with Affiliates and Associates governed by an international Board and supported by an International Secretariat. It also involves a cultural transformation through the development and sharing of a unifying set of core values, common vision, identity, mission, strategy, standards and systems for collective and determined action across organisational and national boundaries. The process of internationalisation and the consequent founding of AAI is also based on the premise of respect for democracy and diversity. These foundations make the governance resilient and enhance its legitimacy and accountability to supporters, collaborators, partners and poor people in the countries where AAI and the Associates work. AAI aims to create a new and enhanced international profile and platform that will attract greater attention not only from those AAI wishes to influence but also other organisations which would like to join with poor and excluded people in the fight against poverty.

xiv) The founding of AAI is a response to the changing external context of the fight against poverty. It is recognised that it is necessary to respond to the changing nature and causes of poverty, be responsive to the ways in which international powers are organised and behave, and the ways in which partners, peers, collaborators and poor and excluded people organise themselves and respond to the changes. In order to be relevant, effective and responsive in the fight against poverty, AAI together with its Associates Affiliates and Associates will act as one in solidarity with poor and excluded people and others.

D. The Associate wishes to become an Affiliate of AAI and has therefore agreed to enter into this Associate Agreement.

Terms

1. Interpretation

In this agreement the following words and phrases have the following meanings:-

- | | | |
|-----|---------------------------|--|
| 1.1 | “AAI Network” | AAI, its Affiliates and associates, and other organisations established and/or promoted and/or supported by AAI; |
| 1.2 | “Brand guidelines” | the guidelines prepared by AAI relating to the use of its trademarks; |
| 1.3 | “ Effective Date ” | the date which this agreement is signed between both parties |
| 1.4 | “Financial Year” | a calendar year; |
| 1.5 | “the International Board” | the board of trustees for the time being of AAI; |
| 1.6 | “Territory” | []; |
| 1.7 | “Working day” | any locally agreed and, where appropriate, legally recognised working day. |

2. In this agreement

2.1 In this Agreement:

- 2.1.1 the singular includes the plural and vice versa.;
- 2.1.2 section headings are for reference only and shall not affect interpretation;
- 2.1.3 the words “including” or “in particular” or any similar words apply without prejudice to the generality and without limitation; and
- 2.1.4 each party’s obligations apply equally to their employees, agents and associates.

3. Mutual undertakings by AAI and the Associate

3.1 AAI and the Associate will each use all reasonable endeavours to:-

- 3.1.1 respect the values, mission and objects of AAI and the values, mission and objects of the Associate;
- 3.1.2 promote and strengthen the AAI Network at all times;
- 3.1.3 co-operate in developing common standards applicable throughout the AAI Network for financial controls and financial reporting, for human resources and information technology, for impact

systems and all other administrative systems so as to achieve coherence, consistency and economy of scale throughout the AAI Network and in particular to abide by AAI's policies including those set out in Schedule 2;

- 3.1.4 support and aid the development of AAI at all times;
- 3.1.5 facilitate the activities of the AAI Network in the Territory in connection with:
 - (a) advocacy and campaigning in relation to states and governments, profit making companies and international organisations;
 - (b) fundraising from individuals, communities, corporations, organisations, governments or governmental organisations; and
 - (c) building and strengthening public awareness and public education and creating and maintaining a network of public support and constituency;
 - (d) ensuring accountability to poor and excluded people and communities as well as to donors and other stakeholders;
- 3.1.6 build and strengthen relationships with poor and excluded people, pro-poor networks, alliances and other coalitions fighting poverty;
- 3.1.7 respect the intellectual property and confidential information of all members of the AAI Network in accordance with policies agreed from time to time;
- 3.1.8 allow access to its books and records on request from the other party for the purposes of carrying out internal audit or other investigations or enquiries;
- 3.1.9 retain all records as required by law or contract for a reasonable period; and
- 3.1.10 provide such support as it can reasonably procure to the other in all matters relating to their operation in as pro-active and timely a manner as possible.

4. Undertakings by the Associate

4.2 The Associate shall:

- 4.1.1 ensure that it is at all times a legally constituted undertaking as a charitable or non profit making organisation with objects similar to AAI established under the laws of the Territory;
- 4.1.2 ensure that its governing body comprises only the persons named in Schedule 1 or such other persons the names of whom the Associate shall in writing notify AAI ;
- 4.1.3 comply at all times with:
 - the constitution of AAI;
 - any Regulations created by AAI under its constitution;
 - any other reasonable guidance or policies adopted by AAI;

(for the purpose of this provision only, guidance shall be reasonable provided:

 - (a) it is within the intentions of the parties as set out in the Background to this Agreement; and
 - (b) does not fall outside the objects of the Associate or AAI; and

(c) does not significantly impair the Associate's ability to raise funds within the Territory or such other geographic area within which it is permitted to do so under this Agreement;)

- the laws of the Territory;
- the terms of this Agreement as amended from time to time by AAI .

- 4.1.4 implement programmes and projects in the Territory for internationally prioritised objectives, programmes and projects
- 4.1.5 co-operate and participate in peer reviews as required by AAI;
- 4.1.6 allow one person appointed by AAI to serve on the governing body of the Associate;
- 4.1.7 ensure that members of its governing body will serve for a fixed term with a maximum number of terms and time limits;
- 4.1.8 ensure that members of its governing body will be recruited through an open and transparent process involving headhunting, advertising or other methods as appropriate, and will reflect a gender balance and ethnic and regional diversity;
- 4.1.9 ensure that it does not operate outside the Territory save with the prior written consent of AAI;
- 4.1.10 send to AAI a copy of its audited accounts within 6 months of its financial year end; and
- 4.1.11 ensure that the recruitment and dismissal of the country director and any change in the terms and conditions of the country director will be implemented only with the approval of the Chief Executive of ActionAid International

Provided that the Associate shall not be under any obligation under this Agreement to do anything which may constitute a breach of law or contravene any regulatory guidance issued in the Territory.

5. Provision of Information

- 5.1 AAI shall promptly disseminate all appropriate information to the Associate so as to enable it to abide by its obligation under this Agreement and in particular in relation to all policies, practices and procedures.

6. Use of the Trade Marks

- 6.1 AAI hereby appoints the Associate as its non-exclusive Licensee to use the Trade Marks in the Territory for the Term for the purpose of complying with its obligation under clause 6.2 and in accordance with the Brand Guidelines.
- 6.2 The Associate shall clearly state on all documents its status as an associate of AAI.

7. Attendance at Board Meetings

- 7.1 AAI shall permit one representative of the Associate to attend each meeting of the International Board provided that such representative shall not be permitted to be present during discussions in relation to which the International Board considers the representative to have a conflict of interest.

8. Use of Facilities

- 8.1 Insofar as AAI considers fit the Associate shall be permitted to use AAI's systems, offices, learning, staff contacts and information free of charge.

