



IDLO GUIDELINES FOR WORKING WITH IMPLEMENTING PARTNERS

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Introduction | *Why these guidelines and who are they for?*

The IDLO Guidelines for Working with Implementing Partners (the “Guidelines”) provide practical guidance on the policies, processes, and procedures to follow when working with eligible entities throughout the phases of the **Sub-Project Lifecycle**, from the selection of an **Implementing Partner (IP)** through to the completion of a **Sub-Project (SP)**. The Guidelines also outline the roles and responsibilities of IDLO IPs throughout the sub-granting process, in line with IDLO operating standards. The Guidelines furthermore provide a Glossary of relevant terminology (Annex A), Principles for Building Effective Partnerships (Annex B), and a list of hyperlinks to *IDLO Standards, Practices, Tools, and Relevant External Material* referenced throughout the document (Annex C). Only in exceptional cases, and solely under duly justified circumstances, IDLO will consider and/or accept any deviations from these standards.

The success and sustainability of IDLO programmes and projects depend on the extent to which these programmes are tailored to meet local needs and take into account local conditions and requirements, while being anchored in the framework of international standards and best practices. This calls for increased engagement and collaboration with local partner organizations and institutions for the implementation of SPs, as well as the continued adaptation of the IDLO process of sub-granting to better support and sustain the development of partnerships with its IPs. The relationship that develops in any sub-granting arrangement should be a “two-way street”, involving not only coherence in approach and expectations between IDLO and its partners, but also joint accountability, based on clearly defined roles and responsibilities and well-articulated outcomes.

These Guidelines refer to an **Implementing Partner** as a not-for-profit organization, agency or other legal entity to which IDLO delegates responsibility for the implementation of a component of a programme or project and provides funds for this purpose through a **Sub-Project Agreement**. A **Sub-Project** is a component of an IDLO programme or project carried out by an IP or a Consortium of such partners through an award of financial assistance. A **Sub-Grant** is an award of financial assistance made by IDLO to an eligible IP to implement an SP.

The Guidelines are for **External Use** and are intended for all applicant and contracted IPs to inform them of the process and expectations for being an IDLO IP. The Guidelines are operationalized through the *IDLO Toolkit for Working with Implementing Partners*.

The Guidelines seek to advance the *IDLO Strategic Plan* by contributing to pooling expertise and resources to achieve lasting impact and sustainability of IDLO programmatic interventions. The Guidelines also seek to provide guidance that is relevant for the mandate and organizational

context of IDLO as a specialized intergovernmental organization promoting the rule of law and people-centred justice. While specifically tailored to IDLO, these Guidelines are based on international good practice and draw on existing guidance documents and tools developed by international donors and development partners. The Guidelines will be periodically reviewed and updated to reflect lessons learned from IDLO programmatic work, as well as evolving international good practice.

The **integrity and confidentiality of information**, as well as the **security and protection of data** throughout the sub-granting process, shall be governed by the relevant IDLO policies. IDLO's procedures on Information and Communication Technology (ICT) services and security provide for its approach to information security. Cyber security is identified and reviewed as part of IDLO risk management protocols. Further, the processing of personal data collected, stored, and transferred by IDLO in the context of its work with Implementing Partners shall be governed by the *IDLO Personal Data Protection Policy*. The publication of information regarding sub-granting is regulated by the *IDLO Transparency Policy* in line with the standards of the International Aid Transparency Initiative (IATI). Procedures and best practices for effective, efficient and systematic control of the maintenance, use and disposition of documents created or received by IDLO shall be governed by the IDLO Document Retention Policy. Access to Implementing Partner documentation is limited to specific IDLO personnel to ensure the integrity, confidentiality, and protection of personal data.

TABLE OF CONTENTS

1.	SUB-PROJECT LIFECYCLE.....	1
2.	SELECTION OF IMPLEMENTING PARTNERS (PHASE 1).....	2
	2.1 Defining Implementing Partners and Sub-Projects.....	2
	2.1.1. Implementing Partners.....	2
	2.1.2 Sub-Projects and Sub-Grants.....	2
	2.2 Minimum Requirements.....	3
	2.3 Sanctions Lists.....	3
	2.4 Call for Concept Notes.....	4
	2.4.1. SP Evaluation Process.....	4
	2.5 Organizational Assessment.....	6
	2.5.1 The Assessment Process.....	6
	2.5.2 After the Assessment.....	8
3.	PLANNING AND BUDGETING (PHASE 2).....	10
	3.1 Budgeting Rules.....	11
	3.2 Sub-Grant Award.....	12
4.	SUB-PROJECT AGREEMENT (PHASE 3).....	13
	4.1 Confidentiality.....	13
	4.2 Procurement.....	13
	4.3 Asset Management.....	14
	4.4 Amendment of Sub-Project Agreement.....	14
	4.4.1 Minor Amendment.....	15
	4.4.2 Major Amendment (including SP extension).....	15
	4.4.3 Level of Approval.....	15
	4.5 Cumulative Sub-Grants.....	16
5.	IMPLEMENTATION: MONITORING & REPORTING (PHASE 4).....	16
	5.1 Monitoring and Reporting.....	16
	5.2 Communications and Visibility.....	19
	5.2.1 Publicity and Use of the IDLO Logo by IPs.....	19
	5.2.2 Disclaimer.....	19
	5.2.3 Branding.....	19
	5.2.4 Social Media.....	19
	5.2.5 Multimedia.....	20
	5.2.6 IATI Publication.....	21
6.	SUB-PROJECT COMPLETION (PHASE 5).....	22
	6.1 Assets Inventory and Transfer of Ownership.....	22
	6.2 Audit.....	22
	6.3 Evaluation.....	23
7.	DEVELOPING THE IMPLEMENTING PARTNER CAPACITY.....	25
	ANNEX A - GLOSSARY.....	26
	ANNEX B – PRINCIPLES FOR BUILDING EFFECTIVE PARTNERSHIPS.....	30
	ANNEX C – IDLO STANDARDS, PRACTICES, TOOLS, AND RELEVANT EXTERNAL MATERIAL.....	31

1. SUB-PROJECT LIFECYCLE

The diagram below describes the **IDLO SP Lifecycle** for sub-projects carried out by an IP. It is understood that key steps of programme design – including the definition of the IDLO programme or project impact goal, outcomes, and outputs in accordance with the IDLO Theory of Change Guidelines – will have already been carried out by IDLO ahead of the identification and/or selection of an IP. These steps are therefore not included in these Guidelines.

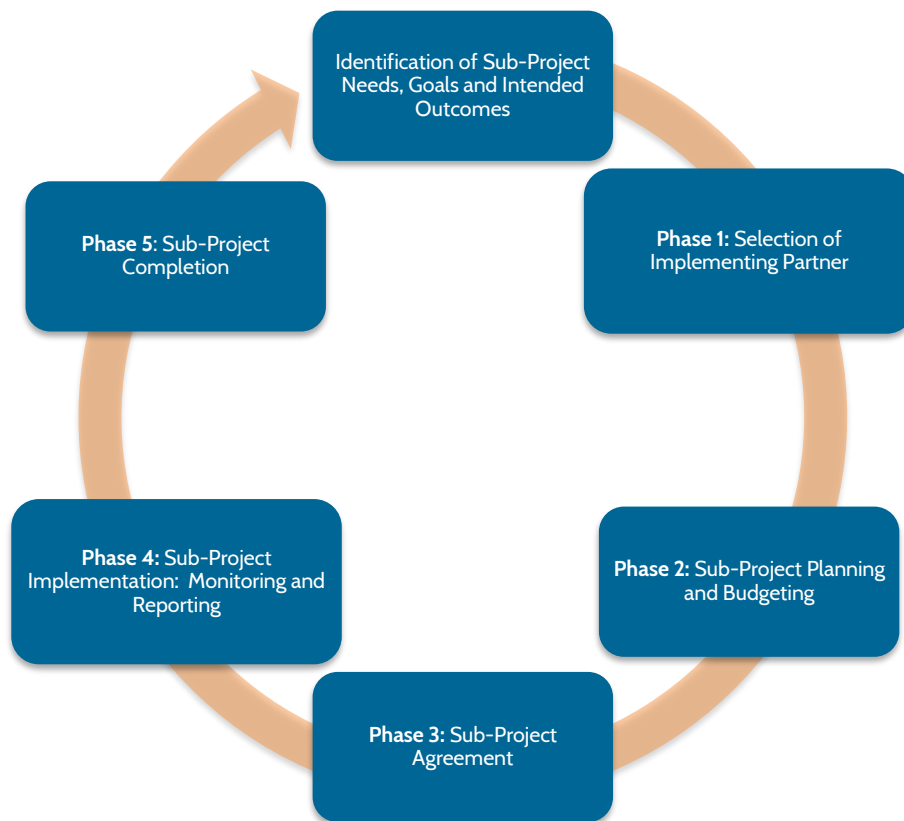


Diagram: The IDLO Sub-Project Lifecycle

2. SELECTION OF IMPLEMENTING PARTNERS (PHASE 1)

During the **Selection Phase**, IDLO shall select a potential IP through a formal process based on selection criteria defined by IDLO.

