Review of WBI Delivery Partnerships: FY 2007-08

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4. MANAGEMENT QUESTIONS

Question #1a: Are WBI’s partnership arrangements in accord with its principles and guidelines for partnerships?

Question #1b: Specifically, were any delivery partnerships established for administrative “expediency” rather than to build the capacity of partners, share the cost of delivery, or strengthen WBI’s ability to reach its target audiences or to achieve its program objectives?

Question #2: What are the contributions of formal delivery partnerships to WBI’s learning programs (e.g., in terms of program design, content, or delivery) as intended in the agreements?

Question #3: What is the nature and extent of informal partnership arrangements?

Question #4: What are the risks and benefits of informal partnerships and formal partnerships?

Question #5: What is the nature and extent of technology partnerships?

Question #6: What is extent of “open” MOUs without sunset clauses?

5. CONCLUSIONS AND RECOMMENDATIONS

Create incentives to formalize partnerships.

Put in place a system to better monitor the progress of partnerships and the outcomes of partnership activities.

Set a closing date for inactive partnerships.

Appendixes

Appendix I: WBI Principles for considering partnership arrangements

Appendix II: Formal and informal partnerships when to use memorandum of understanding and/or activity agreement

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Acronyms and Abbreviations

AA Activity Agreement
BBLs Brown Bags Lunches
FY07 Fiscal Year 2007
FY08 Fiscal Year 2008
IP Intellectual Property
MOU Memorandum of Understanding
OPCPR Procurement Policy and Services Group
ST Sector and Thematic
TMs Task Managers
WBI World Bank Institute
WBIKP World Bank Institute Knowledge and Learning Partnerships Unit
WBIST World Bank Institute Sector and Thematic Programs
EXECUTIVE SUMMARY

WBI Management requested this review of WBI Delivery Partnerships in both Part I and Part II countries, with a focus on Part II countries, in order to better understand the scope and nature of delivery partnerships that were active in Fiscal Years 2007 and 2008; and obtain answers to the following questions:

1. a) Are WBI’s partnership arrangements in accord with its principles and guidelines for partnerships? b) Specifically, were any delivery partnerships established for administrative “expediency” rather than to build the capacity of partners, share the cost of delivery, or strengthen WBI’s ability to reach its target audiences or to achieve its program objectives?

2. What are the contributions of formal delivery partnerships to WBI’s learning programs (e.g., in terms of program design, content, or delivery)?

3. What is the nature and extent of informal partnership arrangements?

4. What are the risks and benefits of informal partnerships and formal partnerships?

5. What is the nature and extent of technology partnerships?

6. What is the extent of “open” MOUs without sunset clauses?

The review focuses mainly on delivery partnerships in Part II countries and includes an analysis of both formal and informal delivery partners active in FY07 and FY08. The review employs a two phased approach involving both quantitative data collection and analysis (Phase I—desk review) and qualitative one-on-one interviews with WBI TMs (Phase II—interviews). Phase I, conducted in December, 2007, collected and presented data on the scope, nature and, where possible, the intended objectives and associated activities of formal and informal delivery partnerships in Part I and II countries.

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1 These include all relevant guidelines, templates and attachments in the sub-section “Working with Partners,” under Section II: Program Planning, Budgeting, and Monitoring in the WBI Policies and Procedures Manual, including (i) “Principles for Considering Partnerships Arrangements,” which were put in place in FY07, (ii) “Guidelines on Formal and Informal partnership Arrangements and When to Use MOUs and/or AAs,” and (iii) Policies, Procedures, and Good Practices in Working with Partner Organizations.

2 Unlike formal partnerships that have written agreements in the form of either a Memorandum of Understanding (MOU) or an Activity Agreement (AA), informal arrangements lack a formal written and signed agreement. Under an informal partnership, staff members from WBI and a partner institution work collaboratively but informally, as a temporary team on a case-by-case basis.
Phase II, conducted in February and March, 2008, involves a series of one-on-one interviews with WBI TMs and a brief questionnaire targeting a small sub-section of TMs.

Findings on Scope and Nature of Delivery Partnerships

A total of 58 formal delivery partnerships in Part II countries were active in FY07 and/or FY08, 42 of which were formalized through Memorandum of Understanding (MOU) and 16 of which were formalized under Activity Agreements (AAs). An additional seven AAs associated with seven MOUs were signed during FY07/FY08, bringing the total number of partnership legal agreements active in FY07/FY08 to 65. Three partnerships under MOU agreement and 15 partnerships under AAs were signed after the partnership principles and guidelines were formally adopted and/or mandated to better guide the formation and execution of these agreements. A total of 51 delivery partnerships in Part I countries were active in FY07 and/or FY08, 38 of which were formalized under MOUs and 13 under AAs.

Government ministries/agencies are the most common type of institutions engaged under MOU agreements in Part II countries. NGOs and training institutions are the most common partner under AAs. The majority of delivery partnerships under MOU agreements are in the Health and AIDS sector. The majority of AA partnerships are in the Water and Rural Development Sector.

A total of 309 informal partners in Part II countries were reported by TMs in ST Reports as being engaged in 445 training programs delivered in FY07 and FY08. An additional 40 institutions were separately reported by TMs in response to an emailed questionnaire. Almost one-half (44 percent) of informal partners in Part II countries are government agencies.

Answers to Management Questions

Question #1a on partnership principles and guidelines:

The principles, guidelines, policies and associated templates which form the basis of the WBI partnership program effectively cover a breadth of issues on the formation and execution of delivery partnerships. The guidelines are well understood by WBI Task Managers (TMs) interviewed and when questions do arise, the WBISKP team is perceived by TMs as being highly responsive. Since the introduction of the “Principles for Considering Partnerships Arrangements” at the start of FY07, WBISKP has seen a decrease in the number of partnership requests made by entities outside the Bank. By publicizing the financial commitments required to engage in a formal WBI partnership, WBISKP effectively reduced the number of partnership requests to a much more manageable level. This was the primary objective of the development and Internet posting of the “Principles,” an objective which was achieved.

The partnership guidelines went into effect in May, 2006. While well understood by TMs, and according to WBISKP, these guidelines were not made mandatory until the start of FY07, when management oversight was increased to ensure the required documentation was included by TMs in partnership agreements. For this reason,
documentation defined in the guidelines (e.g. draft work programs, activity plans, justification notes) is lacking in the agreement packets for those partnerships signed prior to FY07. For those signed after the start of FY07 (3 MOUs and 15 AAs), when the guidelines became mandatory and oversight increased, the packets are complete and include the required documentation. Since the start of FY07, the guidelines are serving their intended purpose, are well understood by TMs and are being used by management to ensure the required documentation is included in partnership agreement packets.

**Question #1b on “expediency” vs. capacity building, sharing costs or expanding reach to achieve objectives**

Partnerships were deemed sufficiently unique from vendor contracts to justify a special dispensation from the AMS 15.00 requirement to advertise for selecting partners when WBI funding exceeds US$50,000. The basis for this dispensation is threefold:

1. WBI builds the capacity of the entities it partners with, especially in Part II countries. Partnerships, therefore, help to fulfill WBI’s mission and should be encouraged;

2. Partner contributions help share the cost of the delivery of WBI activities and improve local relevance; and,

3. Partnerships enable WBI to reach a larger and wider audience.

Based on the information available through the desk review and interviews with TMs, the evidence is insufficient to determine if each of these factors was met by partnerships active in FY07/FY08. The 3-year draft work programs included in the MOUs signed after FY07 describe partner capacity building activities to be implemented by WBI under the arrangement. However, no formal activities were implemented (no AAs were signed) under these MOU partnerships; and there was no other indication of any type of capacity building efforts. While partners may have intended to commit funds and share delivery costs, there is no evidence of the contribution due to the lack of associated AAs, the only source of data on partner financial contributions. As for reaching a larger and wider audience, anecdotal evidence from TMs interviewed suggests local partners do expand the reach and local relevance of WBI training programs given partners’ local networks, credibility and legitimacy. No formal activities were implemented under these three MOUs. Further, there is no data available which compares those programs delivered with partners to those delivered without them and the associated attendance levels and exit evaluations. Even if formal activities had been implemented under these partnerships, demonstrating an expanded reach would be difficult to measure.

