FAM

Food Aid Management

PL 480 Title II Consortia: A Review

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Author's Note

In conducting this review, I frequently encountered different understandings and uses of the term "consortia", both as it relates to PL 480 Title II programs, as well as in other international assistance programs. Some use it interchangeably with "partnerships"; others call contractual "prime/sub" agreements consortia; still others equate consortia and "joint ventures".

Clearly, the term requires "official" definition and common understanding, but that type of understanding or definition is not in place at this time. Therefore, for the purposes of this review, I am using the term "consortia" to mean any Title II proposal or agreement other than that involving a single Cooperating Sponsor program. The intent is simply to differentiate between single agency proposals and programs and those involving multiple agency participants.

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I. Executive Summary

The use of consortia in the PL 480 Title II program has increased considerably in the past several years; an increase that parallels many other changes in food aid and foreign assistance as PL 480 reaches its 50th year of existence. While the rationale for Consortia use is better program coordination – and most participants in Title II agree that coordination of program activities is desirable - many of those same participants have widely differing views on whether that coordination can only be achieved in formal consortium agreements.

For USAID, with an obvious and serious lack of field expertise in Title II programming and management, the "consortia approach", in which the programs of the Private Voluntary Agencies (PVO's) who manage Title II activities are consolidated into a formal consortia with only one "lead" organization responsible to USAID officials, is very attractive. Many PVO representatives, however, question whether administrative convenience for USAID or a perceived reduction in USAID's workload, is sufficient justification for what are often wrenching changes in relationships, program development requirements and timing, and ultimately, program effectiveness.

With the complexities and time requirements for Title II program development and administration at an all-time high, USAID staff in the Office of Food For Peace (FFP) are involved in an effort to "streamline" the program – in response to a Congressional directive to do so. FFP is also finalizing a new Strategic Plan for Title II. The combination of these two efforts presents an excellent opportunity to address consortia issues and questions that have emerged. For example, when is a consortium needed? Under what circumstances? Is it proper for USAID officials to "force" a consortium? What guidance and definitions are required?

For the PVO community, increased involvement in consortia has heightened sensitivity to "PVO to PVO" relationships. Improved communications and openness with each other while consortia are being formed, and then, during implementation, are essential. Formal statements guiding working relationships accompany some consortia agreements and broader agreement on such relationships will characterize PVO approaches to future consortia programs.

Examination and resolution of consortia issues will require a committed dialogue between USAID and the PVO's. It is very possible for that dialogue to be innovative and productive. But ultimately, the question must be asked: Who benefits from Title II Consortia and why? The answer to that question is the key to a successful resolution of consortia issues.

II. Introduction

As this review is written, participants in U.S. food aid programs are observing the 50th anniversary of Public Law 480 – the Food For Peace Program. Remarkable for its longevity as well as its consistency in providing resources, the program has endured changes in emphasis; variations in commodity supply, major and often controversial legislative change, and differing approaches to its management.

This 50th year of PL 480 is no exception and United States Government food aid programs are again changing. The past few years have seen a reduction in world-wide food reserves, coupled with increased consumption requirements, a general tightening of commodity supplies and increased prices for both commodities and freight – all signaling a reduction in food aid levels. In the World Trade Organization, concerns have been raised about levels of U.S. food aid exports and their alleged distortion of world markets. The U.S. government, in return, has expressed serious and continuing concerns about European agriculture subsidies and one issue that has surfaced is the potential for an agreement on agricultural subsidies that could involve a diminishing of U.S. food aid exports.

At the same time, changes are occurring in U.S. foreign assistance programs, with the provision of initial country funding for the new Millennium Challenge Account (MCA), as well as in USAID, the U.S. government agency which administers Title II of PL 480. The MCA and USAID's plans to redefine its role and strategies will have significant effects on all assistance mechanisms, including Title II.

Of considerable importance is the fact that there has also been a critical evolution in programs using Title II resources, particularly during the past decade. While today's Title II programs continue to address the general objective of achieving food security, greater focus and attention is being devoted to addressing the underlying causes of food insecurity. In addition, traditional distinctions between "emergency" and "development" programs have blurred, with transitional programming and "development relief" activities now underway. The linkages between nutrition and effective HIV/AIDs treatment have also added new priorities to Title II.

Within USAID's Office of Food For Peace (FFP), a concerted effort is also underway to achieve "streamlined" changes, as recommended in the 2003 FFP Streamlining Report with its accompanying Action Plan. In addition, the Office is finalizing a new Title II strategic plan which reflects the changes and evolutions that have occurred in the Title II program. The Plan's extensive scope, if approved, will have enormous significance for Private Voluntary Organizations (PVOs) who participate in Title II. While Title II PVO's have been involved in the development of the plan, it mirrors levels of complexity and results expectations in PVO Title II program planning and implementation that are already extremely difficult for PVO's and USAID to manage.

For USAID, its attempts to administer this complex Title II process has led to internal Agency concerns about excessive "management units" and the need to consolidate programs, in order to ease the management burden of FFP and USAID field missions. As these changes have developed, they have been accompanied by an increasing USAID interest in having Title II programs implemented through consortia and a number of consortia programs have been developed in recent years.

