

**LIP LOCAL IMMIGRATION
PARTNERSHIP**
WEST DOWNTOWN TORONTO

PACKAGE TWO

Working Together: Agreement Template

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General Overview

The following package provides a working template for formalizing in writing a partnership with one or more organizations (based on Levels 3-5 of ways of working together)

The following should be considered when working with this template:

- Partnership agreements should be as simple as possible and reflect the nature of the collaboration.
- The template needs to be customized to reflect the nature and scope of the partnership and the specific organizations involved. Other sections may need to be added depending on the nature of your collaboration or the requirement of funders.
- The agreement needs to be viewed as a living document that may need to change as the nature of your work and relationships change. Set a date to assess and review the agreement and partnership.
- Though templates and frameworks have been provided in this document, the process of working with the partner/s to jointly develop the document is very important– the process can be as important as the finished document.
- Depending on the nature and scope of the partnership, groups may consider engaging an external facilitator and/or legal counsel.
- If your organization's staff did not draft the agreement make sure you read carefully to ensure you agree with everything. If you do not, propose necessary changes.
- Make sure all parties have a copy of the fully executed agreement/terms of reference/letter.

Contents of the Agreement Template

- 1.0 Introduction
- 2.0 Description of Partnership
- 3.0 Accountability and Governance
- 4.0 Confidentiality
- 5.0 Access and Equity
- 6.0 Communication
- 7.0 Learning, Evaluation and Celebration
- 8.0 Costs and Assets
- 9.0 Declaration of Interest
- 10.0 Conflict Resolution
- 11.0 Termination of Agreement/Exit Strategy
- 12.0 Other Possible Legal Clauses to Consider
- 13.0 Receipt and Acknowledgement
- 14.0 Possible Schedules to be Included with the Agreement

WORKING TOGETHER TEMPLATE/AGREEMENT

Introduction

- Title – Type of agreement between names of the partners
Example:
Partnership Agreement/Memorandum of Understanding/Terms of Reference
Project/Partnership Name
Date
- Explanation of terms used
Important notes: Make sure terms are used consistently through the entire document
- Brief overview of shared purpose - what are you trying to achieve together and the benefits of the collaboration
- Benefits of collaboration for each partner
- Term of Agreement – Set out the length of the agreement (e.g. fixed, open-ended) including commencement date

Description of the Partnership

- Purpose of the agreement (and whether it is legally binding or a terms of reference to guide the partnership –this can vary based on who the partners are and their legal status)
- Goals, objectives, outcomes and key activities
- When and how will you review the agreement

Accountability and Governance

Roles and Responsibilities of Each Partner

- Clearly stated expectations and contributions of each partner – provide text for each and/or attach relevant job descriptions as schedules
 - Management
 - Frontline staff
 - Address staff that will be employed to work on the collaboration including who will be the legal employer, who will manage them and how their time is assigned

- Board of Directors

Shared Responsibilities of Partners Could Include:

- Uphold the shared values of the program
- Ensuring accountability to the community, our respective organizations, funders and each other
- Maintaining open and ongoing communication
- Notifying each other of issues or concerns in a timely manner
- Ensuring clarity regarding decision making on behalf of our organization

Decision Making/Steering Committee

Terms of reference for a Steering/Advisory Committee should address the following (and can be attached as a schedule to the agreement):

- Names of Project Leadership
- Responsibilities and accountabilities for meeting the programmatic, organizational, funding and reporting requirements
- Decision making
 - Regardless of the decision-making process you choose, partners need to think through what kinds of decisions need to be made, who will make them and how they will be tracked and reported to the whole group. Some of the decisions the partnership may need to make include:
 - Authority to spend money on behalf of the partnership
 - Hiring decisions
 - Decisions about policy or direction that you will take
 - Decisions to seek funds
 - Planning decisions
- Meeting Schedule
 - Meetings: As a partnership, you may want to state minimum attendance at meetings as a condition of involvement in a partnership.
 - How often will you meet?
 - Who is expected to attend?
 - Who will chair and take notes?
 - Will you agree to substitutes when the lead from an organization cannot attend?
 - Where will you meet?

Declarations of interest

Confidentiality

It is understood that some or all of the information, verbal or written, that is shared within the partnership may be considered confidentially and is to be used for internal purposes only.

The partners may determine that any discussion, issue or decision taken on behalf of the partnership to be confidential and restricted at any time and will be noted as such in the meeting record.

Based on the nature and scope of the partnership, you may include a schedule that speaks to the classification of documents (e.g. minutes,).

Schedules that can be considered include documents that address client confidentiality and partner organizational policies and procedures regarding client confidentiality.

Access and Equity

The partners are committed to the elimination of organizational structures and actions that oppress, exclude, limit or discriminate on the basis of age, ethnicity, sexual orientation, religion, disability or age.

We welcome the diversity of our communities and make every effort to reflect this richness in the staffing and programming of the partnership.

The partners will be bound by their respective organizational policies.