As for the 15 partnerships under AA signed after the beginning of FY07, there is clear evidence that all 15 partners shared the cost of delivery as the amount of partner contribution is clearly stated in the agreement. Evidence on capacity building is less compelling, with only three of the 15 AAs describing partner capacity building activities in

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3 See Appendix III: OPCPR Clearance Note to Raise the Threshold for Advertisements for Partnership Agreements from $50,000 to $200,000.
the detailed work programs included in the agreements. Further, the majority of partner activities defined in the respective work programs are of an administrative nature (e.g. inviting participants, securing facilities for program delivery, hiring translators, etc). These are not areas in which capacity building is required. Instead, these partners were selected because they already possess the skills and capacity needed to deliver these services efficiently and effectively. According to TMs interviewed, while the intention of building a partner’s capacity is present in those relationships under MOU, AA partners are selected because they are well skilled and positioned to deliver specific services, mostly of an administrative nature. There is little expectation of building partner capacity on either side of a stand alone AA partnership.

**Question #2 on the contribution of partnerships to the Institute’s learning programs**

Based on a review of the draft work programs included in the MOU agreement packets, the majority of delivery partners under MOU intend to contribute to multiple and, in most cases, substantive areas of WBI programs (content design, program delivery). Based on information provided in the detailed work programs and budgets included in stand alone AAs, these partners are primarily engaged to deliver administrative support services (e.g. securing facilities, identifying and inviting participants, arranging transportation and accommodation, translation services, etc).

**Question #3 on informal partners**

The number of informal partnerships reported by TMs as actively participating in WBI learning programs/activities in FY07-FY08 is 349, about five times greater than the number of formal partnerships active in the same time period. Informal partners cited in ST Reports and reported in response to an emailed questionnaire sent out as part of this review range from government ministries, program beneficiaries, international and local NGOs, civil society groups and donors/development agencies. In interviews, TMs were not familiar with the term “informal partner,” and considered that the majority of WBI programs are implemented “in partnership” with a variety of entities. Examples of partnership activities of an informal nature include inviting sector experts to present during a conference, requesting government ministry support to assist in identifying and inviting participants or to secure space for learning events to be held. These “informal” collaborations are common, as demonstrated by the number of informal partners reported by TMs. They are also the preferred method when seeking assistance in the delivery of programs. If there is no need to transfer funds, there is, according to TMs, no need to formalize the relationship.

**Question #4 on risks and benefits of formal and informal partnerships:**

**Formal Partnerships**

Formal partnerships have a written agreement in the form of either an MOU or an AA, or, in some cases, both. These agreements clearly define the parameters of the partnership, spelling out the respective responsibilities, contributions and expectations each partner has to ensure the effective delivery of a program. Issues concerning intellectual
property rights, the use of the WBI logo, and copyright issues are also dealt with, as are indemnity and liability issues. From a legal standpoint, the risks appear to be minimal.

From the TM’s perspective, the risks in formal partnerships are of a more reputational nature, when the partners reach agreement and commit to a particular program of activities and, due to changes in priorities within WBI and outside of the control of the partners, those commitments are not met by WBI. This risk was cited often by TMs interviewed as part of this review and has, in some cases, damaged WBI’s credibility.

According to TMs, the benefits of formal delivery partners are substantive. Formal partners help to expand the reach of WBI programs by tapping into the existing networks of the local partner institution, increase WBI credibility through the affiliation with a locally respected institution; and, increase the relevance and improve the quality of the training programs by customizing programs to the local context (through partner involvement in the development of the training program and supporting materials). The perceived benefits of informal partnerships are no different than those cited by TMs for formal partnerships, with one additional benefit – the ability to engage a partner without going through the formal agreement process. As long as there is no need to transfer funds to the partner institution, informal partnerships are the method preferred by TMs.

One additional potential for risk for formal partnerships is “inactive” MOUs – those partnerships under MOU which have no associated AAs. Twenty-seven of the 42 MOUs in the scope of this review (64%) had no associated AAs during the life of the agreement. Those Task Managers that were able to be reached reported that, for various reasons, the partnerships never became nor were going to become active, yet the MOU agreement remained open. As these partnerships were considered inactive, the Task Managers were no longer actively monitoring the partnership or the partner organization. By signing the MOU agreement, the entity is considered a “WBI Partner.” If “inactive” partnerships are not being monitored by WBI TMs, there is little control over how the partner is leveraging the recognition/legitimization associated with being a WBI partner, exposing WBI to risk.

Informal Partnerships

Informal partnerships have no formal, signed written agreement. They are collaborations in which staff members from WBI and a partner institution work informally, as a temporary team on a case-by-case basis. While TMs interviewed report never having experienced a specific risk in an informal partnership, issues of intellectual property, copyright, indemnity and liability are not specifically dealt with in any way in these relationships. Respective contributions and specific responsibilities are not formally defined, leaving WBI with little recourse if problems arise. Currently, the benefits to circumventing the transaction costs associated with formalizing partnership agreements, which are perceived by TMs as extremely high, outweigh the potential for risk in informal partnerships. TMs are choosing informal partnerships by a margin of 5 to 1.
Question #5 on Technology partnerships

While WBIKP does not deal directly with technology partnerships, management posed the question to be included in this review. Only four Part II country MOU partnerships active under MOU in FY07 and/or FY08 mention the use of GDLN facilities to assist in the delivery of planned distance learning/e-learning activities. None of the 16 partnerships under AAs mention the use of GDLN in the delivery process.

Question #6 on “open” MOUs

There are no open MOUs in the delivery partnership portfolio.

Recommendations

Create incentives to formalize partnerships

If the potential for risk of informal partnerships is deemed sufficiently high, steps should be taken to “formalize” informal collaborations/partnerships and create an environment in which the benefits of formal partnerships outweigh the costs associated with establishing and managing them. TMs interviewed see real value in formal partnerships. They can improve the quality, relevance and legitimacy of WBI programs, demonstrate WBI’s commitment to assisting local clients and enable the programs to be tailored to the specific needs of the local environment. If this value-added is shared by WBI Management, then a renewed commitment to partnerships should be communicated, transaction costs reduced and incentives to establish formal partnerships with well-vetted entities created to encourage TMs to actively engage these partners in the design and delivery of WBI programs.

Put in place a system to better monitor the progress of partnerships and the outcomes of partnership activities

While TMs monitor their own work programs and the learning activities implemented with respective partners, there is no overall system in place which monitors or evaluates the partnerships themselves. Do partnerships build the capacity of partners? If so, how? If not, why not? Are partners meeting their financial commitments? Does the involvement of a local partner increase the reach and relevance of WBI programs? Are partnerships delivering the activities defined in the work program? If not, are they inactive and should the agreement be closed? How do programs delivered with formal partners compare to those delivered exclusively by WBI in terms of quality, efficiency and relevance? These questions are important ones for WBI Management to be able to answer in a systematic way, not only to continue to justify the special dispensation from OPCS, but to be able to both monitor and manage for results.

Several simple questions could be added to the documentation required as part of the agreement packages to systematically collect data in these areas. For example, TMs could be asked to state the specific activities which would be implemented to develop the skills, know how and capacity of the partner institution. When AA activities are completed and the agreement is closed, a simple survey could be sent to the TM soliciting...
information on how the partnership contributed to the efficiency, quality, relevance and reach of the particular program and how that compares to those implemented without formal partner involvement. Brown Bag Lunches (BBLs) or learning events could be arranged to encourage the sharing of experiences and ideas on partnerships which were innovative or highly successful in contributing to program reach and effectiveness. These are some simple tools that can be put in place at little or no cost with minimal effort but could collect important information which would form the basis of a results-based management system.