9. Undertakings by AAI:

- 9.1 AAI shall:
- 9.1.1 support governance development of the Associate Board and aid the development of the Associate to achieve Affiliation status;
 - 9.1.2 support the Associate in mutually agreed programmes and activities and leverage international relationships and networks towards the same;
 - 9.1.3 build and strengthen relationships between the Associate and the rest of AAI ;
 - 9.1.4 Create space and encourage the participation of the Associate in governance of AAI;
 - 9.1.5 ensure AAI's participation in the Associate's Board.

10. Dispute Resolution

- 10.1 If a dispute arises out of or in connection with this agreement (a "Dispute") it shall be determined in accordance with the procedure set out in this clause.
- 10.2 The Dispute may be referred by either party in writing for final settlement to AAI's Chief Executive and the Associate's Chief Executive who shall use best endeavours to resolve the Dispute within 28 days of the reference (the "First Resolution Period").
- 10.3 If the parties have not resolved the Dispute by the end of the First Resolution Period then the Dispute may be referred by either party in writing for final settlement to AAI's Chair and the Associate's Chair who shall use their best endeavours to resolve the Dispute within 28 days of the reference (the "Second Resolution Period").
- 10.4 If the parties have not resolved the Dispute by the end of the Second Resolution Period, then either party may request that the Dispute be referred to mediation, using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised for its role in facilitating mediation such as the Centre for Dispute Resolution.
- 10.5 Both parties shall co-operate with requirements of the appointed mediator.
- 10.6 All negotiations in relation to the matter in Dispute shall be strictly confidential.
- 10.7 In the event that the parties are unable to resolve the dispute using the procedure set out in this clause above the chairs of both parties shall agree on the appointment of an independent expert qualified to practice English law. If the chairs are unable to agree on an expert they shall apply to the President of the Law Society of England and Wales for the time being to appoint an independent expert. The parties shall share equally the cost of any fees of the President of the Law Society of England and Wales for the time being in making such appointment. The expert shall determine the procedure to be followed in resolving the dispute and his/her decision shall be binding on the parties.

11. Termination

- 11.1 Either party may terminate this Agreement and such termination shall take effect immediately:
- 11.1.1 if the other party fails to perform any material obligation or persistently fails to perform any non material obligations under this Agreement, which if capable of remedy has/have not been remedied within 30 days of the other party receiving written notice requesting it to do so; or
 - 11.1.2 if the other party goes into liquidation or an administrative receiver, receiver and manager, or administrator is appointed over the whole or substantial part of the other party's assets, or the other party enters into a voluntary arrangement with its creditors, or suffers any similar process intended to afford the other party protection from its creditors; or
 - 11.1.3 if the other party is dissolved or wound up in accordance with its governing documents.
- 11.2 Either party may terminate this Agreement by serving at least 3 months' written notice upon the other.

12. Effect of Termination

- 12.1 In the event of notice being served to terminate this Agreement both parties shall work together to seek to ensure that termination causes as little harm as possible to the reputation of both organisations and to their beneficiaries. The Associate if asked to do so shall work with AAI to help AAI establish a new Associate in the Territory. The Associate will hand over all papers relating to this Agreement on request from AAI.
- 12.2 On termination of the Agreement the Associate shall not do or omit to do anything which might cause any person to believe that it is still a member of the AAI Network or Associated to AAI.

13. Mutual Indemnity

Each party undertakes to indemnify and keep indemnified the other from and against all actions, proceedings, claims, demands, costs, awards and damages arising directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by the other party (or by any person acting under any authority, sub-licence or permission of that party) in connection with its breach or non performance of any undertaking or obligation contained in this agreement.

14. Force Majeure

Neither party shall be responsible for any breach of any of the terms of this agreement which is caused by an event beyond its reasonable control.

15. Notices

- 15.1 All notices required under this Agreement shall be in writing and be addressed as below and sent by registered mail or some other form of delivery involving proof of delivery:

the address for service of AAI is:- Post net suite 248, Private Bag X31, Saxonwold 2132, Johannesburg;

all notices should be sent to the attention of the Chief Executive;

the address for service of Associate is:-

.....;

all notices should be sent to the attention of Chief Executive.

- 15.2 The effective date of receipt by the other party of any notice under this Agreement shall be the date shown on the proof of delivery received from the postal or delivery service used by the sender of the notice. Notices sent by fax or email are deemed to have been received unless the sending party has received notice unambiguously indicating otherwise. Where a party has received written notice of a change of the above address from the other party then that party shall use that new address.

- 15.3 A notice signed by or on behalf of either party shall be valid and effective under this Agreement. Each party acknowledges and accepts the validity and effect of such notice notwithstanding any suggestion or claim that there may have been some procedural or other irregularity in the process resolving to issue the notice.

16. Governing Law and Language

- 16.1 This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the non exclusive jurisdiction of the Courts of England and Wales.

- 16.2 This Agreement is executed in the English language. In the event that it is translated into another language, and any inconsistency or discrepancy in meaning or interpretation results from such translated agreement, the English language shall prevail and control.

As witness this Agreement was entered into on the above date.

Schedule 1

The Initial Board of Management of the Associate

Schedule 2

Current Policies

Accountability, Learning and Planning System

Rights to End Poverty, ActionAid International Strategy 2005 – 2010

Regional Strategies: Africa

Asia

Latin America and The Caribbean

Thematic strategies:

International HIV/AIDS Strategy

Food rights

Education

Women's Rights

Governance

Human Security

Functional Strategies and Plans:

-Finance Strategic Plan

Emergencies Strategy

IT Strategy

Shared Learning Framework

Global Advocacy Strategy

International Partnership Development Strategic Framework

International Gender Policy

Child Sponsorship Policies

Financial Management Framework

Global Organisational Development Framework

Funding Policies: ActionAid Core Ethical Funding Guidelines
 ActionAid Policy on Funding from Government Bodies (Official Funds)
 ActionAid Policy on Funding from Companies

Open Information Policy

International HR/OD Framework

Sexual Harassment Policy

Staff HIV AIDS Policy

Signed by:

For and on behalf of AAI

Signed by

For and on behalf of the Associate

3.Association Agreement (Northern organisations)

Dated

2004

Stichting ActionAid International

and

()

**Association Agreement
for Northern Organisations**

**Bates, Wells & Braithwaite
Cheapside House
138 Cheapside
London EC2V 6BB
Ref: 007063/0069**

Affiliation Agreement dated the day of 2004

Between:

- (1) Stichting ActionAid International whose seat is in the Hague and whose address is at M. Bas Opmeer, FSV Accountants & Advisers BV, Hogeweg 43, Postbus 128, 5300 ac Zaltbommel, Netherlands
Established under Dutch law, registration number 2726 4198 (“AAI”)
- (2) []
(the “Associate”)

