# INSTRUCTIONS

**Partnership Agreement**

partnership tool

This tool is for use in the ***Plan and Activate***phase of the CEIH partnership process.

This template provides a suggested structure and examples of what could be included within a Partnership Agreement.

***How to use the tool:***

**Before you start**

* Confirm that a Partnership Agreement is the most appropriate type of agreement for your partnership
* Ensure that you have leadership approval to pursue a Partnership Agreement

**Once you are ready to get started**

* Update yellow highlighted text and review/modify all italicised text to suit partnership’s specific needs
* Delete all blue and grey text box guidance
* Edit the Agreement as needed when there is more than one Partner organisation

PARTNERSHIP AGREEMENT

PARTNERSHIP TITLE

**BETWEEN**

**[INSERT PARTNER LOGO]**

**[INSERT NAME OF PARTNER 1]**

of [Insert Address] (“**Partner 1**”)

**-AND-**

**[INSERT PARTNER LOGO]**

**[INSERT NAME OF PARTNER 2]**

of [Insert Address] (“**Partner 2**”)

**[REPEAT FOR ANY ADDITIONAL PARTNERS]**

**Dated** [date] day of [month] [year].

# BACKGROUND:

|  |  |
| --- | --- |
|  | Insert a brief description of partners including how/why working together in partnership will support adoption of excellence in healthcare and innovation. |

[Insert background details of partnering agencies]

[Insert summary details of any history of collaboration between the partnering agencies to date and/or why it makes sense to partner]

# VISION AND AREAS OF MUTUAL INTEREST:

|  |  |
| --- | --- |
|  | Jointly establish and outline a shared vision and provide a brief overview of areas of common interest that will be pursued throughout the partnership. If specific areas of interest and mutual action have not yet been established, keep this information broad. |

The vision of this Agreement is to [Insert single sentence summary]. The following areas of mutual interest will be pursued and further progressed by the partnership and supported through a collaborative action plan:

* [Outline areas of mutual interest].

# OBJECTIVES

|  |  |
| --- | --- |
|  | Depending on the level of detail around your partnership at this stage, you may not be able to complete this section in detail yet. |

The objectives of the partnership include:

* [Outline specific objectives of the partnership].

The detail of how these partnership objectives will be achieved will be described through a co-developed action plan approved by the partnership governance group.

# COLLABORATIVE PARTNER ROLES AND RESPONSIBILITIES

|  |  |
| --- | --- |
|  | At 4.1 insert the joint roles and responsibilities partners have agreed to fulfil and work together in partnership towards. Edit, update, delete and/or add points as necessary below. Sub-sections 4.2 and 4.3 are for actions/resources that may be specific to each partner e.g. Partner 1 takes leadership for evaluation etc.  *Note: Examples have been provided in italics; please edit, remove, or update these as required.* |

* 1. All Partners commit to:
     1. *Providing strong and visible leadership support for the partnership and processes of the collaboration.*
     2. *Being accountable to each other for the delivery of their commitments and being co-accountable for the delivery of the partnership.*
     3. *Promoting partnership achievements and outcomes through shared acknowledgment and recognition.*
     4. *Working together to define what success looks like, agreeing to metrics for measuring success and development of an evaluation plan for the work.*
     5. *Regularly reviewing how effectively the partnership is operating and working together to make necessary adjustments.*
     6. *Being open and transparent, ensuring the partnership raises any challenges being faced and works through the challenges collectively to develop and implement solutions.*
     7. *Delivering a human-centred approach for the partnership to ensure consumer perspectives and solutions are central, e.g., through stakeholder engagement and consideration of health equity.*
     8. *Partners will ensure that, to their best endeavours, matters of significance will remain confidential and not enter the public domain and the information will only be used for the purposes of the partnership and related activities. The public release of information on matters of significance will be mutually agreed.*
  2. [insert Partner’s name] commits to:

[add any partner specific roles and/or resources to share].

* 1. [insert Partner’s name] commits to:

[add any partner specific roles and/or resources to share].

# AGREEMENT TERM

|  |  |
| --- | --- |
|  | Consider the timeframe necessary for your partnership agreement and document it in this section. |

The agreement commences on the date (or nominated date) both Partners have signed this agreement and continues until [insert day month year]. Extensions to this term can be made by agreement of all Partners.

This agreement is not intended to create legal relations or legally enforceable obligations between the partners.