**Set a closing date for inactive partnerships**

If a partnership under MOU is not delivering any services and there are no plans for formal activities to take place under the agreement, the agreement should be closed. There seems to be little benefit in keeping these partnerships open, and a potential for risk if the partnerships are not being actively managed by WBI.
1. INTRODUCTION

1.1 Since its inception over 50 years ago, the World Bank Institute has built partnerships with a wide range of organizations, establishing two broad types of partnerships—resource and delivery.

1. **Resource partners** augment WBI’s financial, intellectual, and technical resources by providing funding, expertise, content, staff and facilities.

2. **Delivery partners** help WBI deliver programs and activities. They also strengthen local ownership and commitment, mobilize local resources, and develop their own capacity. Delivery partners include NGOs, foundations, universities, think tanks, and training institutions.4

1.2 This review focuses exclusively on delivery partnerships in both Part I and Part II countries, with a concentration on those in Part II countries. Resource partnerships, which typically mobilize Trust Funds or Scholarship support, have been excluded as they are normally subject to systematic monitoring and evaluation by the respective donors and by the WBI Knowledge and Learning Partnerships Unit (WBIKP). Although the focus of the review is on formal delivery partnerships, the review has also attempted to define the scope and nature of informal ⁵ delivery partnerships referenced by Task Managers (TMs) during the same time period.

OBJECTIVES OF THE REVIEW

1.3 The objectives of the review are twofold: define the scope and nature of both formal and informal delivery partnerships that were active in Fiscal Years 2007 and 2008; and respond to a specific set of questions raised by WBI Management:

1. a) Are WBI’s partnership arrangements in accord with its principles and guidelines for partnerships⁶?

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4 A third category of partnerships, technology partnerships is largely associated with GDLN and the Multi Media Unit

5 Unlike formal partnerships that have signed written agreements in the form of either a Memorandum of Understanding (MOU) or an Activity Agreement (AA), informal arrangements lack a formal written and signed agreement. Under an informal partnership, staff members from WBI and a partner institution work collaboratively but informally, as a temporary team on a case-by-case basis.

6 These include all relevant guidelines, templates and attachments in the sub-section “Working with Partners,” under Section II: Program Planning, Budgeting, and Monitoring in the WBI Policies and Procedures Manual, including (i) “Principles for Considering Partnerships Arrangements,” which were put in place in FY07, (ii) “Guidelines on Formal and Informal partnership Arrangements and When to Use MOUs and/or AAs,” and (iii) Policies, Procedures, and Good Practices in Working with Partner Organizations.”
b) Specifically, were any delivery partnerships established for administrative “expediency” rather than to build the capacity of partners, share the cost of delivery, or strengthen WBI’s ability to reach its target audiences or to achieve its program objectives? What are the contributions of formal delivery partnerships to WBI’s learning programs (e.g., in terms of program design, content, or delivery)?

2. What is the nature and extent of informal partnership arrangements?

3. What are the risks and benefits of informal partnerships and formal partnerships?

4. What is the nature and extent of technology partnerships?

5. What is the extent of “open” MOUs without sunset clauses?

METHODOLOGY

1.4 The review employs a two phased approach involving both quantitative data collection and analysis (Phase I-desk review) and qualitative one-on-one interviews with WBI TMs (Phase II-interviews). Phase I, conducted in December, 2007, collected and presented data on the scope, nature and, where possible, the intended objectives and associated activities of formal and informal delivery partnerships in Part I and II countries. Phase II, conducted in February and March, 2008, involves a series of one-on-one interviews with WBI TMs and a brief questionnaire targeting a small sub-section of TMs.

Phase I Methodology

1.5 The data collection process for Phase I involves four main areas of inquiry.

For formal delivery partners with agreements (MOUs, AAs, or both):

1. A desk review of all 42 delivery partnership Memorandum of Understandings (MOUs), the seven Activity Agreements associated with seven of the 42 MOUs, and 16 stand-alone Activity Agreements (AAs) that were active in FY07 and/or FY08; and

2. Interviews with selected WBIKP staff members.

For informal delivery partners without a signed MOU and/or AA:

3. A review of WBIST reports to compile a list of all training activities implemented in FY07 and FY08 and the institutions reported by TMs as participating in the event as partners. This list was then cross-referenced with the WBIKP formal partner database (and vendor contract database) to exclude those with formal agreements (MOUs, AAs, and/or vendor contracts). The exceptions formed one list of 309 informal partners; and,
4. A brief questionnaire soliciting specific information on informal partners (names, purpose, and rationale for selecting them) sent to all WBI TMs. Although the response rate was fairly low (less than 10 TMs responded to the questionnaire), an additional 40 informal partners were identified and added to the list referenced above.

Phase II Methodology

1.6 The results of the Phase I desk review were presented in a report submitted in December, 2007, the findings of which were discussed with WBI senior management in January, 2008. As a result of that meeting, and through consultations with WBIKP management, it was agreed that further inquiry was required to better understand the practices and opinions of WBI TMs concerning formal delivery partnerships, informal partners and how these compare to vendor contracts as a means to engage partners and/or service providers in WBI programs. It was agreed that Phase II of the review should proceed, but should focus exclusively on interviews with selected WBI TMs. The planned activity to engage selected Part II country partner institutions was, therefore, not included as part of Phase II of the review.

1.7 WBI TMs that were engaged as part of Phase II of the review were selected based on three criteria:

1. Those with the highest number of partnership agreements (both MOUs and/or AAs) over the history of the partnership program;

2. Those with the highest number of vendor contracts active in FY07 and/or FY08; and,

3. TMs of MOUs active in FY07 and/or FY08 which did not include associated AAs.

1.8 Based on a review of the WBI Partnership database, the vendor database active in FY07 and FY08, and the list of informal partners compiled from ST Reports as part of Phase I, an initial list of 31 TMs was compiled. A final list of 26 TMs was defined, 18 of which to be engaged through one-on-one interviews and eight (all of whom were TMs of MOUs without associated AAs) to be sent a brief questionnaire by email. Interviews were conducted with 14 TMs (see Appendix V for the interview guide). Responses to the emailed surveys were received from four TMs.

Limitations in Available Data and Methodology

1.9 The information contained in partnership agreements and the associated materials which may be included by TMs as part of the agreement “packet” is based on the intended objectives and areas for collaboration. The data generated through the desk review is

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7 Five TMs were dropped as they had since left WBI.
8 Associated materials include partner selection justification notes, draft work programs, and, in the case of AAs, partner roles and responsibilities and budgets.
therefore based on partnership intentions rather than implementation performance and results. There is currently no system in place which requires TMs to report on the implementation progress and results of either capacity building efforts for partner counterparts, or of partnership activities.\(^9\)

1.10 In the case of MOU agreement packets, partner selection justification notes, draft work programs and associated AAs which contain partnership-specific information on objectives, areas for collaboration and the extent to which the principles for considering partnership were adhered to were not made mandatory until June, 2006. Much of this documentation is, therefore, lacking in agreements signed prior to FY07\(^{10}\).

1.11 The extent to which partner institution capacity is developed as a result of a partnership with WBI has been measured solely from WBI TMs' perspectives. Partner institutions were not engaged to ascertain the extent to which they considered their own capacity strengthened and the extent to which this strengthening contributed to an increased effectiveness of their own institution.

STRUCTURE OF THE REPORT

1.12 This report is structured in five main sections:

- **Section 1** presents the objectives, methodology, data limitations, and structure of the report.
- **Section 2** presents the findings on the scope and nature of formal WBI delivery partnerships in *Part II* countries.
- **Section 3** presents the findings on the scope and nature of formal WBI delivery partnerships in *Part I* countries.
- **Section 4** presents the findings in response to the six questions raised by Management regarding WBI delivery partnerships, both formal and informal.
- **Section 5** presents conclusions and recommendations based on the results of the review.

