

9. ACTION IMPLEMENTATION

The partner implementing humanitarian aid actions should ensure that it mobilises the necessary financial, human and material resources⁴⁴. The partner will implement the action with the requisite degree of care, efficiency, transparency and diligence.

9.1 IMPLEMENTING PARTNERS

The partner may entrust tasks forming part of the action on a non-profit basis to one or several implementing partners.

The partner shall ensure that the conditions applicable under the Specific Grant Agreement are also applicable to implementing partners. It concerns in particular the rules related to conflict of interest, visibility, communication and information, eligibility of costs, procurement, right of access, evaluation of the action, audits and other controls.

Sometimes, it can be difficult to draw the line differentiating a contractor from an implementing partner. The following table indicates the main differences between these two actors.

	Contractor	Implementing Partners
Purpose	To acquire goods, services or works required for the implementation of the action.	To secure the necessary local support and cooperation in the implementation of the action.
Selection Procedure	Competitive and negotiated tendering procedures should always be used.	Relations based on sharing of common values and objectives. Tendering procedure not required.
Delegation of Power	Contractors do not enjoy a discretionary margin for the execution of their contract. They are required to undertake tasks as per the letter of the contract. The partner cannot delegate the execution of key elements of the action to contractors.	IP may enjoy a delegation of power from the partner. They are required to achieve results and thus enjoy a discretionary margin in achieving the targeted results. IP may implement key activities of the action. The partner however, remains responsible towards ECHO for the actions of its IP and has to put the appropriate supervision and monitoring system into place.
Legal Instrument	The result of a procurement procedure is a contract.	The rights and obligations of IP are established in an agreement or in a Memorandum of understanding.
Profit	The contractor's remuneration normally includes an element of profit.	The agreements signed between the partner and the IP must not have the purpose or effect of producing a profit for either party.

⁴⁴ Article 1 of the GC.

9 | Action Implementation

The decision to entrust tasks to implementing partners should be mentioned in the section 6.7 of the Single Form. The partner does not need to indicate all implementing partners, but it can decide which implementing partners to present in the Single Form. It will depend on the role played by the implementing partners in the action. To take this decision, the partner will consider the need to ensure transparency towards ECHO, the share of the budget managed by the IPs in question, the level of the involvement of the IPs in the action and the type of action. The partner should however remain reasonable as regard to the level of details provided in the Single Form, both as regard to the number of implementing partner presented and quantity of information.

In the Single Form, the partner will present and explain:

- The prospect of having recourse to implementing partners;
- The estimated budget share that would be allocated to the activities carried out by implementing partners. (N.B. There is no minimum or maximum limit regarding the budget share that can be allocated to implementing partners. It is possible in some cases to entrust tasks forming part of the action to an IP which is allocated 0% of the budget. However, the partner is obliged to retain full control of the implementation of the action.)

The partner is able to add or remove implementing partners unilaterally in the Single Form, as this is considered a non-essential operational change. However, if the partner considers that there would be significant operational consequences from removing an IP, or if the partner is aware that adding an IP may raise problems in terms of compliance with the humanitarian principles, it is obliged to contact ECHO under its duty of full information sharing foreseen in Article 5 of the General Conditions.

Signing a Memorandum of Understanding (or equivalent) with the implementing partners is **essential** to clarify the rights and obligations from the outset.

Partners should ensure full access to documents of the Implementing partners during audit at Headquarters.

It is also important to remember that the partner remains fully responsible for all activities implemented by its implementing partners and shall ensure and guarantee an effective management and control of the whole action.

9.2 CONSORTIUM & COORDINATED APPROACH

The number and the complexity of today's disasters are stretching humanitarian actors' capacities to respond effectively and efficiently to these disasters. Experience has shown that strengthening the collaboration between the humanitarian organisations operating in the field can bring numerous advantages such as complementarity, increased geographic coverage, increased target population coverage and decreased duplication.

ECHO is supporting two different approaches to increase coordination and collaboration in the field:

- Coordinated log-frames
- Voluntary consortia

9.2.1 COORDINATED LOGFRAMES

The coordinated approach consists in signing one Specific Grant Agreement with individual partners which have decided to collaborate more closely in the field to address the needs of a specific crisis.

Under this approach the collaboration takes place ex-ante between partners present in the field. The partners share their needs assessment (or they carry out joint needs assessment), they develop in a collaborative way their response which is translated into a joint Logframe. Each partner will then submit individual proposal containing the same Logframe. They will therefore work together towards achieving the same objectives but under separate grants.

9.2.2 CONSORTIUM

On a voluntary basis, partners may decide to join forces to respond to complex and major crisis and create a consortium.

Working in consortium is often challenging for humanitarian organisations. In 2012⁴⁵, ECHO funded a

Key factors for a successful collaboration

- Common objectives between partners
- Effective leadership
- Alignment of procedures
- Support staff working for the project
- Commitment for the collaboration (meeting, MOU)
- Transparent, effective communication
- Clarify roles and responsibilities
- Realistic funding
- Finding common approaches
- Managing internal crisis within consortium

report drafted by The Emergency Capacity Building (ECB) Project on the challenges and keys for success of consortium. These keys are summarised in the box.

This said, **consortium within an ECHO-funded specific grant agreement** is defined as an action under which several partners (FPA or even sometimes UN/IOs) work together under a consortium arrangement, with one of the FPA partner signing the Specific Grant Agreement and

acting as the lead of the consortium, while other FPA partners take part in the implementation as implementing partners.

The lead partner carries the full legal and financial responsibility for the action and will ensure that the obligations of the Specific Grant Agreement are respected by the implementing partners. Several measures have

From a legal point of view, the members of a consortium (except the lead partner) are considered as implementing partners.

⁴⁵ *What We Know About Collaboration: the ECB Country Consortium Experience*: The report could be used as a reference tool for developing a country consortium or strengthening an existing collaboration among emergency response agencies and wider stakeholders, including local government and local communities. It summarizes the key factors that ECB Project stakeholders identified to help NGOs successfully consider working with a consortium. It also provides a select number of tools and approaches to assist you with developing momentum with your joint activities. Members of the ECB country-level consortia also share some of the key lessons they are learning about building capacity together.

<http://www.ecbproject.org/resource/18304>

9 | Action Implementation

been taken however to facilitate, to the extent possible, the work and interaction of the partners involved in the action. These measures are explained in the text of these guidelines and are summarised in the table below.



It is of paramount importance for the success of the consortium that the partners agree on the main elements of the action beforehand, for instance, through a Memorandum of Understanding.

Specific measures for ECHO funded Consortium	
Depreciation	<ul style="list-style-type: none">• FPA partners can use their own depreciation rules
Eligible costs	<ul style="list-style-type: none">• Coordination costs acceptable if reasonable
Procurement rules (see 9.4.5)	<ul style="list-style-type: none">• Consortium members apply the rules of the lead member or each consortium member apply its own rules
Currency	<ul style="list-style-type: none">• The exchange rate established between lead partner and consortium members is an internal matter.
HQ audit	<ul style="list-style-type: none">• Cover the entire consortium• Importance of ensuring clear audit trail• Information from Consortium members to be sent to HQ Lead partner.