Background

- A. i) AAI is established as a Dutch Stichting. Its objects are:-
- To relief poverty and distress throughout the world.
 - To educate the public concerning the causes, effects and means of alleviation of such poverty and distress.
 - To advance such other charitable purposes and/or purposes for the public benefit as the Board may determine.
- AAI will act at all times with fairness, tolerance and respect for the individual value of all human beings and with an awareness of different cultural beliefs.
- ii) AAI has been established with the support of the legal entities ActionAid Brazil, ActionAid Hellas, ActionAid Ireland, ActionAid, ActionAid USA, Ayuda en Acción, and Azione Aiuto.
- iii) AAI’s vision is a world without poverty in which every person can exercise her or his right to a dignified life.
- iv) AAI’s mission is “working with poor and marginalised people, to eradicate poverty by overcoming the injustice and inequity that cause it”.
- v) The origin of AAI is a commitment to establish an international organisation that is governed and managed with vision and leadership and made up of people from the north and the south. This is based on a recognition that in the fight against poverty people can have greater impact when they are able to act together, in coalition and partnership with others, at all levels from local to national to global.
- vi) The structures that reinforce inequity, injustice and poverty are all closely intertwined across geographical and cultural boundaries. Traditionally funded by goodwill from the north, Non Governmental Organisation (NGO) development projects, whilst producing positive outcomes at local levels, are certainly not sufficient to eradicate poverty and often are not sustainable. They have not been able to change the overall pattern of massive and increasing poverty and inequity. The solution lies in a global movement, led by poor and marginalised people, for action against poverty that cuts across national and south-north boundaries. The founding of AAI is a participation in, and contribution to, such a movement.
- vii) The founding of AAI represents a structural transformation in the creation of a new organisation with Associates and associates governed by an international Board and supported by an International Secretariat. It also involves a cultural transformation through the development and sharing of a unifying set of core values, common vision, identity, mission, strategy, standards and systems for collective and determined action across organisational and national boundaries. The process of internationalisation and the consequent founding of AAI is also based on the premise of respect for democracy and diversity. These foundations make the governance resilient and enhance its legitimacy and accountability to supporters, collaborators, partners and poor people in the countries where AAI and the Associates work. AAI aims to create a new and enhanced international profile and platform that will attract greater attention not only from those AAI wishes to influence but also other organisations which would like to join with poor and marginalised people in the fight against poverty.

viii) The founding of AAI is a response to the changing external context of the fight against poverty. It is recognised that it is necessary to respond to the changing nature and causes of poverty, be responsive to the ways in which international powers are organised and behave, and the ways in which partners, peers, collaborators and poor and marginalised people organise themselves and respond to the changes. In order to be relevant, effective and responsive in the fight against poverty, AAI together with its Associates and Associate, will act as one in solidarity with poor and marginalised people and others.

E. The Associate wishes to become an Affiliate of AAI and become associated to it and has therefore agreed to enter into this Associate Agreement.

Terms

1. Interpretation

In this agreement the following words and phrases have the following meanings:-

- | | | |
|-----|-----------------------|--|
| 1.1 | “AAI Network” | AAI, its Affiliates and associates, and other organisations established and/or promoted and/or supported by AAI; |
| 1.2 | “Brand guidelines” | the guidelines prepared by AAI relating to the use of its trademarks; |
| 1.3 | “Effective Date” | (Insert date of signature); |
| 1.4 | “Financial Year” | a calendar year; |
| 1.5 | “International Board” | the board of trustees for the time being of AAI; |
| 1.6 | “Territory” | []; |
| 1.7 | “Working day” | any locally agreed and, where appropriate, legally recognised working day. |

2. Interpretation

- 2.1 In this agreement:
- 2.1.1 the singular includes the plural and vice versa;
 - 2.1.2 section headings are for reference only and shall not affect interpretation;
 - 2.1.3 the words “including” or “in particular” or any similar words apply without prejudice to the generality and without limitation; and
 - 2.1.4 each party’s obligations apply equally to their employees, agents and associates.

3. Mutual undertakings by AAI and the Associate

- 3.1 AAI and the Associate will each use all reasonable endeavours to:-
- 3.1.1 respect the values, mission and objects of AAI and the values, mission and objects of the Associate;
 - 3.1.2 promote and strengthen the AAI Network at all times;

- 3.1.3 co-operate in developing common standards applicable throughout the AAI Network for financial controls and financial reporting, for human resources and information technology, for impact systems and all other administrative systems so as to achieve coherence, consistency and economy of scale throughout the AAI Network and in particular to abide by AAI's policies including those set out in Schedule 2;
- 3.1.4 undertake joint collaborative work with other members of the AAI Network in the Associate's sub-region and globally in accordance with AAI's internationally agreed strategies and plans;
- 3.1.5 support and aid the development of AAI at all times;
- 3.1.6 carry out advocacy and campaigning in relation to states and governments, profit making companies and international organisations;
- 3.1.7 where appropriate carry on fundraising from individuals, communities, corporations, organisations and governments or governmental organisations;
- 3.1.8 build and strengthen public awareness and public education and a network of public support and constituency;
- 3.1.9 build and strengthen relationships with poor and marginalised people, pro-poor networks, alliances and other coalitions fighting poverty;
- 3.1.10 implement international programmes, projects and functions;
- 3.1.11 ensure gender equity in all their work and throughout their organisation;
- 3.1.12 respect the intellectual property and confidential information of all members of the AAI Network in accordance with policies agreed from time to time;
- 3.1.13 allow access to its books and records on request from the other party for the purposes of carrying out internal audit or other investigations or enquiries;
- 3.1.14 retain all records as required by law or contract for a reasonable period;
- 3.1.15 protect and enhance the AAI Network's viability, identity, people, property (financial and other) integrity, gender equity and reputation;
- 3.1.16 ensure accountability to poor and marginalised people and communities as well as to donors and other stakeholders;
- 3.1.17 ensure the safety and security of each other's employees and volunteers;
- 3.1.18 provide such support as it can reasonably procure to the other in all matters relating to their operation in as pro-active and timely a manner as possible; and

4. Undertakings by the Associate

- 4.1 The Associate shall:
 - 4.1.1 ensure that it is at all times legally constituted as a charitable or non profit making organisation with objects similar to AAI established under the laws of the Territory;
 - 4.1.2 ensure that its Governing body comprises only the persons named in Schedule 1 or such other persons the names of whom the Associate shall in writing notify AAI ;
 - 4.1.3 abide at all times with:
 - the constitution of AAI;

- any regulations created by AAI under its constitution;
 - any other reasonable guidance or policies adopted by AAI;
- (for the purpose of this provision only, guidance shall be reasonable provided
- a) it is within the intentions of the parties as set out in the Background to this Agreement; and
 - b) does not fall outside the objects of the Associate or AAI; and
 - c) does not significantly impair the Associate's ability to raise funds within the Territory or such other geographic area within which it is permitted to do so under this Agreement;)
- the laws of the Territory;
 - the terms of this Agreement as amended from time to time by AAI ;

4.1.4 co-operate and participate in peer reviews as required by AAI;

4.1.5 allow one officer of ActionAid International appointed by AAI to serve on the governing body of the Associate;

4.1.6 ensure that members of its governing body will serve for a fixed term with a maximum number of terms and time limits;

4.1.7 ensure that members of its governing body will be recruited through an open and transparent process involving headhunting, advertising or other methods as appropriate, and will reflect a gender balance and ethnic and regional diversity;

4.1.8 ensure that it does not operate outside the Territory where it is currently working and where AAI or its Associate or Affiliate works save with the prior written consent of AAI; and

4.1.9 send to AAI a copy of its audited accounts within 6 months of its financial year end.;

Provided that the Associate shall not be under any obligation under this Agreement to do anything which may constitute a breach of law or contravene any regulatory guidance issued in the Territory.