1.13 The list of FY07-08 formal delivery partners from both Part II and Part I countries is provided in Appendixes IV and V. Because of its length, the list of informal partners was not included as part of this report but is available.

\[^9\] Partnership activities are WBI activities that have been undertaken jointly with partners. To date, there has not been a comparative study of activities that have been implemented with and without partners.

\[^{10}\] Thirty-one percent of Part II country MOU packets included draft work programs, 36 percent had associated Activity Agreements, and 86 percent provided partner selection justification notes.
2. THE SCOPE AND NATURE OF WBI FORMAL DELIVERY PARTNERSHIPS – PART II COUNTRIES

2.1  Partnerships are formalized under two distinctly different agreements – a Memorandum of Understanding (MOU) and/or Activity Agreements (AAs). An MOU is a stand-alone agreement which creates a general framework for collaboration over the medium to long term. Its use is recommended when WBI has a long-term relationship with a partner and a defined draft three-year work program has been agreed to by both partners. Specific activities to be implemented under the partnership are to be formalized in subsequent AAs. An Activity Agreement can be a stand-alone document or can fall within the scope of an MOU. Its purpose is to (i) clearly spell out the roles and responsibilities and timelines for collaboration, (ii) avoid misunderstandings between the parties and to develop the necessary degree of accountability in the partnership, (iii) spell out the legally required IP and copyright indemnifications and other clauses, (iv) spell out the financial commitments of the parties, plus accounting, audit, transfer of funds, procurement provisions, (v) set forth the terms of the transfer of funds (either Bank Budget or Trust Fund) from WBI to a partner institution, and (vi) ensure reporting requirements, such as participant database, etc. The AA is considered to be a critical tool to ensure accountability and to manage risks. It is focused on the delivery of specific activities and defines the roles, responsibilities, partner financial contributions, timelines for collaboration and budget.11

THE SCOPE OF FORMAL DELIVERY PARTNERSHIPS – PART II COUNTRIES

2.2  A total of 58 delivery partnerships in Part II countries were active in Fiscal Year 2007 and/or Fiscal Year 2008, 42 of which were formalized through Memorandum of Understanding (MOU) and 16 of which were formalized under stand-alone Activity Agreements (AAs). Of those under MOU, seven had one associated AA active in FY07/FY08, bringing the total number of legal agreements active in FY07/FY08 to 65. Twenty-five MOUs closed in FY07, five closed in FY08 and eight are due to close in FY09 and beyond. Of those partnerships under stand-alone AA, 14 closed in FY07 and two closed in FY08. Three MOUs and 15 AAs

11 WBI guidelines on when to use MOUs and/or AAs are included as Appendix I.
were signed after July 1, 2006, the date the partnership principles were officially adopted and the guidelines made mandatory.

**TYPES OF INSTITUTIONS UNDER FORMAL AGREEMENTS**

2.3 As Figure 1 demonstrates, government ministries/agencies are the most common type of institution engaged under MOU agreement, with a total of nine government partners representing 21 percent of total MOU partners in Part II countries. Partnerships with research and training institutions follow, each with eight MOU agreements representing 19 percent of MOU partners respectively.

*Figure 1: Composition of WBI Part II Delivery Partners under MOU by Type of Organization (based on number of Part II MOUs)*

2.4 NGOs and training institutions are the most common partner under AAs (each engaged in four AAs representing 50 percent of all FY07 and FY08 stand-alone AAs). Government ministries/agencies, associations and international organizations follow, each with two agreements and representing 13 percent of AA partnerships respectively.

**REGIONAL DISTRIBUTION OF FORMAL DELIVERY PARTNERS**

2.5 Delivery partner institutions have been formally engaged in each region in which WBI operates. The majority of partner institutions under both types of agreements (MOUs and AAs) are based in countries in the East Asia and Pacific Region (10 MOU partners or 23 percent of MOUs and six AA partners or 38 percent of AA partners). For partnerships under MOU (Figure 2), the East Asia and Pacific region is followed by the Middle East and North Africa region (eight MOU partners, or 19 percent of MOUs). For AA partner institutions, Africa and Latin America and the Caribbean follow, each with three partners under AAs representing 19 percent of the AA portfolio.
THE NATURE OF FORMAL DELIVERY PARTNERSHIPS – PART II COUNTRIES

2.6 Two categories were developed to define the nature of formal delivery partnerships:

1. The sector and/or thematic area in which the partnership is intending to collaborate; and,

2. The purpose of the partnership and the nature of the intended activities.

Category I: Sector and Thematic (ST) Areas

2.7 Delivery partnerships under MOU agreements were established to deliver knowledge development and learning programs in 10 of the 13 ST Program areas defined by WBI. As Figure 3 demonstrates, the majority of MOU partnerships were established to deliver programs in the Health and AIDS Sector\textsuperscript{12}, with a total of 10 MOU partnerships representing 24 percent of MOU delivery partnerships in Part II countries. The Health and AIDS sector is followed by partnerships in Private Sector Development (eight partnerships representing 19 percent of MOUs), collaborating primarily in the areas of corporate governance and ethics and small to medium size enterprise development.

\textsuperscript{12} The intended areas of collaboration include, but are not limited to, supporting the preparation of HNP programs through capacity building (Bangladesh, Nigeria), building Ministry of Health capacity in health reform and sustainable financing (Egypt, Lebanon, Turkey, Tanzania), delivering the Flagship Course on Health Sector Reform and Sustainable Financing (Kyrgyz Republic), and strengthening HIV voluntary counseling and testing services (India).
2.8 Delivery partnerships under Activity Agreements were established to deliver services in six of the 13 ST Program areas defined by WBI, the majority of which intend to deliver programs in the Water and Rural Development sector (five partnerships representing 31 percent of AAs). Partnerships in the Environment and Natural Resources sector follow, with three AAs, or 19 percent of AA partnerships.

Category II: Intended Purpose and Associated Activities

2.9 The intended purpose and associated activities defined in MOU packets can be categorized in three areas, or "types" of partnerships.  

- Partnership Type #1: General Collaboration for Capacity Building  
  This partnership defines general areas within which the partners intend to collaborate and is based on medium to long-term capacity building objectives, often times in support of a larger World Bank program or operation. Specific activities may not yet be defined, but general areas in which the partners may collaborate may be specified in an associated draft work program. The majority of partnerships under MOU agreements fall into this category, with a total of 17 partnerships representing 40 percent of MOU agreements.

13 There is insufficient information/documentation in the agreement packets of six MOU partnerships (14 percent) to define partnership type.
• **Partnership Type #2: Deliver specific knowledge development and/or learning program activities**
  This partnership is similar to an AA partnership (defined earlier in para. 2.1) in that it is focused on delivery of specific learning activities.\(^{14}\) Ten partnerships under MOU agreements can be categorized as this type of partnership, representing 24 percent of MOU partnerships. In terms of partnerships under AAs, and because of the nature of the agreement, all 16 AA partnerships fall into this category.

• **Partnership Type #3: Building the Capacity of the Partner (the partner is the client)**
  This type of partnership is established with a client institution in order to build its own capacity in a particular area. The *partner is also the beneficiary* of the program and the intended capacity building activities, most often a government ministry or agency (e.g. Ministry of Health and Family Welfare Bangladesh, National Organization for the Study of Politics and Administration Lao PDR). Nine MOU partnerships can be categorized as this type of partnership, representing 21 percent of MOU agreements.

\(^{14}\) For example, the delivery of poverty analysis courses in Kenya through a partnership with the African Economic Research Consortium, the delivery of an on-line learning program for disaster risk management in India with the Environmental Planning Collaborative.
3. THE SCOPE AND NATURE OF WBI FORMAL DELIVERY PARTNERSHIPS – PART I COUNTRIES

THE SCOPE OF FORMAL DELIVERY PARTNERSHIPS – PART I COUNTRIES

3.1 A total of 51 delivery partnerships in Part I countries were active in Fiscal Year 2007 and/or Fiscal Year 2008, 38 of which were formalized through MOUs and 13 of which were formalized under AAs.

TYPES OF INSTITUTIONS UNDER FORMAL AGREEMENTS

3.2 As Figure 4 demonstrates, the majority of Part I country delivery partners under MOU agreements are international organizations (11 partners, representing 29 percent of MOUs), followed by universities and NGOs (each with eight MOU agreements, representing 21 percent of Part I MOUs respectively).