2.1 Defining Implementing Partners and Sub-Projects

2.1.1. Implementing Partners

An **Implementing Partner**¹ is a not-for-profit organization, agency or other legal entity to which IDLO delegates responsibility for the implementation of a component of a programme or project and provides funds for this purpose through an SP Agreement. Two (2) or more IPs may collaborate through a Consortium to apply for funds.

Such entities as the following shall be eligible to submit applications for IDLO SPs, provided they demonstrate their status as not-for-profit: Non-Governmental Organizations (NGOs), Community-Based Organizations (CBOs), United Nations entities, multilateral organizations, professional associations and academic institutions.

Government entities and for-profit organizations shall not be eligible to be IPs.

2.1.2 Sub-Projects and Sub-Grants

A **Sub-Project** is a component of an IDLO programme or project implemented by an IP or Consortium of IPs through an award of financial assistance. The SP must be aligned with the theory of change of the IDLO programme or project and contribute to the sustainability of its results. Outcomes, outputs, and activities of the SP shall be designed and developed by the IP in cooperation with IDLO. A **Sub-Grant** is an award of financial assistance made by IDLO to an eligible IP to implement an SP.

IDLO shall apply the following thresholds (in Euros or the equivalent in local currency) for SPs:

- SPs with a contract value equal to or below € 10,000, which shall be termed **Small Sub-Projects**;
- SPs with a contract value between € 10,001 and € 100,000, which shall be termed **Medium Sub-Projects**; and
- SPs with a contract value above € 100,000, which shall be termed **Large Sub-Projects**.

Cumulative Sub-Grants: Should an SP be allocated additional funds which exceed the original threshold, the higher standards of compliance shall apply for the remainder of the SP Lifecycle.

All SPs shall follow the steps of the **IDLO SP Lifecycle**. The classification of an SP as **small**, **medium** or **large** shall result in different requirements and processes throughout the SP Lifecycle, such as during the Selection, Planning and Budgeting, and Implementation phases, as may be required.

¹ For the purpose of these Guidelines, the term 'Implementing Partner' shall be synonymous with 'Sub-Grantee'.

2.2 Minimum Requirements

Potential IPs shall meet a number of minimum requirements:

- The IP must be able to carry out its activities **without any distinction, restriction, preference or exclusion** based on race, national or ethnic origin, colour, religion, age, gender, sexuality, marital status, family status and disability, to be evidenced by the submission of relevant internal anti-discrimination policies or rules.
- The IP must be **legally registered** in its home country or in the country where it operates.²
- The IP must have the **authority to operate a bank account** in the country of SP implementation, as well as the ability to maintain separate accounts and/or accounting records for any expenditure incurred under the SP. The IP must be able to account at any point in time for IDLO funds separately from any other funds it may hold.³
- The IP must be able to **demonstrate financial reliability**, such as by producing audited financial statements and tax payment certificates.
- The IP must be **free from conflicts of interest** and have no financial or personal interest with IDLO that may infringe upon the principles of transparency, accountability, independence, and fairness, as set out in IDLO policies and procedures.
- The IP must be willing to **abide by any relevant requirements of the IDLO-Donor Agreement, the terms of these Guidelines and all related documents**, as well as any other **applicable IDLO regulations, rules and policies**⁴, and to comply with the laws and policies of the country in which it operates.

Consortium

In case of entering into an SP Agreement where the SP activities are carried out by a group of organizations forming a **Consortium**, it shall be important to understand as early as possible the proposed roles, responsibilities, and management arrangements between the Consortium members (for example, what role each member will play in SP implementation; whether they anticipate receiving funds directly from IDLO, or through another Consortium member; etc.).

IDLO shall enter into the SP Agreement with the Lead Member of the Consortium, which shall take responsibility for the other partner organizations in the Consortium.

2.3 Sanctions Lists

The first step in the selection of a potential IP shall be a **Sanctions List Check** to confirm whether the IP or its key personnel (which should include director or board-level staff) appear on such lists. If an IP is included as part of a donor proposal, the Sanctions List Check shall be undertaken before

² In some countries, there may be stringent regulations in place for legal registration. In exceptional situations, and following a proper risk assessment, this requirement may be waived by IDLO.

³ In exceptional situations, and following a proper risk assessment, this requirement may be waived by IDLO.

⁴ In case these are not aligned with the IP policies and procedures, the stricter requirements shall be followed.

the agreement with the donor is concluded. In the case of a *Direct Call for Concept Notes* – i.e. when IDLO has pre-identified a potential IP – the Sanctions List Check shall be undertaken before the Call is issued. In the case of an *Open Call for Concept Notes*, the Sanctions List Check shall be undertaken once the potential IP has been pre-selected. If an organization or its key personnel appear on a sanctions list, IDLO shall not consider any relationship with the organization. Compliance with sanctions obligations for the IP, its staff, its suppliers, and any other recipients of funds shall be included as a term in the SP Agreement.

2.4 Call for Concept Notes

The award of a Sub-Grant shall require the submission of a **Concept Note** from the applicant IP. The selection of an IP shall be determined by a number of factors, including the overall programme or project goal(s) and thematic focus, scope, and geographical location of the SP.

IDLO may issue:

1. An **Open Call for Concept Notes** to identify an IP through a competitive process (please see the *Concept Note Template* under the Toolkit for Working with Implementing Partners);

or

2. A **Direct Call for Concept Notes** to a pre-identified organization, which shall be possible in the following cases:
 - If a competitive process is not possible or feasible, or would not efficiently and effectively meet the interests and objectives of IDLO and/or its donor;
 - If the SP in question is classified as a **small SP**, as per the definition set out in Section 2.1 above;
 - If the potential IP has already worked with IDLO and the award is granted to deliver a subsequent phase of the same SP, under the condition that this does not conflict with the principle of non-cumulation, i.e. the applicant IP has not received any other funding to carry out the same activities or to finance the same costs which are the subject of the relevant Call for Concept Notes;
 - If IDLO is required to identify a potential IP(s) as part of a donor proposal submission and the IP has signed a *Declaration of Honour* stating its eligibility for funding in accordance with the minimum requirements set out under Section 2.2 above;
 - If one of the intended outcomes of the SP is to enhance the capacity of a local organization; and/or
 - If the potential IP has unique thematic expertise, technical competencies, or local relationships that are of significant benefit for IDLO, a particular programme or project, or the intended beneficiaries.

Applicant IPs may request additional information through the *General Inquiry Form*, accessible on the dedicated section of the IDLO website.

2.4.1. SP Evaluation Process

All SPs shall meet IDLO programming standards and contribute to effective, efficient, transparent, accountable and quality IDLO programming in any given country. Sub-Grant applications shall meet **clear and published criteria**, as outlined below:

- **Relevance:** The Concept Note shall clearly demonstrate the relevance of the proposed intervention for addressing the problems or issues identified.
- **Expected programmatic results:** The Concept Note shall clearly and in a measurable manner articulate the intended outcomes and outputs and align with the theory of change of the respective IDLO programme or project.
- **Quality of delivery:** The Concept Note shall contain a clearly defined set of outputs and demonstrate the applicant's ability to deliver them effectively. Evidence shall be provided of the applicant's past track record of delivering outputs at a required level of quality, timeliness and efficiency.
- **Capacity:** The Concept Note shall demonstrate the capacity of the applicant to implement, monitor and complete the SP, including meeting the necessary staffing requirements.
- **Sustainability:** The Concept Note shall clearly lay out how the applicant intends to ensure the longer-term sustainability of the SP intended results.
- **Gender equality:** The Concept Note shall clearly demonstrate how the SP will ensure gender equality and gender sensitivity throughout design, planning, implementation and completion.
- **Budget:** The Concept Note shall include a budget with all income and expenditure associated with the implementation of the SP, including proposed overheads.
- **Contribution of resources:** The Concept Note shall lay out what resources, cash or in kind, the applicant will contribute to the SP (for example, staff and administrative support).
- **Risk analysis and mitigation strategy:** The Concept Note shall demonstrate a clear risk analysis and mitigation strategy for the SP.
- **Local experience:** The Concept Note shall provide evidence of the IP's local experience. Applicants with ongoing programmatic activities in country shall be preferred.