In USAID's view, consortia programming is one way to simplify its Title II management responsibilities and for USAID, consortia have a number of perceived benefits, including:

- Reduced management units (field/Washington)
- Consolidated proposals
- Single financing mechanisms
- One "lead" organization with overall responsibility
- Larger area coverage in a single grant agreement
- More efficient programming
- Simpler review processes
- Common standards and criteria

Despite these perceived benefits to USAID, significant PVO concerns have emerged when the reality of planning and putting consortia into practice actually takes place, including:

- Defacto limitations on access to Title II resources by USAID missions and FFP/W who convey a "consortium or else" message
- Unwanted forcing of consortia among PVOs in circumstances where the advantages do not appear to outweigh the disadvantages
- Imposition of monitoring and evaluation requirements that often only fit USAID indicators
- Longer review and approval time, especially on budget matters
- Little evidence of increased program effectiveness, except in monetization of commodities
- Reduction to a very small group (3-4) the number of Title II Cooperating Sponsors with "full service" food aid management capacity – those who have institutionalized a complete range of programmatic and logistic capabilities, and who will always be the "prime" – with everyone else the "sub"
- Extension of the USAID "contractor" mentality towards PVOs, rather than a "partnership" view

Thus, an examination of the use of consortia arrangements in PL 480 Title II planning and program implementation is timely and important. This review, sponsored by the PVO members of Food Aid Management, also occurs at a time when many PVO's are, themselves, reviewing their USAID relationships and considering the importance of new alliances and partnerships. Examining Title II consortia, particularly in the context of PVO to PVO relationships, may provide guidance on future alliances, particularly at a time of diminishing resources, changed assistance mechanisms, revised strategies and trade issues.

III. Approach and Background

III.A. Scope of Work

The Scope of Work for this review called for:

1. Identifying positive and negative practices, experiences and impacts that have occurred as a result of PVOs working in consortia for the purpose of implementing Title II programs.

2. Identifying the values and principles that should govern relationships and establishment of arrangements among PVO Title II consortia members, and the best means to institute them.

3. Developing recommendations for the PVO community that will improve the efficiency and effectiveness of consortia by supporting positive arrangements and behaviors while preventing or mitigating situations that could lead to negative outcomes.

As appropriate, recommendations may deal with program effectiveness, the relevance of alliances and partnerships, capacity, issues, donor models, and cost effectiveness.

In order to address these matters, a combination of personal interviews, document research and legal and regulatory analysis was used. In addition, a consortia listing has been developed. That listing is at Annex One. A listing of source documents and contacts is at Annex Two and Annex Three.

III.B. Current Official USAID Guidance on Title II Consortia

While Title II regulations and guidelines are very extensive, there are only limited references to consortia, despite strong USAID "encouragement" to PVOs to form and use consortia. Existing references include:

1. <u>USAID Regulation 11 (22CFR211)</u>

   No references to consortia

2. <u>P.L. 480 Title II FY 2005 Development Program Policies and Guidelines</u>

   <u>Section II DAP Submission Models</u>

"Where multiple Cooperating Sponsors are working in-country, USAID encourages coordinated program management and implementation to promote efficiencies and to avoid overlap and duplication of effort."

"Models the Cooperating Sponsors may use:"

"(3) A consolidated DAP for a single or multi-country program, with one lead CS and other CS as sub grantees. This allows for diversity in programming, but facilitates complementarities among different CS programs. FFP would expect a single Annual Estimate of Requirements, budget, annual results report, annual resource requests and evaluation with this approach."

"(4) A regional DAP which includes one or more CS(s) with the intent of achieving impact in a specific sector in countries in the same region."

Section V (d) Monetization

"Where more than one CS in a country proposes monetization, FFP expects that the monetization sales will be carried out jointly. However, cooperating sponsors may provide justification for monetizing separately, to be reviewed on a case by case basis."

Annex A-Section D

"If collaboration with other CSs is anticipated, describe how resources are to be pooled and describe the relationships and responsibilities among the group."

Annex A-Section F.1

"Joint monitoring and evaluation plans are encouraged where more than one CS is engaged in similar activities, and is required where a consolidated proposal is being submitted."

Annex A-Section I.i.d.

"Include a monetization plan as outlined in the relevant sections of the Title II Monetization Field Manual…… describe the proposed mechanics of the monetization……whether [the] sale will be conducted with other CSs……"

While there is a considerable amount of general email, telephone exchanges and correspondence between USAID and PVOs regarding consortia issues, the limited amount of "official" or written guidance on when a consortia is appropriate creates an "ad hoc" approach to consortia programming, often at the expense of timelines and consistency. Verbal or other informal "encouragement" by USAID officials to form consortia also contributes to a de facto limiting of access to Title II resources by discouraging individual PVO program proposals – an action that may be of questionable legality.

III.C. USAID Funding and Coordinating Mechanisms (Non Food)

In non-food procurement, USAID has several different methods for funding multiple contractors and grantees, including *indefinite quality contracts, leader with associates, umbrella programs, and prime with sub.* USAID also issues "Annual Program Statements" and encourages in-country coordination among multiple individual awardees.

1. Funding Mechanisms

a) Indefinite Quantity Contract (IQC)

Concept
A single recipient, pre-identified as eligible to receive a defined amount in contracts for multiple work assignments in multiple locations.

Definition
This mechanism enables USAID to identify a qualified contractor in advance of actual work assignments, define their capacity and available services, and then establish a ceiling amount of funding up to which missions may apply their funding to access those defined services.

Related Excerpt
"An Indefinite Quantity Contract (IQC) is a USAID contracting vehicle that enables USAID Missions around the world to access the services of technically and financially prequalified US consulting firms. The IQC mechanism was designed to help Missions fast-track procurements in order to respond quickly to evolving realities in the host country. USAID Mission may access services… at any time by using any one of a number of IQCs."

b) Leader With Associates (LWA)

Concept
A single recipient receiving multiple associated awards

Definition
An LWA Award is made after a competition process, to an organization that serves as the prime awardee. USAID Missions and Bureaus can develop additional stand-alone agreements or grants (Associate Awards) with the prime awardees without repeating the competition process, so long as the Associate agreements or grants are within the scope of the LWA agreement.

Related Excerpt
"The 'Leader-with-Associates' name reflects the fact that there is a single lead cooperative agreement, under which multiple associated awards can be made. The terms Leader Award and Associate Award refer to the relationship of the awards, and not to the issue of who receives the awards."

"The Leader-with-Associates (LWA) Cooperative Agreement is a relatively new mechanism for USAID. The LWA agreement is similar to a traditional cooperative agreement, except that it is designed to allow additional flexibility to facilitate participation by USAID Missions."