4.2 The Associate shall:

4.2.1 pay a grant (as agreed on an annual basis with the International Board) in such instalments as are agreed for each Financial Year; and

4.2.2 ensure that it operates its financial accounting based on the Financial Year.

5. Provision of Information

AAI shall promptly disseminate all appropriate information to the Associate so as to enable it to abide by its obligation under this Agreement and in particular in relation to all policies, practices and procedures.

6. Use of the Trade Marks

6.1 AAI hereby appoints the Associate as its non-exclusive Licensee to use the Trade Marks in the Territory for the Term for the purpose of complying with its obligation under clause 6.2 and in accordance with the Brand Guidelines.

6.2 The Associate shall clearly state on all documents its status as an associate of AAI.

7. Attendance at Board Meetings

7.1 AAI shall permit one representative of the Associate to attend each meeting of the International Board provided that such representative shall not be permitted to be present during discussions in relation to which the International Board considers the representative to have a conflict of interest.

8. Use of Facilities

8.1 Insofar as AAI considers fit the Associate shall be permitted to use AAI's systems, offices, learning, staff contacts and information free of charge.

9. Fundraising

9.1 If AAI wishes to fundraise within the Territory from international organisations or from specific funds allocated for international organisations by a national organisation, established in the Territory it shall notify the Associate in writing in advance and such fundraising shall take place in conjunction and co-operation with the Associate.

9.2 The Associate undertakes that it will not undertake any active fundraising in relation to programmes outside the Territory or from funders outside the Territory without the prior written consent of AAI provided that fundraising using the Internet shall not be a breach of this agreement provided the primary focus of the fundraising is within the Territory.

10. Dispute Resolution

10.1 If a dispute arises out of or in connection with this Agreement (a "Dispute") it shall be determined in accordance with the procedure set out in this clause.

10.2 The Dispute may be referred by either party in writing for final settlement to AAI's Chief Executive and the Associate's Chief Executive who shall use best endeavours to resolve the Dispute within 28 days of the reference (the "First Resolution Period").

10.3 If the parties have not resolved the Dispute by the end of the First Resolution Period then the Dispute may be referred by either party in writing for final settlement to AAI's Chair and the Associate's Chair who shall use their best endeavours to resolve the Dispute within 28 days of the reference (the "Second Resolution Period").

10.4 If the parties have not resolved the Dispute by the end of the Second Resolution Period, then either party may request that the Dispute be referred to mediation, using, if appropriate, the offices of a mediator in accordance with appropriate procedures established by a body recognised for its role in facilitating mediation such as the Centre for Dispute Resolution.

10.5 Both parties shall co-operate with requirements of the appointed mediator.

10.6 All negotiations in relation to the matter in Dispute shall be strictly confidential

10.7 In the event that the parties are unable to resolve the dispute using the procedure set out in this clause the chairs of both parties shall agree on the appointment of an independent expert qualified to practice English law. If the chairs are unable to agree on an expert they shall apply to the President of the Law Society of England and Wales for the time being to appoint an independent expert. The parties shall share equally the cost of any fees of the President of the Law Society of England and Wales for the time being in making such appointment. The expert shall determine the procedure to be followed in resolving the dispute and his/her decision shall be binding on the parties.

11. Termination

11.1 Either party may terminate this Agreement and such termination shall take effect immediately:

- 11.1.1 if the other party fails to perform any material obligation or persistently fails to perform any non material obligations under this Agreement, which if capable of remedy has/have not been remedied within 30 days of the other party receiving written notice requesting it to do so; or
- 11.1.2 if the other party goes into liquidation or an administrative receiver, receiver and manager, or administrator is appointed over the whole or substantial part of the other party's assets, or the other party enters into a voluntary arrangement with its creditors, or suffers any similar process intended to afford the other party protection from its creditors; or
- 11.1.3 if the other party is dissolved or wound up in accordance with its governing documents.

11.2 Either party may terminate this Agreement by serving at least 3 months' written notice upon the other.

12. Effect of Termination

- 12.1 In the event of notice being served to terminate this Agreement both parties shall work together to seek to ensure that termination causes as little harm as possible to the reputation of both organisations and to their beneficiaries. The Associate shall, if asked to do so, work with AAI to help AAI establish a new Associate in the Territory. The Associate will hand over all papers relating to this Agreement on request from AAI.
- 12.2 On termination of the Agreement the Associate shall not do or omit to do anything which might cause any person to believe that it is still a member of the AAI Network or Associated to AAI.

13. Mutual Indemnity

Each party undertakes to indemnify and keep indemnified the other from and against all actions, proceedings, claims, demands, costs, awards and damages arises directly or indirectly as a result of or which would not have arisen but for anything done or omitted to be done by the other party (or by any person acting under any authority, sub-licence or permission of that party) in connection with its breach or non performance of any undertaking or obligation contained in this Agreement.

14. Force Majeure

Neither party shall be responsible for any breach of any of the terms of this Agreement which is caused by an event beyond its reasonable control.

15. Notices

15.1 All notices require under this Agreement shall be in writing and be addressed as below and sent by registered mail or some other form of delivery involving proof of delivery:

the address for service of AAI is:- Post net suite 248, Private Bag X31, Saxonwold 2132, Johannesburg;

all notices should be sent to the attention of the Chief Executive;

the address for service of the Associate is:-

.....;

all notices should be sent to the attention of Chief Executive.

15.2 The effective date of receipt by the other party of any notice under this Agreement shall be the date shown on the proof of delivery received from the postal or delivery service used by the sender of the notice. Notices sent by fax or email are deemed to have been received unless the sending party has received notice unambiguously indicating otherwise. Where a party has received written notice of a change of the above address from the other party then that party shall use that new address.

15.3 A notice signed by or on behalf of either party shall be valid and effective under this Agreement. Each party acknowledges and accepts the validity and effect of such notice notwithstanding any suggestion or claim that there may have been some procedural or other irregularity in the process resolving to issue the notice.

16. Governing Law and Language

- 16.1 This Agreement and its interpretation, construction and effect shall be governed by the laws of England and Wales and the parties submit to the non exclusive jurisdiction of the Courts of England and Wales.
- 16.2 This Agreement is executed in the English language. In the event that it is translated into another language, and any inconsistency or discrepancy in meaning or interpretation results from such translated agreement, the English language shall prevail and control.

As witness this Agreement was entered into on the above date.