The Concept Note shall be accompanied by an *Applicant Declaration*, in which the potential IP shall state its eligibility to be considered for funding in accordance with the minimum requirements set out under Section 2.2 above, and declaring that the organization has not received any other funding to carry out activities or finance costs which are subject to the respective Call for Concept Notes.

Concept Notes received by IDLO shall be evaluated against the above criteria, in accordance with the timeline of the selection process, as specified in the Call for Concept Notes. The evaluation shall be undertaken by an **Evaluation Panel** of at least three (3) IDLO personnel, to be selected by the Programme Manager responsible for SP implementation. Representatives of external stakeholders may be invited to provide advice and recommendations to the SP Evaluation Panel, as may be required. Concept Notes for **Small SPs** (equal to or below €10,000 or the equivalent in local currency) shall be evaluated by a minimum of two (2) IDLO personnel, to be selected by the responsible Programme Manager. Any IDLO personnel and external stakeholder representative selected to participate on the Evaluation Panel shall sign a *Declaration of No Conflict of Interest, Impartiality and Confidentiality* to declare that they are free from conflicts of interest and have no financial or personal interest in the applicant IP that may infringe upon the transparency, independence and fairness of the evaluation process.

IDLO shall notify all applicants in writing of the Sub-Grant award decision. IDLO may share additional information with the applicant IP upon request. IDLO shall ensure that applicant IPs are informed about their rights and obligations throughout the application process.

Unsuccessful applicants may request further information related to their application through the **Unsuccessful Applicant Inquiry Form**, which is available on the dedicated section of the IDLO website. Such requests shall be made within ten (10) working days from the notification of the unsuccessful application. IDLO shall provide the unsuccessful applicant with a written response.

If an unsuccessful applicant deems that the evaluation did not consider relevant information provided in compliance with the Call for Concept Notes, the applicant may submit a written request for re-evaluation of the Concept Note to IDLO within ten (10) working days from receiving the written response to the applicant's inquiry. The Evaluation Panel shall review the request and inform the applicant IP in writing of the decision whether or not to re-evaluate the application.

2.5 Organizational Assessment

IDLO shall undertake an **Organizational Assessment** to assess the pre-selected applicant IP's organizational capacity, experience and reputation, identify related strengths and weaknesses, and determine potential capacity development needs, such as for programme monitoring and results-based reporting. The Organizational Assessment shall be a systematic review of systems, processes, organizational structure and work environment of the applicant IP.

The Organizational Assessment shall contain an overall risk rating for the IP and may include recommendations for oversight during SP implementation. It shall take into account information submitted by the applicant IP in the Concept Note, as well as information that may be already available to IDLO, such as previous audit reports, donor reports, and internal reports. The Organizational Assessment shall be mandatory for all IPs, including those pre-selected by IDLO and/or a donor.

If the responsible Programme Manager or the relevant IDLO support functions consider that the risk of working with the applicant IP is high, IDLO shall decide on possible mitigation measures, including capacity development support. If the risks identified cannot be mitigated, IDLO shall reject the application.

IDLO shall notify applicant IPs of the outcome of the Organizational Assessment in writing. If an unsuccessful applicant IP deems that the Organizational Assessment did not consider relevant information provided in compliance with these Guidelines, it may submit a written request to review the outcome of the Assessment to the responsible Programme Manager within ten (10) working days from the notification of the outcome of the Organizational Assessment. IDLO shall inform the applicant in writing of its decision.

In the case of an extension of an SP Agreement with the same entity, please refer to Section 4.4.2 of the Guidelines. In this case, a new Sanctions List Check shall be undertaken.

2.5.1 The Assessment Process

a) Purpose

The Organizational Assessment shall be an open, transparent and rigorous process which aims to identify the IP's strengths and weaknesses, assess needs and opportunities for capacity

development support, and ensure that proper systems and processes are in place for oversight and risk monitoring.

The Organizational Assessment shall result in three (3) outputs:

1. An overall risk rating (low, low/medium, medium, medium/high, high);
2. Recommendations on appropriate risk monitoring arrangements (including security, operational and reputational risks, if applicable); and
3. Identification of potential capacity development needs.

b) Assessment Types

All pre-selected applicant IPs shall undergo an Organizational Assessment. For **Large SPs**, there shall be a *Comprehensive Organizational Assessment*. For **Medium SPs**, there shall be a *Standard Organizational Assessment*. For **Small SPs**, there shall be a *Light Organizational Assessment*.

The Organizational Assessment shall comprise two (2) phases:

1. A **Self-Assessment** that shall be carried out by the applicant IP. The Self-Assessment shall require the IP to describe its organizational structure and capacity and provide relevant supporting documentation for a preliminary review by IDLO. The Self-Assessment shall be documented using the *Self-Assessment Forms*.
2. An **IDLO Assessment** that shall be carried out by IDLO. The IDLO Assessment shall allow IDLO to assess in more detail the applicant IP's capacity, strengths and weaknesses, based on the preliminary information provided during the application process, including the Self-Assessment. It shall include on-site visits to the offices of applicant IPs and meetings with staff of applicant IPs. The IDLO Assessment shall provide the evidence for rating the capacity of the applicant IP and identifying possible risks and needs for capacity development support. The IDLO Assessment shall be documented and signed by the responsible Programme Manager.

Sample documentation to be provided

The below list of documentation is not exhaustive. IDLO may request the applicant IP to submit additional documentation, as required.

Registration and legal status

The applicant IP shall submit documentation demonstrating its legal status and registration, including the period of validity of such documentation, as applicable. The documentation shall indicate the type of legal entity (NGO, company limited by guarantee, etc.) of the IP.

Finance

The applicant IP shall provide any financial guidelines, manuals, regulations and rules, as well as information on the financial management systems used and the qualifications of relevant staff. The IP shall also submit tax payment certificates, any audited financial statements and their associated management letters. Audited financial statements shall meet the following criteria:

- The auditor shall be a registered auditor with the national regulators, holding a recognized professional accounting qualification.

- Any audited financial statements shall contain an audit opinion, stating what work the auditor performed and what opinion he/she formed on the accuracy of the financial statements.
- The audit opinion shall be unqualified (statements such as “except for” and “subject to” shall not be included).
- The working capital balance shall be positive. The equity portion of the balance sheet shall show a surplus, not a deficit, and the statement of income and expenditure shall show an excess of income over expenditure.

Procurement

The applicant IP shall submit any procurement policies and procedures and supplier code of conduct. The documents shall demonstrate that the organization has procedures in place to procure goods and services under the SP in a competitive and transparent manner.

Other

The applicant IP may be required to submit other documentation such as organizational charts, code of ethics/professional conduct, gender policies, policies on preventing sexual exploitation and abuse (SEA), HR policies and regulations, asset management regulations, insurance documentation, as well as examples of project monitoring frameworks and donor reports.

c) Timeline

The Organizational Assessment shall be concluded before the selection and notification of the applicant IP and the signing of the SP Agreement. In case of significant changes to an IP's management, organizational structure, or processes and procedures, IDLO may decide to carry out a new Organizational Assessment. In case of submission of a new SP proposal following the expiration of 12 months after completion of an SP, the IP shall be subject to a new Organizational Assessment.

Consortium

IDLO shall carry out, at a minimum, a **Standard Organizational Assessment** of the Lead Member of the Consortium and a **Light Organizational Assessment** of the other members of the Consortium.

Small Sub-Projects

In case of a cost extension of an SP exceeding the total value of € 10,000, the IP shall be re-assessed and the respective SP Agreement reviewed by IDLO HQ and the responsible IDLO Country Office before any Agreement Amendment is signed.