"Associate Awards are made to the recipient of the Leader Award: sub-grantees and subcontractors are not eligible to receive stand-alone Associate Awards directly through this mechanism, but their involvement can be engaged in sub-grants and subcontracts through the primary grantee."

c) Umbrella Project

Concept
One lead recipient is appointed to fund/oversee many local recipients

Definition
"Through this grant mechanism USAID is able to provide financial resources to a number of agencies through one funding obligation. The PVO grant recipient acts as an intermediary between USAID and a community of eligible PVOs and NGOs. It provides a combination of training, technical and financial grant assistance."

Related Excerpt
"USAID is also more effectively funding NGOs through an increasingly-used program grant commonly known as an "umbrella project." Through this grant mechanism USAID is able to provide financial resources to a number of agencies through one funding obligation. The PVO grant recipient acts as an intermediary between USAID and a community of eligible PVOs and NGOs. It provides a combination of training, technical and financial grant assistance. This "umbrella" decreases USAID's overall management burden during a time of budget constraints. The principal beneficiaries of the umbrella project are NGOs who are able to receive funding without being registered with USAID."

d) Prime with Sub

Concept

Rather than USAID awarding and signing individual agreements in a common area of activity, an agreement is signed with one "Prime" entity, which is then responsible for all activities, including those of subrecipients ("Subs"), who receive funding through the "Prime" organizations.

Definition

The " Prime/Sub" relationship refers to an award in which USAID recognizes one organization as the "Primary" awardee in an agreement in which activities are carried out by multiple organizations. The "Prime" is seen by USAID as having full responsibility for all activities and sub-allocation of funds.

Related Excerpt

"Bundling a focused set of complementary interventions in one project proposal allows PVOs to share resources and expertise, and to reach greater scale, while maintaining the uniqueness of the individual organizations. One PVO agrees to act as the prime partner and to manage the secretariat. There is a great advantage to USAID in decreasing the total number of funding mechanisms for … activities in country. With a bundled proposal, the *country* competes for child survival grants, rather than PVOs within a country competing with each other. There is greater efficiency overall, as organizations share technical assistance and materials development. With a common M&E system, the impact of PVO initiatives can be more clearly demonstrated. Several PVOs/NGOs working as a unified bloc are better situated to leverage other resources and new partners with similar interests".

2. Coordinating Mechanisms

a) Annual Program Statement

Annual Program Statements (APS) are published by USAID in order to satisfy a legal requirement for public notice as well as to provide a mechanism for advertising competitive assistance programs over an extended period of time. By issuing an APS the Agency generates competition for implementing activities that are complementary to its strategic objectives. While Annual Program Statements are not funding mechanisms - an APS may result in a cooperative agreement, a contract or a grant – they solicit and support creative approaches by the non-governmental community that can accomplish various objectives. Such approaches may be multi-country or global in nature. An APS may be issued by the Global or a Regional bureau, and by USAID Missions.

Responding proposals may be from individual organizations or combinations of organizations

b) Coordination Among Individual Programs

USAID has always encouraged and supported voluntary coordination among individual USAID – funded programs in a country or region. PVO's participating in Title II and other USAID activities, as well as many other organizations receiving USAID funding, have extensive experience in coordination around agreed upon strategic priorities and common interests. This type of voluntary coordination may involve agreement on allocation of resources, areas of programming, reporting, and information exchange.

Some of the above procurement instruments or coordinating mechanisms may have potential as models for Title II programming (The "Prime with Sub" is already in use for Title II programming). The challenge is to use the concept of an award mechanism for multiple organizations in a manner that does not contravene PL480 authorities, and at the same time, provides the simpler, more independent approach desired by all program participants.

In this regard, both Umbrella Agreements and the Leader With Associates model may have applicability to Title II. A "hybrid" of these models in which a Title II Cooperating Sponsor, or a consortia of Title II participants, receives advance approval for programs in regions or sectors, might be considered. In such arrangements, the management capacity and abilities of the consortia would be identified and approved in advance, together with basic intervention strategies – e.g. components of a food security approach in a given region. An overall funding level would be determined in advance and when funds are available, a TA or similar document would be issued to begin activities through the awardee, or associates, or both. This type of mechanism, or variations of it, might be tested in Title II.

IV. Consortia Experience

IV.A. Consortia Growth

The concept of using a "consortia approach" in Title II is largely an outgrowth of PVOs working together on joint monetization activities. At an early stage in the use of monetization, it was obvious that PVO's monetizing commodities in the same country or region would be better served using common sales practices, pricing mechanisms, timing, etc. For the most part, these "consortia of convenience", often initiated by the PVO's themselves, have served their purpose.

In recent years, however, especially with the advent of large scale emergency response programs, USAID has favored and encouraged PVO programming consortia, in addition to monetization arrangements. Annex One presents a listing of consortia that include:

- Joint Title II programs involving a single Transfer Authorization (TA)
- Monetization consortia
- Programs that involve joint M&E systems
- Programs that involve more than one joint component (e.g. a program that involves a monetization consortium and a joint M&E system)
- Joint Title II programs on a regional level involving a single TA

However, this listing does not include the many instances in which PVO's (among themselves and with the United Nations World Food Program) simply work together in the field, coordinating activities, keeping each other informed, and avoiding overlap. Throughout the history of the Title II program, but particularly in the past 10-15 years, responsible PVO food aid programming has been characterized by a willingness to assure in-country coordination of a wide range of programs. These informal and voluntary arrangements are more the rule than the exception, and contribute considerably to program success.

IV.B. Consortia Approaches

Over the past 10 years, a number of Title II consortia programs have been developed and implemented for varying reasons, several with unique or new characteristics. While formal assessments of the effectiveness of these consortia are limited, a brief examination of some of these program, provides useful insights about their objectives and approaches. (See also "Lessons Learned" in Section VB).

