

# Partnership Agreement Templates

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## Copyright Statement

Production of *Partnership Agreement Templates* has been made possible through financial contributions by the AIDS Bureau, AIDS and Hepatitis C Programs, Ministry of Health and Long-Term Care, Ontario.

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The following templates are adapted from the OODP document “A Partnership Agreement Toolkit for HIV/AIDS Organizations and Programs” – September 2015. Included in this document are two differently formatted versions of each template. Clicking on the links below will take you to the section you are looking for.

1. [Template #1 – Operational Agreement \(numbered document format\);](#)
2. [Template #1 – Operational Agreement \(table format\);](#)
3. [Template #2 – Sample Letters of Agreement \(with explanations in Tracked Changes comments\);](#) and
4. [Template #2 – Sample Letters of Agreement \(table format\)](#)

## Template #1 – Operational Agreement (numbered document format)

- In the following version of this template, examples of the kind of text you might include are included in each section.
- These are suggestions only; depending on the nature of the partnership and the number of administrative, staffing, financial and other supports required to be successful. You may wish to be more prescriptive and descriptive or less so:
  - For more complicated arrangements, it is best to be detailed. When developing your partnership agreement discuss potential scenarios and anticipate the types of challenges that could arise. Put provisions in place to build trust and support open communication. Avoid putting processes in place that are administratively cumbersome or time-consuming.
  - For simpler partnerships, or collaborations between organizations with a long and successful, trust-filled history of working together with established communication patterns, be less detailed, *but still include the necessary project parameters*.

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### (COVER PAGE)

#### Writing or Editing Considerations:

- Choose an abbreviation to refer to each Partner.

- Choose a short title to describe the collaboration.
- If the Partnership is between an unincorporated entity such as Gay Men's' Sexual Health Alliance or the Committee for Accessible AIDS Treatment, then name the trustee for the sake of accountability.

Sample Text for Illustrative Purposes:

*This Partnership Agreement is made between the following agencies or entities:*

Agency A  
&  
Agency B on behalf of Unincorporated Entity (Entity C)  
&  
Clinic D  
for

*HIV Testing, Treatment & Adherence Support Services for Gay Men*

**1. Definitions**

Writing or Editing Considerations:

- Clarify anything open to misinterpretation, and that isn't clarified in another section.

Sample Text for Illustrative Purposes:

- *Financial contribution: means a sum of funds contributed by either Agency A, Agency B for Entity C, or Clinic D to pay for services or goods required under this Partnership, and that are not otherwise paid for in either organization's regular budget.*

- *In-Kind Contribution: means a contribution of a good or service funded or purchased in either organization's regular budget, or an asset purchased in either organization's previous budget year.*

## 2. **Term of the agreement**

### Writing or Editing Considerations:

- Indicate the start and end date – or if no set end date, the date the project will be reviewed for renewal.

### Sample Text for Illustrative Purposes:

- This pilot project begins April 1st 2017 and ends March 31st 2019. It will be reviewed in February 2019 for possible renewal.

## 3. **Ontario HIV/AIDS Strategy Goals & Activities this project aims to meet**

### Writing or Editing Considerations:

- In this section, carefully think through how the partnership/collaboration meets the specific goals and activities listed in Schedule A or B, and if possible, identify which elements along the cascade will be addressed (e.g. early intervention, connection to treatment, long-term quality of life support(s)).

### Sample Text for Illustrative Purposes:

- *In this coordinated approach, we will increase the number of gay men diagnosed with HIV linked to HIV care; increase the number of gay men retained in HIV care; on treatment; and that achieve an undetectable viral load.*
- *We are targeting Goals 3, & 4 of the Ontario HIV/AIDS Strategy, and will perform the specific activities from the Ontario AIDS Bureau Schedule A & B Reference Guide that are listed below:*

- *Goal 3: Diagnose HIV infections early and engage people in timely care.*
  - *HIV testing – targeted to priority populations*
  - *Pre/post-test counselling*
  - *Ensure people newly diagnosed are referred to treatment services, have access to information about HIV, living with HIV, the importance of early and regular care, and HIV-related services*
- *Goal 4: Improve the health, longevity and quality of life for people living with HIV.*
  - *Support services for people living with HIV and their families*
  - *Referrals to appropriate health and social services*
  - *Programming responding to people at risk for dropping out of care/adherence issues*
  - *Case management services for people with more complex needs and barriers to care and treatment.*

#### **4. Description of Collaborative Activities and Services**

##### Writing or Editing Considerations:

- *State succinctly but in sufficient detail what actual services are being provided, where, when and by whom.*
- *It is important that resources are organized in ways to support the effective and streamlined delivery of services, making sure to avoid potential problems that could develop. Put provisions in place to avoid this as needed.*

##### Sample Text for Illustrative Purposes:

- *Agency A, Agency B for Entity C, and Clinic D are partnering to coordinate counselling, testing and treatment services for Gay Men and other Men Who Have Sex with Men in Durham Region.*
- *The service components are:*
  1. *Counselling & Testing:*

- *Agency A, and Entity C will actively promote HIV testing in campaigns targeting gay men and highlighting the gay-sensitive services offered in collaboration with Clinic D*
- *Clinic D will promote gay-sensitive services on its website.*
- *On Tuesdays, Clinic D will provide testing on site at Agency A*
- ...

#### *2. On site Testing & Treatment*

- *Treatment will be offered by Clinic D on site at Agency A on Mondays and Tuesdays, and at Agency B on Thursdays.*
- ...

#### *3. Adherence Support*

- *Agency A & B, together with staff from Clinic D, will offer adherence support sessions and support groups on the following days...*

### **5. Collection, Storage and Sharing of Private and Confidential Client Data**

#### Writing or Editing Considerations:

- *What client-related and other type(s) of information is shared between staff in the Partner agencies?*
- *What referral systems are in place?*
- *How will clients be informed of this? Have they provided consent? Is it stated in an explicit way? Are new forms required?*
- *How long will confidentiality agreements last – for the duration of the agreement or forever?*
- *Ownership of data: It is suggested that one master file or record be created and maintained for each client, as is typical with interdisciplinary or multi-service team environments. Data can be collected by various staff team members, but it should be stored in one place with one organization responsible to protect and maintain the data. Staff team members should be authorized to access the data as needed.*

Sample Text for Illustrative Purposes:

- *Interdisciplinary staff team members will have access to the client master records as needed.*
- *Clients served under the project will be informed at intake or first contact that the project is a collaboration of all Partners, and how information about them might be collected, stored and shared. A consent form will be signed and dated to be kept in their client file.*
- *Individual staff team members may take private case notes related to their component of the service, but they will be housed/stored in the client master record and a protocol that sets out how/when team members can share client health information as needed will be developed*
- *Confidential Health data (client health records) will be kept only by Clinic D and, with client consent as part of joint treatment adherence efforts. Client health information will be shared with staff of Agency A or Agency B only as needed.*
- *Referral information will be shared among Partners.*
- *Project financial data will be kept by Agency B.*
- *Aggregate client data collected (service stats) under the specific project funding will be accessible to any of the Partners to the Agreement for statistical reporting purposes as needed.*
- *Aggregate data from Clinic D will be collected and given to Agency B for roll-up.*
- *Agency B will include this data in quarterly reports to project managers.*
- ...