2.5.2 After the Assessment

The responsible Programme Manager shall duly record all information obtained during the assessment process and his/her recommendations in a Report. The Report shall document any potential risks relating to the IP and provide recommendations to mitigating them. The recommendations shall include a description of potential capacity development needs (please see

Section 7 below), a schedule for monitoring and spot-checks during SP implementation, and a list of actions with clear timelines.

Following the selection of an IP, the responsible Programme Manager shall hold an **inception meeting** with the IP to initiate the development of the **SP Proposal**. The inception meeting shall involve all relevant IP staff and aim to facilitate a common understanding between IDLO and the IP as regards the SP planning process.

3. PLANNING AND BUDGETING (PHASE 2)

During the **Planning and Budgeting Phase**, IDLO and the applicant IP shall jointly develop the necessary documents for the **SP Proposal**. The planning process shall involve joint problem and context analysis, setting operational priorities, and defining expected outcomes, thereby providing strategic direction for all partners involved. The planning process shall also include the drafting of the budget, developed in line with an output-based budgeting methodology. IDLO and the applicant IP may decide to consult external local partners (local authorities, civil society organizations, experts, etc.) during the planning process to obtain additional information and/or input. For the SP planning process, IDLO shall provide the applicant IP with the relevant planning templates, as included in the *IDLO Toolkit for Working with Implementing Partners*.

Upon completion of the SP planning process, the applicant IP shall submit to IDLO a full **SP Proposal**, including the following documents:

- 1) An **SP Narrative Proposal**, which shall contain context and problem analyses, the theory of change, expected outcomes and a description of the outputs designed to reach those outcomes. The *SP Narrative Proposal* shall include proposed performance indicators and means of verification for programme monitoring. Intended results must align with the theory of change for the associated IDLO programme or project. The SP performance indicators should ideally contribute to IDLO monitoring at programmatic and/or institutional levels. Both the results chain and the performance indicators shall be finalized in consultation with the responsible Programme Manager. When appropriate, the proposal should also detail any IP plans to conduct an SP evaluation. The SP Narrative Proposal may include a **Risk Assessment** and a **Risk Mitigation Strategy**.

In the case of **Small SPs**, the applicant IP may develop **SP Terms of Reference (TOR)** instead of an SP Narrative Proposal. The *SP TOR* shall outline the roles, responsibilities and duties of the applicant IP and a set of SP deliverables. They shall be developed jointly with the responsible Programme Manager.

In the case of a cost extension of an SP exceeding the total value of € 10,000, the IP shall submit a full SP Narrative Proposal, together with the request for amendment of the SP Agreement.

- 2) An **SP Work Plan** that details the outputs/deliverables of the SP and the activities to be undertaken in the delivery of those outputs, with estimated timeframes for output delivery. The *SP Work Plan* shall provide a framework for action, establish a timetable for implementation and facilitate performance monitoring. The SP Work Plan shall aim to:
 - Ensure that the work undertaken by the IP is **relevant to the intended outcomes of the SP**;
 - Provide a **basis for accountability** and control of the work to be performed and outputs to be delivered (in terms of timeliness, quality and cost);
 - Provide **input into programme monitoring and reporting** processes, in line with IDLO's standards for monitoring; and
 - Provide a **basis for the future appraisal** of the SP results achieved by the IP, in line with the *OECD Development Assistance Committee (DAC) criteria* for evaluating development assistance.

- 3) An **SP Budget**, to be developed in line with an output-based budget methodology. The costing of the SP outputs shall be based on the identification of the required items of expenditure and the calculation of unit quantities and costs. The *SP Budget* shall include all resources needed to implement the SP during its defined period and mirror the outputs foreseen under the SP Work Plan. The **principle of non-cumulation** shall apply: activities, costs or any other items funded through other projects shall be excluded.

The **SP Narrative Proposal/TOR**, the **SP Work Plan** and the **SP Budget** shall be integral parts of the **SP Agreement** and be annexed to it.

Consortium

If an SP is implemented by a Consortium of IPs, the SP Narrative Proposal, Work Plan, and Budget shall duly reference all members of the Consortium involved in SP implementation.

3.1 Budgeting Rules

Each SP Budget shall be valued in line with the *IDLO Financial Guidelines, Regulations and Rules for Implementing Partners and Sub-Grantees* and developed through the use of the IDLO SP Budget template.

The **overhead percentage** limit shall be defined as equal to or below the percentage granted by the respective programme or project donor and fully aligned with the *IDLO Financial Guidelines, Regulations and Rules for Implementing Partners and Sub-Grantees*. The use of the Negotiated Indirect Cost Rate Agreement (NICRA) shall not be permissible for SP Agreements.

Any IP which implements multiple projects funded by IDLO and other donors shall duly apportion shared costs to each individual project to ensure the **non-cumulation** of Sub-Grants. This shall include local operational costs (such as office rent, maintenance, security, and transport), as well as any shared personnel whose costs are not fully covered by IDLO.

In line with the principle of **contribution of resources**, IDLO shall not finance the entire costs of SP implementation. The IP shall make a contribution of resources, either in cash or in-kind. In-kind contributions shall refer to any non-financial resources made available to IDLO free of charge by the IP. The contribution of resources shall be included and duly recorded in the SP Budget. The contribution of resources may take the form of:

- The applicant IP's own resources;
- Income generated by the SP; and/or
- Financial or in-kind contributions from third parties.

In-kind contributions from third parties in the form of volunteer work shall be permissible as eligible costs, provided that they are presented separately from other eligible costs in the SP Budget. Other in-kind contributions from third parties shall be presented separately from the contributions to the eligible costs. Their approximate value shall be indicated in the estimated budget and may not be changed subsequently.

IDLO may exceptionally waive the requirement of contribution of resources for IPs in the following cases:

- **Small SPs** as per Section 2.1 above;
- If the SP is considered essential and cannot be carried out without full funding from IDLO.

3.2 Sub-Grant Award

The responsible Programme Manager shall notify the applicant IP in writing about the successful award of the Sub-Grant.

4. SUB-PROJECT AGREEMENT (PHASE 3)

During the **SP Agreement Phase**, IDLO and the successful IP shall formalize the award of the Sub-Grant through the **SP Agreement**, which is the contract concluded between IDLO and an IP for the implementation of an SP. The SP Agreement shall be signed by the Director-General, or a designated official, as per the IDLO Delegation of Authority Policy, and the authorized signatory of the IP. Each SP shall require a separate SP Agreement with the IP, with the exception of a Consortium implementing a single SP.

The SP Agreement shall define the roles, responsibilities, rights and obligations of the parties with respect to the SP and be the basis for the disbursement of funds to the IP. It shall include a disbursement schedule and conditions for disbursement, taking into account the results of the Organizational Assessment and respective financial forecasts.

The IP shall not begin implementation of the SP before the Agreement is duly signed, or before it enters into effect, if the signature date differs. No funds may be disbursed before the SP Agreement is signed by IDLO and the IP(s).

Any dispute between IDLO and the IP shall be settled by negotiation, or if not possible, by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), in accordance with the terms of the SP Agreement.

Consortium

IDLO shall enter into the SP Agreement with the Lead Member of the Consortium. The Lead Member shall take full responsibility for the other Consortium members, including their adherence to the requirements of the SP Agreement.

IDLO shall disburse funds for the implementation of the SP to the Lead Member of the Consortium. No direct payments may be made to other Consortium members.

All Consortium members shall be required to sign the SP Agreement to acknowledge their understanding of its terms.

4.1 Confidentiality

IDLO may, upon request, disclose information and documents provided by the applicant IP in connection with the SP selection process. This shall require the written consent of the IP and be subject to the terms of the SP Agreement, the provisions of the **IDLO Transparency Policy**, and/or any restrictions imposed by the applicable law.

4.2 Procurement

If the implementation of an SP entails the **procurement** of goods and/or services, and provided that the IDLO-Donor Agreement does not specify otherwise, IDLO shall, as part of the Organizational Assessment, review the IP's procurement policies and procedures and evaluate their conformity with international public procurement standards and best practices, as applied by IDLO. If the IP's procurement policies and procedures are assessed as being in conformity with such standards, the IP shall procure goods and/or services for the SP following their own procedures; if not, the IP shall procure goods and services following the **Procurement Guidelines for IDLO**

Implementing Partners, which shall be an integral part of the SP Agreement. If the review has identified weaknesses in procurement policies and procedures or capacity gaps that cannot be addressed, IDLO may consider undertaking the procurement for the IP.

