

# GUIDANCE ON PARTNERSHIP WITH CIVIL SOCIETY CONSORTIA

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## Introduction

UNICEF uses several criteria to identify civil society partners with the best comparative advantage to jointly develop and implement programmes with UNICEF. Among these criteria are sectoral expertise, local presence, innovation, access/security considerations and management ability. UNICEF recognizes that by entering into consortia arrangements, some civil society actors—especially local and national organizations—may be able to deploy greater expertise, geographic coverage, operational capacity and management ability. UNICEF therefore encourages the consideration of partnership with consortia in situations where a programme is too large for any single Civil Society Organization (CSO) to implement individually.

UNICEF recognizes that partnership with civil society consortia may bring benefits to UNICEF, consortium members, and the children and communities we serve. For UNICEF, partnering with consortia reduces the number of individual partnership agreements that must be developed and managed and thus reduces the overall number of FACE forms processed and assurance activities conducted. For CSOs, the consortium arrangement may increase the likelihood of partnership with UNICEF compared to stand-alone initiatives by individual CSOs and may also support skills transfer and capacity-building. For communities, consortium partnerships may result in more coordinated and complementary programme interventions.

## Definitions

UNICEF defines a Civil Society “**Partner**” as a legal entity to whom UNICEF has entrusted the implementation of programmes and projects specified in a signed Programme Cooperation Agreement (PCA) and Programme Document, along with the assumption of full responsibility and accountability for the effective use of resources and the delivery of results set forth therein.

UNICEF defines “**Civil Society Consortium**” as a collaborative arrangement between two or more CSOs in the implementation of a programme. Under a consortium approach, several CSOs work in cooperation, with each member of the consortium either delivering the same package of programme interventions in different geographic areas or a complementary set of interventions within the same geographic areas. UNICEF recognizes two types of consortia: Formal Consortia and Informal Consortia.

In a “**Formal Consortium**” arrangement, two or more CSOs come together to create a new, formally constituted organization with its own legal identity. A Formal Consortium typically has its own organizational accounts, a documented management structure and a registration certificate from the relevant government authorities. A Formal Consortium is eligible to sign a PCA and Programme Document as a UNICEF Partner.

In an “**Informal Consortium**” arrangement, two or more CSOs come together on an informal or ad hoc basis for the purposes of working together on a specific project or initiative. UNICEF cannot enter into an agreement with entities that do not have legal status, therefore, UNICEF cannot sign a PCA or Programme Document with an Informal Consortium. Instead, for the purposes of entering into partnership agreements

with UNICEF, an Informal Consortium must appoint a “**Lead Organization**” to sign a PCA and any associated Programme Document(s) as the Partner, while the other CSOs of the Informal Consortium will be considered as “**Secondary Organizations.**” Under the PCA/Programme Document, the Secondary Organizations of the Informal Consortium are recognized as sub-contractors of the Lead Organization, and the Lead Organization is fully responsible and

liable for them as per Article on “Sub-Contracting” in the PCA General Terms and Conditions ([available here](#)). The use by [consortium Lead Organization] of [consortium Secondary Organization] shall not relieve [consortium Lead Organization] of any of its obligations under this Agreement.” The Lead Organization bears full responsibility for the work and actions of all Secondary Organizations of the Informal Consortium, including responsibility for monitoring and assurance on the use of funds by the Secondary Organizations.

The relationship between the Lead Organization and Secondary Organizations of an Informal Consortium is further defined in a written agreement signed among the members of the consortium and submitted to UNICEF at the start of programme implementation.

### **Intra-Consortium Management**

Whether a consortium is formal or informal, the establishment of an appropriate governance structure is critical for all members of the consortium to agree on specific details not covered in the UNICEF PCA and Programme Document. UNICEF strongly encourages consortia to establish open communication channels, clear accountability frameworks, and general transparency among all members.

Typically, in an Informal Consortium, only the consortium’s Lead Organization will receive cash transfers and programme supplies from UNICEF. The consortium’s Lead Organization is then responsible to make onward transfer of cash or programme supplies to the consortium’s Secondary Organizations as necessary for the programme. Alternatively, the consortium’s Lead Organization may request UNICEF to make Secondary Organizations “permitted payees,” which would then allow UNICEF to make cash transfers to Secondary Organizations on behalf of the Lead Organization.

The Lead Organization serves as the main point of contact with UNICEF for the duration of the Programme Document, but this does not exclude the possibility of UNICEF contracting Secondary Organizations as necessary. The Lead Organization is responsible for undergoing and/or coordinating all Harmonized Approach to Cash Transfer (HACT) assurance activities deployed by UNICEF. HACT financial spot checks and audits are undertaken in the offices of the consortium’s Lead Organization, who may be asked to ensure that (a copy of) the supporting documentation of Secondary Organizations is available for the financial assurance activity. HACT programmatic visits are typically undertaken at programme implementation sites. Where programme implementation sites selected for a programmatic visit were assigned to a Secondary Organization, the consortium’s Lead Organization may be requested to undertake joint monitoring with UNICEF.