![Figure 4: Composition of WBI Part I Delivery Partners under MOU by Type of Organization (based on number of Part I MOUs)](image)

3.3 International organizations and universities are also the most commonly selected Part I country institutions under AAs, each engaged in three AAs and each representing 23 percent of AAs. Research institutions follow, with two agreements (15 percent of AAs).
THE NATURE OF FORMAL DELIVERY PARTNERSHIPS – PART I COUNTRIES

Category I: Sector and Thematic Areas

3.4 Parallel to Part II countries, two categories were developed to define the nature of formal delivery partnerships for Part I countries:

1. The **sector and/or thematic area** in which the partnership is intending to collaborate; and,

2. The **purpose** of the partnership and the nature of the intended activities

3.5 Part I country delivery partnerships under MOU agreements in FY07 and FY08 were established to collaborate in 11 Sector and Thematic Program areas, the majority of which intend to deliver services in Public Sector Governance (13 MOU partnerships), followed by Private Sector Development (8 MOU partnerships) and Education (5 MOU partnerships) (Figure 5).

**Figure 5: Sector and Thematic Areas of Part I Delivery Partners under MOU (by number of Part I MOUs)**

3.6 Part I country delivery partnerships under AAs intend to collaborate in eight programmatic areas, the majority of which are in the Trade sector (three out of 16 agreements), followed by Education (two out of 16 agreements).

Category II: Intended Purpose and Associated Activities

3.7 The majority of long term (MOU) Part I partnerships were established for the purpose of general knowledge development and learning program collaboration (26
partnerships representing 69 percent of Part I MOUs). All 13 of the AA Part I country partnerships were established to deliver specific knowledge development and/or learning program activities, Partnership Type #2.
4. MANAGEMENT QUESTIONS

4.1 One of the objectives of the WBI Partnership Review is to address a series of questions raised by WBI Management. This section of the report responds to each of these six questions based on the data collected through both Phases I and II of the review.

Question #1a: Are WBI’s partnership arrangements in accord with its principles and guidelines for partnerships?

4.2 The principles, guidelines, policies and associated templates which form the basis of the WBI partnership program effectively cover a breadth of issues on the formation and execution of delivery partnerships. The guidelines are well understood by WBI Task Managers interviewed and when questions do arise, the WBIKP team is perceived by TMs as being highly responsive. Since the introduction of the “Principles for Considering Partnerships Arrangements” at the start of FY07, WBIKP has seen a decrease in the number of partnership requests made by entities outside the Bank. By publicizing the financial commitments required to engage in a formal WBI partnership, WBIKP effectively reduced the number of partnership requests to a more manageable level. This was the primary objective of the development and Internet posting of the “Principles,” an objective which was achieved.

4.3 The partnership guidelines went into effect in May, 2006. While well understood by TMs, and according to WBIKP, these guidelines were not made mandatory until the start of FY07, when management oversight was increased to ensure the required documentation was included in partnership agreements. For this reason, documentation defined in the guidelines (e.g. draft work programs, activity plans, justification notes) is lacking in the agreement packets for those partnerships signed prior to FY07. For those signed after the start of FY07 (3 MOUs and 15 AAs), when the guidelines became mandatory and oversight increased, the packets are complete and include the required documentation.

Question #1b: Specifically, were any delivery partnerships established for administrative “expediency” rather than to build the capacity of partners, share the cost of delivery, or strengthen WBI’s ability to reach its target audiences or to achieve its program objectives?

15 Following the posting of the Partnership Principles on the external website, partnership requests made through the website decreased from 39 in the first half of FY07 to 7 in the second half of FY07.
4.4 In December 2004, WBI partnerships were deemed sufficiently unique from vendor contracts to justify a special dispensation from the AMS 15.00 requirement to advertise for selecting partners when WBI funding exceeds US$50,000 (see Appendix III: OPCPR Clearance Note to Raise the Threshold for Advertisements for Partnership Agreements from $50,000 to $200,000). The basis for this dispensation is threefold:

1. WBI builds the capacity of the entities it partners with, especially in Part II countries. Partnerships, therefore, help to fulfill WBI’s mission and should be encouraged.

2. Partner contributions help share the cost of the delivery of WBI activities and improve local relevance; and,

3. Partnerships enable WBI to reach a larger and wider audience.

4.5 Based on the information available through the desk review and interviews with TMs, the evidence is insufficient to determine if each of these factors was met by the FY07/FY08 partnership portfolio. In terms of partner capacity building, the 3-year draft work programs\textsuperscript{16} included in the three MOUs signed after FY07 describe WBI intentions to build partner capacity. However, no formal activities were implemented under these partnerships (no AAs were signed). Of the 39 MOUs signed prior to FY07, 21 MOUs (54%) provide information on planned activities in either draft work program agreements or associated AAs included in the MOU packets, seven of which describe partner capacity building activities. Four of these MOUs delivered formal activities through AAs. Hence, four MOU partnerships in the FY07/FY08 partnership portfolio actively delivered capacity building services to partner entities (slightly less than 10% of the MOU partner portfolio). Only 3 of the 16 AAs, 15 of which were signed after FY07, include a description of partner capacity building activities in the work programs included in the agreement packet.

4.6 In terms of substantive contributions to WBI programs\textsuperscript{17}, 19/22 MOU partners (86%) intend to deliver administrative services, 5 of which intend to contribute exclusively in this area. All 16 partners under AA intend to deliver some form of administrative and/or logistical support services to the program, nine of which contributed exclusively in this area. Further, and according to TMs interviewed, AA partners are selected because of the fact that they are well positioned and equipped to deliver these types of services.

\begin{center}
\begin{tabular}{|l|}
\hline
\textbf{TM Perceptions on Building Partner Capacity through Delivery Partnerships} \\
\hline
- Partnerships directly build partner capacity: 5/14 TMs interviewed \\
- Partnerships build the capacity of partner institutions to an extent: 8/14 TMs interviewed \\
- Partnerships do not build partner capacity: 1/14 TMs interviewed \\
\hline
\end{tabular}
\end{center}

\textsuperscript{16} The draft work program agreement is the only source of information which defines the respective activities intended to be implemented under the partnership, including those involving the development of partner capacity.

\textsuperscript{17} Information on intended partner contributions was available for 22/42 MOUs and all 16 AAs.
4.7 Contributing financially to the learning program is a requirement for becoming a WBI partner. The amount of contribution must be specified in the AA prior to signature. All 16 stand-alone AAs and the seven AAs associated with MOUs provide information on partner financial contributions. This factor is clearly being adhered to by partnerships under AAs.

4.8 There is no objectively verifiable data available to compare WBI programs done in partnership with those done without partners. Anecdotal evidence from TMs interviewed suggests local partners do expand the reach and local relevance of WBI training programs given partners’ local networks, credibility and legitimacy.

**Question #2: What are the contributions of formal delivery partnerships to WBI’s learning programs (e.g., in terms of program design, content, or delivery) as intended in the agreements?**

4.9 Desk review of MOU documentation reveals that only about half (22 of the 42 MOU partnership agreements) include sufficient information to analyze the intended contributions of formal delivery partners to WBI learning programs. As Figure 6 demonstrates, the majority of these partners intend to provide logistical and administrative support services for program delivery (19 MOU partners representing 86 percent of the 22 MOU partners for which information is available). Contributions in the areas of content design (16 partners) and program delivery (16 partners) follow, each representing 73 percent of the 22 MOU partners. Finally, the fewest number of partners under MOU agreement intend to contribute to program design (10 partners or 45 percent of the 22 MOU partners).

**Figure 6: Areas in which Partners Intend to Contribute to WBI programs (by number of partners under MOUs for which information is available)**
4.10 Eight of the 22 MOU partners intend to contribute to all four areas of program contribution defined here. Five of the 22 partners intend to contribute in three of the areas, five in one area and four partners intend to contribute to two of the defined areas.

