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**PARTNERSHIPS: NEGOTIATING RELATIONSHIPS
A Resource for Non-Governmental Development
Organisations**

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ACRONYMS

AALAE	African Association for Literacy and Adult Education
BRAC	Bangladesh Rural Advancement Committee
DESCO	Centro de Estudios Y Promotion Del Desarrollo
NGDO	Non-Governmental Development Organisation
NGO	Non-Governmental Organisation
R&O	Rights and obligations

1. WHAT IS THE PROBLEM?

To be effective, institutions within the international aid system require a variety of working relationships. Ideally, each relationship will be tailored to the goals and circumstances of the parties concerned in equitable and mutually beneficial ways. However, in many cases this does not occur. Too often, imbalances in capabilities and power between development actors lead to relationships that are not the result of even-handed negotiation and mutuality. In too many instances, the relational principle actually experienced is one of development as prescription and imposition: a structural illness. This unwelcome situation generates friction and diversion of effort that reduce effectiveness, increase transaction costs and discredits the basic principle of development as co-operation (Edwards 1999). It also undermines trust within and the credibility of the aid system.

A general premise of this paper, therefore, is that international aid would be more effective, equitable, just and credible if a relational power shift occurs. Relationships need to be more in the favour of those frequently least able to negotiate from a position of adequate capacity and relative strength. Within this broad perspective, the institutions of primary concern are non-governmental development organisations (NGDOs) of the countries receiving international aid, loosely known as the South.¹

Increasingly, but still too little, Southern NGDO voices are being raised about the inequity typically built into 'partnership' (for example, Abugre 1999; AALAE 1992, Kuratov and Solyanik 1995; Malhotra 1997; Muchunguzi and Milne 1995; Perera 1995; Salano 1995). This paper does not intend to speak on their behalf. Rather, it draws on these critiques and other Southern NGDO experiences I have observed and conversations I have been part of to move from analysis to a search for solutions.

The proposal therefore adopts a perspective of Southern NGDOs. It is offered as a set of ideas and criteria that can be used when talking to Northern NGOs and donors about the types of relationships that are desirable and possible. However, it can also be used by Northern NGDOs and donors to think through how they negotiate and on what terms.

This objective is to contribute to greater balance and equity in NGDO relations by proposing two ways forward. First, is to name different types of relationships for what they are. A possible set of relational categories are proposed and explained. Second, is to base relational dialogue on negotiating principles of mutual rights and obligations. Both steps will make relationships more transparent and healthy.

The perspective of southern NGOs is chosen intentionally. Why? Because to date, dialogue about and initiatives towards partnership have often been framed in terms of what Northern agencies are looking for. With occasional exceptions, the South has had less opportunity to enter a discussion with their own views and criteria *already clearly set out* as a starting point for negotiation. This discussion paper offers a possible path for renewed dialogue on a more level playing field. It is meant to be of both strategic and practical use to leaders, managers and staff of NGDOs, South and North. That is those in the front line of negotiation as well as those setting the policy frameworks and boundaries in which this occurs.

A necessary starting point in this endeavour, in Section 2, is to unpack the well-worn concept of 'partnership' as a deep pathology. Section 3 sets out a different way of looking at relationships by posing five basic types. Using these distinctions, Section 4 describes a practical process of negotiation that could act as an empowering approach in balancing, strengthening and reorienting South-North NGDO relations. Section 5 offers a brief summary conclusion, stressing that it is not a failure not to be an authentic partner (Fowler 1998). All

¹ The same basic problem, and the solutions proposed, also applies to official aid agencies.

parties gain self-awareness, strength and trust by being more transparent about the sort of relationship they can honestly live up to.

2. PARTNERSHIP AS PATHOLOGY

Since the 1970s, partnership has been a guiding idea for the quality of relationships that many NGDOs are looking for. In its original expression, 'partnership' was understood as a code word to reflect humanitarian, moral, political, ideological or spiritual **solidarity** between NGDOs in the North and South that joined together to pursue a common cause of social change.

Over the past twenty years, the quest for 'partnership' has been adopted by many types of development institution, and beyond, into relationships with the private sector (Dass 1999). Today's rule of thumb in international development is that everybody wants to be a partner with everyone on everything, everywhere. Inevitably, and to its detriment, multiple and diverse users mean that the original idea and premise of partnership has been stretched in many directions and interpreted in many ways.²

Consequently, because of misuse and overuse, 'partnership in development' has become virtually meaningless and discredited. Too often the term is employed in ways which hide the unhealthy nature of many aid-related relationships; i.e., relationships that are unbalanced, dependency creating and based on skewed compromise. Frequently, such relationships disempower NGDOs (and others, such as communities) on the receiving end of the aid system. Relational disempowerment has many faces. It can be seen when:

- aid conditions and procedures undermine an NGDO's own governance and local accountability, or work against applying best practice and achieving comparative advantages;
- donors do not accept *mutual responsibility* for performance, loading everything onto the NGDO;³

² The emphasis on partnership across the aid system rests on a questionable premise and neglects donor countries' own history. The false premise in universal partnership stems from the paradigm informing today's official development goals, priorities and methods. The idea is to establish in the South and East a 'social contract' model of development prevailing in most Northern countries. In this model state, market and third-sector actors perform in consort and are aligned to overcome the social and environmental dysfunctions created by the limits to competition in a capitalist market economy (Lisbon Group 1995). This approach rests on the assumption that the long, differentiated evolutionary processes and struggles between social forces the North has undergone to reach social contract arrangements can be circumvented by judicious application of foreign funds within a uniform framework. Historical analysis of development offers no confirmation that this assumption holds true. In fact, the opposite appears to be the case. Namely, that development models, policies and approaches need to be tailored.

... to a country's moment in history. Situational relativism must be accepted by academic development economists as well as by policy makers, both within developing countries and in the international development policy community. (Adleman and Morris 1997:840)

Partnership as pursued by donors may apply in some contexts but not in (many?) others. In short, one size does not fit all.