Any procurement undertaken by an IP should be in line with the principles of:

- Best Value for Money (BVM);
- Fairness, integrity and transparency;
- Effective competition; and
- Safeguarding the interest of IDLO.

IDLO may undertake to train IPs on the *Procurement Guidelines for IDLO Implementing Partners* to ensure quality and accountability in procurement and conduct regular oversight activities and/or spot-checks.

Procurement for a Consortium

If the SP is implemented by a Consortium, the Lead Member of the Consortium shall be responsible for the procurement of goods and/or services.

If, following the Organizational Assessment, IDLO finds that the procurement policies and procedures of the Lead Member of the Consortium meet international procurement standards and best practices as applied by IDLO, the Lead Member of the Consortium shall procure goods and services for the SP in accordance with its own procurement policies and procedures. If not, the Lead Member of the Consortium shall procure goods and services in accordance with the *Procurement Guidelines for IDLO Implementing Partners*, which shall be an integral part of the SP Agreement. If the review has identified weaknesses in procurement policies and procedures or capacity gaps that cannot be addressed, IDLO may consider undertaking the procurement for the IP.

4.3 Asset Management

If implementation of the SP requires the procurement of **assets**, such as furniture, computer equipment, and vehicles by IDLO or the IP for its use, these assets shall remain the property of IDLO or the donor, as specified in the IDLO-Donor Agreement, and be loaned to the IP for the duration of the SP. The IP shall maintain an up-to-date asset register and undertake physical asset counts on a regular basis and at a minimum once a year. The IP shall document the asset count, reconciled with the asset register and the accounting records, in a report and submit such report to the respective Programme Manager. IDLO shall have the right to carry out a physical inspection of all assets related to the SP, as required.

4.4 Amendment of Sub-Project Agreement

IDLO and the IP may agree to **amend the SP Agreement** if specific circumstances so require. The IP shall inform the responsible Programme Manager regularly and comprehensively about the progress of SP implementation and provide information about any issues or problems as soon as they occur. If the need for an Amendment of the SP Agreement arises, the IP shall undertake to notify IDLO in a timely manner of its request.

Amendment of the SP Agreement shall fall into two categories. A **minor amendment** shall be defined as a minor change to the SP Agreement, including its Annexes. A **major amendment** shall

be defined as a major change to the SP Agreement, including its Annexes, for which the use of the relevant IDLO template shall be mandatory (please see Section 4.4.2 below). All amendments shall be in writing.

4.4.1 Minor Amendment

A **minor amendment** of the SP Agreement shall require prior written approval from IDLO.

The amendment shall be documented through the relevant IDLO template and duly signed by both parties.

4.4.2 Major Amendment (including SP extension)

A **major amendment** to the SP Agreement shall require the signing of the relevant IDLO template. This shall include any SP extension – i.e., the change of the SP implementation period.

Any SP Agreement Amendment resulting in a change of the SP implementation period should always be concluded prior to the termination date of the original SP Agreement. Following termination of the SP Agreement, no cost extension shall be permissible under any circumstances. Upon request, IDLO and the IP may agree on a no-cost extension. For any SP extension, a new Sanction List Check shall be undertaken.

If no Amendment to the SP Agreement is possible, IDLO may enter into a new SP Agreement with the same IP, as per the provisions on **Cumulative Sub-Grants** under Section 4.5 below.

4.4.3 Level of Approval

The level of approval required by IDLO shall depend on the type and scope of the proposed amendment, as indicated in the table below, subject to compliance with the terms of the IDLO-Donor Agreement, as applicable.

Nr.	Level of approval	Type and scope of the proposed revision
1	No prior approval required	<ul style="list-style-type: none"> ▪ Changes within 10% of approved budget line items per Output subtotal, with no change in the total SP Budget (if consistent with the terms of the SP Agreement).
2	Prior written approval required from IDLO <i>(Minor amendment)</i>	<ul style="list-style-type: none"> ▪ Minor changes to the work plan (i.e., delays in implementation or shift of planned activities that do not require a change of the SP implementation period). ▪ Changes in SP reporting deadlines. ▪ Changes in the SP theory of change due to implementation difficulties. ▪ Changes in SP beneficiaries or geographic coverage. ▪ Changes within the approved budget, with no change in the total SP Budget. ▪ Changes in the narrative and/or financial reporting templates.
3	Written SP Agreement Amendment required (signed by both parties) <i>(Major amendment)</i>	<ul style="list-style-type: none"> ▪ Change in the total SP Budget. ▪ Change in the SP disbursement schedule. ▪ Change of the SP implementation period. ▪ Change in the name/legal status of the IP. ▪ Any other changes not covered in the above list.

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Table 1: Levels of Approval for Amendment of SP Agreements

4.5 Cumulative Sub-Grants

In the case of subsequent **Cumulative Sub-Grants** to the same IP, the total amount of Sub-Grants shall apply.⁵ If the IP submits a new SP proposal more than 12 months after the end of an SP, a new Organizational Assessment shall be required. If the IP submits a new SP proposal within 12 months of the end of an SP and the new SP proposal does not exceed the value of the previous SP, the requirement of a new Organizational Assessment may be waived. The waiver shall be granted following a performance assessment of the IP undertaken by the responsible Programme Manager in consultation with relevant IDLO HQ support functions, which may result in recommendations to be implemented by the IP in the new SP period, as applicable. A new Sanctions Lists Check shall be mandatory in this case.

If the IP implements more than one SP at any given time, IDLO may decide to request a new Organizational Assessment to ensure that the IP has the requisite capacity for implementation.

In the case of a Direct Call to the same IP for a new SP, Section 2.4 above shall apply.

Consortium

An IP shall not be a Lead Member of a Consortium for more than one SP. An IP may be a Non-Lead Consortium member while implementing a separate SP, subject to IDLO approval of the IP Organizational Assessment.

5. IMPLEMENTATION: MONITORING & REPORTING (PHASE 4)

During the **Implementation Phase**, IDLO, in cooperation with the IP, shall be responsible for monitoring how the SP is carried out to ensure timely, quality, and effective achievement of the outcomes detailed in the SP Agreement.

5.1 Monitoring and Reporting

Monitoring is the ongoing process of obtaining regular feedback about progress toward intended results. Measuring the achievement of planned outcomes and outputs is a key component of results-based management, which facilitates timely corrective measures and improved operational planning.

Monitoring shall be conducted in accordance with the IDLO standards for monitoring and at various levels by:

- The IP implementing the SP.
- The responsible Programme Manager at IDLO HQ or Country Office level.

⁵ For instance, if the first SP Agreement has a value of € 60,000 and the second SP Agreement has a value of € 41,000, then an Audit shall be required for the full period, as applicable to any SP Agreement with a value at € 101,000.

- The Programmes Department and/or other functional personnel at IDLO HQ.

IDLO shall review the SP theory of change, results chain, and performance indicators in consultation with the IP before the signing of the SP Agreement. The SP results chain must align with the theory of change for the associated IDLO programme or project. SP performance indicators may contribute to monitoring at IDLO programmatic and/or institutional levels.

The IP shall be responsible for collecting and analysing monitoring data throughout SP implementation, using the agreed-upon performance indicators and means of verification. The IP shall provide monitoring data, along with analysis of progress toward the achievement of intended SP results, to IDLO via a periodic **Progress Report**. At the end of the SP, the IP shall submit a **Final Report**. The Progress Report and the Final Report shall consist of a **Narrative** and a **Financial Report**, based on the *Progress Report* template. The Progress Report shall also include relevant findings from monitoring the context within which the SP is implemented, such as developments that may affect risk analysis or require mitigation measures. All reports shall be submitted by the IP to the responsible Programme Manager.

The responsible Programme Manager is encouraged to apply **Action, Reflection, and Learning (ARL) Methodology** to conduct reflection exercises as part of monitoring at the programme or project level. Such discussions should be guided by a customized set of learning questions and be documented in a reflection note to summarise proceedings and identify action points. As appropriate, reflection exercises may involve IPs to account for multiple perspectives; validate findings and promote their credibility; stimulate joint learning; and foster the utilisation of findings, lessons learned, and conclusions.