4.11 When looking at the entire MOU portfolio, only 15/42 MOU agreements (36%) include associated AAs, the agreement which is required to implement formal activities in which funds are transferred under the partnership framework. TMs interviewed reported several factors causing the high number of “inactive” MOU partnerships - a change in the environment in which the partnership operates (e.g., change in government, change in policy, change in WBI priorities), formalizing activities through other means (e.g. vendor contract) or implementing activities on an informal basis.

4.12 For those partnerships under stand-alone AA, all 16 partners intend to provide logistical and administrative support services, followed by contributions to content design (7/16 AA partners), program delivery (6/16 AA partners) and program design (4/16 partners).

4.13 According to TMs, formal delivery partners can enhance WBI's abilities and capacities to deliver effective and responsive programs in several important ways.

- Expanding the reach of WBI programs by tapping into the existing networks of the local institution;

- Increasing WBI credibility through the affiliation with a locally respected institution; and,

- Increasing the relevance and improving the quality of the training programs by customizing them to the local context (through the partner involvement in the development of the training program and supporting materials).

**Question #3: What is the nature and extent of informal partnership arrangements?**

4.14 According to the WBIST training reports, 309 Part II institutions were reported by WBI TMs as training activity “partners” which were engaged in a total of 445 training programs delivered in FY07 and FY08. An additional 40 institutions were reported by TMs as participating in WBI programs as informal partners.

4.15 As Figure 7 demonstrates, the majority of informal partners in Part II countries are government agencies (152 informal partners, representing 44 percent of informal partner institutions), followed by training institutions (67 partners, representing 19 percent of

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18 Unlike formal partnerships that have written and signed agreements in the form of either a Memorandum of Understanding (MOU) or an Activity Agreements (AA), informal arrangements lack a formal written and signed agreement. With an informal partnership, staff members from WBI and a partner institution work collaboratively but informally, as a temporary team on a case-by-case basis.

19 The number of total training events is based on weekly ST reports and may not reflect the entirety of WBI training events.

20 TMs were provided an emailed questionnaire inquiring about their informal partners.
informal partner institutions) and associations (49 partners, representing 14 percent of informal partners).21

Question #4: What are the risks and benefits of informal partnerships and formal partnerships?

Formal Partnerships

4.16 Formal partnerships have a written and signed agreement in the form of either an MOU or an AA, or, in some cases, both. These agreements clearly define the parameters of the partnership, spelling out the respective responsibilities, contributions and expectations each partner has to ensure the effective delivery of a program. For those partnerships under stand-alone or associated AA, issues concerning intellectual property rights, the use of the WBI logo, and copyright issues are also dealt with, as are indemnity and liability issues. From a legal standpoint, the risks appear to be minimal.

4.17 From the TM’s perspective, the risks in formal partnerships are of a more reputational nature, when the partners reach agreement and commit to a particular program of activities and, due to changes in priorities within WBI and outside of the control of the partners, those commitments are not met by WBI. This risk was cited often by TMs interviewed as part of this review and has, in some cases, damaged WBI’s credibility.

Figure 7: Composition of Informal Partners by Type of Organization (by percentage of informal partners)

4.18 One additional potential for risk for formal partnerships is “inactive” MOUs – those partnerships under MOU which have no associated AAs. Twenty-seven of the 42 MOUs in the scope of this review (64%) had no associated AAs during the life of the

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21 As for informal partnerships in Part I countries, a total of 127 informal partners from Part I countries were reported as being engaged as partners in 221 WBI training events in FY07 and FY08, based on the review of ST Reports. The majority of these institutions by type are government ministries/agencies (32 percent of informal Part I country partners), followed by international organizations, representing 28 percent of informal partners. Examples of informal partner organizations include the World Health Organization, the Department for International Development, and the Government of Japan
agreement. Those Task Managers that were able to be reached reported that, for various reasons, the partnerships never became nor were going to become active, yet the MOU agreement remained open. As these partnerships were considered inactive, the Task Managers were no longer actively monitoring the partnership or the partner organization. By signing the MOU agreement, the entity is considered a “WBI Partner.” If “inactive” partnerships are not being actively monitored by WBI TMs, there is little control over how the partner is leveraging recognition/legitimization being a WBI partner affords them, exposing WBI to risk.

4.19 According to TMs interviewed, the most important benefit of formal delivery partnerships is that they help to solidify and formalize a shared sense of commitment to a joint program of learning and knowledge development (6/14). The agreements themselves help to clarify the roles and responsibilities of the respective partners, thereby improving the ability of the TM to manage the relationship (4/14). Thirdly, delivery partnerships have a tangible value-added to WBI learning programs. From a reputational perspective, partnering with a local institution increases the credibility of the learning program. It is not just a “WBI event,” but a joint program delivered with a locally recognized and credible/respected institution. By tapping into the existing networks of local partner institutions, WBI can also expand the reach of its programs. Further, the quality and relevance of the program can also be increased when the local partner institution is involved in the customization of training materials and the program itself to be more responsive and relevant to the local context and environment (4/14).

Informal Partnerships

4.20 Informal partnerships have no formal, signed written agreement. They are collaborations in which staff members from WBI and a partner institution work informally, as a temporary team on a case-by-case basis. While TMs interviewed report never having experienced a specific risk in an informal partnership, issues of intellectual property, copyright, indemnity and liability are not specifically dealt with in any way in these relationships. Respective contributions and specific responsibilities are not formally defined, leaving WBI with little recourse if problems arise. Currently, the benefits to circumventing the transaction costs associated with formalizing partnership agreements, which are perceived by TMs as extremely high, outweigh the potential for risk in informal partnerships. TMs are choosing informal partnerships by a margin of 5 to 1.

Question #5: What is the nature and extent of technology partnerships?

4.21 While WBIKP is not involved in the management of technology partnerships, the question was posed by WBI Management for this review. There are examples of partner institutions being selected because of their technological capabilities, e.g. distance learning facilities, high speed internet access, Web site development and maintenance experience. These do not necessarily constitute technology partnerships because the sector and/or thematic area in which the program is being delivered is the defining criterion (not the partners’ technological capabilities). Only four Part II country MOU partnerships active under MOU in FY07 and/or FY08 mention the use of GDLN facilities to assist in the
delivery of planned distance learning/e-learning activities. None of the 16 partnerships under AAs mention the use of GDLN in the delivery process.

**Question #6: What is extent of “open” MOUs without sunset clauses?**

4.22 There are no open MOU’s in the partnership portfolio.
5. CONCLUSIONS AND RECOMMENDATIONS

5.1 This review has:

- Defined the scope and nature of WBI’s formal delivery partnerships that were active in FY 2007 and 2008;

- Defined the scope and nature of WBI’s informal delivery partnerships in the same time period;

- Responded to a specific set of questions raised by WBI management on the principles of partnerships, contribution of MOUs and AAs to the Institute’s learning programs, risks and benefits of formal and informal partnerships, technology partnerships and “open” partnerships.

5.2 Based on this review, the authors conclude that formal delivery partnerships established by WBI with Part II country partners have been helpful in the delivery of WBI programs. Recommendations to improve the effectiveness and efficiency of these partnerships include:

Create incentives to formalize partnerships

5.3 If the potential for risk of informal partnerships is deemed sufficiently high, steps should be taken to “formalize” informal collaborations/partnerships and create an environment in which the benefits of formal partnerships outweigh the costs associated with establishing and managing them. TMs interviewed see real value in formal partnerships. They can improve the quality, relevance and legitimacy of WBI programs, demonstrate WBI’s commitment to assisting local clients and enable the programs to be tailored to the specific needs of the local environment. If this value-added is shared by WBI management, then a renewed commitment to partnerships should be communicated, transaction costs reduced and incentives to establish formal partnerships with well-vetted entities created to encourage TMs to actively engage these partners in the design and delivery of WBI programs.