³ Evaluations are the usual method for assessing the performance of development institutions. Too seldom, however, is donor behaviour - their conditions, procedures, inconsistencies allied to frequent staff turnover, micro-management by their personnel, etc., - included in evaluations of NGDOs. Put another way, aid is seldom evaluated as an institutional system but as discrete, unrelated projects and programmes.

- NGDO attention to financiers is at the cost of attention to and the influence of local constituencies;
- NGDO local knowledge and situational specificity is discounted by external, comparative knowledge and imported models;
- external development policies become fashions to be followed and only questioned at the risk of being financially excluded: in other words, when NGDO self-censorship becomes an organisational way of life (Edwards 1993);
- insecurity permeates an NGDO's organisational behaviour because of the vagaries of funding;
- when patron - client behaviour becomes the norm; and
- when local NGDOs are 'captured' by foreign agencies, eroding or compromising their autonomy, local credibility and identity by becoming extensions of those - 'the foreign masters' - that they serve (Maina 1998).

Some stronger and well-regarded Southern NGDOs, such as the Bangladesh Rural Advancement Committee (BRAC), or DESCO in Peru, have moved to a position where they are sought after. This leads to a more balanced dialogue and resulting relationships. However, the aspects of relational disempowerment noted above are still very, very common, especially amongst smaller and younger Southern NGDOs. In addition, while Southern relational dissatisfaction is voiced from time to time in public - but more often and forcibly in private - the debate seldom leads to fundamental change.

Overall, the gap between the rhetoric and reality of mutual respect, equitable sharing and balanced power - which partnership with and between NGDOs implies - remains large and systemic. Such a perpetual gap signals a structural pathology or institutionalised illness.⁴

Not surprisingly, the problematic translation of partnership into practice has caused much relational difficulty, disappointment and mistrust. Even the most sincere attempts to make partnership work remain an ongoing struggle for many NGDO relationships. And, inevitably, southern NGOs are increasingly frustrated by the relational pathology of Northern counterparts and the growing number of official aid agencies that preach participation but practice patronage (Eade 1997).

This INTRAC occasional paper does not diagnose why, for NGDOs, partnership is so difficult to realise in practice. This has been done elsewhere (Fowler 1991, 1998). Instead, the intention is to demystify organisational transactions so that greater attention and value can be given to other types of relationship that NGDOs require. It is a move from diagnosis to possible remedy. Put another way, the goal is to provide a 'preventive medicine' as a resource for NGDOs when negotiating equitable working relationships. Hopefully, this will reduce the burden and frustration of a questionable and unnecessary quest to be 'partners' with everyone, everywhere for everything.

3. WHAT IS ON PROPOSED? - A FRAMEWORK FOR RELATIONAL NEGOTIATION

The following pages describe a negotiating framework for exploring, defining and reaching agreement on the type and content of interactions needed with and between NGDOs. The framework is based on: a) a typology of organisational transactions based on their 'breadth'; b) the principle of mutual participation that defines relational 'depth'; and c) a principle of balance between the rights and obligations of the parties involved.

⁴ The probable attraction of retaining the word while not fulfilling its promise is that it mystifies what is really going on, to the benefit of those with greater relative power, especially over language.

However, any framework cannot pretend to be more than what it is: a purposeful way of structuring and linking knowledge and ideas. In practice, any general framework must be adapted and filled in by an NGDO (and others) in terms of its own values, principles, position, purpose and needs. How this might be done is explored in a 'Users' Guide' (Section 4).

The proposal takes a generic institutional view. Put another way, it does not ally to any particular type of development intervention or theme, such as water supply, healthcare, credit, education, gender or environment. Instead, it reflects a current concern to create strong civic institutions in the South. Hence, the focus is on the organisational dimensions of relationships. From this perspective, the answer to the question 'relationships for what?' would be 'for capable, autonomous, effective and viable NGDOs involved in international development in the South and the North'.

3.1 Not Every Relationship is a Partnership

Should partnership be used to describe any and every type of working relationship between two or more organisations? Experience suggests that this is not desirable for moral, conceptual and practical reasons. Morally, using partnership for every type of development relationship is dishonest - such a uniform quality of relationship is just not to be found in the real world of organisations. Conceptually, lumping all sorts of relationships together under one label is illogical and not useful when designing or negotiating interactions. Inevitably, for practical reasons, all organisations distinguish between types of relationships. For example, NGDOs talk of 'main partners' or 'institutional partners' or 'implementing partners' or 'support partners'. Practically, optimising the right mix of relationships in the real world is a cornerstone of effectiveness. Cosmetic or 'politically correct' idealisation of relations inevitably runs the risk of subsequent disappointment, frustration and cynicism.

Therefore, the argument being put forward is *that the term partnership should only be employed for a particular **quality** of relationship*, described below. Other necessary working relations should be given other names according to how the interaction is structured and functions in relation to the principles detailed in Section 3.2.

Elements of authentic partnership

Listed below are the main features ascribed to partnership. They have been extracted from definitions used by both Southern and Northern organisations.

- Partnership is about working together to accomplish agreed results and *accepting joint responsibility* for achieving them.
- Partnership carries with it a long-term involvement.
- Partnership requires defined mutual roles and responsibilities - as covenants not contracts.
- Partnership is about trust, respect, integrity, accountability and equality.
- Partnership requires an acceptance of the principle that a local organisation has the right to set the final agenda for its own work.
- Partnership must not lead to a situation where the link between an organisation's constituency and leadership is weakened.
- When negotiating relations or contributions from outside the 'partnership', the spirit and letter of existing partnerships must be taken into account and respected.
- Within a partnership, neither party can unilaterally accept other relational conditions that materially influence the partnership. (A common example is Northern NGDOs negotiating funding conditions with their 'back donors' that then appear as new or

- revised conditions towards existing partners without prior consultation or assent).⁵
- Partnership must not alter the basic priorities related to the identity, vision and values of any of the organisations.
- An underlying assumption of partnership co-operation is that the organisations concerned will become more competent in reaching their goals beyond this specific relationship.

