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| **Partnership Agreement Template****Concept Title Goes Here** |

Partner Organization 1

Point of Contact

Partner Organization 3

Point of Contact

Partner Organization 5

Point of Contact

Partner Organization 2

Point of Contact

Partner Organization 4

Point of Contact

Partner Organization 6

Point of Contact

# template Purpose and Context

This template is to be used to develop a partnership agreement, which is a critical document that concisely captures the partners’ mutual understanding of and plan for operationalizing a partnership. It includes key components such as partners, purpose, roles, contributions, activities, governance, reporting, marketing, and legal considerations of a partnership to serve as a guiding document for implementation. It should be completed during the Align phase of the LABS methodology described in *Partner with Purpose*. Specifically, it should be used during the **Negotiate and Structure** sub-phase, building upon the concept note that is finalized during the Prioritize and Co-Create sub-phase (the concept note template is available at SteveSchmida.com).

Partnership agreements can come in many forms and bear various names: a memorandum of understanding, a memorandum of agreement, a letter of intent, and so on. This template is provided for general information purposes only; it does not constitute legal or other professional advice. Before using this template, you should consult with legal counsel to determine what is best for your situation.

If your partnership has more than two partners, a key decision you will need to make is whether to negotiate a single partnership agreement signed by all the partners or a series of bilateral agreements that you sign with each of the partners. In general, though **a single agreement** may take longer to negotiate, it is **generally more transparent**, since all parties agree to all aspects of the partnership, and therefore preferable.

Note that, in addition to the partners themselves, it may be useful to have **critical external stakeholders** sign on to the partnership agreement, perhaps as witnesses. For example, if a partnership is going to work in a particular locality, having a local government leader as a signatory can help ensure buy-in at the community level.

When crafting a partnership agreement, the best practice is to refrain from making partner commitments legally binding. This simplifies some of the lawyering and puts the minds of corporate risk managers at ease. **Partnerships are built on trust**, and the agreement merely codifies that trust.

What follows should not be considered legal advice, but rather an outline of some of the elements your partnership agreement needs to cover, including instructions as well as key considerations to help frame each section. Use this template as the starting point and update the sections and level of detail to partners’ satisfaction.

\*Instructions and key considerations are found in grey and can be removed before presentation.\*

# partnership Members

## *Who are the members of this partnership?*

## In this section give a brief description of each partner organization.

## Partner A

## Partner B

## Partner C

# purpose

## *What are the partners aiming to achieve through the partnership*?

## What are the shared goals and objectives? The partnership goal is a clear and succinct summary of what the partners hope to achieve through collaboration.

## First, describe what is the problem we are trying to solve? In this context, the term problem may mean more than a headache or a challenge; a problem can also refer to a business or market opportunity.

## The purpose statement should be framed so that indicators can be developed to evaluate progress and success.

## A. Partner Motives

For each partner, clearly and succinctly summarize the partnership’s value proposition. By understanding and being transparent of motives, partners can use the **partnership results chain** to design partnership activities as well as measure and manage the partnership’s impacts.

## Partner A

## Partner B

## Partner C

# roles and responsibilities

***What roles will the various partners undertake in the partnership? What responsibilities will each partner have?***

The best way to concisely convey this information will vary depending on the model of cross-sector partnership being developed. In this section, first describe the partnership modality (joint project, joint program, multi-stakeholder initiative, collective impact, or a hybrid approach). Then summarize partner roles and responsibilities that are matched to their motives, core competencies, and resource contributions. For more complex partnerships, consider using a matrix to summarize roles and responsibilities. A bulleted list can be used for simpler partnerships.

One approach is to list each partner and complete the statement “Partner A intends to…” with a description of what role the organization will play and the core competencies they will bring with them to the partnership.

## Resource Contributions

Summarize resource contributions each partner has committed to in order to set the stage for partner accountability. What resources are the partners contributing to the partnership? When possible, define partner contributions with a specific dollar amount of funding to be provided. Can other resources be quantified? What is the timetable by which the resources will be delivered?

Each partner contributes something of value to the partnership. These contributions, also known as **inputs**, can take many forms—funding, investment, expertise, technology, market access, legitimacy, network—depending on the focus, complexity, and goal of the partnership as well as the capabilities and resources of the partners.

# activities and results

***What activities or tasks will be completed under the partnership?***

Are there phases to the project or program? How will these be sequenced? In the partnership agreement, give an initial high-level work plan of how the partners will use the inputs received to conduct activities aimed at achieving the intended goal—recognizing that the plan will need to adapt to lessons learned and changes to the broader context.

Each activity should have a clear result that is linked to the partnership goal and the partners’ motives. The results need to be clearly articulated and tracked through concrete indicators. We recommend using the acronym **SMART** to define your results indicators according to five criteria. The indicators should be able to be tied back to discrete components of the partnership objective statement:

* **Specific**. Be as clear as possible about what you want to achieve, defining it in terms that everyone can agree upon.
* **Measurable**. Use indicators that can be tracked and measured in numerical terms. Cost may play a role in the indicators you develop, since some indicators are relatively easy to track and measure, while others can be very expensive. But within the limits of practicality, the more precisely measurable, the better.
* **Achievable**. For the partnership to have a reasonable chance of success, each indicator needs to be achievable within a realistic time frame and at an affordable cost.
* **Relevant.** The achievement of each indicator should contribute demonstrably to the partnership goal.
* **Timely.** Indicators need to be time-bound, with subsidiary benchmarks to help track progress toward their achievement.

Consider using a Gantt chart accompanied by narrative summary to display the activities in a time-sequenced order that can be tied to the **partnership results chain**.

# partnership governance

## *What governance structure will be established for the partnership?*

## This section should start with a brief description of governance structure and protocol and will likely include several sub-sections dependent upon the partnership modality and partner requirements. Some likely inclusions are listed below.

## A. Coordination and Administration

How will the partnership be managed on a day-to-day basis?

## B. Meeting Cadence and Attendance

How frequently will the partners meet, are there different tiers of meetings for different types of partners?

## C. Decision Making Process

How will key decisions be made? What qualifies as a key decision?

## D. Publicity, Branding and Communications

How will the partnership communicate to external audiences?

## E. Accountability and Conflict Resolution

Who is accountable for key aspects of the partnership? Should there be a conflict between partners, through what mechanism will it be resolved?

## F. Ownership of Revenues and Intellectual Property

If the partnership is going to produce revenue flows or generate intellectual property, who will own or control these?

## G. Confidentiality

What information must be kept confidential?

## H. Termination

What is the process and timeline for withdrawing from the partnership?

# measurement and reporting

***How and when will the results indicators be measured? How will information about activities and financials be shared among the partners and other stakeholders*?**

Note that if the partnership is receiving funding from a government donor, this section may be more expansive than if there is not government funding due to anti-corruption measures.

# Signatories

Partner Organization 1

Signatory

Partner Organization 3

Signatory

Partner Organization 5

Signatory

Partner Organization 2

Signatory

Partner Organization 4

Signatory

Partner Organization 6

Signatory