**6. Financial contributions**

Writing or Editing Considerations:

- *What will each Partner contribute in dollars?*
- *Under what payment schedule or conditions will these contributions be made?*
- *Who will be responsible for bookkeeping and financial reporting on behalf of the project/ initiative?*
- *What will happen if a Partner is late or reneges on its contribution?*



Sample Text for Illustrative Purposes:

- *Agency A will provide \$25,000 per year towards the project and Agency B will provide \$40,000 per year. Bookkeeping services will be provided by Agency B. Agency A will make payments quarterly, within 15 days of the beginning of each quarter.*
- *If payment timelines are missed, Agency B will follow up with reminders within one week of the due date. If after a reasonable time has elapsed, Agency A has still not made its payment, Agency A will make itself available forthwith for a meeting to discuss any extenuating circumstances.*
- *If within two months of the quarter, payment has still not been made, this Agreement, regardless of the circumstances. Termination of the Agreement under these circumstances is not automatic – it must be initiated by Agency B.*
- *Agency B will provide detailed quarterly financial reports to Agency A. Bookkeeping records will be made available for review by Agency A upon request. Additionally, all other requests for financial information about the project will be made in writing (email or other) for response by Agency B as needed.*

**7. In Kind Contributions**

Writing or Editing Considerations:

- *What other kinds of non-monetary contributions will be made?*
- *What will each Partner contribute?*
- *Under what schedule or conditions will these contributions be made?*
- *Remember to include: space, training opportunities for Partners' staff, equipment, software access, and/or anything else.*

Sample Text for Illustrative Purposes:

- *Agency B will provide the use of its computers at 15 Main Street to clients of the project, except on Thursdays when staff of Agency B are conducting weekly evaluation surveys.*
- *Agency A will provide its boardroom at 25 Shady Pines Lane on Wednesday evenings for the project's support group.*
- *Agency B will allow clients registered in the project to access its supply of transit tokens, donated by the local transit commission.*

- *Staff of Agency A will be allowed to participate in monthly in-service trainings provided by Agency B.*

## 8. Communications Protocols

### Writing or Editing Considerations:

- *Open and transparent 2-way communication or between multiple project partners is key to managing a successful partnership. This section may start with less detail and need to be amended to include greater detail if problems arise.*
- *Considerations:*
  - *Organizations who have not been clear in this regard have run into problems later, especially when there is a power imbalance between the Partners (for example, if one agency is bigger than the other) and the smaller organization does not feel it is being consulted properly.*
  - *Establish an email protocol that outlines the type of communication issues to be managed by email (e.g. day to day operational issues)*
  - *Establish a schedule of meetings – confirm the amount of time needed and processes that will be followed (e.g. agendas, minutes, Chairperson, procedural rules, etc.)*
  - *Establish meeting norms/expectations if needed, e.g. timeliness, etc.*

### Sample Text for Illustrative Purposes:

- *General*
  - *Communication regarding the ongoing management of the Project will be primarily between the Program Director of Agency A and the Director of Services of Agency B.*
  - *Each Partner shall be held responsible for timely and clear communication, and for actively seeking information rather than waiting for it to be received. Time is of the essence in all communication matters.*
- *Calls and emails:*
  - *The Director of Services of Agency B will check in by phone weekly with the Program Director of Agency A to give a general update. If there is a contentious situation, these calls should be made at least three times per week until the*

*situation is resolved. Messages left by either Partner will be returned by the other Partner by the end of the business day.*

- *If important information is to be communicated, or new agreements are made, phone calls should be followed by an email summary of decisions made. The person initiating the call is responsible for summarizing this information, but either Partner may add to the information.*
- *Notice of meetings & notice of decisions made:*
  - *Meetings will be set at the beginning of each quarter for the next three months. The schedule will be mutually agreed to by all Partners. No single Partner may call a meeting outside of this schedule, unless it is of an urgent nature.*
  - *A schedule of meetings will be distributed by Agency B. Reminders and meeting agendas will be sent by email but it is the responsibility of each Partner to keep track of the meeting schedule and materials as needed.*
  - *If any Partner cannot make a meeting and an alternate time cannot be arranged, a delegate will be sent. Non-attendance of the meeting does not invalidate any decisions made at the meetings.*
  - *While formal minutes need not be kept, decisions made at all meetings (along with who is responsible for action items and by when) will be documented and sent to all Partners (in attendance and absent) by email within two business days.*

## **9. Human Resources**

### Writing or Editing Considerations:

- *If new staff are hired as part of the partnership, one agency must be designated as the legal employer and take on all legal and other employment related obligations as required by law and relevant statutory requirements including employment standards, and human rights or health and safety complaints and investigations.*
- *If existing staff are assigned to the project, the current employment relationship should be maintained.*
- *Canada Revenue Agency will look to the legal employer for any claims or issues with payroll and remittances.*
- *The employer is responsible for the recruitment, selection, training, orientation, daily supervision, performance management, discipline and termination of project staff.*

- *In the event that a consultant/ contractor is recruited to undertake the project's activities rather than recruiting a staff, one agency must be legally responsible for the contract. Similar decisions will need to be made regarding who selects the consultant/ contractor, who negotiates contracts, and who may terminate a contract.*
- *Considerations: staff hired in a Partnership need to have one clear employer and supervisor. If one of the other Partners wishes to provide input into staff performance monitoring as well, this should be arranged with a supervisor rather than front-line staff.*
- *The organization hiring will assume responsibilities not shared by other Partners and this must be recognized in the agreement.*

**Sample Text for Illustrative Purposes:**

- *As of (date), Agency B is considered the legal employer of the (position/employee). As such, Agency B is responsible for and will follow its regular and established work practices and policies related to the hiring, supervision, performance management, payroll, benefits, supervision and applicable personnel policies, direction, discipline and work activities for this position.*
- *In the event that Agency B chooses to terminate the employment of the position for any reason, Agency B will notify the other organizations/Partners in writing prior to the termination. The amount of any termination payment (or pay in lieu of notice) will be based upon the calculation as set out by the Employment Standards Act and will be the sole responsibility of Agency B as the legal employer.*
- *As well, Agency B will have sole responsibility as the employer for any such claims arising from any and all other applicable employment legislation (e.g. Human Rights Code, Occupational Health & Safety Act, Employment Standards, Labour Relations Act, Revenue Canada).*
- *Decisions: All partners may have input into hiring decisions, but the final decision will be made by Agency B. While every effort will be made by Agency B to consult with other Partners as appropriate in terms of general staff management, Agency B must respect standards of employee confidentiality, and has the right to protect its assets and reputation as the primary employer by acting swiftly if necessary in matters of discipline or termination of project staff. Discipline and termination decisions may be made unilaterally by Agency B without consulting other Partners, and Agency B is not obliged to report any such confidential information to other Partners of this Agreement.*

## 10. Project Decision-making

### Writing or Editing Considerations:

- *How will decisions be made? Consensus? Voting? What does consensus mean? If there are more than two Partners, will the majority carry?*
- *The decision-making process should be timely and streamlined to support the partnership to be successful. It should not create delays or should establish alternate delegates as a contingency in the event that one or more Partners fail to attend meetings. Agencies with low staff capacity need to consider an arrangement that is realistic, and support the project/initiative to move forward. Predicting such eventualities and developing guiding principles that can guide the other Partners may be one solution. These principles might define the level of seriousness of an issue – and name the kinds of decisions that absolutely cannot be made without consultation of the absent Partner. Another solution may be to ensure easy mobile phone access is possible for quick consultation on key decisions.*

### Sample Text for Illustrative Purposes:

- *Major decisions about the direction of the project will be voted on based on a show of hands from all Partners.*
- *Day-to-day decisions may be made by the staff on duty without consulting all Partners, and will be made in accordance with this Agreement and will follow the employer's regular workplace practices, any applicable laws, within the spirit of this Agreement's objectives, and in accordance with any adopted Terms of Reference.*
- *Decisions to amend or terminate this Agreement may only be made by the Executive Directors of each Partner.*

## 11. Dispute Resolution

### Writing or Editing Considerations:

- *A process should be negotiated and written into the agreement to anticipate how disputes regarding the management of the Partnership will be handled.*

Sample Text for Illustrative Purposes:

- *The following process will be followed if there are disputes relating to the handling of the project, coming from either Partner*
  1. *Step 1: the Partner with the dispute will call the other Partner or Partners directly and try to resolve it informally. If email will help, the issue may be laid out in a series of emails until there is resolution. Time is of the essence in responding to emails.*

*If a resolution is agreed upon by both Partners, the Partner who initially expressed a concern will ensure that the agreed upon resolution is written in a follow-up email.*
  2. *Step 2: If the issue cannot be resolved by phone, an in-person meeting will be arranged. Relevant Partners will be invited, unless confidential human resources issues are being discussed.*
  3. *Step 3: If the issue cannot be resolved after a meeting, the issue will be brought to the supervisors of the staff in question. If the dispute is between Executive Directors, and funding is at stake, the funders will be informed of any issues that cannot be resolved. A second meeting will take place with the funders, if the funders are willing.*
  4. *Step 4: If the issue still cannot be resolved, the Agreement will be amended or terminated if no consensus can be reached regarding the terms of the amendment.*
- *Exceptions to this process may be made in the following circumstances:*
  1. *Disputes regarding staffing, which may need to be handled while respecting employee confidentiality or obligations under employment law or the collective agreement.*
  2. *If the dispute is regarding a human rights issue, in which case it will be handled as per each agency's non-discrimination/ equity policies, and in compliance with the Ontario Human Rights Code.*