Do these statements reflect the characteristics of all relationships that NGDOs have? Obviously not. NGDOs work with others in diverse ways. Each mode of interacting has characteristics that serve different needs and purposes. The question is, can we identify sufficiently distinctive ways of relating that may help in building a negotiating framework? Put another way, are there distinctive types of organisational relationships that Southern NGDOs are part of? A set of relational principles helps to answer this question.

3.2 Relational Principles

The ideas and proposal that follow are based on three principles. These are:

1. Not every relationship in development is a 'partnership', nor should it be. To work well, the development system needs all sorts of relationships; partnership is only one of them.
2. A 'partnership' is the most far-reaching in terms of the depth and breadth of rights and obligations that can be agreed.
3. A healthy relationship of any type is characterised by an agreed level of mutuality and balance in terms of the rights and obligations of the parties concerned.

These principles provide a foundation for constructing a negotiating framework that could lead to greater balance and relational empowerment.

3.3 Types of NGO Relationship – a Question of Breadth

Five common types of Southern NGDO relationship can be distinguished. They are differentiated by the 'breadth' of organisational engagement negotiated, where wider relationships incorporate narrower ones. The first four involve or imply financial transaction; the remaining one does not. Various types or categories of relationship are labelled and described below, each decreasing in organisational depth.

Partner: Corresponds to the characteristics described in Section 3.1 above. Typically, a true partnership exhibits full, mutual support for the identity and all aspects of the work and the well-being of each organisation. It is holistic and comprehensive, with no limits - in principle - as to what the relationship would embrace. Though not common, this type of interaction can be found in 'natural' partnerships, exemplified by religious denominations, professional associations, etc. (Fowler 1991).

Institutional supporter: This type of relationship is primarily concerned with overall development effectiveness and organisational viability. It can include policies, strategies, operations, management, organisational sustainability, sectoral relations and so on. In other words, transactions benefit both what the organisations do and what they are. This modality is common among Southern and Northern NGDOs that have interacted over a long period. For example, they collaborate in ventures that improve the domestic standing and impact of

⁵ 'Back donor' is a term referring to the source of a Northern NGDO's finance, typically but not solely a government ministry, department or specialist agency.

both, such as Southern NGDO staff visiting donor constituencies. However, organisational aspects that are not directly concerned with development role, tasks and performance - such as governance and leadership selection - are seldom considered appropriate relational terrain and are not included.

Programme supporter: This type of relationship concentrates on a particular area of development work. This focus is often understood in terms of sectors, such as health or education, or water supply, credit, small-scale enterprise; or a theme such as conflict prevention, food security, gender, human rights. Support could be financial inputs, technical expertise, facilitating access to specialist networks and so on. A programme may correspond to (one of) an organisation's strategic goals or themes, such as environment or gender.

Project funder: As the name implies, the relationship is narrow and focused. It revolves around negotiation on discrete projects. It can include the fine detail of design, implementation, monitoring, evaluation and so on. This type of relationship can result from an NGDO gaining funds for an initiative that it identifies. Alternatively it can arise from winning bids for development initiatives which others want to have implemented. This is typically the case when NGDOs engage in government projects financed by loans from development banks.

Development ally: In this relationship two (or more) organisations agree on a development agenda or objective they wish to pursue together, typically for an agreed period of time. They can do this, for example, by exchanging information, sharing expertise or employing their respective positions and contacts in co-ordinated ways. However, while modest financial transfers may occur, they are not the basis of the relationship. A development ally is typically found in NGDO (and wider) networks, coalitions, alliances (for international advocacy) and platforms.

How 'wide' a relationship is says nothing about its depth. In other words, with what degree of 'right' can each party get involved in the organisational life of the other?

3.4 Power in Relationships – a Question of Depth

The degree of power associated with NGDO relationships can be thought of along the lines of 'mutuality in participation'. Participation can be analysed in terms of breadth and depth. As described above, breadth has to do with the 'width' of organisational features that each party can engage with - from everything, through shared agendas, to discrete projects. 'Depth' signifies the degree of power exercised for a chosen breadth. Following participation principles, relational depth can be conceived as a scale of influence that can be negotiated. Four 'depths' of engagement are:

Information exchange > Consultation > Shared influence > Joint control

Information exchange is at the shallow end of a relationship, joint control at the deep end. For example, NGDOs widely share their annual reports or inform members or networks about their activities. This does not necessarily imply an obligation to wait for, or be tied to, a response. On the other hand, being a member of a steering or management committee with other NGDOs, and/or donors, and/or government is a format for joint control and formal responsibility or obligation. Agreeing on relative influence within a relationship is one way of addressing, if not redressing, power differences.

3.5 The Content of Relationships – a Question of Rights and Obligations

In practice, NGDO relationships are a mix and match of different breadths and depths that depend on history and the concrete item being debated. The issue is how are these put on the table, discussed and agreed. Moreover, most importantly, how is mutuality and balance assured? One possible method is to be clear and specific, topic by topic, by negotiating the rights and obligations each party has.

NGDO relationships frequently 'fail' or are less effective because there is a hidden or open mismatch between what each party considers their rights when compared with obligations the other organisation feels towards them. For example, as an institutional supporter, a Northern NGDO may believe that it has the right to select and appoint its own evaluators or technical consultants. The Southern NGDO may not see it is an obligation to accept such appointments. Alternatively, a project funder may 'take' the right to be consulted about, or even have to agree on, strategic choices that the Southern NGDO is planning to make. The Southern NGDO may not regard strategy consultations as its obligation to an organisation that only provides project support. And vice versa.

Conversely, with an institutional supporter, a Southern NGDO may claim a right to influence a Northern NGDO's negotiation with its back donor(s). After all, the South commonly ends up having to deal with the demands back donors impose. This right may be reciprocated by the Northern NGDO accepting such an obligation at the level of consultation, but not at the level of shared influence. Relationships can flounder when there is a lack of clarity about such nitty-gritty things.