Put in place a system to better monitor the progress of partnerships and the outcomes of partnership activities

5.4 While TMs monitor their own work programs and the learning activities implemented with respective partners, there is no overall system in place which monitors or evaluates the partnerships themselves. Do partnerships build the capacity of partners? If so, how? If not, why not? Are partners meeting their financial commitments? Does the involvement of a local partner increase the reach and relevance of WBI programs? Are partnerships delivering the activities defined in the work program? If not, are they inactive
and should the agreement be closed? How do programs delivered with formal partners compare to those delivered exclusively by WBI in terms of quality, efficiency and relevance? These questions are important ones for WBI Management to be able to answer in a systematic way, not only to continue to justify the special dispensation from OPCS, but to be able to both monitor and manage for results.

5.5 Several simple questions could be added to the documentation required as part of the agreement packages to systematically collect data in these areas. For example, TMs could be asked to state the specific activities which would be implemented to develop the skills, know how and capacity of the partner institution. When AA activities are completed and the agreement is closed, a simple survey could be sent to the TM soliciting information on how the partnership contributed to the efficiency, quality, relevance and reach of the particular program and how that compares to those implemented without formal partner involvement. Brown Bag Lunches (BBLs) or learning events could be arranged to encourage the sharing of experiences and ideas on partnerships which were innovative or highly successful in contributing to program reach and effectiveness. These are some simple tools that can be put in place at little or no cost with minimal effort but could collect important information which would form the basis of a results-based management system.

Set a closing date for inactive partnerships

5.6 If a partnership under MOU is not delivering any services and there are no plans for any formal activities to take place under the agreement, the agreements should be closed. There seems to be little benefit in keeping these partnerships open, and a potential for risk if the partnerships are not being actively managed by WBI.
APPENDIXES
APPENDIX I: WBI PRINCIPLES FOR CONSIDERING PARTNERSHIP ARRANGEMENTS

WBI Partners

The World Bank Institute (WBI) cooperates with two broad categories of partners:

- *Resource Partners*, who expand WBI’s capacity in terms of financial, intellectual, and technical contributions (mainly in Part I member countries),

- *Delivery Partners*, who help deliver programs and activities and at the same time build in-country capacity (mainly in Part II member countries that are also WBI focus countries; a list of WBI focus countries can be found on our website, www.worldbank.org).

Partnerships help to fulfill WBI’s overall mandate by:

- *Building capacity of partners, especially in WBI’s focus countries*,

- *Helping cost share the delivery of WBI activities and improving local relevance, and/or*

- *Strengthening WBI’s ability to reach its target audience and to achieve its program objectives.*

What is a partnership?

A partnership is an arrangement between the WBI and another entity where:

- *Both partners share goals and objectives as related to the proposed activity, and have a strong interest in the partnership,*

- *Both partners formally commit resources (intellectual, financial, technical, logistical, and/or personnel) towards a joint activity/common objective,*

- *Both partners are jointly responsible for the output and share the risks.*

NOTE: WBI may mobilize funds for its approved programs of activities, many of which are carried out in partnership with contributing organizations. However, WBI does not otherwise mobilize funds for those organizations or their programs.

Core selection criteria for partners

Partners are selected competitively following World Bank Consultant Procurement Guidelines, according to the specific skills and expertise required as they relate to the capacity development goals being pursued. The thorough selection process includes an analysis of costs and benefits, potential risks and conflicts of interests, and best alternatives.
The following factors are considered when selecting partner institutions (depending on the nature and purpose of a particular task):

- **Shared goals and objectives as related to the proposed activity, and strong interest in the partnership,**

- **Willingness to commit resources (intellectual, financial, technical, logistical, or personnel) to the joint activity.**

**NOTE:** The partner contribution (working capital, staff time, and/or in kind) must represent at least 25% for Part I partner institutions, and 10% for Part II partner institutions, of the Bank’s maximum amount to be transferred to the Partner, or of the Bank’s maximum financial commitment if no funds are transferred.

- **Demonstrated competence in the subject of engagement: relevant faculty/skills and experience, requisite infrastructure and networks in region or country; proven track record in the area of the activity and/or strong interest in strengthening partner capacity in the areas of the activity,**

- **Registration and recognition as a separate legal entity with the ability to enter into partnerships at the institutional level,**

- **Standards for procurement, financial management, including auditing, and reporting, meeting the World Bank Group’s norms,**

- **Agreed common approach to measuring outcomes and results.**

**NOTE:** WBI does not enter into partnership arrangements with consulting firms.
APPENDIX II: FORMAL AND INFORMAL PARTNERSHIPS
WHEN TO USE MEMORANDUM OF UNDERSTANDING AND/OR
ACTIVITY AGREEMENT

I. Formal Partnership

A Formal Partnership is a written, negotiated agreement intended to accomplish specific outcomes from joint activity (ies) and/or program(s) between WBI and the partner institution.

Please note that:

• MOUs and AAs are typically entered into with Resource Partners and/or Delivery Partners.

• WBI must not enter into a Memorandum of Understanding (MOU) or Activity Agreement (AA) with consulting firms.

• All MOUs and AAs that are to be signed must be in English.

• The Bank’s Legal Department advises against three, or multiple-party partnership agreements.

• MOUs, including the draft work program must be reviewed and endorsed by the WBI Trust Fund & Partnership Panel.

A. Memorandum of Understanding

An MOU provides the general framework for ongoing collaboration for a medium to long-term period (2 to 3 years) between WBI and a partner institution.

• An MOU is recommended only when WBI has a long-term relationship with a partner and a defined draft three-year work program, and when specific arrangements and a detailed work plan for individual projects or activities are to be developed and agreed upon in subsequent AAs, signed by both Parties.

• The MOU must include an annex describing the draft three-year work program on which the parties intend to collaborate. This draft work program cannot be binding and must not contain any commitments from WBI/the Bank to take any specific action.

• The MOU does not address the specifics of cost sharing for activities that may take place under the MOU framework. The MOU should not include any financial commitments by the Bank.
• The MOU is not a legally binding document. It is merely a statement of intent for two parties to collaborate. The MOU does not constitute an agreement by either Party to provide support for any specific project or activity.

• Once an MOU has been signed with a partner, any activities under the MOU will be formalized through AAs, and not through procurement contracts.

• For new partners with whom WBI has not worked before, it is recommended to first enter into an AA on a pilot basis before entering into a long-term MOU.

• The MOU does not entitle the partner to (i) make reference to, advertise, or market the MOU as an endorsed WBI initiative or as a joint WBI-Partner Institution initiative; (ii) use the WBI logo and/or name; (iii) use the MOU for soliciting funds from other organizations.

NOTE: Agreements whereby the partner provide funding to WBI cannot be formalized through an MOU. Depending upon the situation, these arrangements are formalized through a (i) Trust Fund Administration Agreement (amounts of $200K or more); (ii) Letter of Reimbursement (amounts less than $200K); (iii) Fee-Based Services (FBS) Agreement (to charge for Bank support to non-Bank programs); or (iv) Reimbursable Technical Assistance (RTA) Agreement.

B. Activity Agreement

An AA can be a stand-alone document or it can fall within the scope and framework of an MOU. The vast majority of WBI’s partnership arrangements use AAs, as they are a critical tool for ensuring accountability, managing risks and transferring funds to the partner.

An AA is recommended for all partnerships, whether or not funds are transferred, in order to:

• Clearly spell out the roles, responsibilities and timelines for collaboration;

• Avoid misunderstanding between the parties;

• Develop the necessary degree of accountability in the partnership;

• Ensure a successful collaboration, because a handshake or a verbal understanding is rarely enough.

An AA must be used when one or more of the following apply:

• Funds (BB or TF) are being transferred from WBI to a partner institution, regardless of the amount;

• The risks – financial, reputational, and/or operational -- are high;
• WBI's commitment (Bank Budget, Trust Funds, staff time, in-kind) to the partnership is $50K or more;

• The partner intends to make reference to, advertise or market the collaboration as an endorsed WBI initiative or a joint WBI-Partner Institution initiative;

• The partner intends to use the WBI logo and/or name;

• It is legally required, for example, to address copyright issues;

• WBI makes an intellectual and/or advisory contribution;

• WBI needs to secure participant data from the partner for joint WBI-Partner events.