**12. Ownership of property purchased**

Writing or Editing Considerations:

- *Consideration should be given to defining who owns, at the end of the agreement, materials, equipment and other property obtained during the life of the agreement. Note that this may be defined by your funding guidelines.*

Sample Text for Illustrative Purposes:

- *Computers purchased by the project will remain the property of Agency A after the project terminates. Any office furniture will remain the property of Agency B after the project terminates.*

### 13. Insurance

Writing or Editing Considerations:

- *What insurance must be held by all Partners, if any? It is best to ask for recommendations on what is required from one Agency's insurance broker.*

Sample Text for Illustrative Purposes:

- *Neither Partner will rely upon the other for fire, liability, or other insurance coverage. Both Partners will pay for and keep in full force and effect Comprehensive General Liability Insurance of not less than five million dollars (\$5,000,000) per occurrence.*
- *All Partners will provide to the others evidence of such insurance policies, in the form of original documents, before any Partner begins work under this agreement.*
- *In addition, Agency A, at its own cost and expense, will be responsible for insuring the [insert any particularly expensive equipment not contained in regular insurance clause – perhaps medical equipment?] against loss or damage while such equipment is in its possession.*

### 14. Protection against liability

Writing or Editing Considerations:

- *Suggest a clause that will protect all Partners. While a long legal clause may be requested by partners, remember that this is not intended to be a legal document.*

Sample Text for Illustrative Purposes:

- *All Partners agree to indemnify one another against any and all losses, claims, damages, actions, causes of actions*
- *No Partner will be liable to any other Partner for any damages in connection with the services jointly offered in this agreement.*

## 15. Reporting

Writing or Editing Considerations:

- *What are the expectations from government or other funders regarding reporting? What responsibilities does each of the Partners have in producing data or narrative, financial or other reports for this purpose? What are the expectations of your boards of directors in terms of reporting?*

Sample Text for Illustrative Purposes:

- *The reporting of project data to funders will happen quarterly, as per the requirements of each funder.*

## 16. Monitoring & Evaluation

Writing or Editing Considerations:

- *Will the project/ initiative undergo a formal 3rd party evaluation?*
- *What will the participation of each Partner be in any evaluation or monitoring (this may go beyond funding or reporting requirements)?*



- *If an evaluation is to be done, consider external resources<sup>1</sup> that might help the team make decisions on scope and process:*

**Sample Text for Illustrative Purposes:**

- *In addition to regular narrative, statistical and financial reporting to funders, the Project/ initiative will be subject to a formal process and outcome evaluation conducted by Marville & Associates, or any other firm as contracted by Agency B, and as agreed to by Agency A.*
- *Staff of Agency A & Agency B will make every effort to facilitate this evaluation. As manager of the contract with the evaluators, Agency B will require interim reports in June 2018 and a final report by June 2020.*

## **17. Continuity**

**Writing or Editing Considerations:**

- *This section states that the agreement is intended to stay in force, even if the particular individuals who sign it are no longer in their jobs.*

**Sample Text for Illustrative Purposes:**

- *This Agreement is intended to continue until its termination or renewal date, regardless of any potential staffing or leadership changes in any of the Partner organizations.*

## **18. Conflict of Interest**

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<sup>1</sup> The following resources may be of use: 1) CAMH Partnership Evaluation Toolkit: [http://knowledge.camh.net/reports/clinical/Documents/PET\\_March\\_2008.pdf](http://knowledge.camh.net/reports/clinical/Documents/PET_March_2008.pdf); and 2) Public Health Ontario: Resource List for Evaluating Collaborations & Partnerships <http://www.publichealthontario.ca/en/erepository/Community%20Partnerships%20Evaluation%20Resource%20List.pdf>

Writing or Editing Considerations:

- *This section defines what would constitute a conflict of interest among the Partners, how that conflict should be declared and how that conflict will be resolved.*

Sample Text for Illustrative Purposes:

- *Conflict of interest is defined as any personal or institutional benefit that goes beyond the mutual benefit that derives from this Partnership Agreement. Any such benefit must be declared and if possible, the Partner representative should excuse him/herself from the discussions in question.*

**19. Amendments**

Writing or Editing Considerations:

- *This section should spell out how and when any amendments to the agreement should be made. For instance, it would be important to state that all Partners have to agree to the amendment.*

Sample Text for Illustrative Purposes:

- *Amendments to this Agreement may be made at any time, but must be made with agreement by all Partners. If fewer than all Partners make an amendment, that would be a completely separate Agreement.*
- *Amendments to this Agreement signed by all Partners will supersede this Agreement.*

**20. Termination or Ending the Partnership**

Writing or Editing Considerations:

- *This section anticipates what steps would be needed if any Partner to the agreement wants to break it.*

- *This section can state what actions by any Partner might constitute breaking of the agreement.*
- *Suggest giving 60 calendar days written notice, by regular mail.*
- *Suggest pro-rating any remaining financial contribution in the event of dissolution.*
- *Suggest a clause stating that indemnity, ownership of data or property, and confidentiality all survive beyond the termination or dissolution of the agreement and as stipulated in funding agreements.*

**Sample Text for Illustrative Purposes:**

- *Any Partner may initiate the ending of the partnership. The process would be as follows:*
  - *the Partner initiating the end/ dissolution of the agreement will give written notice, by regular mail, at least sixty (60) calendar days prior to intended termination.*
  - *The following actions will be considered to immediate break this Agreement and may lead to its immediate termination, if any of the other Partners' individually wish it to be so:*
    - *Failing to make a financial contribution*
    - *Breach of dispute resolution protocol*
    - *Breach of agreements regarding Human Resources Management*
    - *Breach of confidentiality or privacy as defined in this agreement*
    - *Failure to negotiate in good faith an amendment to the Agreement*
- *Prior to terminating the agreement, any breach mentioned above may be dealt with as per the dispute resolution process.*
- *In the event of an end to the Partnership, any remaining financial contribution of Agency A to Agency B will be pro-rated to the remaining term of the Agreement.*
- *Indemnity, ownership of data or property, and confidentiality all survive beyond the termination or dissolution of the Agreement, or the end of the partnership, and as stipulated in funding agreements, and in the section on Ownership of Property Purchased.*

**(SIGNATURE PAGE)**

**Writing or Editing Considerations:**

- *Executive Directors/ CEOs should sign the agreement – not for legal reasons, but because the process of bringing in senior leadership is important to ensuring that the terms of the partnership are supported at the highest organizational level.*
- *For entities that are not legally incorporated, it is important that the Executive Director of the Trustee organization sign, for the same reason—and because trustees must be aware of any actions by of the entities they sponsor that could affect brand, liability or finances of the trustee as well as the entity being trusteeed.*

**Sample Text for Illustrative Purposes:**

- *We the undersigned have acknowledged our acceptance and adherence to the above agreement:*

1)	_____	_____
	<i>(Signature)</i>	<i>Signature of Witness</i>
	_____	_____
	<i>Printed Name</i>	<i>Printed Name of Witness</i>
	_____	_____
	<i>Date</i>	<i>Date</i>
2)	_____	_____
	<i>(Signature)</i>	<i>Signature of Witness</i>
	_____	_____
	<i>Printed Name</i>	<i>Printed Name of Witness</i>
	_____	_____
	<i>Date</i>	<i>Date</i>

3) etc...

## **Template #1 – Operational Agreement (table format)**

- In the following version of this template, examples of the kind of text you might include are included in the right-hand column.