A rights and obligations approach to negotiation is potentially useful because it makes essential relational issues transparent. First, it illuminates differences in assumptions, needs and sensitivities so that they can be discussed instead of avoided. Second, the approach makes clear the degree of mutuality, give and take and (in)balance achieved. In other words, agreeing on a difference between the number or relative 'weight' of rights held by each organisation makes it readily apparent if one is offering up more than the other, i.e., if structural power differences remain. Third, for the sake of maintaining a less than optimal relationship, NGDOs may agree to accept a lack of reciprocity between one side's claimed rights and the other's acceptance of a 'mirror' obligation. At least such 'living mismatches' are consciously accepted and their effects can be monitored. This openness might prevent disagreements becoming running sores that negatively influence successful aspects of the relationship.

Finally, in any relational negotiation, especially between South and North, different sides have different items to offer that are not directly comparable but are vital for combined effectiveness. The relative 'weight' of these items has to be agreed. A common example is Northern NGDOs achieving their goals by working with and through Southern NGDOs. What Northern NGDOs have to offer, amongst others, is development finance. What a Southern NGDO has to offer is its local knowledge and development performance *as part of the legitimacy of the Northern NGDO*. Unfortunately, in today's aid set up, Northern money has more organisational impact on the South than Southern performance has on Northern legitimacy.⁶ How are these two complementary elements to be given their proper relational weight? A rights and obligations approach offers no universal answer, but it does help to pose the right question in a relational dialogue.

⁶ This being said, the increasing concern about performance is starting to tie the credibility of Northern NGDOs to the achievements of their Southern counterparts. In this sense, the balance is shifting in the South's favour, if they perform well that is.

3.6 A Rights and Obligations Negotiating Framework

By way of illustration, tables in Appendices I, II, III and IV, bring together the three dimensions detailed above: breadth, depth and rights and obligations. The illustrations chosen assume that the rights of one party are reciprocated or mirrored by the obligations of the other. In other words, there is a balance and consistency in whatever type of relationship is chosen.

Each cell contains examples of what rights and obligations might be for the five types of relationship at four levels of participation. In addition, the bottom row includes agreement on the duration or continuity in the relationship.

As will be seen, the move from top right to bottom left reduces both the breadth and depth and the level of rights and obligations to which both parties agree. Constructing such a matrix for your organisation is a necessary starting point for operationalising the framework.

It is important that the categories and contents of these tables are not slavishly followed. They serve simply as a tool to help an NGDO clarify: a) what items are important to it and b) be better aware of where it stands in relation to its expectations of itself and of others in different types of relationship.

3.7 The Importance of History and Movement

Commentators on previous drafts have pointed out that in the real world of NGDO relations, progression in depth and breadth takes time. They stress that the path towards 'partnership' is built on the evolution of trust resulting from past experience. Projects are typically a way of getting to know the other party's behaviour and observing the consistency between their deeds and their words. Success in this type of relationship breeds confidence to go further together. In other words, history counts in any type of relational development. It is an experiential yardstick used to assess real commitment and the risk of going broader and deeper (see below).

In addition, preliminary experience in Nepal shows that a rights and obligations (R&O) exercise needs to be a recurring event. It can be used to evaluate or re-validate existing relationships and help in the evolution of new ones. In other words, it can facilitate relational movement and progression. Moreover, it can help bring to light relational implications of changes in the environment. One example is a change in back donor conditions. Such changes typically transmit themselves down the aid chain as new upward obligations of Northern NGDOs that, to a Southern NGDO, appear as new rights being claimed by the Northern counterpart. Setting this out in terms of alterations to existing rights and obligations contributes to a better understanding of the constraints each party faces. In sum, quick R&O checks can aid awareness and insight about the dynamics and effects of the environment.

4. USING THIS GUIDE IN NEGOTIATION

Making use of this type of framework means getting two things right: internal preconditions and the actual negotiating process.

4.1 *Establishing Necessary Preconditions*

Three types of precondition stand out in embarking on a relational negotiation: organisational, practical and policy.

The most important *organisational precondition* to any type of relationship is honest commitment; not simply of the individuals involved in negotiation, important as they are, but of the organisation itself. If organisational commitment is not in place, negotiation becomes a discrediting sham. This precondition is doubly important in situations of high staff turnover, typical of Northern agencies. It is vitally important that an incoming staff member experiences a culture that respects relational history, but not in a static way. Sustainability in an unstable world requires openness to renegotiation in order to adapt (Fowler 2000). However, this need must be set against the striving for achieving adaptation which is, in so far as new conditions allow it, mutual not unilateral.

In addition to the organisational stance, *practical preconditions* for applying the framework are:

1. Determining the categories of relationship that are right for your organisation.
2. For each category, decide on what rights and obligations your organisation will adopt at each level for each category. In other words, assemble a basic negotiating position.
3. Determine a 'bottom line', that is: decide what is not negotiable and what is, up to what degree.
4. Be sure that you can deliver on the obligations you have given yourself. In other words, ascertain that you have the capability to live up to the obligations that you think will be mirrored by the other parties' rights. If you do not have the capacity to deliver on your obligations, future relational stress and tensions are guaranteed.

A further implicit *policy precondition* is that an organisation openly accepts that partnership is only one type of relationship needed. In other words, it drops the 'political correctness' approach to relationships in development and is prepared to negotiate in the real world using real terms and categories that it has thought about, named and is prepared to debate.

4.2 *Preparing for Negotiation*

The following steps will prepare and better 'capacitate' an organisation to enter a relational dialogue.

1. *Identifying Relational Categories:* A useful starting point for identifying relational categories is to analyse the mix of relationships you already have. Ask what are the important characteristics that make these relationships different? What is the basis of transaction in each? How deep and broad do they go in your organisation? Do any of them reflect the type of relationship you really want? If not, what is missing - framed in terms of rights and obligations.

2. *Assemble a negotiating position:* Once existing and desired categories are clear, move step-by-step through the rights and obligations you feel are appropriate to each one for

different 'depths'. Try and be balanced in what you demand and what you are prepared to give. (The Appendices can assist.) In other words, make sure you enter a negotiation confident that you are being fair and are able to argue this in practical terms.

