

Partnership Agreement

RESOURCE AND TEMPLATE



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PARTNERSHIP AGREEMENT RESOURCE AND TEMPLATE

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1 HELPFUL NOTES

Why do you need a partnership agreement?

If you are planning to work with other organisations on a joint project or programme (such as an exhibition or touring exhibition, collaborative learning programme, a joint research project, delivery of a jointly funded initiative, etc.) a partnership agreement is a good idea. Apart from the fact that many funders will insist on one, a partnership agreement is an invaluable tool to help you successfully manage collective activity.

A good partnership agreement will set out the framework for your project, clearly express who will do what and set out what will happen if partners do not deliver on their commitments. The process of putting together a partnership agreement will help to bring increased clarity to a project, particularly where there are multiple organisations and/or stakeholders involved.

How to use this template

We have created this document for museums, galleries and other cultural organisations that want to embark on a partnership project or programme.

It has been informed by the Cornwall Museums Partnership's experience of developing and coordinating multiple multi-partner programmes of work since 2012, and TEG's Economics of Touring Exhibitions programme of research and training.

We have drawn on a range of guidance, from Arts Council England, Charity Commission for England and Wales, Coastal Communities Fund, Creative Scotland, Heritage Lottery Fund, INTERact and ICOM UK. We hope that you will use this template as the basis from which to create your own bespoke agreement, following any necessary checks¹. We hope it is useful.

Once you have developed your draft partnership agreement we recommend that all the partners involved have time to read it and then meet again, face to face (if possible), to talk it through. Taking time, before a project starts, to talk through the agreed roles and responsibilities and the process for conflict resolution, can be invaluable and can stop problems developing further down the line.

¹ *It is recommended that you seek independent legal advice once you have formulated your own agreement using this template; the Touring Exhibitions Group and Cornwall Museums Partnership cannot be held responsible for any issues that arise following its use.*

2 PREPARATION

Get together to talk through the scope of the partnership, discuss what will be covered and who takes responsibility for what. Think carefully about the impact of the agreement on your own organisation. Poor internal communication can result in a lack of enthusiasm for the partnership, adding considerable risk to the project.

TOP TIP: Teams that are happy about the commitments made on their behalf are greater advocates for any project - so involve them and update them!

While working on your partnership agreement you may feel it is necessary and/or appropriate to sign a letter of agreement or memorandum of understanding. This will outline your intention to work together to develop a partnership agreement and will set out what the partnership agreement is intended to do. It may also serve to demonstrate your commitment to potential funders. Typically a letter of agreement will briefly outline the following information:

- The parties involved
- The nature of the project you are committing to develop
- The timescale
- Commitment to forming a formal partnership agreement
- Any further terms of your relationship you consider pertinent e.g. confidentiality

Before you begin, agree partnership values

It may seem very obvious but when working in partnership, don't assume a common set of values, frames of reference and working cultures. Take time to examine and question each other's understanding of the key principles that might affect the delivery of the agreement.

Think about exploring what your organisation's position is on:

- Equality and diversity
- Respect and trust
- Open communication
- Collaboration and sharing
- Learning from others
- Striving for excellence
- Value for money and sustainability

TOP TIP: Our experience has taught us that one of the biggest barriers to partnership working can be a clash of cultures and working practice. A conversation about values can help partners reflect on their organisational culture and how they interact with others.

Explore expectations, aims and objectives

Identify what each of the partners wants out of the project and which elements matter most. Don't worry if partners have different aims as the process of agreeing compatible and/or shared objectives helps establish trust. Think how you will know if these aims and objectives have been met and what success looks like for each partner. It may be useful to discuss relevant organisational Key Performance Indicators (KPIs) or requirements of stakeholders/funders.

TOP TIP: Get each partner to note their most important objectives at the beginning so these can be checked against as the partnership agreement develops.

Decide what your partnership agreement needs to cover

No two partnership agreements are the same; they are shaped by the character of the organisations and the nature of the collaboration.

We hope that this customisable text and notes will help you to frame your agreement.