- These are suggestions only; depending on the nature of the partnership and the number of administrative, staffing, financial and other supports required to be successful. You may wish to be more prescriptive and descriptive or less so:
  - For more complicated arrangements, it is best to be detailed. When developing your partnership agreement discuss potential scenarios and anticipate the types of challenges that could arise. Put provisions in place to build trust and support open communication. Avoid putting processes in place that are administratively cumbersome or time-consuming.
  - For simpler partnerships, or collaborations between organizations with a long and successful, trust-filled history of working together with established communication patterns, be less detailed, *but still include the necessary project parameters.*

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
<b>Cover Page</b>	<ul style="list-style-type: none"> <li>• Choose an abbreviation to refer to each Partner.</li> <li>• Choose a short title to describe the collaboration.</li> <li>• If the Partnership is between an unincorporated entity such as Gay Men’s Sexual Health Alliance or the Committee for Accessible AIDS Treatment, then name the trustee for the sake of accountability.</li> </ul>	<p><i>This Partnership Agreement is made between the following agencies or entities:</i></p> <p style="text-align: center;">           Agency A            &amp;            Agency B on behalf of Unincorporated Entity (Entity C)            &amp;            Clinic D            for    <i>HIV Testing, Treatment &amp; Adherence Support Services for Gay Men</i> </p>
<b>Definitions</b>	<ul style="list-style-type: none"> <li>• Clarify anything open to misinterpretation, and that isn’t clarified in another section.</li> </ul>	<p><i>Financial contribution: means a sum of funds contributed by either Agency A, Agency B for Entity C, or Clinic D to pay for services or goods required under this Partnership, and that are not otherwise paid for in either organization’s regular budget.</i></p> <p><i>In-Kind Contribution: means a contribution of a good or service funded or purchased in either organization’s regular budget, or an asset purchased in either organization’s previous budget year.</i></p>
<b>Term of the</b>	<ul style="list-style-type: none"> <li>• Indicate the start and end date – or if</li> </ul>	<i>This pilot project begins April 1<sup>st</sup> 2017 and ends March 31<sup>st</sup> 2019. It will be reviewed in February</i>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
agreement	no set end date, the date the project will be reviewed for renewal.	<i>2019 for possible renewal.</i>
<b>Ontario HIV/AIDS Strategy Goals &amp; Activities this project aims to meet</b>	<ul style="list-style-type: none"> <li>In this section, carefully think through how the partnership/collaboration meets the specific goals and activities listed in Schedule A or B, and if possible, identify which elements along the cascade will be addressed (e.g. early intervention, connection to treatment, long-term quality of life support(s)).</li> </ul>	<p><i>In this coordinated approach, we will increase the number of gay men diagnosed with HIV linked to HIV care; increase the number of gay men retained in HIV care; on treatment; and that achieve an undetectable viral load.</i></p> <p><i>We are targeting Goals 3, &amp; 4 of the Ontario HIV/AIDS Strategy, and will perform the specific activities from the Ontario AIDS Bureau Schedule A &amp; B Reference Guide that are listed below:</i></p> <p><i>Goal 3: Diagnose HIV infections early and engage people in timely care.</i></p> <ul style="list-style-type: none"> <li><i>o HIV testing – targeted to priority populations</i></li> <li><i>o Pre/post-test counselling</i></li> <li><i>o Ensure people newly diagnosed are referred to treatment services, have access to information about HIV, living with HIV, the importance of early and regular care, and HIV-related services</i></li> </ul> <p><i>Goal 4: Improve the health, longevity and quality of life for people living with HIV.</i></p> <ul style="list-style-type: none"> <li><i>o Support services for people living with HIV and their families</i></li> <li><i>o Referrals to appropriate health and social services</i></li> <li><i>o Programming responding to people at risk for dropping out of care/adherence issues</i></li> <li><i>o Case management services for people with more complex needs and barriers to care and treatment.</i></li> </ul>
<b>Description of Collaborative Activities and Services</b>	<ul style="list-style-type: none"> <li>State succinctly but in sufficient detail what actual services are being provided, where, when and by whom.</li> <li>It is important that resources are organized in ways to support the effective and streamlined delivery of services, making sure to avoid</li> </ul>	<p><i>Agency A, Agency B for Entity C, and Clinic D are partnering to coordinate counselling, testing and treatment services for Gay Men and other Men Who Have Sex with Men in Durham Region.</i></p> <p><i>The service components are:</i></p> <p><i>1. Counselling &amp; Testing:</i></p> <ul style="list-style-type: none"> <li><i>• Agency A, and Entity C will actively promote HIV testing in campaigns targeting gay men and highlighting the gay-sensitive services offered in collaboration with Clinic D</i></li> <li><i>• Clinic D will promote gay-sensitive services on its website.</i></li> </ul>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	<p>potential problems that could develop. Put provisions in place to avoid this as needed.</p>	<ul style="list-style-type: none"> <li>• <i>On Tuesdays, Clinic D will provide testing on site at Agency A</i></li> <li>• ...</li> </ul> <p><i>2. On site Testing &amp; Treatment</i></p> <ul style="list-style-type: none"> <li>• <i>Treatment will be offered by Clinic D on site at Agency A on Mondays and Tuesdays, and at Agency B on Thursdays.</i></li> <li>• ...</li> </ul> <p><i>3. Adherence Support</i></p> <ul style="list-style-type: none"> <li>• <i>Agency A &amp; B, together with staff from Clinic D, will offer adherence support sessions and support groups on the following days...</i></li> </ul>
<b>Collection, Storage and Sharing of Private and Confidential Client Data</b>	<ul style="list-style-type: none"> <li>• What client-related and other type(s) of information is shared between staff in the Partner agencies?</li> <li>• What referral systems are in place?</li> <li>• How will clients be informed of this? Have they provided consent? Is it stated in an explicit way? Are new forms required?</li> <li>• How long will confidentiality agreements last – for the duration of the agreement or forever?</li> <li>• Ownership of data: It is suggested that one master file or record be created and maintained for each client, as is typical with interdisciplinary or multi-service team environments. Data can be collected by various staff team</li> </ul>	<p><i>Interdisciplinary staff team members will have access to the client master records as needed.</i></p> <p><i>Clients served under the project will be informed at intake or first contact that the project is a collaboration of all Partners, and how information about them might be collected, stored and shared. A consent form will be signed and dated to be kept in their client file.</i></p> <p><i>Individual staff team members may take private case notes related to their component of the service, but they will be housed/stored in the client master record and a protocol that sets out how/when team members can share client health information as needed will be developed</i></p> <p><i>Confidential Health data (client health records) will be kept only by Clinic D and, with client consent as part of joint treatment adherence efforts. Client health information will be shared with staff of Agency A or Agency B only as needed.</i></p> <p><i>Referral information will be shared among Partners.</i></p> <p><i>Project financial data will be kept by Agency B.</i></p> <p><i>Aggregate client data collected (service stats) under the specific project funding will be accessible to any of the Partners to the Agreement for statistical reporting purposes as needed.</i></p> <p><i>Aggregate data from Clinic D will be collected and given to Agency B for roll-up.</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	members, but it should be stored in one place with one organization responsible to protect and maintain the data. Staff team members should be authorized to access the data as needed.	<p><i>Agency B will include this data in quarterly reports to project managers.</i></p> <p>...</p>
<b>Financial contributions</b>	<ul style="list-style-type: none"> <li>• What will each Partner contribute in dollars?</li> <li>• Under what payment schedule or conditions will these contributions be made?</li> <li>• Who will be responsible for bookkeeping and financial reporting on behalf of the project/ initiative?</li> <li>• What will happen if a Partner is late or reneges on its contribution?</li> </ul>	<p><i>Agency A will provide \$25,000 per year towards the project and Agency B will provide \$40,000 per year. Bookkeeping services will be provided by Agency B. Agency A will make payments quarterly, within 15 days of the beginning of each quarter.</i></p> <p><i>If payment timelines are missed, Agency B will follow up with reminders within one week of the due date. If after a reasonable time has elapsed, Agency A has still not made its payment, Agency A will make itself available forthwith for a meeting to discuss any extenuating circumstances.</i></p> <p><i>If within two months of the quarter, payment has still not been made, this Agreement, regardless of the circumstances. Termination of the Agreement under these circumstances is not automatic – it must be initiated by Agency B.</i></p> <p><i>Agency B will provide detailed quarterly financial reports to Agency A. Bookkeeping records will be made available for review by Agency A upon request. Additionally, all other requests for financial information about the project will be made in writing (email or other) for response by Agency B as needed.</i></p>
<b>In Kind Contributions</b>	<ul style="list-style-type: none"> <li>• What other kinds of non-monetary contributions will be made?</li> <li>• What will each Partner contribute?</li> <li>• Under what schedule or conditions will these contributions be made?</li> </ul>	<p><i>Agency B will provide the use of its computers at 15 Main Street to clients of the project, except on Thursdays when staff of Agency B are conducting weekly evaluation surveys.</i></p> <p><i>Agency A will provide its boardroom at 25 Shady Pines Lane on Wednesday evenings for the project's support group.</i></p> <p><i>Agency B will allow clients registered in the project to access its supply of transit tokens, donated by the local transit commission.</i></p>



Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	<ul style="list-style-type: none"> <li>Remember to include: space, training opportunities for Partners' staff, equipment, software access, and/or anything else.</li> </ul>	<p><i>Staff of Agency A will be allowed to participate in monthly in-service trainings provided by Agency B.</i></p>
<b>Communications Protocol</b>	<ul style="list-style-type: none"> <li>Open and transparent 2-way communication or between multiple project partners is key to managing a successful partnership. This section may start with less detail and need to be amended to include greater detail if problems arise.</li> <li>Considerations: <ul style="list-style-type: none"> <li>Organizations who have not been clear in this regard have run into problems later, especially when there is a power imbalance between the Partners (for example, if one agency is bigger than the other) and the smaller organization does not feel it is being consulted properly.</li> <li>Establish an email protocol that outlines the type of communication issues to be managed by email (e.g. day to day operational issues)</li> <li>Establish a schedule of meetings – confirm the amount of time needed and processes that will be followed (e.g. agendas, minutes, Chairperson, procedural rules, etc.)</li> <li>Establish meeting norms/expectations if needed, e.g. timeliness, etc.</li> </ul> </li> </ul>	<p><i>General</i></p> <ul style="list-style-type: none"> <li><i>Communication regarding the ongoing management of the Project will be primarily between the Program Director of Agency A and the Director of Services of Agency B.</i></li> <li><i>Each Partner shall be held responsible for timely and clear communication, and for actively seeking information rather than waiting for it to be received. Time is of the essence in all communication matters.</i></li> </ul> <p><i>Calls and emails:</i></p> <ul style="list-style-type: none"> <li><i>The Director of Services of Agency B will check in by phone weekly with the Program Director of Agency A to give a general update. If there is a contentious situation, these calls should be made at least three times per week until the situation is resolved. Messages left by either Partner will be returned by the other Partner by the end of the business day.</i></li> <li><i>If important information is to be communicated, or new agreements are made, phone calls should be followed by an email summary of decisions made. The person initiating the call is responsible for summarizing this information, but either Partner may add to the information.</i></li> </ul> <p><i>Notice of meetings &amp; notice of decisions made:</i></p> <ul style="list-style-type: none"> <li><i>Meetings will be set at the beginning of each quarter for the next three months. The schedule will be mutually agreed to by all Partners. No single Partner may call a meeting outside of this schedule, unless it is of an urgent nature.</i></li> <li><i>A schedule of meetings will be distributed by Agency B. Reminders and meeting agendas will be sent by email but it is the responsibility of each Partner to keep track of the meeting schedule and materials as needed.</i></li> <li><i>If any Partner cannot make a meeting and an alternate time cannot be arranged, a delegate will be sent. Non-attendance of the meeting does not invalidate any decisions made at the meetings.</i></li> <li><i>While formal minutes need not be kept, decisions made at all meetings (along with who is responsible for action items and by when) will be documented and sent to all Partners (in attendance and absent) by email within two business days.</i></li> </ul>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
Human Resources	<ul style="list-style-type: none"> <li>If new staff are hired as part of the partnership, one agency must be designated as the legal employer and take on all legal and other employment related obligations as required by law and relevant statutory requirements including employment standards, and human rights or health and safety complaints and investigations.</li> <li>If existing staff are assigned to the project, the current employment relationship should be maintained.</li> <li>Canada Revenue Agency will look to the legal employer for any claims or issues with payroll and remittances.</li> <li>The employer is responsible for the recruitment, selection, training, orientation, daily supervision, performance management, discipline and termination of project staff</li> <li>In the event that a consultant/contractor is recruited to undertake the project's activities rather than recruiting a staff, one agency must be legally responsible for the contract. Similar decisions will need to be made regarding who selects</li> </ul>	<p><i>As of (date), Agency B is considered the legal employer of the (position/employee). As such, Agency B is responsible for and will follow its regular and established work practices and policies related to the hiring, supervision, performance management, payroll, benefits, supervision and applicable personnel policies, direction, discipline and work activities for this position.</i></p> <p><i>In the event that Agency B chooses to terminate the employment of the position for any reason, Agency B will notify the other organizations/Partners in writing prior to the termination. The amount of any termination payment (or pay in lieu of notice) will be based upon the calculation as set out by the Employment Standards Act and will be the sole responsibility of Agency B as the legal employer.</i></p> <p><i>As well, Agency B will have sole responsibility as the employer for any such claims arising from any and all other applicable employment legislation (e.g. Human Rights Code, Occupational Health &amp; Safety Act, Employment Standards, Labour Relations Act, Revenue Canada).</i></p> <p><i>Decisions: All partners may have input into hiring decisions, but the final decision will be made by Agency B. While every effort will be made by Agency B to consult with other Partners as appropriate in terms of general staff management, Agency B must respect standards of employee confidentiality, and has the right to protect its assets and reputation as the primary employer by acting swiftly if necessary in matters of discipline or termination of project staff. Discipline and termination decisions may be made unilaterally by Agency B without consulting other Partners, and Agency B is not obliged to report any such confidential information to other Partners of this Agreement.</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	<p>the consultant/ contractor, who negotiates contracts, and who may terminate a contract.</p> <ul style="list-style-type: none"> <li>Considerations: staff hired in a Partnership need to have one clear employer and supervisor. If one of the other Partners wishes to provide input into staff performance monitoring as well, this should be arranged with a supervisor rather than front-line staff.</li> <li>The organization hiring will assume responsibilities not shared by other Partners and this must be recognized in the agreement.</li> </ul>	
Project Decision-making	<ul style="list-style-type: none"> <li>How will decisions be made? Consensus? Voting? What does consensus mean? If there are more than two Partners, will the majority carry?</li> <li>The decision-making process should be timely and streamlined to support the partnership to be successful. It should not create delays or should establish alternate delegates as a contingency in the event that one or more Partners fail to attend meetings. Agencies with low staff capacity need to consider an arrangement that is realistic, and</li> </ul>	<p><i>Major decisions about the direction of the project will be voted on based on a show of hands from all Partners.</i></p> <p><i>Day-to-day decisions may be made by the staff on duty without consulting all Partners, and will be made in accordance with this Agreement and will follow the employer's regular workplace practices, any applicable laws, within the spirit of this Agreement's objectives, and in accordance with any adopted Terms of Reference.</i></p> <p><i>Decisions to amend or terminate this Agreement may only be made by the Executive Directors of each Partner.</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	<p>support the project/ initiative to move forward. Predicting such eventualities and developing guiding principles that can guide the other Partners may be one solution. These principles might define the level of seriousness of an issue – and name the kinds of decisions that absolutely cannot be made without consultation of the absent Partner. Another solution may be to ensure easy mobile phone access is possible for quick consultation on key decisions.</p>	
<b>Dispute resolution</b>	<ul style="list-style-type: none"> <li>• A process should be negotiated and written into the agreement to anticipate how disputes regarding the management of the Partnership will be handled.</li> </ul>	<p><i>The following process will be followed if there are disputes relating to the handling of the project, coming from either Partner</i></p> <ol style="list-style-type: none"> <li>5. <i>Step 1: the Partner with the dispute will call the other Partner or Partners directly and try to resolve it informally. If email will help, the issue may be laid out in a series of emails until there is resolution. Time is of the essence in responding to emails. If a resolution is agreed upon by both Partners, the Partner who initially expressed a concern will ensure that the agreed upon resolution is written in a follow-up email.</i></li> <li>6. <i>Step 2: If the issue cannot be resolved by phone, an in-person meeting will be arranged. Relevant Partners will be invited, unless confidential human resources issues are being discussed.</i></li> <li>7. <i>Step 3: If the issue cannot be resolved after a meeting, the issue will be brought to the supervisors of the staff in question. If the dispute is between Executive Directors, and funding is at stake, the funders will be informed of any issues that cannot be resolved. A second meeting will take place with the funders, if the funders are willing.</i></li> <li>8. <i>Step 4: If the issue still cannot be resolved, the Agreement will be amended or terminated if no consensus can be reached regarding the terms of the amendment.</i></li> </ol> <p><i>Exceptions to this process may be made in the following circumstances:</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
		<p>3. <i>Disputes regarding staffing, which may need to be handled while respecting employee confidentiality or obligations under employment law or the collective agreement.</i></p> <p>4. <i>If the dispute is regarding a human rights issue, in which case it will be handled as per each agency's non-discrimination/ equity policies, and in compliance with the Ontario Human Rights Code.</i></p> <p>5.</p>
<b>Ownership of property purchased</b>	<ul style="list-style-type: none"> <li>Consideration should be given to defining who owns, at the end of the agreement, materials, equipment and other property obtained during the life of the agreement. Note that this may be defined by your funding guidelines.</li> </ul>	<i>Computers purchased by the project will remain the property of Agency A after the project terminates. Any office furniture will remain the property of Agency B after the project terminates.</i>
<b>Insurance</b>	<ul style="list-style-type: none"> <li>What insurance must be held by all Partners, if any? It is best to ask for recommendations on what is required from one Agency's insurance broker.</li> </ul>	<p><i>Neither Partner will rely upon the other for fire, liability, or other insurance coverage. Both Partners will pay for and keep in full force and effect Comprehensive General Liability Insurance of not less than five million dollars (\$5,000,000) per occurrence.</i></p> <p><i>All Partners will provide to the others evidence of such insurance policies, in the form of original documents, before any Partner begins work under this agreement.</i></p> <p><i>In addition, Agency A, at its own cost and expense, will be responsible for insuring the [insert any particularly expensive equipment not contained in regular insurance clause – perhaps medical equipment?] against loss or damage while such equipment is in its possession.</i></p>
<b>Protection against liability</b>	<ul style="list-style-type: none"> <li>Suggest a clause that will protect all Partners. While a long legal clause may be requested by partners, remember that this is not intended to be a legal document.</li> </ul>	<p><i>All Partners agree to indemnify one another against any and all losses, claims, damages, actions, causes of actions</i></p> <p><i>No Partner will be liable to any other Partner for any damages in connection with the services jointly offered in this agreement.</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
<b>Reporting</b>	<ul style="list-style-type: none"> <li>What are the expectations from government or other funders regarding reporting? What responsibilities does each of the Partners have in producing data or narrative, financial or other reports for this purpose? What are the expectations of your boards of directors in terms of reporting?</li> </ul>	<i>The reporting of project data to funders will happen quarterly, as per the requirements of each funder.</i>
<b>Monitoring &amp; Evaluation</b>	<ul style="list-style-type: none"> <li>Will the project/ initiative undergo a formal 3rd party evaluation?</li> <li>What will the participation of each Partner be in any evaluation or monitoring (this may go beyond funding or reporting requirements)?</li> <li>If an evaluation is to be done, consider external resources<sup>2</sup> that might help the team make decisions on scope and process:</li> </ul>	<p><i>In addition to regular narrative, statistical and financial reporting to funders, the Project/ initiative will be subject to a formal process and outcome evaluation conducted by Marville &amp; Associates, or any other firm as contracted by Agency B, and as agreed to by Agency A.</i></p> <p><i>Staff of Agency A &amp; Agency B will make every effort to facilitate this evaluation. As manager of the contract with the evaluators, Agency B will require interim reports in June 2018 and a final report by June 2020.</i></p>
<b>Continuity</b>	<ul style="list-style-type: none"> <li>This section states that the agreement is intended to stay in force, even if the particular individuals who sign it are no longer in their jobs.</li> </ul>	<i>This Agreement is intended to continue until its termination or renewal date, regardless of any potential staffing or leadership changes in any of the Partner organizations.</i>