Schedule 1

The Initial Board of Management of the Associate

Schedule 2

Current Policies

Accountability, Learning and Planning System

Rights to End Poverty, ActionAid International Strategy 2005 – 2010

Regional Strategies: Africa

Asia

Latin America and The Caribbean

Thematic strategies:

International HIV/AIDS Strategy

Food rights

Education

Women's Rights

Governance

Human Security

Functional Strategies and Plans:

-Finance Strategic Plan

Emergencies Strategy

IT Strategy
Shared Learning Framework
Global Advocacy Strategy
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Open Information Policy
International HR/OD Framework
Sexual Harassment Policy
Staff HIV AIDS Policy

Signed by:
For and on behalf of AAI

Signed by
For and on behalf of the Associate

Appendix IV: International Coordination Structure of Tsunami Programme

Background and Terms of Reference

It is one year since the Tsunami struck and ActionAid set up an international programme across five countries to help the relief, rehabilitation and redevelopment effort. In-country programmes have been established in India and Sri Lanka and local work with and through partners is being undertaken in all five countries.

There are two more years of Tsunami funding. This point – one year in, and two years to go – provides an important opportunity to take a step back and review – to look back at how things had been handled and to look forward to see what to continue, what needs to start to be done now, and what needs to stop/ reduce now in the ways the international programme is handled within ActionAid.

I was asked to help with this review. In addition, I was asked to draw out lessons for similar programmes in the future and, if relevant, for ActionAid's own internal process of internationalisation.

Method

I read many relevant internal documents, spoke to most people concerned with the programme by telephone and / or face to face, then facilitated a workshop to draw out the learning from the last year and to see how best to move forward from now.

See Appendix 1 for details.

Main points

The first point which must be emphasised is that this has been a *pioneering* project and as such everyone must take great credit for setting to and getting things done during the last year, against all odds!! There is a lot of learning about how well things have been done, and things to learn which will make things smoother and less stressful next time. Much of this learning is articulated in the outputs from the Colombo workshop 16-17 January 2006.

Some critical successes were:

- Getting out there immediately, being visible on the ground
- Someone on the ground taking a lead to set things up, making things happen
- Making use of contacts in the region to get things moving
- Very early involvement and commitment of CEO and other senior people
- Getting a team in place to co-ordinate activity which was essential in the early stages.
- Having a longer term plan to resource the work
- Keeping people in the relevant countries and in the wider world well informed, day by day about what was happening on the ground – everyone felt involved and informed.
- Working in ways which were true to AAI values and approach – participation of communities and partners and taking a rights based approach to the work
- Planning for a time to stand back and take a longer view

Most critical successes happened early on, when the skills and experience of key players brought order and structure to a chaotic situation.

Some things which didn't work so well were:

- Slow recruitment for both the international team (recruitment only just complete in 0106) and for the in-country programmes
- A lack of clarity internally about expectations of partners and of ways of working
- A lack of clarity about the practical implications of working in a new way – i.e. in a matrix management structure
- Performance standards were not explicitly reinforced through the line, so when international requirements were not met, there was no agreement about how this should be handled
- Decisions about priorities and activity were not deliberately made jointly between the international and in-country teams, so there was some tension there which affected cooperation and performance

- There has not been sufficient sharing of operational experience between the in-country programmes, and the smaller programmes have felt at a disadvantage at times
- No opportunity has been taken for the Management Group or the international coordination team to take time out to think about how they want and need to work together as a team each of them and both together.
- There is a feeling sometimes in the in-country programmes that the international team lacks a *deep* understanding and appreciation of their particular world and at times this has led to less effective working than hoped for.

Most of these things happened in the second phase when internal systems and mechanisms etc. were being set up. Some of these difficulties were the result of AAI being in a period of transition - 'between strategies' and ways of working to deliver those strategies. For the new strategy R2EP to work, there will be an increase in the influence of themes and a decrease in country autonomy; there will need to be more joint and joined up thinking and decision making. This programme has come into being before all these new ways of working have been sorted and integrated organisationally, so I think that the tensions which have occurred are predictable and normal in these circumstances, and if learnt from, can help the cultural and management changes needed more widely in AAI for effective delivery of the R2EP strategy.

From the many discussions I had, I realised that an international project such as this moves gradually but definitely from needing a lot of extra capacity in the initial stages to complete integration within country programmes or exit from the country at the ending of the funding period. Roles, skills and approach need to change throughout this process. Any international resource will take a large and prominent role at the start of any international disaster; over time, however, as countries get their own act together, responsibility, ownership, accountability for delivery must move to local people. Deliberate review points are helpful to enable participants to take a step back and review progress so far and plan what needs to be different going forward. The Colombo workshop happened at just such a time

ActionAid has very strong and differentiating principles of rights and leadership at grassroots level. These need to be more visible in the way frontline staff and local communities/ partners are involved, consulted, enabled to take the lead in complex multi-country programmes, even in the early stages of an international programme. A simple illustration is to ensure local communities and staff contribute to international policy initiatives, then to share the international policy outcomes with affected people in the form and language understood by them. More detailed proposals relating to this are in the Colombo workshop notes, see the section on effective ways of working bottom-up and top-down.

Any international resource / team should primarily be accountable for reporting to external bodies, for design and quality of the programme overall, rather than for delivery, which best remains in the line. Accountability for operational delivery changes over time, and once country people are in place, needs to be shifted from the Head of Emergencies and an international team to the line, and mechanisms put in place there to ensure common standards/ requirements are met. Requirements from the international resources can be built into performance plans and supported and reinforced through the line

The relationships between international resources and those 'in-country' should be a real partnership. The focus of the international resource should always be to use country resource in thinking and their work as much as possible and supplementing that only when necessary. Use the 'tell to advise model' (see Appendix 2). A good working principle is to ensure that decisions made by the international resource which affect in-country resource should be agreed with relevant country staff in advance

Timeliness: how work is conducted sets the tone for the programme. If there is a real partnership between international and in-country resources, arrangements for workshops, meetings, reports will be made jointly, for mutual benefit and convenience. When this is not the case, there is resentment and a feeling of disempowerment on the part of the country staff, of 'top down', as it is the international resource who is felt to impose. So, guidelines may help here e.g. notice of meetings/ workshops etc should be made a minimum of a month in advance – preferably longer. Any arrangements should be made taking account of the priorities and commitments of in-country resources.

DEC and other bodies to which progress reports are sent should also respect these sorts of relationships and work in ways which show respect for them. Staff in the in-country programmes have seen DEC as rather high-handed, changing their requirements at short notice and insisting on special rather than integrated reporting mechanisms.

Recommendations for a workable way forward for the management and coordination of the Tsunami Programme.

As noted above, this project is moving well towards normalisation and the coordination and support to the programme should reflect that movement. It was confirmed at the Colombo workshop that there would be an international resource of some sort until the end of the Tsunami funding – to manage and account for the funds and to reinforce the increasingly international nature of ActionAid's work as exemplified by the increase in prominence of the six themes and consequent reduction in country / geographically –based autonomy.