In our experience a partnership agreement should:

- **Name the partners**
List the names and addresses of those going into the partnership; identify key people/roles involved.
- **State the objective**
Agree and describe how the partnership fulfils the aims and objectives of the collaborative project.
- **Define who does what**
State the roles and responsibilities of each partner outlining the structure of the partnership and if appropriate the project team and their roles.
- **Sort out the money**
Clearly state the financial context and any linked action/production/requirements.
- **Say how the project will be managed**
Agree timelines, targets, deadlines and systems of monitoring and reporting.
- **Say how the project will be administered**
Agree who will initiate meetings, the frequency of meetings, form of meetings and record keeping.
- **Define who owns what**
Clarify who owns anything that is physically produced, and copyright/intellectual property rights. For example, if the project activity will generate a mailing list/database, who will own this on completion of the project? Agree whether the partners are giving each other exclusive rights to anything.
- **Say what happens next**
Address what happens to physical outputs or the partners' longer term relationship.
- **Plan how you will communicate project information and share success with your audience(s)**
Outline how you will disseminate information about the partnership (internally and externally) and acknowledge each other through joint statements, use of logos, press releases, etc.
- **Build in some flexibility**
Explain how you will deal with any changes to the agreement, failure to deliver or disputes.
- **State how long the duration of the agreement is**
Agree the time period covered by the agreement and any grounds for termination.
- **Be signed by everyone**
All partners must sign and date the agreement; importantly make sure the person who has signed the agreement has the authority to do so.

In addition, it is sensible to include any policies that are required by law or relevant to the partnership agreement.

Some of these will link to establishing shared values and may include:

- Health and safety
- Equal opportunities
- Safeguarding
- Insurance
- Serious incident reporting
- Data protection
- Intellectual property

Include any relevant appendices such as:

- Detailed budgets
- Communications plans or strategies
- List of works
- Project schedule

Check you have everything you need before drafting your agreement

This checklist should help ensure you have everything to hand in order to draft your partnership agreement.

Have you	✓
Defined the partnership	
Agreed lead contacts	
Put budgets in place and systems to process/monitor finances	
Agreed deadlines and procedures to support your working methods	
Established common values	
Established aims and objectives	
Agreed timelines and targets e.g. KPIs	
Agreed reporting processes	
Agreed copyright/intellectual property	
Agreed marketing methods and processes to acknowledge the partnership - e.g. shared logos, agreed statements	
Put systems in place to make changes to the agreement	
Put processes in place for resolving conflict	
Identified signatories who are able to make the agreement for the partner organisation	
Collated relevant policies and appendices to attach	

3 Partnership Agreement Template

Draft your agreement:

Adapt and develop this template to suit your needs - an editable version of the template, in Word, is available from the TEG website. We have included common points that will be relevant to most agreements.

Partner Details

This agreement is made between:

Partner 1 – name/address/representative

Partner 2 – name/address/representative

Partner 3 – and so on.....

Collectively known as ‘the Partners’. The Partners have agreed as follows:-

Definitions

In this Agreement the following words and expressions have the following meanings:

TOP TIP - Below are some standard definitions, but take time to define what you mean by each word as we have found that organisations use the same term and have very different expectations.

- ‘**Agreement**’ means all parts of this agreement and includes all schedules and appendices;
- ‘**Commencement Date**’ means ??/??/20??, the start of the Project;
- ‘**Deliverables**’ means output, outcome and milestone specifications as specified in ???
- ‘**Deliverable Evidence**’ means the evidence required by the funders as set out in ???;
- ‘**Funding**’ means the monies provided by the funders for the purposes of carrying out the Project/ Partnership/??;
- ‘**Funders**’ means ???/(list the funders), the bodies providing the funding for the Project/Partnership/??? and whose rules and regulations must be obeyed, as set out in the Offer Letters in Appendix ?? to this Agreement;
- ‘**Liability**’ means all and any liability, costs, losses, expenses or damages suffered or incurred by the Partner/s and all and any claims made against any of the partners in the delivery of this Agreement;
- ‘**Month**’ means a calendar month;
- ‘**Offer Letters**’ means the funders’ conditions of contract relating to the funding as set out in Appendix??;

- **‘Project’** means the whole of the activity which relates to the total funding/collaboration and which may include one or more programme;
- **‘Project Advisory Group’** means the group set up to offer strategic direction and monitor the progress of the Project;
- **‘Trade Marks’** means the registered trademarks belonging to the Partner or otherwise made available for use by any of the Partners in the Agreement;
- **‘Year’** means a 12-month period commencing on the commencement date or any subsequent anniversary of it.

Article 1 - Project Objectives

What to do here - set out the purpose and objectives of the partnership.

The “xxx” Project shall contribute to the objectives set out in xxx or shall contribute to delivering goals xxx of xxx.

The Project objectives are as follows:

- xxx
- xxx

Article 2 - Structure of the Partnership

What to do here - set out what each Partner will do, who takes responsibility for what and how the partnership will operate on a practical basis - do you need to set up a steering group? If so, what will the role of the group be and who will be part of it? Also try to embed values and shared understanding.

The obligations of xxx (Partner 1) are to:

- xxx
- xxx

The obligations of xxx (Partner 2 etc.) are to:

- xxx
- xxx

Both/All/Some Partners agree to share responsibility for:

- xxx
- xxx

TOP TIP - We have found it useful to agree broad principles under which the partnership will operate. Below are some common ones that can be adapted to suit your collaboration.