<sup>2</sup> The following resources may be of use: 1) CAMH Partnership Evaluation Toolkit: [http://knowledge.camh.net/reports/clinical/Documents/PET\\_March\\_2008.pdf](http://knowledge.camh.net/reports/clinical/Documents/PET_March_2008.pdf); and 2) Public Health Ontario: Resource List for Evaluating Collaborations & Partnerships <http://www.publichealthontario.ca/en/erepository/Community%20Partnerships%20Evaluation%20Resource%20List.pdf>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
<b>Conflict of interest</b>	<ul style="list-style-type: none"> <li>This section defines what would constitute a conflict of interest among the Partners, how that conflict should be declared and how that conflict will be resolved.</li> </ul>	<p><i>Conflict of interest is defined as any personal or institutional benefit that goes beyond the mutual benefit that derives from this Partnership Agreement. Any such benefit must be declared and if possible, the Partner representative should excuse him/herself from the discussions in question.</i></p>
<b>Amendments</b>	<ul style="list-style-type: none"> <li>This section should spell out how and when any amendments to the agreement should be made. For instance, it would be important to state that all Partners have to agree to the amendment.</li> </ul>	<p><i>Amendments to this Agreement may be made at any time, but must be made with agreement by all Partners. If fewer than all Partners make an amendment, that would be a completely separate Agreement.</i></p> <p><i>Amendments to this Agreement signed by all Partners will supersede this Agreement.</i></p> <p><i>Any Partner may propose an amendment to the Agreement by submitting, to the other Partner(s), an email or letter that indicates the proposed amendment and the reason an amendment is deemed necessary. Other relevant information may be included in the email or letter.</i></p>
<b>Termination or Ending the Partnership</b>	<ul style="list-style-type: none"> <li>This section anticipates what steps would be needed if any Partner to the agreement wants to break it.</li> <li>This section can state what actions by any Partner might constitute breaking of the agreement.</li> <li>Suggest giving 60 calendar days written notice, by regular mail.</li> <li>Suggest pro-rating any remaining financial contribution in the event of dissolution.</li> <li>Suggest a clause stating that indemnity, ownership of data or</li> </ul>	<p><i>Any Partner may initiate the ending of the partnership. The process would be as follows:</i></p> <ul style="list-style-type: none"> <li><i>the Partner initiating the end/ dissolution of the agreement will give written notice, by regular mail, at least sixty (60) calendar days prior to intended termination.</i></li> <li><i>The following actions will be considered to immediate break this Agreement and may lead to its immediate termination, if any of the other Partners' individually wish it to be so:</i> <ul style="list-style-type: none"> <li><i>Failing to make a financial contribution</i></li> <li><i>Breach of dispute resolution protocol</i></li> <li><i>Breach of agreements regarding Human Resources Management</i></li> <li><i>Breach of confidentiality or privacy as defined in this agreement</i></li> <li><i>Failure to negotiate in good faith an amendment to the Agreement</i></li> </ul> </li> <li><i>Prior to terminating the agreement, any breach mentioned above may be dealt with as per the dispute resolution process.</i></li> <li><i>In the event of an end to the Partnership, any remaining financial contribution of Agency A</i></li> </ul>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes
	property, and confidentiality all survive beyond the termination or dissolution of the agreement and as stipulated in funding agreements.	<p><i>to Agency B will be pro-rated to the remaining term of the Agreement.</i></p> <ul style="list-style-type: none"> <li><i>Indemnity, ownership of data or property, and confidentiality all survive beyond the termination or dissolution of the Agreement, or the end of the partnership, and as stipulated in funding agreements, and in the section on Ownership of Property Purchased.</i></li> </ul>
Signature page	<ul style="list-style-type: none"> <li>Executive Directors/ CEOs should sign the agreement – not for legal reasons, but because the process of bringing in senior leadership is important to ensuring that the terms of the partnership are supported at the highest organizational level.</li> <li>For entities that are not legally incorporated, it is important that the Executive Director of the Trustee organization sign, for the same reason—and because trustees must be aware of any actions by of the entities they sponsor that could affect brand, liability or finances of the trustee as well as the entity being trusteeed.</li> </ul>	<p><i>We the undersigned have acknowledged our acceptance and adherence to the above agreement:</i></p> <p>1) _____  <i>(Signature)</i> _____  <i>Signature of Witness</i> _____  _____  <i>Printed Name</i> _____  <i>Printed Name of Witness</i> _____  _____  <i>Date</i> _____  <i>Date</i> _____</p> <p>2) _____  <i>(Signature)</i> _____  <i>Signature of Witness</i> _____  _____  <i>Printed Name</i> _____  <i>Printed Name of Witness</i> _____  _____  <i>Date</i> _____  <i>Date</i> _____</p> <p>3) etc...</p>

## Template #2 – Sample Letters of Agreement (with explanation in Tracked Changes comments)

- The following sample letter is for simple agreements: one-off or short-term events or projects, ones with little complexity. The letter is written from 1 organization to another (or to 2 or more organizations). It states the terms of a previous discussion or proposes terms.