<u>Niger – Disaster Mitigation And Food Security</u>

The original IDM-1 (Improved Disaster Mitigation) consortium, an 18 month activity, was organized in 1997 by Africare, CARE, CRS and Helen Keller International to use reprogrammed funds after the closing of the USAID mission in Niger. The consortium was managed by a steering committee composed of country representatives of the

Implementing Organizations (IO's). The IOs were independently responsible for their program activities and submitted individual quarterly reports to HKI, who compiled them into one report. IDM-1 (and the non funded IDM-2) led to the preparation of a Title II DAP (the first for a consortia) for Food Security Initiatives in Niger, with the same partners.

The resulting consortium allowed the four PVO's and USAID to have a Title II presence in a non-USAID country, and enabled all four PVO's to receive funding. A Program Coordination Unit (PCU) consisting of a program manager, financial coordinator and an M&E coordinator was used to manage the consortia on behalf of all partners. An Memorandum of Understanding (MOU) outlines roles within the consortium, and each member has a specific responsibility (e.g. Africare is in charge of monetization.) CARE and CRS also signed RAAs (Recipient Agency Agreements) with Africare for distribution of Title II commodities and use of monetized funds. Helen Keller International signed a sub-contract with Africare and CRS for support in their target zones. The DAP proposal was submitted in May 1999 and approved August 2000, sixteen months later.

As consortium activities have progressed it appears that "linked" programs are effective (i.e. child survival along with nutrition); overall influence with local authorities is good; staff have benefited from joint activities (e.g. shared training); the PCU provides a common monitoring system and is effective for transparent distribution of funds. Reporting methodology appears adequate, with information flow from individual members to the PCU, to the steering committee, partners and donor.

Administrative savings, however, are non-existent as each member still hires staff for its technical activities and each member must support the PCU. Also, it has become apparent that collaborating requires additional communication, time and money. Reports note that differences in values and staff makes meetings and communications more difficult and meeting deadlines is more time consuming. Members also report that it is difficult to devote adequate effort to the idea of the consortia and not just the individual member.

Observations and experience in this consortia have verified the importance of an effective MOU early in the process (before DAP submission) in order to reduce confusion and increase cohesiveness. Early agreement on which activities should be coordinated, which should be left to each implementing agency, what systems need to be "harmonized" and identifying who is responsible when one organization fails to follow universally adopted norms, is essential, and the Niger consortium has had to deal with several of these issues.

C-SAFE (Consortium For Southern Africa Food Security Emergency

CARE, World Vision and CRS began discussions with USAID about a consortia approach for the Southern Africa emergency in June of 2002. Five months later, in November, 2002, the three PVO's received a pre-award letter and on January 15, 2003, seven months after initial discussions, a Transfer Authorization providing $114 million

and 160,000 MT of commodity was issued to CARE, World Vision and CRS for activities in Zambia, Zimbabwe and Malawi. The Consortium is a response to the food security crisis in southern Africa. It is led regionally by CARE, Catholic Relief Services (CRS) and World Vision, with an additional six NGO members in Malawi – Africare, Save the Children US, Save the Children, American Red Cross, Emmanuel International, and The Salvation Army. World Vision is the "prime" organization in C-SAFE and is fully responsible to USAID for the performance of sub-grantees.

The focus of program was to address the immediate food insecurity needs of vulnerable populations due to the Southern Africa emergency and at the same time, develop a program in the context of longer term development objectives, including health and nutrition, with attention to HIV/AIDS as an underlying cost-cutting theme. The C-SAFE pipeline complimented the WFP pipeline, which is focused on general relief, except in Zimbabwe, where in coordination with WFP, the C-SAFE members use C-SAFE commodities for general distribution in nine districts to fill gaps in the national food aid distribution plan. C-SAFE has a funding commitment from USAID's Office of Food For Peace (FFP) for the first three years of what is intended to be a five year program.

An evaluation of experience to date is underway.

Ethiopia – Joint Emergency Operational Plan (JEOP)

The JEOP consortia, which has received nearly one million tons of emergency food, consists of CRS, CARE, Food For The Hungry, Save The Children, Africare and the Relief Society of Tigray. The rationale for JEOP was based upon USAID's desire to minimize the management burden of the emergency program, believing it would be more efficient, if not more cost-effective, to have one Cooperating Sponsor (CS) be responsible to USAID for all of the emergency commodities and cash.

CRS has funds under the JEOP to cover the costs of managing the food and of compiling the reports. Individual agreements signed with each CS provide for a "passing through" of responsibility and liability along with resources. CRS is responsible for submitting overall reports - but compiles information from other members.

The JEOP is considered by most participants to be successful and a major contributing factor appears to be the terms and conditions of the Memoranda of Understanding among the members. The MoU relieves the Administrator (CRS) of responsibility for management of resources that are transferred to the other consortium members. The MoU clearly states that once the funds and commodities are transferred to the other JEOP partners, they are responsible for those resources. This was a key understanding among the members and was understood by USAID who had "forced" the relationship. CRS as Administrator, did not make the decisions as to who the JEOP partners were. That decision was made by USAID.

Monetization in Bolivia

The monetization consortia in Bolivia has been in operation for several years. Consortia members Food For The Hungry, CARE, ADRA and Save the Children coordinate monetization sales through a central sales mechanism, avoiding overlap and internal market disruption.

Angola – CDRA

The CDRA consortium (Consortium for Developmental Relief and Assistance) targets over 630,000 food insecure beneficiaries in Angola focusing on returnees, de-mobilized soldiers and their families, as well as vulnerable women and children. The goal of CDRA is to provide assistance to food insecure resettlement areas with the overall objective of increasing food security of targeted families.