Monitoring also involves review and quality control of the implementation of an SP to ensure that inputs, work schedules, and agreed outputs are proceeding according to plan and budget. As part of this monitoring process, IDLO undertakes direct observation and inspection of the IP's operations, including through **spot-checks** and **site visits** to the IP's offices and locations where the IP delivers planned outputs. IDLO shall regularly visit the IP's offices throughout the SP implementation period to verify supporting documentation, accounting ledgers or systems, and bank statements. **Spot-checks** shall specifically assess the accuracy of financial reporting, the status of the IP's organizational capacity, and whether there have been any significant changes to applicable internal controls. The frequency of site visits shall be conditional upon budget, availability, and capacity of personnel at the level of the IDLO Country Office and, as may be required, IDLO HQ. If site visits are not possible, IDLO shall employ remote monitoring tools, as applicable.⁶

The responsible Programme Manager shall document the results of site visits and spot-checks in a report. Based on the results, IDLO may review and amend the IP Organizational Assessment and request specific actions for capacity development.

The **SP Agreement**, in its relevant articles, shall outline the provisions for SP monitoring, quality control, and reporting. This shall include:

- Provisions detailing requirements for record-keeping and reporting (including deadlines).
- Provisions to grant IDLO personnel, or other persons authorized by IDLO, the right to visit the IP's offices and sites and inspect any SP records.
- Provisions stating the frequency of SP monitoring and reporting, depending on the size, nature, and duration of each SP.

⁶ For further information please see *OECD, Context-Sensitive Remote Monitoring: A Practical Guide, 2021*.

Monitoring and reporting by IDLO shall facilitate the successful implementation of an SP and not unnecessarily burden the IP.

Progress Report

The **Narrative Report** submitted by the IP shall provide an account of SP implementation. In the report, the IP shall measure its progress against the agreed-upon results chain by providing values for performance indicators and accompanying narrative analysis. The *Narrative Report* shall detail progress, achievements, challenges, and solutions for each planned deliverable. The Narrative Report template shall be provided to the IP as an attachment to the SP Agreement.

The **Financial Report** shall document that all expenditure is in accordance with the approved SP Budget. The *Financial Report* template shall be incorporated as an annex to the SP Agreement.

Financial Report and Disbursement Process

For any disbursement of funds under the Sub-Grant subsequent to the first disbursement, the IP shall provide a duly completed and certified Financial Report, to be submitted to the responsible Programme Manager. This shall be undertaken whenever an instalment is requested by the IP or – at a minimum – on the dates specified in the SP Agreement.

Once the conditions for disbursement indicated in the relevant section of the SP Agreement are fulfilled, IDLO shall notify the IP. Upon notification, the IP shall submit a *Disbursement Request* to the responsible Programme Manager to receive funds, as outlined in the relevant disbursement schedule of the SP Agreement.

Final Report

Upon completion of the SP, and within a period that is specified in the SP Agreement, the IP shall submit to IDLO a *Final Report*. In the final Narrative Report, the IP shall assess and document actual achievements against those that were initially intended per the SP results chain. The final Narrative Report shall include cumulative values for all agreed-upon performance indicators, disaggregated by sex and other relevant categories. Whenever certain outcomes or outputs were not met or only partially met, the Report shall identify reasons for delays or shortcomings. It shall also note any corrective actions taken and provide any relevant information about lessons learned during SP implementation.

The final **Financial Report** shall include details of all disbursements processed since the SP start date through to its end date and account for all expenditure and any financial adjustments. Any remaining funds at SP completion or in the event of SP termination shall be returned to IDLO in accordance with the terms of the SP Agreement.

Reporting for Consortium

The Lead Member of the Consortium shall be the focal point for all Narrative and Financial Reports to be submitted to IDLO. The Financial Report shall include expenses incurred by all the Consortium members.

5.2 Communications and Visibility

5.2.1 Publicity and Use of the IDLO Logo by IPs

Any communication or publication made by the IP that relates to the activities of the SP, including conferences, workshops, or any information or promotional materials (such as brochures, leaflets, presentations in both hard and soft copy), shall:

- Be in accordance with the terms of the SP Agreement;
- Indicate that the SP has received funding from IDLO; and
- Include the IDLO logo.

In case of co-branding, all logos must have an equal and balanced visual weight, align vertically or horizontally, and maintain equal proportions.

No public communication of any kind or the use of the IDLO logo in connection with activities of the SP shall be made without first being forwarded to IDLO for its consideration and approval.

5.2.2 Disclaimer

Any communication or publication that relates to the SP, made by the IP in any form and using any means, must indicate:

- That it reflects only the author's view; and
- That IDLO is not responsible for any use that may be made of the information it contains.

5.2.3 Branding

Typography and Language

Any documents developed under the SP, including concept notes, proposals (including but not limited to the Narrative Proposal/TOR, Budget, and Work Plan) and reports shall comply with the following requirements:

- For Word documents, standard 8.27"x11.69", single-spaced, 11-point Arial font, 1" margins, justified text and footers on each page including consecutive page numbers shall be used.
- 10-point font for graphs, charts, and footnotes shall be used.
- The Concept Note shall be submitted in the language specified in the Call for Concept Notes.
- The proposal package, formal reports, and all communication with IDLO shall be in either the English, French, or Spanish language.

5.2.4 Social Media

Any social media post/photograph associated with IDLO, or the SP funded by IDLO (campaigns, events, partner cooperative activities, etc.), must be shared with IDLO before publication.

Any publication must:

- Protect confidential information – including correspondence (email addresses for example) or any third-party information made available to the IP by IDLO.

- In the case of publishing photos, it is of utmost importance to acquire a completed release form for each photograph of a person (internal and external subjects) who may have a potential claim to such a right or indemnification from the entity for which the material is to be posted.
- Respect practices on unreleased knowledge products or other content/work in progress by IDLO and its partners and other stakeholders.
- Not breach copyright, data protection, intellectual property rights, or other forms of relevant local legislation and IDLO policies; and always credit authors and owners of content when required.
- Not engage in any political activities on a post/photograph associated with the SP and related activities.
- Ensure that there is no perception of IDLO involvement in or support of the IP staff's personal advocacy/political activities and never use IDLO or SP assets when engaging in such activities.
- Seek permission and logo/brand direction from the responsible Programme Manager before committing to any social media or online cooperative activity with a stakeholder or partner of IDLO.

5.2.5 Multimedia

Confidentiality and Security

The IP shall obtain a completed release form for each image of a person who may have a potential claim to such a right or indemnification from the entity for which the material is to be posted.

Participants attending an event who will be filmed or photographed should always be informed in writing (e.g., written in the event's invitation), prior to attending the event. The participants must also be given the opportunity (with a contact email address) to opt out of being captured and included in any future communication or marketing material.

The IP shall follow *UNICEF Guidelines for the Use of Children and Media*:

"Do not publish a story or an image which might put the child, siblings or peers at risk even when identities are changed, obscured or not used."

"Obtain permission from the child and his or her guardian for all interviews, videotaping and, when possible, for documentary photographs. When possible and appropriate, this permission should be in writing. Permission must be obtained in circumstances that ensure that the child and guardian are not coerced in any way and that they understand that they are part of a story that might be disseminated locally and globally. This is usually only ensured if the permission is obtained in the child's language and if the decision is made in consultation with an adult the child trusts."

Gender and Photographs

Any photograph associated with IDLO and the SP funded by IDLO shall be sensitive to the heightened risk of violence, harassment, and intimidation that women and girls face, and shall not

put their security at risk. If necessary, keep female sources anonymous, and do not take or publish photos of women in sensitive cultural contexts.

5.2.6 IATI Publication

IDLO is committed to transparency and open information and publishes data about the Organization and its programmes and projects in line with the standards of the *International Aid Transparency Initiative (IATI)*, which seeks to increase the transparency of development cooperation and improve its effectiveness by making information about aid spending easier to access, use, and understand.

The IP shall acknowledge that IDLO endorses and supports the requirements of the IATI Standard and that IDLO may publish data on SP Agreements, including – but not limited to – the name of the IP, the value of the SP, and disbursements made under the SP Agreement.

IDLO also encourages the publication of the SP on the IATI by the IP.

6. SUB-PROJECT COMPLETION (PHASE 5)

During the **Completion Phase**, all terms of implementation outlined in the SP Agreement shall have been fulfilled and the SP shall be closed. The IP shall promptly comply with all IDLO requirements for SP completion, in particular the swift submission of the Final Report. A proper SP completion process will allow IDLO to:

- Compare actual with planned performance and analyse the results, which are needed for IDLO management and donor reporting;
- Assess the performance of all those involved in delivering, monitoring and administering the activities of the SP;
- Ensure that the IP has spent all instalments of the Sub-Grant in accordance with the SP Budget, and that any balance owing is agreed and accounted for, either as a deduction from an instalment for a successive SP (with the same IP) or as a refund repaid to IDLO;
- Identify management and control weaknesses for corrective action and document and share with others in the organization the lessons learned to assist future programming; and
- Close the SP and archive the files.