3. *Determine your 'bottom line'*: Stand back and look at each negotiating item. Make a note of those items that are not negotiable and those on which give and take are possible. For example, which items would compromise your credibility or position in society if you negotiate them away? Which of your requirements express your core values and identity? Where would short-term compromise bring long-term disadvantage?

4. *Assess capacity to live up to the obligations you give to yourself*: For each type of relationship, assess what your self-chosen obligations entail. For example, do you really apply community participation in practice? Can you tailor reports to donor requirements? Can you identify, select and manage competent support services, such as consultants? Are you able to make strategic choices work in practice? Are staff sufficiently competent for their tasks, etc.? Where you find capacity gaps, you may want to revisit the obligations you have accepted for yourself, or take steps to make good on weaknesses. This, itself, could be part of negotiation.

4.3 A Negotiating Process

1. With these preconditions in place, you should have a reasonably specific foundation on which to build relationships. How could you take this into a negotiation?
2. *Basic information*. No two negotiations are the same. For a start, there are different levels of understanding about the organisation you are negotiating with. For example, many NGOs do not know about development banks, what they expect and how they behave. So one useful step is to do your homework by finding out about the policies and decision-making process of the organisation with whom you are dealing. This also means that you should have information to share about your organisation. In other words, both (or all) parties should enter a negotiation with adequate information about each other.
3. *Find out the level of authority of the persons you are talking to*. Do they actually have a mandate to negotiate, or are they limited to explaining about their organisation but little more? This step avoids false expectations. If you need to consult with others before a decision can be taken, make such an internal process clear. In addition, make sure that you understand how the results of the negotiation will be taken up in the other organisation.
4. *Do a simple compatibility check*. In other words, ask questions which enable you to find out about the organisation's values, constituency, major policies, the pattern of relationships it has with other development organisations, source of funds, etc.⁷ First, assess whether or not you are likely to be on close enough wavelengths to communicate in the future. If the gap looks wide, it may be better to put this on the table to see if you are right or not. It saves wasting a lot of time.
5. *Go on to explain the relationships you have already and what you are looking for*. If you can provide a simple summary of your preferences in terms of rights and obligations this will help. Indicate what is not negotiable and what is not and why. It is not sensible to slavishly follow a rights and obligations matrix if you have made one. Instead, it is better to use this as a memory-jogging checklist.

⁷ A detailed list is in Fowler 1998:148.

6. *Get down to the practical aspects.* What would a relationship involve in practical terms? What commitments can you make then and there? What needs to be deferred? Agree on next steps, if any.

This approach should be of use to all parties in negotiating a relationship.

4.4 Matching Negotiation to Culture

The sequence and content described above is very Western in its style and assumptions. This imposition must be guarded against. All cultures have conventions about how relationships are negotiated - directly, through intermediaries, with delegated authority, by consensus, over many interactions with consultation in between, by trial and error, etc.

Southern participants in R&O role-plays point out that culture may dictate that, in negotiation, open disagreement is avoided. It is not that disagreement does not occur, whatever the culture. Typically, respect for argument, negotiation and (intermediary) skilled negotiators is commonplace. However, time, place and methods differ. For Northerners, one way to deal with this is to allow time for consultation outside of the formal setting. In other words, not to jet in and jet out, allocating a couple of hours for each organisation. Treat negotiation as a process not a one-off event.

It makes sense for any organisation to understand the negotiating culture and conventions of the other party and adjust the process and expectations accordingly, preferably by mutual agreement. This is a first and positive sign of sensitivity to the perspectives and 'rights' of others.

4.5 When the Going Gets Tough: Dealing with Disagreement or Conflict

Development organisations naturally aspire to conflict-free relationships. Unfortunately, this does not always happen in practice. Obviously, prevention is better than cure. Therefore, one way of dealing with the possibility of conflict is, *as a matter of organisational policy*, to agree on an arbitration or mediation procedure. Relief agencies are about to test the feasibility of an ombudsman to provide this function (British Red Cross 1998). Without this function available, inevitably, when disagreement arises, Northern NGDOs end up in the unwanted position of judge, jury and executioner.

A strong case can be made for development NGDOs to initiate some form of mediation or arbitration resource to which they can turn.⁸ Without it, the benefits of greater transparency, fairness and more balanced relationships will be much more difficult to realise.

4.6 Building towards Trust

The rights and obligations approach clarifies relationships that can be documented in terms of covenants, agreements and so on. However, a formal R&O approach has its limits. For, in the last analysis, successful and effective relationships work because of mutual trust that is not abused. Inevitably, as noted above, achieving trust takes time, where actions speak louder than words. So, most organisations sensibly adopt an incremental or step by-step approach towards gaining deeper and broader relationships. This is probably the most practical and realistic way of reaching anywhere close to authentic partnership in development.

⁸ An attempt, in 1998, by Kamal Malhotra (of FOCUS in Thailand) and myself to propose such a function for development NGDOs got nowhere. It seems that there is a substantial amount of resistance to the concept of an independent review of North-South NGDO relationships that are in difficulty. We still believe that there is much merit in such an idea.

5. IN CONCLUSION

Throughout a negotiation, do not be lulled into a false sense of equality by frequent use of the word 'partnership', it too often misleads. Instead, recognise that the term is so ingrained that it has slipped into the subconscious of very many people in the aid system. It springs to mind without thinking. Changing the language of development relationships is necessary but it will take time and conscious effort.⁹

If you are negotiating from a position of relative weakness be aware and confident that - once you are clear what it means in your own terms - it is absolutely no failure not to negotiate a 'partnership'. In fact, organisations gain strength from the self-awareness that this type of exercise generates. From improved understanding, it is easier to recognise and argue that other types of relationship are just as valuable and just as necessary. This point must be stressed again and again.

Finally, giving different types of relationships a proper name of their own will help make more transparent how the aid system actually works. It is a necessary antidote to the 'partnership illness' - a relational mystification that disempowers.

