

Site Inspection Policy



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Revision Number	Revision Date	Summary of Changes	Changes Marked?

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1. INTRODUCTION

Aid Without Borders (AWB Ltd):

- a) is committed to properly managed working relationships with Collaborative Partners to ensure that work conducted with Collaborative Partners is successful and effective; and
- b) places great importance on verifying Collaborative Partners' performance of, and compliance with, obligations under the terms of the relevant Agreements.

2. PURPOSE

This policy is designed to set out AWB's protocol, approach and expectations in terms of inspecting a Premises for the purposes of verifying Collaborative Partners' performance of, and compliance with, obligations under the terms of the relevant Agreements (Site Inspection).

3. DEFINITIONS

In this policy, unless context requires otherwise:

Activities means all activities, as conducted by the Collaborative Partner, directed towards the achievement of the Project.

Agreement means an agreement entered into between AWB and the Collaborative Partner to carry out the Project.

Collaborative Partner means an entity who is working on a Project collaboratively with AWB.

Funding means finance and monetary funds, grants, sponsorship, donations and/or resources, as supplied by any such relevant funding body, donor and/or sponsor to finance the Project.

Parameters means the relevant:

- a) income and expenditure estimated/forecasted in relation to conducting the Activities and/or undertaking Project deliverables; and
- b) milestone timeframes during which Activities and/or Project deliverables are to be completed.

Premises means any premises secured by the Collaborative Partner in order to undertake the Project and conduct the Activities.

Project means the collaborative arrangement between AWB and the Collaborative Partner to carry out the set of objectives as outlined in the Agreement.

4. POLICY

- a) AWB, in terms of the Projects it is involved with, by way of carrying out adequate monitoring and supervision through the course of Site Inspections, is committed to ensuring that Collaborative Partners will:
- i. do all things reasonably necessary to ensure undertaking the Project and conducting the Activities at all times is consistent with and furthers AWB's charitable purposes;
 - ii. apply the Funding solely towards undertaking the Project and conducting the Activities;
 - iii. at all times comply with, and adhere to, the Parameters;
 - iv. comply with any:
 - (A) applicable laws;
 - (B) rules, policies and procedures of AWB notified to the Collaborative Partner in writing from time to time;
 - (C) reasonable directions given by AWB from time to time; and
 - (D) reasonable restrictions placed on the Collaborative Partner by AWB for the term of the relevant Agreement,

that are consistent with the scope of the relevant Agreement;
 - v. to the reasonable satisfaction of AWB, undertake the Project and conduct the Activities:
 - (A) with reasonable due care, skill, attention, judgment and diligence in accordance with the applicable industry standard of care, skill, attention, judgment and diligence expected of an organisation/entity experienced in undertaking the same or similar Project and conducting the same or similar Activities;
 - (B) to standards of good behaviour and conduct as generally accepted within the home country jurisdiction of AWB; and
 - (C) in a timely, efficient, dependable and cooperative manner that promotes the integrity and best interests of AWB and AWB's business;
 - vi. to the extent consistent with the scope of the relevant Agreement:
 - (A) complete, at the Collaborative Partner's own expense, any induction or other training required by AWB;

- (B) obtain and maintain all necessary licences, professional memberships or fees, certificates, registrations, training and consents as required to enable it to undertake the Project, and conduct the Activities; and
 - (C) make regular reports (and provide relevant information) to AWB on any matter required by AWB at the intervals and from time to time as required by AWB;
- b) AWB must incorporate in all Agreements reasonably adequate and necessary provisions to effect that Collaborative Partners will adhere to:
 - (i) all obligations as required by AWB in accordance with this policy including (without limitation) those set out in paragraph 4(a) (of the policy section in this document); and
 - (ii) in accordance with this policy, all processes including (without limitation) those set out in paragraph 2 (of the procedures section in this document) to facilitate and cause that Site Inspections happen and are completed.
- c) The Board of AWB shall appropriately document all Site Inspections undertaken and completed and retain such records.

SITE INSPECTION PROCEDURES

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1. RESPONSIBILITIES

The Board of AWB holds ultimate responsibility for:

- (a) ensuring AWB's general adherence to this policy; and
- (b) for the purposes of verifying Collaborative Partners' performance of, and compliance with, their obligations under the terms of the relevant Agreement:
- (c) considering the level of monitoring and supervision that should reasonably be carried out by way of Site Inspections; and
- (d) determining the extent of Site Inspections that should reasonably be carried out.

2. PROCESSES

2.1 Inspection and Access to Premises

To the extent reasonably necessary, for AWB to inspect and verify the Collaborative Partner's performance of, and compliance with, its obligations under the relevant Agreement, including (without limitation) those obligations set out in paragraph 4(a) (of the policy section in this document), the Collaborative Partner must provide AWB with access during normal business hours to the relevant Premises.

2.2 Notice

AWB will provide at least 5 business days' written notice of its intention to conduct a Site Inspection, unless such inspection is required in relation to a suspected material breach of the relevant Agreement or an emergency in which event no notice is required.

2.3 Minimising distribution

The AWB will use its reasonable endeavours to ensure that the conduct of any Site Inspection does not unreasonably disrupt the Collaborative Partner's performance of its obligations under the relevant Agreement.

2.4 Cooperation, access and assistance

The Collaborative Partner, in relation to each Site Inspection, must:

- (a) provide AWB and its representatives with reasonable cooperation, access and assistance; and
- (b) allow AWB and any of its representatives to meet with the Collaborative Partner's personnel and ensure that the Collaborative Partner's personnel provide all explanations reasonably necessary to perform the inspection effectively.

2.5 Costs

Each party to the relevant Agreement will bear its own cost and expenses incurred in compliance with their obligations in relation to each Site Inspection, unless the inspection identifies a material breach of the relevant Agreement by the Collaborative Partner, in which case the Collaborative Partner must reimburse AWB for all its reasonable costs incurred in the course of the inspection.

2.6 Remediation

If a Site Inspection identifies that the Collaborative Partner has failed or is failing to perform and or comply with its obligations under the relevant Agreement, the Collaborative Partner must take the necessary steps to comply with its obligations at no additional cost to AWB.

2.7 Using own staff, volunteers, local representatives and individual agent

- (a) In carrying out a Site Inspection, AWB may elect to carry out the work themselves using:
 - (i) their own staff and volunteers; or
 - (ii) the assistance of local representatives or individual agents (particularly where the Collaborative Partner is an overseas entity and AWB does not have a local

presence), whereby such representatives/agents may be duly permitted to control and direct various resources of AWB to carry out the Site Inspection.

- (b) The Board of AWB will determine the feasibility associated with using internal staff to conduct Site Inspections by weighing up costs and benefits associated with:
 - (i) management and budgetary implications associated with supervising and supporting additional staff;
 - (ii) complexity of the visit to be conducted and the requisite expertise and checks required by staff/agents;
 - (iii) safety considerations;
 - (iv) time constraints of carrying out the visit; and
 - (v) the presence of safeguard procedures in the case of emergency.
- (c) The Board will ensure that AWB maintains a site visit register for AWB's own record-keeping.

3. TEMPLATE FOR SITE VISIT REGISTER

[Date of visit]	Project Name (Location)	Names of visitors	Purpose of the visit	Role or relationship of visitors to the Charity	Copy of itineraries stored	Reports to the Charity provided by visitors