6.1 Assets Inventory and Transfer of Ownership

If the SP involved the use of **assets** provided by IDLO, or purchased using SP funds, the IP shall submit a complete *Inventory*. IDLO shall then reconcile the IP Assets Register against the financial reports submitted by the IP. Any discrepancies shall be resolved through consultation between IDLO and the IP.

At the end of an SP, the future use of assets shall be decided by IDLO, in accordance with the SP Agreement and IDLO-Donor Agreement, as applicable. A key consideration shall be whether the assets are moveable and therefore can be redeployed for use in other IDLO projects in the country or elsewhere. In case redeployment is not feasible, IDLO may, if consistent with donor requirements and/or other obligations, consider the transfer of ownership to the IP. In cases where IDLO transfers the ownership of the assets to the IP, the IP shall sign a Transfer of Ownership Agreement, based on an IDLO template.

6.2 Audit

IDLO shall reserve the right to request an audit of an SP at its discretion and in accordance with the terms of the SP Agreement, which shall entrust the IP with the responsibility of preparing the **Audit Terms of Reference (TOR)** with input from IDLO, and of competitively procuring the audit services, subject to IDLO acceptance of the auditor selected. At a minimum, IDLO shall request an audit of SPs in the following cases:

- SP contract value above € 100,000;
- If required by the relevant IDLO-Donor Agreement, irrespective of the SP contract value;
- SPs carried out by a Consortium of IPs, irrespective of the SP contract value;
- If an SP is not performing to appropriate standards or if there are concerns regarding the financial management of an SP, e.g., when the necessary supporting documentation for the verification of SP Financial Reports is lacking.

In the case of **cumulative Sub-Grants** to the same IP, IDLO shall consider the total amount of Sub-Grants (if above €100,000) and request that the SP be audited for the full period. An audit for the subsequent SP(s) shall be budgeted for by the IP during the Planning Phase.

If required by the SP Agreement, the IP shall be requested to engage the services of an audit firm for the purpose of auditing the SP. The audit shall be carried out in accordance with the international audit standards issued by the *International Auditing and Assurance Standards Board (IAASB)*. The audit shall be carried out by an external, independent, and qualified auditor (Certified Public Accountant / Authorized Public Accountant). When auditing SPs, the auditor shall conduct the examination and appraisal with reference to the terms set out in the relevant SP Agreement, in accordance with the *International Standards on Auditing (ISA) 800 / 805*. The audit shall thus provide reasonable assurance that the SP Financial Report provides a true and fair view, and has been prepared in accordance with relevant accounting, reporting and other requirements, as outlined in the SP Agreement.

The auditor shall audit the Financial Report according to the requirements outlined in the SP Agreement and express an audit opinion according to ISA 800 / 805 on whether the SP Financial Report submitted to IDLO is in accordance with the IP accounting records and budget. The auditor shall examine on a test basis that there is supporting documentation related to reported expenditure. The size of the test shall be based on the auditor's risk analysis. The auditor shall report the identified amount in case there is any missing supporting documentation.

IDLO reserves the right to be involved in the selection of the auditor, including supporting the development of relevant selection criteria, in alignment with any audit requirements set out by the IDLO-Donor Agreement. A written agreement shall be drawn up when contracting the auditors to ensure that there is no misinterpretation or misunderstanding of the objectives and scope of the audit, the extent of the auditors' responsibilities, and the form and timing of reports to be issued. Such an agreement is generally known as an **Engagement Letter**. The acceptance of the terms of engagement by the parties shall be documented in writing prior to the commencement of the audit. While the auditor is engaged by the IP, IDLO reserves the right to review and clear the TOR. A copy of the executed agreement shall be transmitted to IDLO.

The auditor shall issue an audit opinion on the activities described in accordance with the requirement of ISA 800 / 805. A model opinion is available on the *IAASB website*. The audit opinion shall contain the auditor's signature (not just the audit firm) and title. The Report shall be presented to IDLO according to procedures outlined in the TOR for the SP audit.

The audit shall report on the activities described in accordance with the requirements of *International Standards on Related Services (ISRS) 4400*, according to the model available on the IAASB website. The auditor shall submit its report, which contains its findings. IDLO may also request the auditor to perform other engagements together with the agreed-upon procedures engagement, with an objective of obtaining recommendations from the auditor, as guided by ISRS 4400.

6.3 Evaluation

IDLO conducts mid-term, final, and/or ex-post **evaluations** of select programmes and projects in line with the IDLO Evaluation Guidelines. Such evaluations shall be designed, planned, and conducted to focus on assessing the IDLO intervention based on the *OECD DAC Evaluation Criteria*: relevance, coherence, effectiveness, efficiency, impact, and sustainability. Further criteria may also be incorporated, such as 'IDLO Value Added'. When relevant, the scope of IDLO evaluations may include analysis of SP activities completed by IPs. Where mandated, such analysis shall be

undertaken in line with the IDLO Evaluation Guidelines and shall be results-oriented and forward-looking, as well as foster mutual learning between IDLO and IPs.

When appropriate, IPs may independently commission an **SP Evaluation**. This may be particularly important for larger SPs and for those that involve an SP Consortium. The key methodological component of an SP Evaluation shall be analysis of the SP results chain. This will allow for the formulation of focused evaluation questions and provides analysis to test the SP theory of change. If an SP Evaluation is conducted with IDLO funds, the IP shall submit the evaluation report to the responsible Programme Manager in order to share best practices and lessons learned, identify opportunities for improvement and adaptation, and promote evaluation use and mutual learning.

7. DEVELOPING THE IMPLEMENTING PARTNER CAPACITY

(Ongoing throughout the SP Lifecycle)

IPs may be able to effectively perform the capacity development activities assigned to them but may lack the necessary administrative and financial expertise to plan, budget, monitor and report in accordance with IDLO requirements. Any such related weaknesses may be identified during the selection process or during the monitoring of SP implementation. As a good practice, IDLO shall aspire to provide capacity development support to its IPs, as needed.

Following the Organizational Assessment conducted during the Selection Phase, IDLO may request from the IP the drafting of a *Capacity Development Plan*, which shall be developed by the responsible Programme Manager in cooperation with the IP. The Capacity Development Plan shall be attached as an Annex to the SP Agreement and be implemented within the SP duration. Capacity development activities may include training, workshops and embedding of IP staff into IDLO teams. Once the planned capacity development activities have been implemented, the IP may be re-assessed considering the results achieved.

ANNEX A - GLOSSARY

A

Activity: Actions, events, tools, and processes used to bring about intended results. Activities transform inputs into outputs. Each activity or set of activities describes specific action taken to deliver a product or a service to a target group.

Amendment: Allows IDLO and the IP to make a mutually agreed-upon change to an existing SP Agreement. The original SP Agreement shall remain in place, with some terms altered by way of the Amendment.

Assets: Resources controlled by an entity as a result of past events and from which future economic benefits or service potential are expected to flow to the entity.

Assumption: Hypothesis about factors or risks which could affect the progress or success of an SP. Assumptions are assertions of what people believe to be true.

Audit: An official inspection of the IP's financial information, by an independent external auditor, with a view to express an opinion thereon. An audit ensures that books of accounts are properly maintained.

B

Budget: A detailed estimate of financial resources required for a given period.

C

Consortium: Two or more IPs working together on a specific SP.

D

Donor: The state, international organization, private entity or other entity which provides funds to IDLO to implement a programme or a project.

E

Evaluation: An analysis and assessment, as systematic and objective as possible, of an SP, focusing on, inter alia, planning, design, implementation and impact, conducted in line with IDLO Evaluation Guidelines and the OECD/DAC criteria and quality standards.

Expenditure: The total charges incurred against an SP, including disbursements already made.

I

IDLO-Donor Agreement: The voluntary contribution agreement signed between IDLO and the Donor to finance a programme or a project, which governs the relationship between IDLO and the donor, and details the rights and obligations of the parties.