CARE is the lead agency for the overall program. The other four consortium members are Africare, CRS, Save the Children and World Vision. CDRA activities are designed to be programmatically flexible, allowing PVOs to respond to the fluid nature of the resettlement process and changing needs. Some activities, aimed at more sustainable food security issues, are considered more developmental in nature and are strategically designed to provide a bridge to longer term developmental activities in the future. CEDRA coordinates its activities with WFP to ensure no duplication.

CEDRA has also received funding from USAID's Africa Bureau and Chevron Texaco. These funds are used for complementary agricultural and infrastructure rehabilitation activities that cannot be covered with Title II resources.

Sierra Leone – Consortium For Relef and Development (CORAD)

This relatively new Sierra Leone consortium was organized to maximize the advantages of its members (CARE, CRS, WV, Africare) working together with complementary skills. The consortia employs joint monetization methods and is focused on transitional programming. Its principal objectives are to assist 37,400 rural food insecure households achieve improved health status and improved supply and access to food over a three year period.

CORAD uses professional NGO capacity in the country to manage and program food to address food gaps, and to address the integrated food security needs of the rural populace. The program has the full endorsement from the Government of Sierra Leone.

IV.C. Participant Commentary

The use of consortia in Title II is a topic that elicits a wide range of views from PVO as well as USAID representatives. and for the purposes of this review, it is important to be aware of these opinions and viewpoints. This subject is of considerable concern to those involved and the comments that follow reflect those concerns. Many PVO representatives spoke from first hand experience – both in the field and in Washington. Similarly, USAID officials commented from their perspective as both initiators and reviewers of consortia proposals. A sampling of these comments follows below.

1. USAID Staff

a) Field Missions

- "We are looking for comparative advantages in consortia programs – but we are not sure that is really happening."
- "The NGOs all want to run their own operations and keep their own identities; that makes consortia planning very difficult."
- "The PVOs have been the beneficiaries of USAID technical assistance that could be used in consortia programs, but they do not update their skills."
- "We need some general principles for consortia programs."
- "We can't manage any more PVO programs in this mission."
- "Maybe we need to move to more joint venture agreements"

b) Washington

- "Consortia proposals and agreements decrease the number of programs – FFP cannot manage so many individual contracts."
- "What is the definition of a consortia? Do we really want to define it?"
- "I'm not sure that if we had C-SAFE to do over, that we would do it the same way."
- "When a consortium is needed, the PVOs should take the lead on identifying and forming organizational arrangements"
- "I'm not sure we should issue guidelines on consortia programs."
- "I am concerned that the emphasis on consortia may end up excluding some PVOs."

- "We may be creating mediocrity in PVO programs and management skills by this emphasis on consortia programs."

- "The actual preparations of one TA document may be fairly quick, but I'm not convinced that all of the review process beforehand is any more efficient – especially on budget issues."

- "We would be open to PVO suggestions on consortia"

2. PVO Representatives

- "Many of us are looking at the subjects of new alliances and partners; it is a critical part of our looking ahead, and consortia are a part of that."

- "Operating styles can be very different among PVOs; USAID knows that, but I'm not sure they care."

- "We just submitted a proposal as part of a consortium. We were basically told that was the only way we would be considered. Is that legal?"

- "In many respects, WFP is like one big worldwide consortia, as far as USAID is concerned – they write one TA and give WFP whatever they want - there sure is no Mission review of WFP projects like we have."

- "WFP is not going away; we need to work with them, especially when they are the lead organization in a country"

- "Consortia limit creativity – we're basically being told what to do in order to get the resources."

- "When the USAID missions and FFP insist on consortia programs – and they do insist, whether it's legal or not – they force antagonism and problems to happen among the PVOs."

- "Would consortia exist if they were not required?"

- "We just received a twelve page issue paper on a consortia proposal we just submitted."

- "We need a list of best practices for consortia."

- "The Mission only wanted one proposal, so we had to submit as part of a consortium."

- "USAID should provide some funding and time for the process of consortia development."

- "Ethiopia was a positive example; we all had individual agreements and we used a working group approach in the field. We did not all need to be bunched under one agreement to make it work."

- "We just submitted a DAP for which the Mission told us who would be in the consortium; we really had no choice – do it their way or else."

- "I'm very concerned that forcing these consortia arrangements are limiting PVO capacities, not increasing them – and all this after FFP has spent so much on ISA's and capacity building."

- "Consortia or direct coordination is easier on the ground in a full scale emergency – we do it anyway – it is so much more difficult in long term development programs; problems increase and advantages decrease."

- "The missions add objectives and activities to our proposals in a consortia – even if we did not plan to do them – then they and FANTA choose indicators that do not cover all of our activities."

- "C-SAFE was a terrible example of PVOs being forced into plotting against one another. The big three won out and others were used or excluded, even though they could have brought additional resources to the table."

- "We were told that there would only be a certain number of agreements in one country, so sort it out amongst yourselves. In effect, USAID is forcing resource allocation decisions on and among the PVOs – when a proposal is written, during the review process, after approval and during implementation. In individual programs, the donor makes decisions."

- "The strongest proponents of consortia in USAID are those who come from an emergency or procurement background."

IV.D. PVO's Working Together

In non-food assistance activities, consortia and partnerships are often specifically required or encouraged by USAID in Requests For Applications (RFA's) or in Requests For Proposals (RFP's). Several existing USAID procurement and contracting mechanisms (as described in III.C. above), anticipate such arrangements and make provisions for the responsibilities and functions of the members of the partnership.

Many of the same PVO's who participate in Title II respond to these RFA/RFP requests because they recognize the importance of common interests and comparative advantages

in these competitive, but voluntary situations. The separate strengths of each organization combine to create a stronger overall capability, and in these consortia, there is potential also to advance each organization's goals and objectives. The provisions and requirements of these RFAs and RFP's also cause participants to prepare and agree upon Memoranda of Understanding or Teaming Agreements well in advance of the final proposal submissions, usually assuring at least a good start in partner functions.