- If there are more than 2 partners in the venture, depending on the type of collaboration, 1 letter detailing the agreement to both parties may be appropriate – or 2 or more letters may be required.
- Either way, the letter(s) require(s) a signature for approval. Several drafts may be necessary before the letter is agreed to.

### 1. Example A

September 30<sup>th</sup> 2016

Ms. Sue Jattery  
Executive Director  
Trillium Community Health Centre  
125 Riverside Drive  
Smallcity, Ontario

**Re: Joint Booth at Smallcity Pride**

Dear Ms. Jattery,

Thank you for our conversation of September 15<sup>th</sup>. We're very pleased to be embarking on this partnership with you to jointly staff a table at Smallcity Pride to provide HIV, HepC & STBBI prevention information on June 25<sup>th</sup> 2017. This letter of understanding describes the general arrangements we've agreed to.

As per our conversation, the following are the tasks we agreed to, and who would do them:

1. Set up:
  - a. Two staff of our organization, the AIDS & HepC of Smallcity, will arrive at the site promptly at 8am with table, chairs, HIV & HepC materials (500 copies of each) a frame on which we can post the joint banner we will have produced. Our staff will assist your staff with setup.
  - b. Two staff of Trillium will arrive promptly at 8am at the site, with refreshments for staff of both organizations, a parasol big enough to cover four staff, all of your materials (500 copies of each), and your banner. Your staff will assist ours with setup.

**Comment [JM1]:** •Addressed as a regular business letter, with a subject line that would otherwise be the title of an agreement.

**Comment [JM2]:** This summarizes the joint venture:

- Refer to the prior conversation/ negotiations.
- Briefly summarize what the 2 or more organizations will be doing together.
- Although the letter isn't intended to be legally binding, it isn't necessary to say so. If you are going to include a sentence saying so, consider whether or not it will be considered a) alarming; or b) as licence to take the commitments less seriously.

2. Activities during the day:

- a. Staff of both organizations will staff the booth. Staff will arrange amongst themselves to take staggered breaks of up to 15 minutes each, and a lunch of 30 minutes, and so no fewer than two staff are at the booth at any time.
- b. Staff of both organizations will hand out materials from either organization, and will answer questions about those materials wherever possible.
- c. Staff will track how many of each document was distributed, and the number of conversations held, and about which topic. The method of tracking this will be determined in a joint teleconference of the staff staffing the booth.
- d. The booth will be staffed by both organizations from 9am until 3pm.

3. Take down:

- a. Booth takedown will start at 3pm.
- b. All staff will participate in booth takedown. No staff will leave until the booth is completely dismantled and all materials are packed away in cars or taxis. It is understood that your staff Rob Sever, will not carry heavy items.
- c. The banner will be stored at your organization after the event.

4. Follow-up:

- a. Each organization will tally the statistics regarding materials and the type of conversations held with attendees, and will report to one another within one week of the event.
- b. Within one month, staff will hold a teleconference to debrief and generate ideas to improve the collaboration in the future.

It is agreed that the planning for this should begin immediately and, as indicated above, debriefing should be completed within a month of Smallcity Pride. A proof of the banner design should be sent to Jeffrey Chin for approval by May 30<sup>th</sup>, and will be printed by June 15<sup>th</sup>. All print materials should be ready the week before the event.

If at any point any of our respective staff brings to our attention the non-cooperation of one another's employees, or any concerns whatsoever, we agree that my manager, Jeffrey Chin and your manager Belinda Franklin will have a phone call to address the situation promptly – and if they are on leave at the time, that we will address the situation ourselves.

On the day of the event, each organization will ensure that a manager is on call, and reachable by phone to troubleshoot any situation that arises that staff do not feel comfortable dealing with themselves. Those managers will exchange numbers and be reachable to one another.

**Comment [JM3]:** The tasks of the service provider and the receiver are detailed here.

- Who (what organization, which staff)
- If an event, set up, staffing, take down agreements
- Work steps that have been accomplished already

**Comment [JM4]:** The key dates should be outlined: Timing & end-date, including milestones for the work to be done.

**Comment [JM5]:** This is the section for provision of unforeseen circumstances: There should be a sentence or two to plan for hiccups in the process; staff non-cooperation, unforeseen incidents on the day of the event, etc.

*As agreed, you will bill us for half of the cost of the production of the banner, which we will then co-own.*

*I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.*

*Best wishes,  
Paul Schein,  
Executive Director*

**Comment [JM6]:** This should specify what goods/ equipment or other non-staffing resources you'll provide (if not already specified) – and who will provide these, billing terms etc.

- If not already specified in the activities section, it should be noted exactly what equipment, goods or other non-staffing resources each organization will be paying for or providing.
- Specify if any organization will bill the other for costs.

## 2. Example B

September 30<sup>th</sup> 2016

Ms. Sue Jattery  
Executive Director  
Trillium Community Health Centre  
125 Riverside Drive  
Smallcity, Ontario

**Re: Mutual Referral Agreement: HIV & HepC testing, treatment, counselling and adherence support.**

Dear Ms. Jattery,

Thank you for our conversation of September 15<sup>th</sup>. We're very pleased to be embarking on a formalized referral system between our two organizations. This letter of understanding describes the general arrangements we've agreed to.

As per our conversation and the details worked out between our managers:

1. Referrals from AIDS Committee of Smallcity to Trillium CHC for anonymous HIV testing services:

**Comment [JM7]:** Before the signature, you should ask for acknowledgement then sign.

**Comment [JM8]:** •Addressed as a regular business letter, with a subject line that would otherwise be the title of an agreement.

**Comment [JM9]:** This summarizes the joint venture:

- Refer to the prior conversation/ negotiations.
- Briefly summarize what the 2 or more organizations will be doing together.
- Although the letter isn't intended to be legally binding, it isn't necessary to say so. If you are going to include a sentence saying so, consider whether or not it will be considered a) alarming; or b) as licence to take the commitments less seriously.

- a. If a client or prospective client could benefit from anonymous HIV & HepC testing or treatment services, we will i) inform them of TCHC's services, explain the service in full, and offer to make a referral and accompany them to your clinic.
  - b. Our staff will ask for consent to refer to Trillium CHC before contacting your clinic.
  - c. We will complete the form jointly developed between our organizations (attached) and have the person sign – and then fax it to the number you have provided
  - d. We will accompany the client to testing appointments, including the follow-up when results are given.
  - e. We will accompany the client to his first treatment appointment.
  - f. You will track annual statistics of referred clients to indicate the number of positive and negative test results.
  - g. If a client informs us that s/he has tested positive, we will ensure that they are aware of and supported in adhering to their HIV treatment regimen.
2. Referrals from Trillium CHC for HIV & Hep C support services:
- a. Trillium CHC will refer all patients who test positive for HIV and/or HIV/HepC co-infection to the AIDS Committee of Smallcity, with their consent.
  - b. You will send all referrals via email to [referrals@smallcityHIVHepC.org](mailto:referrals@smallcityHIVHepC.org).
  - c. You will use the form we jointly developed between our organizations (attached).
  - d. We will provide HIV & HIV/HepC co-infection supportive counselling, and will offer a) participation in our treatment adherence support group, and b) provide other treatment adherence services.
  - e. With the client's consent, we will contact your staff to ensure a joint approach to treatment adherence.
  - f. You will designate a contact for each client, at time of referral.
  - g. Using the form we jointly developed, and with client consent, we will develop a tracking system to monitor adherence of clients participating in this joint referral system.

It is agreed that this program will start November 1st 2016, and be reviewed after six months, again on October 31st, and thereafter, annually.

We have agreed that my manager, Jeffrey Chin and your manager Belinda Franklin—or their successors if they should leave their positions--will work together to iron out any problems in the implementation of this new program, and that if necessary, we will intervene to assist with problem solving.