Overall, the AA addresses the accountability of each party, including:

• clearly defined responsibilities of each party

• clearly defined objectives for the partnership

• detailed budget clearly defining the financial commitment of each party

• list of expected deliverables and a delivery schedule

• consultation provisions

• reporting provisions

• accounting provisions

• dispute resolution provisions

• identification of contacts

• contingencies to address possible difficulties

• suspension or termination provisions

• audit provisions

• copyright provisions

• legally required provisions such as indemnification clause, limits to agreement clause

• procurement clause if funds are transferred to the partner
Note: Close contact and ongoing communications among the partners throughout the entire process is essential to ensuring the necessary accountability.

II. Informal Partnership

An informal partnership is an arrangement or other working relationship that lacks a formal written agreement. With an informal partnership, staff members from WBI and a partner institution work collaboratively, but informally, as a temporary team on a case-by-case basis. Accountability for the actual services provided remains with the individual organizations.

Some important implications of an informal partnership are:

- WBI cannot transfer funds to the partner;

- The partner cannot make reference to, advertise, or market the informal collaboration as an endorsed WBI initiative or as a joint WBI-Partner Institution initiative;

- The partner cannot use the WBI logo and/or name.

If you have any questions concerning formal or informal partnerships, please contact Ellen de Vreede at ext. 30994.

Note: These guidelines can also be found in the WBI Procedures Manual, para 2.1: Policies and Procedures\ Partnerships\ Working with External Partners Organizations.
APPENDIX III: OPCPR CLEARANCE NOTE TO RAISE THE THRESHOLD FOR ADVERTISEMENTS FOR PARTNERSHIP AGREEMENTS FROM $50,000 TO $200,000

DECEMBER 1, 2004

1. WBI would like to request OPCPR’s clearance to raise the threshold for advertisement for partnership agreements from US$50,000 (as currently required under AMS 15.00) to US$200,000 (as permitted by the Consultant Guidelines). WBI’s partnership agreements are not typical vendor/consulting contracts, and the requirement for advertisement does not always enhance the economy or efficiency of partnerships agreements. Detailed below are the reasons for our request.

2. An important element of WBI business practice is to work with partners around the world in delivering its training activities. About half of the 1000 activities delivered in FY04 by WBI was with partners. Partnerships help to fulfill WBI’s overall mandate by:

   - Building capacity of partners, especially in Part II countries;
   - Helping cost share the delivery of WBI activities and improving local relevance; and
   - Enabling WBI to reach a larger and wider audience.

3. WBI’s relationships with partners are governed by partnership agreements (Memorandum of Understanding (MOU) and Activity Agreements (AA)). These are different from the typical consultant contract in several ways. A partnership is as an arrangement between WBI and another entity (NGOs, universities, foundations, research institutions, parastatal agencies, bilateral and multilateral organizations, government agencies) where both partners formally commit resources (intellectual, financial, technical, logistical, and personnel), towards a common objective, with joint responsibility for the outputs and risks. Activities to be undertaken by partners and WBI are specified for each learning event, together with a financing plan. These arrangements typically involve WBI advancing funds to the partner for WBI’s share of the costs. In some partnerships however, no funds are transferred from WBI to the partner, but partners work jointly, each using their own funds to achieve common objectives.

4. As mentioned above, WBI enters into an MOU with partners and then into AAs for the delivery of individual learning events. The activities may be financed through trust funds or Bank budget. About 75 percent of these agreements are below US$100,000 (the majority are under US$50,000). Several AAs may be signed with the same partner over a three year period, typically covered by an MOU. Partnership agreements and disbursement processes for partnerships have been in use for many years in WBI and have been developed with the assistance of LEGAL, ACT, and GSD. These agreements are signed by the Vice-President, where WBI’s share of the costs exceeds US$50,000, and by the Manager, where it is below US$50,000. These arrangements have been functioning well,
and we are now looking at ways to streamline our processes and to enhance the fiduciary controls. We feel that this may best be achieved by bringing the partnership processes within the framework of Bank's Procurement policies provided in AMS 15.00.

5. Preparing and evaluating competitive proposals in a traditional form would not meet institutional objectives for entering into partnership. In order to conform with AMS 15.00, WBI wishes to follow the "Selection Based on Consultant Qualifications" (CQS), given that this is very similar to the current process for selecting partners. WBI TMs would then be expected to prepare a TOR, do a reasonable search for qualified candidates in consultation with the country team, client partners, sector experts; select the best qualified candidate from a list of qualified candidates; prepare a justification note for selection of candidate which is cleared with the Manager, and then negotiate the joint activity with the partner. TMs would continue to document the entire process and the justification for the selection of the partner in a memo reviewed and cleared by the WBI Partnership Unit and the respective Manager. In cases, where there is only one available partner, the TTL would prepare a single source justification, which is cleared by the Manager. Since more than 75 percent of WBI contracts are below US$100,000, CQS provides an appropriate method that helps WBI achieve its objectives. And with the recent increase in threshold for CQS to US$200,000 in the Consultant Guidelines, most WBI partnerships may be entered into using the CQS method.

6. Past experience, however, demonstrates that the requirement for advertisement for agreements where WBI funding exceeds US$50,000 does not always enhance economy or efficiency of the transaction or support WBI in achieving its partnership objectives. Partners need to be selected purposefully, based on their contribution to the partnership. Often a weak agency with potential to influence institutional change at the country level may be preferred to an efficient but profit-oriented entity to achieve WBI goals. Competition is ensured in that the partner is typically selected through discussion with the country and sector teams, and relevant government stakeholders. Given the above, we would request that WBI be exempted from the AMS 15.00 requirement to advertise for selecting partners when WBI funding exceeds US$50,000. Instead, we would like the threshold for advertisement in such cases to be raised to US$200,000 as allowed by the Consultants Guidelines (May 2004 edition). WBI has, and will continue to, ensure that adequate processes are in place to ensure transparent and competitive selection of partners, including advertisement when it will be helpful.
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<th>Date Signed</th>
<th>Exp. Date</th>
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<td>Mar-09</td>
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<td>Lao PDR</td>
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<td>Lebanon</td>
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<td>Mar-06</td>
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## APPENDIX V: FORMAL DELIVERY PARTNER LIST – PART I

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APPENDIX VI: TM INTERVIEW INSTRUMENT

Partnership Review - Phase II
Interview with WBI TMs

Interviewee:
Partnership Profile:
Interviewer:
Date:

1. You have experience with (some combination of formal partnerships/informal partnerships/vendor contracts):
   
a) What are the advantages of formal partnerships to informal contracts?
   
b) What are the advantages of formal partnerships to vendor contracts?

2. What are the disadvantages to:
   
a) formal partnerships? Why?
   
b) informal partnerships? Why?
   
c) vendor contracts? Why?

3. What are the deciding factors when choosing which kind of agreement to use, either a formal partnership agreement (MOU or AA) or a vendor contract? Is there ever a time when you would use both? When?

4. If a partnership agreement was not an available option, how would you have carried out the activities that you delivered with your partners? Do you think that the quality of your deliverables would have been different without partners? Why and how?

5. Based on the number of formal and informal partnerships since FY07 (56 formal and 400+ informal), it seems that TMs prefer informal partnerships to formal agreements? Is this correct? Why?

6. In formal delivery partnerships, the expectation of building the capacity of the partner is the reason why delivery partnerships receive a special exemption from standard procurement guidelines. In your experience, to what extent is partner capacity being developed as a result of partnerships and in what areas?

7. Have you ever encountered a situation when WBI has been exposed to a risk by a partner - be it formal or informal? If so, please explain. If not, what might the risks be in this kind of relationship?
8. Are the potential risks different under partnership agreements vs. vendor contracts? How?

9. You are the TM for a partnership agreement under MOU, but there have not been any associated AAs. Are activities being implemented under the partnership using other means or are no activities being implemented?

10. Are you aware of the partnership principles? If so, have they clarified your understanding about the partnership guidelines?

11. If there was something you could do to streamline partnerships, what would you do (e.g. decrease transaction costs, others)?