In Title II, however, there are divergent views and opinions on consortia and the comments noted in Section IV.C above are indicative of those views. While there is a prevailing view among many PVO's that Title II consortia are often forced by USAID field missions or Washington, the fact remains that in certain instances, collaboration among PVO's toward common Title II goals is desirable and often occurs with satisfactory results. However, reaching agreement on objectives, operational procedures, resource allocations, and evaluation, while achieving the degree of working relationship that is essential to success, continues to be a major challenge in many situations.

One reason for these challenges is that discussions among PVO's about the need for Title II consortia and the potential for working together often occur too late – at the point when there is no choice but to form a consortia, either to comply with donor requirements, or to limit competition for resources. Often, it appears that insufficient time and attention is devoted to advance consideration of the terms and expectations of potential consortia or coordinated activities – time that could result in more acceptable proposals or approaches to USAID. Organizations report being left out of potential consortia discussions, or worse yet, being deliberately excluded. Other concerns focus on disagreements over what organization should take the "lead" or how activities and resources would be divided. All too often, these issues arise at a late stage in discussions and force decisions that are troublesome afterwards.

On the other hand, there have been solid examples of voluntary relationships among PVO's in food aid programs in which both field operations and resources have been adequately coordinated and allocated. In these situations, the impetus for the consortia was usually generated by the PVO's themselves – and by taking the time needed for resolution of problems.

The PVO participants in Title II who also respond to RFA's and RFP's, note that the differences between these activities and Title II are obvious: (1) these voluntary consortia or partnerships are for a defined new activity, and are explicitly required or encouraged in writing; (2) there is no involvement with Title II food distribution or monetization; and (3) they do not force similar organizations, with similar, long-standing programs in a country or region, into an unwanted consortia. While these non-food programs and projects are not free from coordination issues, they do appear to benefit from early discussions and agreement about consortia relationships.

It is reasonable to anticipate that Title II consortia arrangements will continue to be expected. This fact places a responsibility on PVO's to agree among themselves, and in advance, on the various principles and operating criteria that will govern both successful

and “comfortable” consortia agreements, both for the formation and the implementation of Title II consortia.

The formation of Title II consortia, whether “voluntary” or “forced”, may involve issues of exclusivity and competition. PVO’s who have a long history of individually working on similar programs in the same country may find themselves in a position of being a “prime” or a “sub” to their peers. Added to this situation, is the potential tension that may arise in attempting to determine what organization will receive what amount of available resources.

Similarly, issues can arise in the management and operations of Title II consortia. There must be full acceptance by all members of the model being used (e.g. prime/sub, individual agreements with coordination, or other arrangements). There is also a need to define member roles and responsibilities in the context of the model being used, in order to avoid conflict or overlap.

A general, “industry wide” consensus on common values and expected behavior when consortia are being considered and developed, as well as when consortia are being implemented, would be very useful and could serve as the basis for individual consortium agreements. But achieving that consensus will require the commitment and support of the leadership of the Title II PVO community.

V. Conclusions

V.A. Relationships

While the PVO's participating in Title II, as well as USAID, are not fully agreed on the benefits or disadvantages of consortia, there is, within the PVO community, a strong belief that USAID forces Title II consortia when they might not otherwise occur. PVO representatives are not opposed to involvement in consortia under appropriate circumstances, but are convinced that the use of consortia in Title II should always be a reasonable choice on their part, based upon actual circumstances and program needs, not an imposition by USAID. PVO's also see USAID's insistence on consortia programming as a serious contributing factor to strained relationships among PVOs – something one PVO representative saw as a "divide and conquer" strategy by USAID.

From the USAID perspective, Title II programs involve a great deal of time, attention and analysis, and the more that can be done to consolidate or simplify the Agency's management responsibilities, the better. But some USAID officials share the same concerns voiced by many PVO's – the evolution of a very limited number of "primes", and a weakening or loss of opportunity for some PVO's to develop Title II technical and management capacity, especially when there may be an overemphasis on finding commonality in monitoring, results indicators, evaluation criteria, and management.

Many PVO's also believe that donor requirements to seek and administer Title II resources through consortia have created a formal need to assure transparency and good faith among themselves; something that might have been assumed a decade ago. The recently completed Malawi consortium proposal includes a section on "Guiding Principles" for consortia members and a similar series of principles were among the first efforts of the participants in the C-SAFE Consortium. These principles describe the expectations required of consortia members in program activities and working relationships with one another. The fact that it has been considered necessary to include such provisions, is indicative of the extent to which consortia programming has affected PVO to PVO relationships, as well as relationships between the PVO's and USAID.

As a program that is described as a "partnership" between USAID and Cooperating Sponsors, Title II requires constant and substantive attention to these relationships. The issues that arise around the use of Title II consortia exemplify the need for that attention. Clarity and agreement on the use of consortia are important USAID/PVO priorities that will benefit by a process of joint decision making.

V.B. Lessons Learned

As Title II consortia usage has grown from informal field coordination activities to monetization groups, to emergency programming and to longer-term, pre-planned joint activities, it has created a base of experience that is useful to examine. Some of these

"lessons learned" for Title II consortia are obvious; others are still evolving, but an initial listing would include the following:

- While there may be some perceived advantages in vagueness, informality and ad-hoc decisions relating to consortia, these "advantages" are outweighed by the need for clear guidance to facilitate planning and implementation.

- The USAID view that consortia result in fewer "management units", and thus, less workload for USAID, appears contradicted by the amount of time and effort required to review and approve consortia proposals.

- It is critical that PVO's negotiate and agree among themselves on consortia activities well in advance. Advance MOU's, Agreements in Principle and other forms of advance agreement such as Teaming Agreements are essential.

- "Prime/Sub" consortia, by definition, do not allow equal participation by all members. This is not always understood.

- Voluntary consortia appear easier to form around emergency situations. They are often based upon a pre-existing record of coordination.