⁹ Some NGDOs have already switched to terms such as 'counterpart' or 'ally'.

APPENDIX I

A SOUTHERN RIGHTS AND NORTHERN OBLIGATIONS PERSPECTIVE FOR NEGOTIATING RELATIONSHIPS

Illustrative Rights of Southern NGOs and Obligations of Northern NGOs

Rights/ Obligations	TYPE OF RELATIONSHIP				
	PARTNER	INSTITUTIONAL SUPPORTER	PROGRAMME SUPPORTER	PROJECT FUNDER	DEVELOPMENT ALLY
Information	<i>S-Rights:</i> Access to relevant documentation, including (any) 'back-donor' agreements. <i>N-Obligations:</i> Transparency in internal documentation, including finance sources and conditions.	<i>S-Rights:</i> Information about development policies and strategies. <i>N-Obligations:</i> Timely sharing of thinking and proposals on development policy and strategy.	<i>S-Rights:</i> Access to programme documents. <i>N-Obligations:</i> Provision of programme guides and best practices.	<i>S-Rights:</i> All project documentation and 'back' agreements on conditions. <i>N-Obligations:</i> Timely generation and sharing of project documents.	<i>S-Rights:</i> To all information relevant to the initiative. <i>N-Obligations:</i> To keep regular information flow.
Consultation	<i>S-Rights:</i> Access to negotiations with third parties that may influence the relationship. <i>N-Obligations:</i> Involve partners in negotiations affecting the partnership, e.g., funding conditions.	<i>S-Rights:</i> Input to policy and strategy. <i>N-Obligations:</i> Create processes that seek opinions, preferences and apply local knowledge and learning. Competent staff and consistency in their approach.	<i>S-Rights:</i> Discussion on programme goals and standards. <i>N-Obligations:</i> Process for inclusion in discussions.	<i>S-Rights:</i> Consultation throughout project cycle <i>N-Obligations:</i> System for consultation at all project stages. Knowledgeable staff.	<i>S-Rights:</i> Consultation before changes are made to agreed arrangements. <i>N-Obligations:</i> Not to modify anything material to the agenda unless mutually agreed.
Shared Influence	<i>S-Rights:</i> To co-define the acceptability of conditions affecting the partnership and performance standards. <i>N-Obligations:</i> To apply partner's criteria.	<i>S-Rights:</i> To co-determine implementation of policy and strategy. <i>N-Obligations:</i> To modify implementation of policy and strategy.	<i>S-Rights:</i> Co-determine goals and methods. <i>N-Obligations:</i> Accept local programme choices.	<i>S-Rights:</i> Nomination and co-selection of technical support and evaluators. <i>N-Obligations:</i> NGO has final choice over external inputs.	<i>S-Rights:</i> Influence on allocation of tasks, strategies and methods. <i>N-Obligations:</i> To accept equitable divisions of labour.
Joint Control	<i>S-Rights:</i> To co-manage agreements affecting the relationship. <i>N-Obligations:</i> To operate a co-management system.	<i>S-Rights:</i> To sanction policy and strategy choices. <i>N-Obligations:</i> To respect sanctions. Accept co-responsibility for performance.	<i>S-Rights:</i> Final control over programmes. <i>N-Obligations:</i> Accept local control over programmes.	<i>S-Rights:</i> Co-define terms of project management. <i>N-Obligations:</i> Respect local project management.	<i>S-Rights:</i> Participate in management system. <i>N-Obligations:</i> Operate a co-management system.

Duration/ Continuity	<i>S-Rights:</i> To continued support. <i>N-Obligations:</i> Continuity in resource availability with commitment to ongoing support in principle.	<i>S-Rights:</i> Support for the duration of the strategy. <i>N-Obligations:</i> Mobilisation of adequate assistance.	<i>S-Rights:</i> Support for the duration of the programme. <i>N-Obligations:</i> Show adequate finance is available.	<i>S-Rights:</i> Support for the duration of the project. <i>N-Obligations:</i> Timely payments.	<i>S-Rights:</i> Commitment for the duration of the initiative. <i>N-Obligations:</i> Maintain required internal capacity.
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APPENDIX II

A NORTHERN RIGHTS AND SOUTHERN OBLIGATIONS PERSPECTIVE FOR NEGOTIATING RELATIONSHIPS

Illustrative Rights of Northern NGOs and Obligations of Southern NGOs

Rights/ Obligations	TYPE OF RELATIONSHIP				
	PARTNER	INSTITUTIONAL SUPPORTER	PROGRAMME SUPPORTER	PROJECT FUNDER	DEVELOPMENT ALLY
Information	<i>N-Rights:</i> Access to documentation relevant to the relationship <i>S-Obligations:</i> Full transparency.	<i>N-Rights:</i> Information about development policies, strategies and intentions. <i>S-Obligations:</i> Existence and timely sharing of information.	<i>N-Rights:</i> Access to all programme documents. <i>S-Obligations:</i> Timely provision of information.	<i>N-Rights:</i> To all project documentation <i>S-Obligations:</i> Timely generation and sharing of project documents.	<i>N-Rights:</i> To all information relevant to the initiative. <i>S-Obligations:</i> Adequate and regular information flow.
Consultation	<i>N-Rights:</i> Discussion on items affecting overall functioning and effectiveness. <i>S-Obligations:</i> Involve partner in organisational discussions.	<i>N-Rights:</i> Debate over policy and strategy. <i>S-Obligations:</i> Include in internal discussions on policy and strategy.	<i>N-Rights:</i> Consultation on programme goals and standards. <i>S-Obligations:</i> Have sound programme goals and performance standards.	<i>N-Rights:</i> Over performance and achievements. <i>S-Obligations:</i> To apply best practices, particularly in local participation.	<i>N-Rights:</i> Consulted before change to agreed arrangements. <i>S-Obligations:</i> Not to modify anything material unless mutually agreed.
Shared Influence	<i>N-Rights:</i> Involve partners in areas of organisational decision-making. <i>S-Obligations:</i> Process to include partners in organisational choices.	<i>N-Rights:</i> Co-definition of institutional performance standards. <i>S-Obligations:</i> Application of inputs to organisational standards.	<i>N-Rights:</i> Co-definition of programmes. <i>S-Obligations:</i> Inclusion of funder in programme design.	<i>N-Rights:</i> Periodic review of progress. <i>S-Obligations:</i> System for periodic involvement of funder.	<i>N-Rights:</i> Influence on agenda, methods, strategies and divisions of labour. <i>S-Obligations:</i> To follow agenda and carry out agreed tasks.
Joint Control	<i>N-Rights:</i> Inclusion in bodies that determine organisational behaviour. <i>S-Obligations:</i> Forum for co-management.	<i>N-Rights:</i> Seat at the table for important institutional choices. <i>S-Obligations:</i> Structure to involve others in institutional decision-making.	<i>N-Rights:</i> Inclusion on programme implementation. <i>S-Obligations:</i> Allocation of a role in programme implementation.	<i>N-Rights:</i> To participate in project implementation. <i>S-Obligations:</i> To facilitate co-management.	<i>N-Rights:</i> To co-manage the agenda. <i>S-Obligations:</i> To accept co-responsibility for managing the agenda.