Any Partner may exit this agreement at any time via written notification to the other Partner 30 calendar days in advance of the desired exit date, at which point the activities under this agreement shall cease. Ending this agreement shall not affect the validity or duration of activities agreed upon pursuant to this agreement and initiated prior to the exit date.

# GOVERNANCE AND REPORTING

|  |  |
| --- | --- |
|  | Outline the expectations and responsibilities to foster accountability in relation to the provision of good governance (including governance structure and working partner relationships) and reporting.  *Note: Examples have been provided please edit, remove and update these as required.* |

* 1. *A leadership/governance group comprised of XX representatives from each Partner organisation will provide expert advice and strategic oversight of the implementation of the Agreement.*
  2. *A working party will be established to support the implementation of the Agreement as directed by and reporting to the leadership group.*
  3. *A collaborative action plan will be developed and approved by the Partners within XX months of the commencement of the Agreement.*
  4. *A closure report and/or evaluation report will be provided to close the partnership and/or progress reporting will be provided to the Leadership group.*

# CONTACT DETAILS

|  |  |
| --- | --- |
|  | It is recommended that the contact person listed is equivalent to a director level or above. |

Any communication including a notice, approval, consent, or other communication in connection with this Partnership Agreement can be directed to:

* 1. [Partner 1], to:

[Insert Name], [Insert Position]

[Insert Address]

[INSERT CITY] [INSERT STATE] [Insert Postcode]

Email: [Insert Email Address]

* 1. [Partner 2], to:

[Insert Name], [Insert Position]

[Insert Address]

[INSERT CITY] [INSERT STATE] [Insert Postcode]

Email: [Insert Email Address]

# COOPERATION

Effective collaboration and partnership requires commitment to working together, clear and transparent communication and openness to partnership improvements; however, it is acknowledged that disputes and disagreements may occur. The Partners, therefore, must agree that matters of significance will be discussed in an honest manner, without prejudice and in confidence.

# MONITORING AND REVIEW

* 1. This agreement will be reviewed and amended XX (e.g., annually) or as needed by Partners to ensure that it is delivering the shared objectives and meets the needs of each Partner.
  2. Any variations, modifications, or amendments required to the agreement will be done via written agreement of the Partners.
  3. The partnership will be evaluated and monitored to allow for continuous improvement of partnerships. This will support a common understanding between Partners about what is working well and areas to work on. To support this, partners will participate in relevant review processes *(for example, through completion of a ‘Partnership Pulse Check’)* at various stages of the partnership.

# OTHER

|  |  |
| --- | --- |
|  | Outline any other conditions that do not fit in the categories above. This may include but is not limited to branding, publication, data and information sharing and any additional considerations around communication.  *Note: The below items are recommended, please review carefully before deleting. Edit and add extra as required.* |

* 1. *Partners agree that the public release of information of matters of significance will be mutually agreed.*
  2. *Partners agree to notify each other prior to publication of articles and presentations related to the partnership work. Partners will be provided with the opportunity to provide feedback and suggest amendments within a reasonable set timeframe (e.g. 14 days prior to an academic publication). If no notification of feedback or amendments are provided within the set timeframes, then it will be deemed that consent has been provided.*
  3. *All partners will be acknowledged in publications/presentation related to the partnership.*
  4. *Where appropriate documents, resources and publications related to the work of the partnership will be co-branded, including both partners logos.*
  5. *Partners will share data/analytics and information (where permitted) that supports achievement of the objectives of the partnership.*
  6. *The Partners agree to comply with data sharing principles and complete a data sharing agreement, should any data be shared for the purposes of fulfilling the Agreement. (Refer to the Public Sector (Data Sharing) Act 2016 for further guidance when sharing data between state government agencies and non-government organisations).*
  7. *Partners agree to follow best practice in data security, governance and data sharing across the relevant legal, regulatory and governance environment in line with relevant policies.*
  8. *Partners acknowledge that ownership of Intellectual Property rights in the materials created or developed by either (or both) Partners in the course of its performance of the Agreement (“Materials”) is owned by XX. OR Each Partner will retain exclusive interest in, and ownership of its Intellectual Property developed prior to entering this agreement. Intellectual Property created or developed by either (or both) Partners in the course of its performance of the Agreement (“Materials”) is jointly owned by Partners.*

# EXECUTED AS A PARTNERSHIP AGREEMENT

**SIGNED** for [**PARTNER 1]** by:

…………………………………………….

[Insert Name], [Insert Position]

Date: [Insert Date]

**SIGNED** for [**PARTNER 2]** by:

…………………………………………….

[Insert Name], [Insert Position]

Date: [Insert Date]