Impact Goal: The desired long-term change in the condition or well-being of beneficiaries. It is the highest-level result of a programme or project. The impact goal is intended to be achieved – but may not ever be achieved – after the project period and is therefore not within the project's sphere of control

Implementing Partner: Any not-for-profit organization, agency or other legal entity to which IDLO delegates responsibility for the implementation of part or all of a programme or project and provides funds for this purpose through an SP Agreement.

Indicator: An indicator is a unit to measure signs of change towards the achievement of results.

In-kind contribution: Non-financial resources made available free of charge by IPs to SP.

Input: The human, financial, organizational, and community resources used for carrying out activities. These may include personnel, funds, time, equipment, technical expertise, partnerships, etc.

Inventory: A complete list of items, such as ICT equipment, furniture and fixture.

L

Large Sub-Project: An SP with a value above € 100,000.

M

Medium Sub-Project: An SP with a value between € 10,001 and € 100,000.

Mitigation Strategy: An overall plan to reduce risks impact, severity and/or probability of occurrence.

Monitoring: The ongoing process of obtaining regular feedback about progress toward intended results. Monitoring also involves review and quality control of the implementation of an SP to ensure that inputs, work schedules, and agreed outputs are proceeding according to plan and budget.

O

Organizational assessment: A systematic review of an IP's systems, processes, organizational structure and work environment.

Outcome: The intended result / impact of any SP undertaken by an IP on behalf of IDLO. An outcome is a statement of the situation that is expected to prevail on completion of the SP. It is thus a statement of a desired result(s) and impact, which contribute towards the achievement of the programme goal(s).

Output: The direct products or services delivered through activities. Outputs are tangible and immediate results of specific activities. Outputs are within the sphere of control of the programme and directly attributable to IDLO. Outputs should be measurable through performance indicators.

P

Programme: A financial envelope including several projects that intend to achieve a cumulative impact at a country, regional, or thematic level.

Project: A cluster of activities aimed at achieving well-defined, specific, and measurable results for a specific group of beneficiaries within a definite timeframe and budget.

Programming: Management procedure for the implementation of projects or SPs by which all parties directly involved in the implementation agree upon who will do what within a specified period of time, and draw up a work plan against which progress can be measured regularly.

Performance Indicator: Performance indicators monitor the extent to which an intervention achieves progress toward intended results and the extent to which assumptions hold. Performance indicators focus on the outputs and outcomes of IDLO interventions. Indicators designed for IDLO monitoring frameworks typically measure the effects of interventions on beneficiaries, laws, and institutions. Performance indicators consist of three components: (1) The unit of measure (i.e., number, percentage, ratio, or scale); (2) The unit of analysis (i.e. what or who will be observed or measured); and (3) The context (i.e., the set of circumstances that specify the aspect of the output or outcome to be measured).

R

Responsible Programme Manager: The IDLO personnel tasked with managing the implementation of an SP.

Result: The output, outcome or impact (intended or unintended, positive and/or negative) of a programme, project and/or SP.

Result Chain: A model of how the programme is expected to achieve its results. It describes in a logical and explicit manner how inputs, activities, and outputs lead to higher-level results, namely outcomes and the overall programme impact goal.

Risks: Negative factors that will affect or are likely to affect the successful achievement of an SP's intended results.

S

Small Sub-Project: An SP with a value equal to or less than € 10,000.

Sub-Grant: An award of financial assistance made by IDLO to an IP to implement an SP.

Sub-Project: A component of an IDLO programme or project implemented by an IP or Consortium through an award of financial assistance. The programmatic support provided by the IP or Consortium shall be in line with IDLO's programme or project outcomes and outputs and contribute to the sustainability of the results. Outcomes, outputs and activities of the SP shall be developed by the IP in collaboration with IDLO.

Sub-Project Agreement: The contractual instrument negotiated between IDLO and an IP, based on the IDLO SP Agreement template.

Sub-Project Report: A report (narrative and financial) reflecting the actual achievements of the IP against the planned achievements described in the SP Narrative Description and in the SP Budget attached to the SP Agreement.

W

Work Plan: A supporting document for an SP Agreement which provides a timetable for the implementation process.

ANNEX B – PRINCIPLES FOR BUILDING EFFECTIVE PARTNERSHIPS

IDLO places a high value on working collaboratively with its partners to pool expertise and resources to maximize programmatic impact. The IDLO strategic approach to partnerships involves clear, prioritized and mutually reinforcing efforts to enhance the quality of its interventions and realization of programmatic results.

IDLO shall apply the following principles for building effective partnerships throughout the SP lifecycle:

Shared Vision and Goals – IDLO and its partners shall agree to a shared vision and goals for the benefit of the SP, define realistic outcomes and optimal approaches to implementation, and commit to respect them. Consistency in this area shall ensure that SPs are delivered on time, with the desired quality and in a cost-efficient manner.

Communication and Mutual Respect – IDLO and its partners shall have an open and professional relationship, communicating regularly and striving to understand each other's point of view and solve problems transparently and harmoniously and come to mutual agreements of the best solution.

Transparency and Accountability – IDLO and its partners shall be committed to maintaining the highest standards of transparency and accountability. IDLO and its partners shall recognize the importance of being held accountable for results and the responsible use of resources and will ensure transparency and accountability to partners, beneficiaries and stakeholders.

Commitment to Joint Learning - IDLO and its partners shall seek to create opportunities to learn from each other and collaborate on coaching and training from the earliest stage of their collaboration. The appropriateness, amount of time, effort and cost to be devoted to capacity development activities shall be agreed upon early on and be included in the SP work plan and budget.

Local Ownership – IDLO and its partners shall recognize that the rule of law entails fundamental and politically sensitive choices about justice, human rights and principles and help define the relationship between the individual and the state and the distribution of power and resources in society. Decisions shall be made by those to whom they will apply. Reforms cannot be imposed by outsiders but must be locally driven and nationally owned in the broadest possible sense.

Sustainability – IDLO and its partners shall work to ensure that the results and gains of SP implementation can be sustained and replicated over the long-term by seeking to achieve lasting impact at the local level.

ANNEX C – IDLO STANDARDS, PRACTICES, TOOLS, AND RELEVANT EXTERNAL MATERIAL

IDLO Policies, Procedures and Guidelines

- [IDLO Strategic Plan 2021-2024](#)
- [IDLO Personal Data Protection Policy](#)
- [IDLO Transparency Policy](#)
- [IDLO Financial Guidelines, Regulations and Rules for Implementing Partners and Sub-Grantees](#)
- [Procurement Guidelines for IDLO Implementing Partners](#)

Toolkit for Working with Implementing Partners

Phase 1 – Selection of Implementing Partner

- [Concept Note template](#)
- [Applicant Declaration](#)
- [Declaration of Honour](#)
- [Comprehensive Organizational Assessment – Self-Assessment Form](#)
- [Standard Organizational Assessment – Self-Assessment Form](#)
- [Light Organizational Assessment – Self-Assessment Form](#)

Phase 2 – Planning and Budgeting

- [Sub-Project Narrative Proposal template](#)
- [Sub-Project Terms of Reference template](#)
- [Sub-Project Work Plan template](#)
- [Sub-Project Budget template](#) (Annex 1)

Phase 3 – Sub-Project Agreement

- [Sub-Project Agreement sample](#)

Phase 4 – Implementation: Monitoring & Reporting

- Sub-Project Progress Report templates:
 - [Quarterly Narrative Report template](#)
 - [Monthly Narrative Report template](#)
 - [Financial Report template](#) (Annex 2 and 3)
- [Disbursement Request template](#) (Annex 4)

Phase 5 – Sub-Project Completion

- [Sub-Project Final Narrative Report template](#)
- [Assets Inventory template](#) (Annex 5)

Developing the Implementing Partner Capacity

- [Capacity Development Plan](#)

IDLO Website Forms

- [General Inquiry Form](#)
- [Unsuccessful Applicant Inquiry Form](#)

External Websites

- [OECD, Context-Sensitive Remote Monitoring: A Practical Guide, 2021](#)
- [UNICEF Guidelines for the use of children and media](#)
- [International Aid Transparency Initiative \(IATI\)](#)
- [International Auditing and Assurance Standards Board \(IAASB\)](#)
- [International Standards on Auditing \(ISA\) 800/805](#)
- [International Standards on Related Services \(ISRS\) 4400](#)
- [OECD DAC Evaluation Criteria](#)