I recommend that

- 1. the Management Group (as 'the line') assumes the accountability for delivery of the Tsunami programme which previously rested with the coordination team**
- 2. the Management Group takes on more collective and focused decision making for the programme, that**
- 3. the oversight group size reduces to the minimum required to keep an eye on the main risks for AAI (Richard, Nigel and John), according to their decision of June 05 on the role of that group**, and that**
- 4. the coordination team ceases to exist as it is currently configured and international support is put in place which more clearly reflects the increasingly lead role taken by the Tsunami programme in-country (i.e. as the Tsunami programme becomes integrated into normal country programme working)**
- 5. a change in mindset on the part of all participants in the Tsunami programme**

There are significant implications of these proposals, which follow:

1. The Management Group will need to make collective decisions about direction, priorities and delivery of the Tsunami programme. They will also need to agree how to ensure that the requirements and standards specified by international staff are met through the performance management plans.
2. The Management Group is poised to review its composition and ways of working. This should be done as soon as possible after the decision about the future working of the Tsunami programme. There were many proposals made at the Colombo workshop to help them and these should be used to help this review. Discussions at meetings should be business oriented and focused; decisions need to be well-informed - drawing on information from all programme countries. This group will need to take collective decisions about particular resources needed, and how these resources (staff or consultants) are best deployed
3. The oversight group, which agreed in June 05 that it would focus on the risk framework only and leave the other directional and strategic decisions to the international directors through the line. In initial stages of an international programme, an oversight group is helpful to pull things together at a 'Board' level. Once a programme is integrated, the role of an oversight group becomes redundant like other international roles, and the people who had helped the programme get started within a secure framework can hand it over to leaders and managers more appropriately placed to watch for and bring the bigger picture into operational thinking.
4. The biggest change is the role and contributions of international support to the field. I propose that there is more flexibility in the resourcing of support to the field. There should be both people resource and pots of money available to use through the rest of the funded period:
 - On the people side, there should be an international *advisory* resource for the Tsunami programme focussing on developing and ensuring common standards for the programme, and ensuring that there is effective impact, influence, reputation externally, and that the experience of the programme results in better performance generally in AAI 's work. The resource will comprise a programme adviser, a policy adviser and an administrative manager. These people will be located in Colombo; this will help to maintain the sense of thematic/ international ownership of the programme. There will be a finance adviser, located within the regional office in Bangkok, thus reflecting the increasing ownership of the programme by regions and countries.
 - The programme adviser will have main responsibility for support to the field 'on the job'. It will be an advisory role, so need will be identified by people in the field
 - The policy adviser will have main responsibility for drawing together policy messages for international use from the practice and experience of staff and communities. The field and the international emergencies team will have equal call on this person's time.

- The Administrative manager will have main responsibility for getting things done for and on behalf of the Management Group – servicing their meetings and managing the implementation of their decisions. They will also undertake some OE responsibilities

They will all share responsibility for impact assessment and shared learning.

They will all face three ways – towards the field, towards international emergency work and towards AAI – organisational change.

They will report to Bijay Kumar as the regional Human Security lead. Bijay will manage the Maldives and Indonesia programmes in that role too. He will therefore need to consider the Sri Lanka country structure to enable him to take on these additional responsibilities. For Tsunami work Bijay will report to both John Samuel Regional Director for operational 'line' deliverables and Roger Yates as Head of Emergencies for the international dimension eg reporting, international communications and policy work..

- On the financial side, there should be some budget lines available to help programmes buy in resource (staff and/ or consultants) as/ when they need it. The lines should be ring-fenced for Tsunami work: one line in the region for financial and communications needs, one line with the Management Group for programme needs, and one line with the advisers to boost their capacity as/when needed. This should bring greater flexibility as there are different needs now from the past and there are different needs between countries involved in the Tsunami programme.

** see RM's email to RS of 13.06.05

5. The change in mindset required is that **all** participants take a high level of personal responsibility for taking the initiative to help themselves and others. That means not waiting for others to act, calling others to find out what they are doing not waiting for them to pass on information, articulating clearly the needs of each country programme so that others may help more easily, when things are not right, making proposals to improve things and not just pointing out the problem, making sure that international resources are used effectively in all countries, that expertise available in each country is known to others so it can be fully utilised.

Time should be allocated for Management Group members to consider how they are going to work together effectively as a team for the remaining period of the Tsunami programme

International staff offering support to the Tsunami programme need to gain a deep understanding of the country programmes – find out what makes the people there tick so that support can be really effective

Note I have used the term international team (joined up, close working) in some places and international resource (loose working, as a group rather than a team) in others. One of the decisions to be made and reviewed through a programme like the Tsunami is which model is more suited to which circumstances. My view is that early on a sense of 'team' is very helpful to all; later on when other people need to take more of a lead, a looser grouping might be more appropriate

Proposals for future multi-country programmes

Note: many of the proposals below are based on what is being or has been done in many places on many occasions. The purpose of listing them is to highlight best practice and to help transfer best to common practice in the future.

General

Facing outwards

- There should be explicit and formally expressed expectations of partners and programme delivery
- Explanation is needed to help partners to understand ActionAid and its international standards, which they need to work to

- Call on and deliberately/ explicitly use the skill and experience of partners, local communities and field staff deliberately and consciously in both design and delivery of learning experiences
- Work to ensure that DEC / funders give at least one month's notice of any reporting requirements or changes to these
- That proposed international policy work / initiatives are tested and improved by exposing them to local workers and communities for comment and addition. This will strengthen their impact and will ensure their relevance locally, nationally and internationally.

Facing inwards

International team members need to be accessible and ready to help WHEN local staff and / or partners are ready for it. They might prompt lightly, but not impose or plan for others in their absence.

- The international team should be accountable for quality and design, and for *supporting and facilitating* delivery of the Tsunami programme. Accountability for operational delivery should be through the line. Standards and requirements should be included in a formal agreement between the international and in-country teams, and individual compliance should become an explicit part of an individual's performance plan and measures of their success
- Link more explicitly and deliberately international initiatives with national initiatives.
- Clarify who is accountable to whom for which aspects of the programme.
 - Initially accountability will be greater to the international people – the oversight group, the international specialists. Over time, this accountability will transfer to the line, with standards being maintained by the international resource:
 - the/an oversight group, the management group and the 'line'– what is the difference in accountabilities between these at any one time and over time?
 - What do in-country staff account to 'the line' for in relation to the multi-country programme and for what do they account to an international resource? This needs to be clarified at any one time and reviewed over time
 - To whom does any in-country specialist resource account, and for what? These specialists work with both the line and with their international counterparts and their accountabilities need to be clarified at any one time and over time.
- Oversight Group and Management Group meeting minutes should be forwarded automatically to all relevant participants and key decisions must be extracted and highlighted so they are easy to see and understand.
- Deliberately build on existing mechanisms rather than creating new ones e.g. performance management, informal and formal systems of communication between countries and groups
- Experts' visits /workshops are seen as potentially really useful; these need to be
 - well organised,
 - organised with good notice (min. a month)so they are more effective and
 - local experts should be used in design and delivery
- Use RACI model on these programmes and sub-projects, to help identify and agree who holds the different roles and responsibilities.