Duration/ Continuity	<i>N-Rights:</i> Ongoing demonstration of organisational integrity. <i>S-Obligations:</i> System to show organisational integrity and local credibility.	<i>N-Rights:</i> Demonstration of development effectiveness. <i>S-Obligations:</i> System to show development performance.	<i>N-Rights:</i> Demonstration of achieving programme goals. <i>S-Obligations:</i> Adequate achievement of programme goals	<i>N-Rights:</i> Adequate project performance. <i>S-Obligations:</i> Effective project implementation.	<i>N-Rights:</i> Continuity of agreed inputs from others. <i>S-Obligations:</i> Provide (human) capacity for as long as required.
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APPENDIX III

A SOUTHERN RIGHTS AND OBLIGATIONS PERSPECTIVE FOR NEGOTIATING RELATIONSHIPS

Illustrative Rights and Obligations of Southern NGOs

Rights/ Obligations	TYPE OF RELATIONSHIP				
	PARTNER	INSTITUTIONAL SUPPORTER	PROGRAMME SUPPORTER	PROJECT FUNDER	DEVELOPMENT ALLY
Information	<i>S-Rights:</i> Access to relevant documentation, including (any) 'back-donor' agreements. <i>S-Obligations:</i> Full transparency.	<i>S-Rights:</i> Information about development policies and strategies. <i>S-Obligations:</i> Existence and timely sharing of information.	<i>S-Rights:</i> Access to programme documents. <i>S-Obligations:</i> Timely provision of programme generated information.	<i>S-Rights:</i> All project documentation and 'back' agreements on conditions. <i>S-Obligations:</i> Timely generation and sharing of project documents.	<i>S-Rights:</i> To all information relevant to the initiative. <i>S-Obligations:</i> Adequate and regular information flow.
Consultation	<i>S-Rights:</i> Access to negotiations with third parties that may influence the relationship. <i>S-Obligations:</i> Involve partner in organisational discussions.	<i>S-Rights:</i> Input to policy and strategy. <i>S-Obligations:</i> Include in internal discussions on policy and strategy.	<i>S-Rights:</i> Discussion on programme goals and standards. <i>S-Obligations:</i> Have sound programme goals and performance standards.	<i>S-Rights:</i> Consultation throughout project cycle <i>S-Obligations:</i> To apply best practices, particularly in local participation.	<i>S-Rights:</i> Consultation before changes are made to agreed arrangements. <i>S-Obligations:</i> Not to modify anything material unless mutually agreed.
Shared Influence	<i>S-Rights:</i> To co-define the acceptability of conditions affecting the partnership and performance standards. <i>S-Obligations:</i> Process to include partners in organisational choices.	<i>S-Rights:</i> To co-determine implementation of policy and strategy. <i>S-Obligations:</i> Application of inputs to organisational standards.	<i>S-Rights:</i> Co-determine goals and methods. <i>S-Obligations:</i> Inclusion of funder in programme design.	<i>S-Rights:</i> Nomination and co-selection of technical support and evaluators. <i>S-Obligations:</i> System for periodic involvement of funder.	<i>S-Rights:</i> Influence on allocation of tasks, strategies and methods. <i>S-Obligations:</i> To follow agenda and carry out agreed tasks.
Joint Control	<i>S-Rights:</i> To co-manage agreements affecting the relationship. <i>S-Obligations:</i> System to show organisational effectiveness.	<i>S-Rights:</i> To sanction policy and strategy choices. <i>S-Obligations:</i> Structure to involve others in institutional decision-making.	<i>S-Rights:</i> Final control over programmes. <i>S-Obligations:</i> Adequate achievement of programme goals.	<i>S-Rights:</i> Co-define terms of project management. <i>S-Obligations:</i> Effective project implementation.	<i>S-Rights:</i> Participate in management system. <i>S-Obligations:</i> To accept co-responsibility for managing the agenda.