The Agreement also endorses the following:

- That this is a partnership in which the Partners agree to support each other in the delivery of all aspects of the Project/collaboration
- The Partners agree to work in the best interest of the participants
- The Partners agree to share best practice within the partnership
- The Partners will work together with mutual respect
- The Partners recognise their responsibilities to each other – a failure or significant error by one Partner reflects upon and may affect the other Partner and the wider Project as a whole

Article 3 - Finances

What to do here - clearly lay out all the budget implications and think about how you might share and administer any income and profit.

- 3.1 The Partners approve a provisional budget of xxx for xxx (outline what you will be doing with this sum). This cost is detailed in the budget shown in the Appendix xx.
The budget includes xxx (say what it covers)
The budget does not cover xxx (say what it does not cover)
- 3.2 Each of the Partners will contribute/be awarded:
Partner 1 – £
Partner 2 – £
Partner 3 – £ so on.....
xxx shall also contribute
- 3.3 Each of the Partners will pay/receive the above sums (outline when and how much) by bank transfer
- 3.4 Partner X will be responsible for holding the funds and maintaining records of Project expenditure. Partner X will report to the partnership.
- 3.5 Any profits determined by the partnership will be distributed equally/??% between the Partners
- 3.6 All Partners should retain for audit purposes, all files, documents and data about the part of the Project for which it is responsible for a minimum of 6 years after the project has been completed².
- 3.7 All Partners must acknowledge that project funds cannot be used to cover the cost of VAT where the Partner is VAT registered and can recover all or some of the VAT.
- 3.8 Partners that are VAT registered, or subsequently become liable to register for VAT, must keep proper and up to date records and you must make those records available to the Partners if requested.
- 3.9 Where Project funds are used to buy any assets, such as buildings, vehicles, computer equipment or intellectual property costing more than £x, you will ensure the purchase order is put out to competitive tender to ensure the best value for money is achieved.
- 3.10 Any assets purchased as part of the project must not be sold, or given away during the period of their economic life without obtaining written consent from all members of the partnership.

² HM Revenue and Customs requires financial records to be kept for 6 years. Double check how long the records you are creating should be kept. This may relate to guidance provided by a funder for example.

- 3.11 The **Partner X** is responsible for reclaiming any tax rebates such as gift aid, or R&D tax credits where the partnership is eligible to do so. It is the responsibility of the **Partner X** to ensure that the partnership complies with necessary eligibility criteria.
- 3.12 New merchandise, e.g. a catalogue, produced by Project Partners or **Partner X**, in connection with the Project, may only be created with the consent of the appropriate copyright holder(s). It may be necessary to pay royalties (to ***) for use of project images or artefacts. Any profits will be distributed, as outlined in clause 3.5.

Article 4 - Management

What to do here - set out key deadlines and responsibilities in addition to those suggested below. Be very specific as this will help later if there are feelings that one Partner is not honouring the agreement and will help reduce the risk of misunderstanding. Refer to your full Project plan or programme.

- 4.1 The Partners have responsibility for ensuring regular monitoring of the actions undertaken by the Project Partners on an ongoing basis.
- 4.2 The Partners are responsible for submitting interim reports throughout the lifetime of the project and an end report. These reports should provide details of the activities undertaken as part of the Project, the progress/outcomes achieved against targets, expenditure incurred, an explanation for any variances against the work plan's targets for physical outputs and budget, and proposed corrective actions, and any other information deemed relevant.
- 4.3 Partners' specific activities and responsibilities are identified in the appendices.

TOP TIP - Define the obligations of each Partner so there is no misunderstanding about who does what.

Article 5 - Administration

What to do here - state very clearly who will do what in administering the Project and crucially what is expected in terms of meeting attendance. This will help stop imbalance in the partnership and feelings of lack of involvement or commitment to a Project. Consider how information will be shared and if there is a need for things such as a Project newsletter/ blog or establishment of email list or use of another communication tool.

- 5.1 Partners must attend meetings xxxx (insert as required); these will be minuted.
- 5.2 Every Partner is committed to providing the information needed to draw up progress reports and other specific documents required by the funders xxx (list if any), trustees, steering group.

Article 6 - Ownership & Rights

What to do here - take time to consider this as it will save you a lot of time and negotiation in the future; consider if joint ownership is appropriate.

- 6.1 All intellectual property rights and copyright will belong to XXXX (unless stated otherwise), with agreement for use by the Partners. Anything physical produced under the agreement belongs to the commissioning partnership (unless stated otherwise).
- 6.2 The result of the joint activities covered by this agreement concerning reports, documents, studies, electronic data and other products, be they disseminated free of charge or commercially, are the joint property of all Partners.