- PVO preparation of development or emergency consortia proposals are not easier nor more efficient than single agency proposals. Indeed, they take much more time and effort to prepare and require multiple revisions.

- To the extent that programmatic consortia might be successful, they seem better suited to broad, flexible objectives, rather than a narrow grouping of technical program activities.

- The lack of Title II expertise among USAID field staff is a serious contributor to difficulties and misunderstandings about Title II consortia.

- The existence of a consortia may cause USAID to expect a commonality among participants that does not always exist. For example, USAID-imposed evaluation criteria for a Title II consortia may ignore individual program differences.

- Consortia appear to work better when the formation of a consortia, or participation in a consortia, is based upon common interests and comparative advantages.

- "Mentoring" consortia, in which a larger, experienced organization partners with a smaller, "newer to Title II" organization, may have higher success rates.

- Management and implementation of consortia agreements and activities are almost always more difficult than anticipated. "Lead" organizations often have liability without authority; USAID's NICRA negotiations do not take consortia

activities into account; weak organizational capacity by one member "on the ground" can be hidden within a consortia, placing a burden on the "prime" or other members. Finally, differences in organization policy, as well as cultural and staff differences, are not easily overcome.

V.C. Looking Ahead

PVO program managers and USAID staff are agreed on the need for effective field coordination of Title II programs and most PVO managers believe that well coordinated individual programs are a more preferable and useful alternative than USAID-required consortia. They note that the time and effort required for PVO consortia proposal preparation and USAID review and approval provides little evidence to suggest that the use of consortia results in efficiencies in that process. PVO's report even more time required for preparation of consortia proposals (emergency or development) and USAID review periods extending from five to twelve months are not unusual. The preparers of one recent consortia proposal were provided with a twelve page "issue paper" of questions and information requirements from the Office of Food For Peace as the initial response to the proposal. This is a practice that does not differ from individual proposals and demonstrates few advantages or incentives resulting from the requirement to develop a consortia proposal.

USAID requests for information and follow-up inquiries, especially on detailed budget matters, require extensive time and can only be answered after a constant process of rewriting, information exchange among potential consortia members, and then providing information back to FFP. The process does not appear to be substantially more efficient than single agency proposals and may, indeed, be more complex and time consuming. Yet, there is every indication that it will continue. A more simplified USAID review process and a willingness to incorporate multiple resource streams into a single agreement would make consortia programming more attractive.

With an increasing food aid emphasis on Low Income Food Deficit Countries (LIFDC), as well as the need for USAID to concentrate more heavily on non-MCA countries, the importance of PVO Title II programs (which tend to focus on those countries), becomes a more critical component in US Government foreign assistance interests. How those programs are regarded in the new FFP strategic plan, and how consortia arrangements are treated within that strategy, will be critical. An FFP strategic plan which makes little or no reference to the use of, or need for consortia, is inadequate.

Many of the issues that accompany the use of consortia are symptomatic of concerns that are inherent in the broader context of PVO/USAID relationships in Title II. USAID field staff and the Office of Food For Peace are seriously and genuinely concerned about the amount of time and effort that is required to process, review, approve and monitor Title II proposals and see the use of consortia as a partial solution to that problem. However, USAID field expertise in Title II is extremely limited and PVO representatives are equally concerned about what appears to many of them to be an uninformed and arbitrary

"take it or leave it" approach to the use of consortia that threatens organizational identity and forces artificial, often difficult relationships, with questionable results.

Thus, it is not surprising that the key issues that have emerged over the use of consortia reflect the strains and contentions that are more a part of the PVO/USAID Title II relationship than most are willing to admit. These issues are a challenge to USAID's Title II decision making and program stewardship. But they also challenge what is really the heart of the problem - the ability of both USAID and the PVOs to use consortia arrangements, in appropriate circumstances, to simplify a Title II programming process that is increasingly complex and often burdened with unrealistic expectations.

But issues dealing with consortia will not be addressed unless the PVO's participating in Title II take the initiative. Guidance and changes will not come from USAID unless they are called for and negotiated within a framework of openness to new ideas. The Food For Peace Strategic Plan, deliberations of the Food Aid Consultative Group, a rewritten Regulation 11, and the continuing dialogue that is a part of USAID/PVO Title II relationships, all offer opportunities for these types of discussions and changes. They should be used – and as soon as possible.

VI. Next Steps

VI.A. Within the PVO Community

PVO participation in Title II consortia has highlighted the need for clear understandings among PVO participants about the issues and factors involved in forming a Consortium and those applicable to consortium implementation. The FAM membership is committed to dealing with concerns about working relationships and agrees that when a consortium is being considered or formed, and when a consortium is being implemented, there will be:

- A clear and unequivocal willingness to participate in a consortia.
- A commitment to full transparency with all consortia members.
- Agreement on purpose and common good while recognizing individual organization policy constraints.
- A commitment to overcome all difficulties as they arise.
- Understanding and clarity on all financial allocations, controls and reporting.
- Recognition and acceptance of program implementation requirements.
- Agreement to maintain stated organizational ethics affecting employment practices, confidentiality and reporting.
- Agreement to ensure visibility and credit to individual consortia member for individual work and collective achievements.

VI.B. With USAID

It is essential that an early and continuing dialogue be initiated among PVO representatives, the Office of Food For Peace, and USAID field mission officials on policies and management issues dealing with Title II consortia programs. This dialogue should:

- Agree upon criteria, definitions and guiding principles that would be used by USAID and PVO's to decide when a consortia approach is appropriate, both for emergency and development programs.
- Assure a voluntary approach to the use of consortia, without barriers or penalties for non-participation.

- Examine a stated priority that favors a consortia approach in which there is a designated "lead" for coordination and reporting purposes, but individual agreements with members of the consortia.