Particular learning for early phases of future international disaster programmes

Some things would helpfully be agreed in advance or VERY early on in programmes such as this in future. These are:

- The criteria for working in new countries in emergencies and for establishing new country programmes. AAI's strategy on this needs to be widely known and shared. There have been questions from Sri Lanka, Thailand and the Maldives about this - these are all countries which have an emergency programme and all are interested to know what would need to happen (or not) to convert that emergency programme into a possible (normal) country programme. People concerned are not clear and in future need to be.
- Clarifying what 'one programme' means for AAI? A single programme framework and management framework? A framework for an external audience, management/decision making, political purpose? Accountability to donor as one programme? Having a set of minimum commonalities? Or something else?

- The content for MoUs of affiliates/ partners. Partners in particular would find this helpful. Make explicit the expectations of all parties and make this formal and clearly understood by dialogue as well as in writing.
- AAI's approach, values, ways of working and standards need to be explicit, and what this means for decision making and operations. In addition, there is a need to help translate/ interpret international standards into relevant locally relevant ones (language and context)
- There is a strong need in very early stages for a resource when everything is confused to help look after staff, and to coordinate and communicate activity. An international team is ideally placed to do this.
- Identify in advance the key decisions which need to be taken early in multi-country work? Which ones should be taken by whom, and why?
- It is REALLY important to get really good HR practices to recruit, retain and support (counsel) staff (See Accenture review and report 05)

Different roles

Relevant roles for an international resource in the first period of relief

- Getting out there immediately, being visible on the ground
- Someone on the ground taking a lead to set things up, making things happen
- Making use of contacts in the region to get things moving
- Getting a team in place to co-ordinate activity which is essential in the early stages.
- Keeping people in the relevant countries and in the wider world well informed, day by day about what is happening on the ground so that everyone feels involved and informed

Note: there are detailed proposals on the roles and contributions of an international resource in the Colombo workshops notes, see section on Phase 1 learning.

Relevant roles for an international resource once in-country resources are established:-

- to carry out some research to be done from the outside world –
 - other agencies – what can we learn from their experience of handling disasters?
 - other global/local organisations – how do they lead, make decisions, and manage disasters / emergencies effectively? The learning from this would be relevant to both multi-country work and internationalisation in order to clarify and articulate ActionAid's particular 'niche' in the arena of emergencies/ disasters.
- to facilitate more the exchange of practical experience of people working in the field then add to it if there are gaps in skill and bring in the broader, international dimension. Conduct some 'how to' sessions but as much as possible use the skills existing on the ground.
- to help fieldworkers build the capacity of local community groups, thus adding power to them. The international resource can give very effective help in building networks of civil society; these networks in turn give weight and credibility to international dialogues because they are seen to draw on *real* and *many* local experiences.
- to help to build preparedness in prone areas in advance of disasters: There should be SHORT guides on finance, personnel, there should be a multi-country crack team available to get response started, and there should be media training. There should be some simple description of how ActionAid works, its expectations of its staff and partners and its values and principles. This would be valuable now, and especially in the early stages of any future emergency programme. These guides would be applicable to other types of international and country programmes where work is starting with partners, as well as to disaster programmes. AAI and country staff, together with partners in the current programme could help put these together as they have excellent experience on the ground

Note: there are detailed proposals on the roles and contributions of an international resource in the Colombo workshops notes, see section on the changing role and approach of an international team

Roles of a multi-country Management Group

The key roles of that group are to give direction, set priorities, and allocate key resources especially those of any international resource / team.

They must make key decisions, those which affect a large number of people, are strategically important or high level operational issues.

Additionally, they have a responsibility to:

- stand back and review changes in need/ roles arising from changes in circumstances in different countries
- understand and articulate the differences and variation in approach/ need/ relevance of international support people over time and in different countries
- develop together the strategy and plans for both in-country and international people, and to make sure that thematic/country strategies and plans/ways of working are deliberately aligned
- ensure the matrix management system works effectively, through their collective leadership and by setting an example to others.

Note 1: there are detailed proposals on this in the Colombo workshop notes. See section on Proposals to help the Management Group review its roles and responsibilities and Appendix 4 of this report.

Some AAI standards, principles and good practices

From our work in this review, some standards, principles and good practices for international working have become more explicit. These are:

- AAI staff should actively take their lead from community based institutions and people in the start up phase as well as later
- Co-ordination may be helped early on by creating additional capacity that, but should gradually move to become normal practice within country programmes
- In phase 1 there are very many people new to AAI, so everyone is learning.
- Recognise it takes time to spend money in Phase 1 in a new programme
- With such stressful work, ensure that there are compulsory breaks, do something lighter, take short retreats to share learning and just ventilate. Make sure these are built in from early on, to support staff and avoid burn-out.
- Differentiate explicitly and regularly between needs of new cps and on-going ones
- Assessment and decision about whether to start up a country programme for a disaster should be taken within the first 7-10 days by ID for HS, HOE, and CEO during the first stage of relief work.
- Build in awareness of the need to change role locally and internationally in response to changes in need and local circs. Looks for this flexibility when recruiting and take stock periodically to mark changes in focus/ emphasis/ role
- Decision to commit to an emergency should include whether to make a commitment automatically to longer-term development (resourcing – money, people, systems etc) need to reflect this)
- Explicit expectations that programme will start internationally and that as soon as possible it will move to within countries, and wherever possible the local people should be supported to take a lead role in learning - sharing experience and developing skill. Lead responsibilities for multi-country co-ordination can be taken over within the relevant countries, with some experienced outsider acting as sounding board and check. Finance accounting and reporting as well as communications work may continue to need special resources.
- Strategy and plans for any co-ordinating team should be developed in conjunction with relevant line managers, to ensure priority and different needs between countries are addressed.
- There should be a two- stage induction
 - - A basic induction to AAI – what is ActionAid, what are its principles and ways of working, funders, reporting requirements – who and why?
 - Followed by a second stage approx one month later – meeting people and introducing the person to the work in more depth – when things make more sense.

Next Steps

- 1) International Director for Human Security, relevant Regional Directors and Head of Emergencies should agree the future management and coordination of the Tsunami programme
- 2) The Management Group should take time away from operational work to review its remit, composition and ways of working together. They need to work as a team from now on.
- 3) The international team should review its work and approach, and start to make plans to move to the next stage of international support as defined by IDHS, Regional Directors' (Asia and Africa) and HOE's decision
- 4) Changes to job descriptions, roles, responsibilities should be formalised.
- 5) New staff recruited and budget lines put in place.

All this should be up and running by May 06 at the latest.

Rosemary Jackson
Consultant
January / February 2006.

Appendix 1

ActionAid International Tsunami Response Review of International Coordination Structure

TERMS OF REFERENCE

Background

Following the 2004 Asian tsunami, ActionAid responded with the establishment of a programme focussed on work with survivors of the tsunami across five countries: India, Sri Lanka, The Maldives, Thailand and Somalia.

ActionAid India and ActionAid Thailand pre-date the tsunami and the teams there have managed the response in their respective countries. ActionAid Somaliland has managed the response in Somalia in an area not previously covered by the organisation. ActionAid Sri Lanka is a new Country Programme established following the tsunami on the recommendation of an assessment mission. Operations in The Maldives are carried out entirely through a Maldivian partner organisation; ActionAid has no team in The Maldives.