Duration/ Continuity	<p><i>S-Rights:</i> To continued support.</p> <p><i>S-Obligations:</i> System to show organisational integrity and local credibility.</p>	<p><i>S-Rights:</i> Support for the duration of the strategy.</p> <p><i>S-Obligations:</i> System to show development performance.</p>	<p><i>S-Rights:</i> Support for the duration of the programme.</p> <p><i>S-Obligations:</i> Adequate achievement of programme goals</p>	<p><i>S-Rights:</i> Support for the duration of the project.</p> <p><i>S-Obligations:</i> Effective project implementation.</p>	<p><i>S-Rights:</i> Commitment of others for duration of the initiative.</p> <p><i>S-Obligations:</i> Provide (human) capacity for as long as required.</p>
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APPENDIX IV

A NORTHERN RIGHTS AND OBLIGATIONS PERSPECTIVE FOR NEGOTIATING RELATIONSHIPS

Illustrative Rights and Obligations of Northern NGOs

Rights/ Obligations	TYPE OF RELATIONSHIP				
	PARTNER	INSTITUTIONAL SUPPORTER	PROGRAMME SUPPORTER	PROJECT FUNDER	DEVELOPMENT ALLY
Information	<i>N-Rights:</i> Access to documentation relevant to the relationship. <i>N-Obligations:</i> Transparency in internal documentation, including finance sources and conditions.	<i>N-Rights:</i> Information about development policies, strategies and intentions. <i>N-Obligations:</i> Timely sharing of thinking and proposals on development policy and strategy.	<i>N-Rights:</i> Access to all programme documents. <i>N-Obligations:</i> Provision of programme guides and best practices.	<i>N-Rights:</i> To all project documentation. <i>N-Obligations:</i> Timely generation and sharing of project documents.	<i>N-Rights:</i> To all information relevant to the initiative. <i>N-Obligations:</i> To keep regular information flow.
Consultation	<i>N-Rights:</i> Discussion on items affecting overall functioning and effectiveness. <i>N-Obligations:</i> Involve partners in negotiations affecting the partnership, e.g., funding conditions.	<i>N-Rights:</i> Debate over policy and strategy. <i>N-Obligations:</i> Create processes that seek opinions, preferences and apply local knowledge and learning. Competent staff and consistency in their approach.	<i>N-Rights:</i> Consultation on programme goals and standards. <i>N-Obligations:</i> Process for inclusion in discussions.	<i>N-Rights:</i> Over performance and achievements. <i>N-Obligations:</i> System for consultation at all project stages. Knowledgeable staff.	<i>N-Rights:</i> Consulted before change to agreed arrangements. <i>N-Obligations:</i> Not to modify anything material to the agenda unless mutually agreed.
Shared Influence	<i>N-Rights:</i> Involve partners in areas of organisational decision-making. <i>N-Obligations:</i> To apply partner's criteria.	<i>N-Rights:</i> Co-definition of institutional performance standards. <i>N-Obligations:</i> To modify implementation of policy and strategy.	<i>N-Rights:</i> Co-definition of programmes. <i>N-Obligations:</i> Accept local programme choices.	<i>N-Rights:</i> Periodic review of progress. <i>N-Obligations:</i> NGO has final choice over external inputs.	<i>N-Rights:</i> Influence on agenda, methods, strategies and divisions of labour. <i>N-Obligations:</i> To accept equitable divisions of labour.

Joint Control	<i>N-Rights:</i> Inclusion in bodies that determine organisational behaviour. <i>N-Obligations:</i> To operate a co-management system.	<i>N-Rights:</i> Seat at the table for important institutional choices. <i>N-Obligations:</i> To respect sanctions. Accept co-responsibility for performance.	<i>N-Rights:</i> Inclusion on programme implementation. <i>N-Obligations:</i> Accept local control over programmes.	<i>N-Rights:</i> To participate in project implementation. <i>N-Obligations:</i> Respect local project management.	<i>N-Rights:</i> To co-manage the agenda. <i>N-Obligations:</i> Operate a co-management system.
Duration/ Continuity	<i>N-Rights:</i> Ongoing demonstration of organisational integrity and effectiveness. <i>N-Obligations:</i> Commitment to ongoing support in principle.	<i>N-Rights:</i> Demonstration of development effectiveness. <i>N-Obligations:</i> Mobilisation of adequate assistance.	<i>N-Rights:</i> Demonstration of achieving programme goals. <i>N-Obligations:</i> Show adequate finance is available.	<i>N-Rights:</i> Adequate project performance. <i>N-Obligations:</i> Timely payments.	<i>N-Rights:</i> Continuity of agreed inputs from others. <i>N-Obligations:</i> Maintain required internal capacity.

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PARTNERSHIPS: NEGOTIATING RELATIONSHIPS
A Resource for Non-Governmental Development Organisations

Alan Fowler

Relationships within and beyond institutions in the aid system are dominated by the notion of 'partnership' between everyone, for everything, everywhere. Unfortunately, the reality is that the balance and mutuality that partnership implies are very seldom to be found. Indeed, the gap between partnership rhetoric and practice is so large, enduring and systemic that it can be correctly diagnosed as an aid pathology. The reasons for this perpetual illness are already well analysed. This paper therefore seeks to move from diagnosis to a possible remedy. The perspective adopted is that of southern NGDOs that are the typically the most dis-empowered party in today's non-authentic partnerships. The approach concentrates on the organisational dimensions of NGOs' external relations. Two key suggestions for improvement are made. First, is to unpack relationships into five (illustrative) types. They are differentiated by the depth and breadth of organisational engagement that both parties can agree on. Second, and from this new starting point, an approach of identifying reciprocal rights and obligations is put forward as a practical basis for a negotiation process. Pre-conditions for success are described and a step-by-step guide is provided. What is proposed cannot guarantee 'partnership' as an outcome. Nor is this the intention. However, what it can deliver is greater transparency, fairness, trust and effectiveness in the relationships that NGDOs embark on.

About the Author

Alan Fowler is a development consultant, analyst and writer currently resident in Ethiopia. He has over 20 years of involvement with NGOs in international development. His professional experience includes positions as an NGDO manager, a researcher, a programme officer in the Ford Foundation and as a Visiting Fellow at the World Bank, Washington, D.C., and the Society for Participatory Research in Asia, New Delhi. His academic education includes a DPhil gained at the Institute of Development Studies, University of Sussex. In addition to numerous publications about development and NGDOs, his popular book on NGDO effectiveness, *Striking a Balance*, will soon be complemented by a new volume *The Virtuous Spiral: A Guide to Sustainability for NGOs in International Development*. In 1991, he co-founded INTRAC. From 1992 to 1995, he served on the board of the Development Studies Association of UK and Ireland and was convenor of the NGO study group. Last year, he was elected as a director of the International Society for Third sector Research.

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