During development of the programme document, Lead Organization is to indicate whether the Secondary Organization will implement activities that involve contact with beneficiaries. Assuming that the programme document is reviewed and approved in line with this indication, this is the basis for deciding whether Secondary Organizations undergo PSEA assessment.

### **Required Documentation**

Formal Consortia are required to submit the same documentation and undergo the same assessments as non- consortium Partners.

For Informal Consortia, the Lead Organization should generally have prior partnership experience with UNICEF (i.e. a current or previous PCA) or another UN agency. The Lead Organization should have undergone all required assessments including a Prevention of Sexual Exploitation and Abuse (PSEA) assessment and received a “Full capacity” or “Medium capacity” PSEA capacity rating. Additionally, the Lead Organization should have undergone a HACT micro-assessment and received a “low” or “moderate” risk rating overall, as well as on *each* individual subject area of the micro-assessment, thus demonstrating strong financial controls in receiving funds, disbursing funds to others, and ensuring monitoring and oversight for programme execution as well as for monitoring of elements of SEA risk.

The Secondary Organization(s) of an Informal Consortium may or may not have prior partnership experience with UNICEF or another UN Agency. The Secondary Organization(s) are required to have registered on the [UN Partner Portal](#) and created complete organizational profiles.

- Due diligence: Secondary Organizations undergo due diligence verification by UNICEF, if not already verified by another UN Agency in UN Partner Portal. UNICEF shall be entitled, in its sole discretion, to request the Informal Consortium’s Lead Organization to replace any prospective Secondary Organizations who do not pass due diligence verification.
- PSEA capacity assessment: Secondary Organizations implementing activities involving contact with beneficiaries are to be assessed within 6 months (recommended 3 months) of signature of the programme document by the Lead Organization with support from UNICEF. In the event the PSEA assessment cannot be conducted by the partner, UNICEF conducts the assessment. Once completed, the findings of the PSEA assessment and supporting documentation shall be provided to UNICEF. Based on the findings of the PSEA assessment, if the secondary organisation does not have full capacity (i.e. they are rated as low or moderate PSEA capacity), an action plan is developed and the secondary organisation is reassessed within 6 months.

Along with the signing of the Programme Document between UNICEF and the Lead Organization of an Informal Consortium, the Lead Organization *must* provide to UNICEF a copy of the consortium’s written agreement that has been signed by the Lead Organization and all Secondary Organizations. It is up to the Informal Consortium to develop the contents of the agreement signed amongst its members, but the following are minimum requirements that should be outlined in the agreement:

Agreement Section	Description
Introduction	Overview of the purpose and content of the Agreement.
Membership	Identification of the consortium’s Lead Organization and all Secondary Organizations, including high-level description of the roles and responsibilities of each Organization, and procedures for adjustment of the consortium’s membership.
Governance	Explanation of the consortium’s governance, including management and decision-making systems and structures, as well as communication and coordination mechanisms among consortium members.

Programme implementation and coordination	Details of the roles and responsibilities of the Lead Organization and Secondary Organizations in implementation and coordination of the Programme Document, e.g. allocation of programme implementation sites, disaggregation of target results by consortium member, monitoring and evaluation arrangements, narrative and financial reporting protocols.
Financial management	Details about the overall budget of the Programme Document signed between UNICEF and the Lead Organization, proposed allocation of UNICEF funds and programme supplies among consortium members, and timelines/modalities for onward transfer of UNICEF funds and programme supplies by Lead Organization. This section should include details on how the consortium's Lead Organization will conduct financial assurance on Secondary Organizations. This section should also include details on which members can engage in procurement activities, as informed by micro-assessment or <a href="#">Procurement Assessment</a> findings.
Risk management, dispute resolution and consortium dissolution	Procedures to manage risk, escalate concerns to UNICEF, and address disputes among consortium members in a fair, transparent and mutually accountable manner. The section should include details on dissolution arrangements, whether due to conclusion/termination of the Programme Document or other factors.
Other	Other relevant considerations, such as child safeguarding, PSEA, confidentiality and risk management.

### Consortia Monitoring, Assurance and Capacity-Building

In a consortium agreement, the consortium's Lead Organization conducts monitoring and assurance activities of Secondary Organizations. The Lead Organization may complement such mandatory monitoring and assurance activities with additional coaching, mentoring and capacity-building initiatives. Costs associated with such intra- consortium capacity-building are considered by UNICEF to be eligible programme costs and may be included as a dedicated Programme Document Output.

UNICEF and its donors may also conduct additional monitoring, assurance, and capacity -building measures of Secondary Organizations.