The response to the tsunami is the largest single project in ActionAid's history in both financial and human resource terms. The International Tsunami Response Coordination (hereafter ITRC) Team was established to ensure the coherence and consistence of one international tsunami programme. Permanent recruitment of the team members was completed in July, with consultants and secondees filling roles until then. The team is lead by the International Tsunami Programme Coordinator and is based in Colombo with a Support Officer (Donor Relations) based in London.

The ITRC Team: rationale and role

The team has five members that coordinate and support the five country teams (partner in the case of The Maldives) on programme, finance, donor reporting, communications and policy work. The overall key focus areas for the team are:

- To ensure quality of programmes and adherence to international standards
- To manage risk
- To demonstrate accountability

- To facilitate shared-learning and knowledge

Some key outputs from the team so far have been:

- Timely reporting to the Disasters Emergencies Committee
- Financial management and coordination
- Policy coordination and regional workshop
- Sector-specific programme support
- Peer Review of programme
- Women's Rights – review and recommendations country by country
- Communications training workshop for tsunami communications staff
- Programme updates to the organisation, trustees and supporters/public
- Direct management of Maldives partnership

The Challenge

The huge public profile of the tsunami appeal, together with the vast sums of money raised, has resulted in a level of upward accountability not seen before within ActionAid. Coordination across the programme has been essential to meet the need to demonstrate accountability. The challenge for the ITRC has been to deliver in a culture of unusually high upward accountability, within the context of a decentralised working structure and a parallel responsibility to improve downward accountability and increase programme quality.

Objectives of Consultancy

- To draw out lessons from first year of the international coordination of the tsunami response (with a consideration of the 'Oversight Group' function) and establish:
 - What has worked and should be built on.
 - What has not worked or hindered progress and the reasons for this.
 - How has ActionAid's 'normal' way of working (decentralised and led by countries) has contributed to success or problems.
 - What wider lessons can be learnt by ActionAid International for the management of multi-country programmes?
- On the basis of the initial research to design and facilitate a workshop that will discuss the above findings and will recommend the objectives, ways of working, structure, skills and capacity for the future international coordination and oversight of the Tsunami response.
- Recommend to ID Human Security (Richard) a workable way forward for International Tsunami Programme coordination.

Methodology

The proposed methodology is in four stages:

- | | |
|-------------------------------------|---|
| Stage 1 (Dec 05): | Initial phone contact by Consultant with selected individuals (Head of IECT, Tsunami PSO, all ITRC team members including Programme and Finance Coordinators, Asia Regional Director, relevant Country Directors) for preliminary research and understanding of context and key issues. Reading of reports by Consultant. |
| Stage 2 (w/c 9 Jan 06): | Face-to-Face interviews with relevant individuals |
| Stage 3 (16/17 Jan 06): | Two day workshop to learn lessons from first year and agree objectives and structure for future international coordination and oversight of the tsunami response. |
| Stage 4 (second half Jan 06) | Finalise proposal for future management of Tsunami response to be agreed by Head of IECT, Asia Regional Director and Chair of Tsunami Oversight Group. Consultant completes report including drawing out lessons appropriate for management of multi-country programmes elsewhere in AAI. |

The attendees of the workshop will be:

- The ITRC Team
- The Tsunami management group (covers tsunami prog managers, 1 per country, plus babu and one sri lankan)
- Maldives partner rep
- Head of International Emergencies Team
- ActionAid UK Director (and Emergencies Theme Leader/Chairman of the Tsunami Oversight Group)
- Asia Regional Director, Asia operations manager (tbc)(Should we invite any other members of the oversight group (I don't think it is necessary) and also Thomas Joseph, Organisational Effectiveness Director?)
- if the workshop is for key stakeholders in the solution (given that consultant will have consulted other informants), then no others needed. Once you start to widen the net it is hard to know when to stop.

The proposed location of the workshop is Colombo, Sri Lanka.

Timeline

- Mapping of issues by end December 2005
- Interviews and workshop completed by 17 January
- Final report by Consultant and recommendations on future management structure completed by end January 2006

Other Relevant documentation

- Accenture Review Report and Recommendations
- Findings and Recommendations from the AAI November workshop on *Effectively Developing, Winning and Delivering Multi-Country Projects*
- Management reports
- Reports of management meetings- Negombo (feb), Chennai (july) etc

Appendix 2

Participants in calls, meetings and workshop

Tsunami Review

Workshop Attendees

Name	Title
Roger Yates	Head of Emergencies
Richard Miller	UK Director and Theme Leader
Jack Campbell	Tsunami Programme Support Officer
Rosemary Jackson	
Khurshid Alam	International Tsunami Programme Coordinator
Katriona Street	International Tsunami Finance Coordinator
Pushpendra Kumar	International Tsunami Policy Coordinator
Alice Wynne Willson	International Tsunami Communications Coordinator
Raheela Amirally	Shared Learning Consultant
John Samuel	Asia Regional Director
Ravi Pratap Singh	Tsunami National Team Leader - India
Ann Parinya	Tsunami Programme Manager - Thailand
Fathimath Afiya	Exec Director - Care Society (Maldives Partner)
Bijay Kumar	Country Director - Sri Lanka
Rifkha Jabbar	Finance Manager (on Management Group)

Non attendees interviewed

Babu Mathews - CD India

Tony Vaux - Valid International (DEC Independent Evaluation
Team Leader)
Nigel Saxby-Soffe - ID Finance
Simon Starling - Programme/Evaluation Officer, DEC
Marco de Ponte - Director, AAI Italy and European Director

team members India and Sri Lanka teams

Appendix 3

– The ‘Tell’ to ‘Advise’ model

It is often helpful to have a model to assess the sorts of intervention needed in different circumstances. The model below is a simple guide, and shows the different relationships needed to get things done.

TELL: Line or expertise – I tell you what to do

SELL: It’s your decision – I have to convince you (buy-in etc)

CONSULT: I have authority to decide/act but only do that after/with your input

FACILITATE: You take the lead/decisions. I support you.

ADVISE: You decide, you lead and you do. You ask for advice as and when needed.

Appendix 4

Proposal on agenda, discussion and follow-up, based on proposal by Khurshid Alam November 05

- Circulate draft agenda at least a week in advance of the meeting.
- Criteria for selection for items on the agenda: a). approving strategy and any significant changes to this; b) operational and strategic issues relevant to at least more than one countries, c) particular concern or support need for a CP where we need collective decision, d). significant political issues that require urgent action, e). issues related to risk, f). the high level operational issues e.g. approving programme plan, review of programme plan g). International plan/initiatives; h) where we need to have a common policy position, e.g. for our external communication.
- Standing items on the agenda. As a regular discussion, we should monitor critical indicators e.g. spend against plan, progress and risk associated with programme
- The meeting minutes with all decision will be circulated day after the meeting.
- Each meeting will start with the follow-up of the previous decisions.