- Identify methods to simplify the preparation and review of consortia proposals, as well as the special implementation requirements of consortia programs, which are costly and time consuming. Possible methods could include advance approval of knowledge, capacity and accountability requirements as well as higher thresholds (e.g. – no information needed for expenditures below xxxx) for the provision of proposed budget details and greater flexibility in the use of the funds.

- Examine cost benefit aspects of consortia programming, such as how the cost of developing and managing a consortia compares to single agreements for the same activity.

- Explore innovative and cost effective approaches that result in more efficient and flexible implementation. Such approaches might involve USAID/PVO collaboration on "pilot" or experimental programs involving HIV/AIDs activities, programs that provide for advance approval, subject to availability of funds, of a consortia's management and technical capabilities to carry out future programs in identified areas of activity, or emergency consortia programs that would be pre-approved for immediate action as needed in chronic food insecure or disaster-prone areas.

A PVO/USAID dialogue on these and other consortia – related subjects could be the most practical and timely method to resolve issues and program concerns. It should be initiated promptly, in order to impact current and future Title II programming.

Annex One - Consortia Summary

Consortia & Country	Time	Members	Purpose
Improved Disaster Mitigation/Niger (IDM-I)	7/1/1997 (18 months)	Africare, CARE International, CRS, Helen Keller International	Organized to reprogram earmarked funds after closing of USAID mission in Niger; Food For Work sponsored by for FFP and OFDA (CRS and Africare were the IOs)
Improved Disaster Mitigation/Niger (IDM-II)	Oct-98	Africare, CARE International, CRS, Helen Keller International (Not funded)	Organized to lobby for continued assistance from USAID to the people of Niger Africa Bureau did not fund due to political unrest in Niger, presented in mid-98)
FSIN (Food Security Initiatives within Niger)	2/1/1999 (5 years)	Africare, CARE International, CRS, Helen Keller International	Program Coordination and Monetization. First time a consortia was funded through a DAP (presented to DCHA after Africa Bureau was unable to fund)
Guinea	Since FY 96	Africare, OIC, ADRA	Joint Monetization
C-SAFE (Consortium for Southern Africa Food Security Emergency)/Zambia, Zimbabwe, Malawi	6/1/2002-current	World Vision, CARE, CRS	Program Coordination and Monetization. Share best practices and learn from one another on critical issues around HIV/AIDS and its interaction with food insecurity.
Monetization Consortia for USAID TII development assistance partners in Mozambique	FY97-FY06	World Vision, CARE, Africare, ADRA, Save the Children, U.S. Food For the Hungry	Joint Monetization, joint M&E Systems, joint Bellman Analyses, support the design and implementation of programs that promote greater food access, availability and utilization
Monetization in Uganda	Since FY 97	ACDI, Africare, World Vision, TechnoServe, CRS	Joint Monetization (collaborative ordering and selling of all commodities), joint preparation of annual Bellmon Analysis

Food Security in Senegal	Since 2003	Terre Nouvelle (Belgian NGO), and local NGOs, including GADEC (Action Group for Community Development)	Program Coordination. (Food Security programs that are funded by the Belgian government)
I-LIFE/Malawi	Initiated 8/1/2003, to begin 10/04 if funded	CRS, CARE, Africare, American Red Cross, Emmanuel International, The Salvation Army, Save the Children, U.S. , World Vision, Inc. and World Vision International	Program Coordination. DAP development and implementation
Caritas/CRS/Peru	FY02-FY08	Caritas, CRS	Joint Monetization
Monetization in Bolivia	1989-current	Food for the Hungry, ADRA, CARE, Save the Children, U.S.	Joint Monetization (developed once to sell product to the market in a coordinated fashion.)
Ethiopia Monetization Consortium-(EIM)	Early 1990's to Present	CARE, CRS, World Vision, Save the Children, U.S., REST	Monetization consortium that began in early 1990's with CARE as lead to sell commodities. Since 1997, consortium has chaired by CRS with CARE acting as sales agent. Consortium has a monetization unit that conducts sales
Joint Emergency Operational Plan (JEOP) Ethiopia	2002-current	CRS, CARE, Food for the Hungry, Save the Children US (6 total)	Widespread direct feeding to drought/famine affected populations countrywide
Monetization in Rwanda	2000-current	ACDI, World Vision, CRS	Joint Monetization. $6.1 million in vegetable oil and 670 metric tons of wheat (in effort to develop the local wheat sector). Consortia was created with USAID mission support and involvement.
DAP Preparation for Honduras	2003-2004	World Vision, ACDI, Counterpart	Program Coordination. Collaborative effort to respond to RFA
DAP Preparation for Rwanda	2003-2004	ACDI, Africare	DAP submitted

Humanitarian Response and Economic Recovery Assistance Program (PVO Consortium in Indonesia)	Aug-98	CRS, CARE, PCI, WVRD (invite to ADRA, CWS)	Monetize 300k MT of wheat or 200kMT of wheat flour to support the following activities in Indonesia: Humanitarian Response; Agricultural Recovery and Rehab.; Education of Children; Strengthening Community Micro businesses through BPRs (Rural Credit Banks); Empowering Small Urban Food Processing Coops; Urban and Peri-urban Small Enterprise Development; Nutrition Education and Outreach; Conflict resolution, Peace Building, and Strengthening Civil Society Structures.
Joint Monetization in Ghana	1999-current	CRS, ADRA, OICI, Technoserve	Under review
Eritrea	Since FY 95	Only Africare	Joint Bellmon for FY05 monetization include Mercy Corps and CRS. Under review.
Angola (CDRA– Consortium For Developmental Relief)	Started FY 03	CARE, World Vision, Save the Children, CRS, Africare	Emergency programming with joint programming and coordination for food distribution. Single TA with recipient agency agreements for sub-grantees.
Sierra Leone (CORAD) Consortium For Relief and Development	Started FY 04	CARE, World Vision, CRS, Africare	Transitional programming with joint monetization. Single TA with recipient Agent agreements for sub grantees

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Annex Three - Contacts

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