Article 7 - Communications & Sharing Success

What to do here - Partners and funders are going to like you more if you remember to acknowledge them. As projects grow make sure everyone remembers the requirements for this. Think about how you will acknowledge the other Partners and/or funders

- 7.1 The Partners will work collaboratively to jointly communicate and publicise the outcomes of the partnership acknowledging any funders' or stakeholders' requirements.
- 7.2 The Partner must ensure that all participants are aware of the support of the funders. The Partner will comply with the stipulations as set out by the funders or stakeholders in terms of publicity requirements and will display logos as required on any materials relating to the Project; it will also ensure that this is done by any of its contractors. Partners will make available to each other all relevant logos and emblems and will provide guidance on their use.

TOP TIP - Avoid future tension by getting the easy parts of communication right - take the time to discuss and define the basics such as logo hierarchy and placement, if and how each Partner's brand guidelines are used, credit straplines, etc.

- 7.3 The Partners will present all Partner, funder and sponsor logos, credits and straplines on all media and materials in the agreed hierarchy and configuration, and at the agreed minimum size for the media. Add specific details as relevant.
- 7.4. The Partners will use the agreed branding for all Project media and materials. Add specific details as relevant.

Article 8 - Agreement Changes

What to do - before thinking about the process, examine where the risks to the partnership lie and set out realistic scenarios.

- 8.1 All Partners must promptly inform the Partners with details about events that could jeopardise the implementation of the agreement.

- 8.2 Should the non-fulfilment of obligations occur, a Partner may be debarred with approval of other members of the xxx (reflect operating structure). Any funders xxx (name them) shall be promptly informed of such a decision.
- 8.3 The debarred Partner is obliged to refund to the Partners any funds received which cannot be proven on the day of debarring that they were used for the implementation of the agreement.
- 8.4 In cases where the non-fulfilment of a Partner's obligations has financial consequences for the agreement as a whole, the Partners may demand compensation to cover the sum involved.
- 8.5 Any modification to the Partnership Agreement shall be noted in an additional clause to this contract. This clause must be approved by the project Partners.

Article 9 - Disputes

What to do - think carefully about how this will work and if you don't have systems in place design and agree them. The court action section is often standard in agreements and used by others but please check with a lawyer.

- 9.1 Where there is a conflict, dispute or difference within the partnership a commitment will be made to try and resolve the matter through senior team members. If this is not possible the Project steering group or xxx shall be appointed to mediate the dispute. If this fails all disputes concerning the interpretation or application of this agreement will be settled in accordance with the law of England and Wales and shall be regulated by the competent Court in England and Wales.

Article 10 - Duration of Agreement

- 10.1 This Partnership Agreement will begin on the date it is signed by all partners and end on (if there is one) unless extended by mutual agreement or is terminated due to
- 10.2 The Project is expected to take days/months/years to deliver and can only be altered with written permission from (mention any funder). Any changes need to be agreed by the Partners.
- 10.3 Following the termination of the agreement, all Partners must comply with the obligations set out by the funders concerning the keeping and filing of documents.
- 10.4 This Partnership Agreement sets out the manner in which the Partners intend to collaborate to ensure the delivery of the agreement.

Declaration

Signed for and on behalf of

4 USING YOUR AGREEMENT

Once produced, remember that your partnership agreement is a really useful document, so use it. If you are preparing your agreement prior to securing funding have a conversation about which elements are most important to each partner. If you know what matters most to each partner it will help you identify the most suitable funders and enable the partnership to adapt to change.

5 ABOUT TEG AND CORNWALL MUSEUMS PARTNERSHIP

TEG is the national network for touring exhibitions. It is an independent membership organisation concerned with promoting and supporting touring exhibitions, on behalf of exhibition hirers and originators, as well as delivering research and training. Members include professionals from galleries, museums, libraries, art and science centres, as well as sector service providers. The organisation is run by a volunteer committee drawn from museums and galleries across the UK, supported by a small secretariat. TEG is committed to supporting the exchange of exhibitions as a means of sharing ideas, materials and resources, in the belief that touring extends public awareness, knowledge and enjoyment of historical and contemporary culture.

Cornwall Museums Partnership is a charity which exists to support all museums in Cornwall. We develop and manage collaborative programmes of work which are designed to help museums raise standards, engage with more people and to be sustainable and resilient. We help museums to do the things that some find difficult to do on their own including advocacy, audience development, fundraising and workforce development. We have considerable experience of partnership working, having initiated, coordinated and evaluated many multi-partner projects since 2012.

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www.teg.org.uk