

# Rutgers WPF International Programmes Department Sanction Policy

## Introduction

This Policy is applicable to Rutgers WPF partner organizations, consultants and other third parties that are contracted by the International Programme Department of Rutgers WPF to provide services and-or goods to Rutgers WPF's international programmes. The services and goods to be provided by a partner organization are described in detail in the Letter of Agreement or Memorandum of Understanding and documents that form an integral part of these agreements (project document, result chain, work plan and budget).

This policy describes sanctions that can be imposed by Rutgers WPF in cases on under- or non-performance of partner organizations consultants and other third parties contracted by Rutgers WPF. In case the aforementioned parties are dissatisfied with the performance of Rutgers WPF under these agreements, a complaint can be filed (see ***Complaints Policy and Procedure***) with the Executive Director of Rutgers WPF.

Rutgers WPF aims to cooperate with its partners so as to achieve the best possible results through good relations. Rutgers WPF strives for flexibility with regard to deadlines, contractual obligations and changes or adaptations of project work or financial plans. Flexibility, however, within the boundaries laid down by Rutgers WPF or donor agency through plans, agreements, or requirements ensuing from quality demands or audit obligations. Rutgers WPF strictly monitors the accountability statements and reporting of partners organizations. If these do not meet the agreed upon standards, the sanctioning policy will come into effect, as set out below. The following cases are distinguished:

1. Delays in the implementation of agreed upon activities/services
2. Non-implementation of activities and services
3. Not meeting reporting requirements
4. Fraud/corruption

### 1. Delays in the implementation of agreed upon activities/services

- 1.1. Rutgers WPF may terminate the contract unilaterally if, within a period of six months from the transmission of the Letter of Agreement to the partner organization, the latter has failed to request payment of the first instalment (advance) and provide an explanation of why it has been unable to do so.
- 1.2. If there is an (anticipated) delay in project implementation of less than 3 months, the partner organization will notify Rutgers WPF with the least delay, explaining the reasons for and the consequences of the potential delay (also to be included in the bi-annual Progress Report). The partner organization will also propose measures to avoid further delays. Within 14 days of receiving the notification, Rutgers WPF will inform the partner organization whether or not it agrees with the proposed measures and the consequences described by the partner organization. Such a delay could necessitate a revision of the (current) annual work plan and thus the annual financial plan.
- 1.3. If there is an (anticipated) delay in project implementation between 3 and 12 months (the length of the standard Letter of Agreement), the partner organization will notify Rutgers WPF with the least delay, explaining the reasons for and the consequences of the (anticipated) delay. In such a case the partner organization and

Rutgers WPF will determine whether the postponed activities can be implemented within the contract period and how it will affect implementation of subsequent activities. It could imply a reduction of the approved project budget.

## **2. Non-implementation of activities and services**

- 2.1. If programmed activities are not implemented as agreed in the applicable Letter of Agreement, Rutgers WPF will adjust the approved annual project budget accordingly.
- 2.2. If programmed activities are not implemented as agreed between partner organizations and Rutgers WPF and as a consequence the achievement of the projects output(s) becomes questionable, Rutgers WPF may decide to terminate the contract unilaterally.

## **3. Not meeting reporting requirements**

Partner organizations are obligated to report (financially and narrative) per project agreement on a bi-annual basis. In the case of absent or insufficient reporting, Rutgers WPF applies a step-by-step approach.

- 3.1 If a report is not submitted timely, or is judged to be insufficient, an explanation will be requested by Rutgers WPF from the partner organisation's project staff or, as a next step, the management of the partner organization. Reporting requirements will be clearly specified in the Letter of Agreement with partner organizations.
- 3.2 If the management of the partner organization fails to respond sufficiently Rutgers WPF member will defer all payments until an adequate reaction has been received.
- 3.3 If the situation remains unchanged for 12 months (1 year), Rutgers WPF reserves the right to terminate the agreement forthwith. In such a case Rutgers WPF shall notify the partner organization in writing that the Project is being terminated and shall request a refund of all advances for activities not yet implemented.

## **4. Fraud/corruption**

Rutgers WPF has zero tolerance of fraud of any type or in any circumstances, whether carried out by persons associated with Rutgers WPF or associated with partner organizations, consultants or clients. Fraud against Rutgers WPF or Rutgers WPF supported project or programmes depletes funds intended for the accomplishment of programme delivery, undermines effective functioning and jeopardises sustainable development by diverting donor contributions. Vigorous and prompt investigations will be carried out into all reported cases (complaints) of actual or suspected fraud.

- 4.1 Payments to the partner organization or consultant will be deferred immediately.
- 4.2. Should an advance payment be underway, the Head of the Finance & Administration Department will seek to retrieve the sum in question, where possible, with the aid of the principal banker.
- 4.3. After receiving a report and recommendations from the Internal Investigative Committee, the Executive Director of Rutgers WPF will decide on whether the

relationship with the partner organization should be terminated or, after improvement measures have been taken, can still be continued.