Attach schedules as applicable.

Communication

Contact People

Primary Contact Person (Name, Title)

Secondary Contact Person (Name, Title)

Internal Communications

We recognize that a key factor in successful partnerships is open and frequent communication. We will ensure that we keep each other informed.

Each member of the Advisory/Steering Committee is accountable to each other for the smooth functioning of the (PROJECT) through clear communication.

Things to consider and address:

- How will you communicate with partners?
- How will you make referrals between partners?

- How much information will you share about clients? How will you handle confidentiality?
- How will you ensure that you comply with data and information protection laws including the collection, handling, storing and use of personal data?
- Who will be told what, by whom, when and how?

External Communications (Public Relations)

The leads for each partner (NAMES) will act as the primary speakers for the partnership. This will ensure a minimum degree of conflict and confusion with external stakeholders and will reduce the possibility of staff speaking to issues which are outside their mandate.

In order to be effective in dealing with external stakeholders, including the media, communication must be planned.

Comments on behalf of the collaboration will be made with the support of the partners.

Additional considerations:

- How will the partnership be referred to in publicity materials?
- How will publicity costs be shared?

Learning, Evaluation and Celebration

This section should speak to the approach to evaluation and learning, including desired outcomes and performance measures.

- Evaluation of program
- Evaluation of partnership
- Space for critical reflection and dialogue throughout the partnership
- Time to celebrate and mark key milestones in the partnership

Evaluation of partnerships and collaborative working should be organized to measure both the intended and unintended impacts.

Ensure that this section addresses the requirements of funders where applicable.

Attach evaluation plan as schedule where applicable.

Costs and Assets

Based on the nature of the partnership, this section could address (details as schedule to agreement):

- Payment and provision of facilities or support used by the partnership (e.g. premises, equipment, phone, etc.)
- Ownership of the assets of the partnership – importance of establishing who owns what as applicable
- Accounting and financial arrangements where funds are involved in the collaboration
 - Lead agency for specific funding
 - Flow of funds to partners based on funding
 - Administrative allocation to lead partner (e.g. financial management, supervision of staff, etc.)
- Copyright on written material resulting from the collaboration
- Ownership of intellectual property resulting from the collaboration
- Requirements of funders (as applicable) – this could include lead agency and funding responsibilities, communication, etc.

Declarations of Interest

Partners agree to be transparent on matters concerning the partnership and to declare conflicts of interest.

Partners' organizations will be bound by their respective organizational policies regarding conflict of interest for staff and/or volunteers.

Attach as a schedule where applicable.

Conflict Resolution

At the outset of the project, this section should speak to how conflict will be addressed (e.g. third party mediation, professional arbitration and who will pay for this).

This section can also address under what circumstances a partner would be asked to withdraw from the partnership and how this would be managed and communicated.

Example:

In case of conflict, the partners agree to negotiate in good faith and will only agree to resolutions with which they genuinely believe they will comply.

If unable to resolve together, the parties agree to engage a third party to facilitate voluntary resolution of the conflict.

All discussions and observations made during conflict resolution meetings will be privileged and confidential.

Termination of Agreement/Exit Strategy

This agreement can be terminated by one or more partners with a minimum of 3 months (90 days) written notice.

Where applicable, termination will need to address all assets and liabilities including funding obligations, commitments and contractual obligations.

This section can speak to:

- Circumstances under which you would mutually decide to end the partnership
- Conditions under which your organization would withdraw from the collaboration
- Who will decide, and how?
- How you will handle any costs associated with termination.

Based on the nature of the partnership, funders may need to be advised.

Other Possible Legal Clauses to Consider

Based on the nature and scope of the partnership, other clauses to consider include:

- Data protection
- Fund development
- Banking, audit and record keeping
- Indemnities
- Confidentiality
- Risk management
 - Compliance requirements – e.g. Occupational Health and Safety
 - Proof of Insurance

These can be built into the agreement or included as schedules. You may wish to consult legal counsel on a number of these matters (again, based on the nature and scope of the partnership).

Receipt and Acknowledgement

Authorization and acceptance of the terms and conditions of the agreement/terms of reference/memorandum of understanding

Agreed to on this *DAY* of *MONTH* of *YEAR*

PARTNER A (Organizational Name)

Signature

Name

Position

PARTNER B (Organizational Name)

Signature

Name

Position

PARTNER C (Organizational Name) - for as many partners as you have for the collaboration

Signature

Name

Position

Ensure that all authorized members of each group sign the agreement and have a copy for their records and reference.

Possible Schedules to be Included with the Agreement

- 1.0 Confidentiality
- 2.0 Evaluation
- 3.0 Organizational Policies that inform and/or affect the partnership
 - 3.1 Codes of Conduct
 - 3.2 Program documents
- 4.0 Risk Management
 - 4.1 Insurance Policies and relevant indemnification
 - 4.2 Occupational Health and Safety
 - 4.3 Information and Data requirements
- 5.0 Funding and Accountability Requirements