**Comment [JM10]:** The tasks of the service provider and the receiver are detailed here.

- Who (what organization, which staff)
- If an event, set up, staffing, take down agreements
- Work steps that have been accomplished already

**Comment [JM11]:** The key dates should be outlined: Timing & end-date, including milestones for the work to be done.

**Comment [JM12]:** This is the section for provision of unforeseen circumstances: There should be a sentence or two to plan for hiccups in the process; staff non-cooperation, unforeseen incidents on the day of the event, etc.

We've agreed that we will jointly share the cost of a brochure, bearing our two logos, that will outline our collaboration – that we will produce the brochure with your sign off, and that we will bill you for half of the cost.

I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.

Best wishes,  
Paul Schein,  
Executive Director

**Comment [JM13]:** This should specify what goods/ equipment or other non-staffing resources you'll provide (if not already specified) – and who will provide these, billing terms etc.

•If not already specified in the activities section, it should be noted exactly what equipment, goods or other non-staffing resources each organization will be paying for or providing.

•Specify if any organization will bill the other for costs.

**Comment [JM14]:** Before the signature, you should ask for acknowledgement then sign.

## Template #2 – Letter of Agreement (table format)

- The following template is for simple agreements: one-off or short-term events or projects, ones with little complexity. The letter is written from 1 organization to another (or to 2 or more organizations). It states the terms of a previous discussion or proposes terms.
- If there are more than 2 partners in the venture, depending on the type of collaboration, 1 letter detailing the agreement to both parties may be appropriate – or 2 or more letters may be required.
- Either way, the letter(s) require(s) a signature for approval. Several drafts may be necessary before the letter is agreed to.

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes – example A	Sample Text for Illustrative Purposes – example B
Date, name, address, salutation and subject line	<ul style="list-style-type: none"> <li>Addressed as a regular business letter, with a subject line that would otherwise be the title of an agreement.</li> </ul>	<p>September 30<sup>th</sup> 2016</p> <p>Ms. Sue Jattery Executive Director Trillium Community Health Centre 125 Riverside Drive Smallcity, Ontario</p>	<p>September 30<sup>th</sup> 2016</p> <p>Ms. Sue Jattery Executive Director Trillium Community Health Centre 125 Riverside Drive Smallcity, Ontario</p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes – example A	Sample Text for Illustrative Purposes – example B
		<p><i>Re: Joint Booth at Smallcity Pride</i></p> <p>Dear Ms. Jattery,</p>	<p><i>Re: Mutual Referral Agreement: HIV &amp; HepC testing, treatment, counselling and adherence support.</i></p> <p>Dear Ms. Jattery,</p>
Summary of the joint venture	<ul style="list-style-type: none"> <li>Refer to the prior conversation/ negotiations.</li> <li>Briefly summarize what the 2 or more organizations will be doing together.</li> <li>Although the letter isn't intended to be legally binding, it isn't necessary to say so. If you are going to include a sentence saying so, consider whether or not it will be considered a) alarming; or b) as licence to take the commitments less seriously.</li> </ul>	<p><i>Thank you for our conversation of September 15<sup>th</sup>. We're very pleased to be embarking on this partnership with you to jointly staff a table at Smallcity Pride to provide HIV, HepC &amp; STBBI prevention information on June 25<sup>th</sup> 2017. This letter of understanding describes the general arrangements we've agreed to.</i></p>	<p><i>Thank you for our conversation of September 15<sup>th</sup>. We're very pleased to be embarking on a formalized referral system between our two organizations. This letter of understanding describes the general arrangements we've agreed to.</i></p>
Tasks of the service provider and the receiver	<ul style="list-style-type: none"> <li>Who (what organization, which staff)</li> <li>If an event, set up, staffing, take down agreements</li> <li>Work steps that have been accomplished already</li> </ul>	<p><i>As per our conversation, the following are the tasks we agreed to, and who would do them:</i></p> <p><i>5. Set up:</i></p> <p><i>a. Two staff of our organization, the AIDS &amp; HepC of Smallcity, will arrive at the site promptly at 8am with table, chairs, HIV &amp; HepC materials (500 copies of each)a</i></p>	<p><i>As per our conversation and the details worked out between our managers:</i></p> <p><i>3. Referrals from AIDS Committee of Smallcity to Trillium CHC for anonymous HIV testing services:</i></p> <p><i>a. If a client or prospective client could benefit from anonymous HIV &amp; HepC</i></p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes – example A	Sample Text for Illustrative Purposes – example B
		<p>frame on which we can post the joint banner we will have produced. Our staff will assist your staff with setup.</p> <p>b. Two staff of Trillium will arrive promptly at 8am at the site, with refreshments for staff of both organizations, a parasol big enough to cover four staff, all of your materials (500 copies of each), and your banner. Your staff will assist ours with setup.</p> <p>6. Activities during the day:</p> <p>a. Staff of both organizations will staff the booth. Staff will arrange amongst themselves to take staggered breaks of up to 15 minutes each, and a lunch of 30 minutes, and so no fewer than two staff are at the booth at any time.</p> <p>b. Staff of both organizations will hand out materials from either organization, and will answer questions about those materials wherever possible.</p> <p>c. Staff will track how many of each document was distributed, and the number of conversations held, and about which topic. The method of tracking this will be determined in a joint teleconference of the staff staffing the booth.</p> <p>d. The booth will be staffed by both organizations from 9am until 3pm.</p> <p>7. Take down:</p> <p>a. Booth takedown will start at 3pm.</p>	<p>testing or treatment services, we will i) inform them of TCHC's services, explain the service in full, and offer to make a referral and accompany them to your clinic.</p> <p>b. Our staff will ask for consent to refer to Trillium CHC before contacting your clinic.</p> <p>c. We will complete the form jointly developed between our organizations (attached) and have the person sign – and then fax it to the number you have provided</p> <p>d. We will accompany the client to testing appointments, including the follow-up when results are given.</p> <p>e. We will accompany the client to his first treatment appointment.</p> <p>f. You will track annual statistics of referred clients to indicate the number of positive and negative test results.</p> <p>g. If a client informs us that s/he has tested positive, we will ensure that they are aware of and supported in adhering to their HIV treatment regimen.</p> <p>4. Referrals from Trillium CHC for HIV &amp; Hep C support services:</p> <p>a. Trillium CHC will refer all patients who test positive for HIV and/or HIV/HepC co-infection to the AIDS Committee of Smallcity, with their consent.</p> <p>b. You will send all referrals via email to <a href="mailto:referrals@smallcityHIVHepC.org">referrals@smallcityHIVHepC.org</a>.</p>

Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes – example A	Sample Text for Illustrative Purposes – example B
		<p>b. All staff will participate in booth takedown. No staff will leave until the booth is completely dismantled and all materials are packed away in cars or taxis. It is understood that your staff Rob Sever, will not carry heavy items.</p> <p>c. The banner will be stored at your organization after the event.</p> <p>8. Follow-up:</p> <p>a. Each organization will tally the statistics regarding materials and the type of conversations held with attendees, and will report to one another within one week of the event.</p> <p>b. Within one month, staff will hold a teleconference to debrief and generate ideas to improve the collaboration in the future.</p>	<p>c. You will use the form we jointly developed between our organizations (attached).</p> <p>d. We will provide HIV &amp; HIV/HepC co-infection supportive counselling, and will offer a) participation in our treatment adherence support group, and b) provide other treatment adherence services.</p> <p>e. With the client's consent, we will contact your staff to ensure a joint approach to treatment adherence.</p> <p>f. You will designate a contact for each client, at time of referral.</p> <p>g. Using the form we jointly developed, and with client consent, we will develop a tracking system to monitor adherence of clients participating in this joint referral system.</p>
Key dates	<ul style="list-style-type: none"> <li>Timing &amp; end-date, including milestones for the work to be done</li> </ul>	<p><i>It is agreed that the planning for this should begin immediately and, as indicated above, debriefing should be completed within a month of Smallcity Pride. A proof of the banner design should be sent to Jeffrey Chin for approval by May 30<sup>th</sup>, and will be printed by June 15<sup>th</sup>. All print materials should be ready the week before the event.</i></p>	<p><i>It is agreed that this program will start November 1<sup>st</sup> 2016, and be reviewed after six months, again on October 31<sup>st</sup>, and thereafter, annually.</i></p>
Provision for unforeseen events and circumstances	<ul style="list-style-type: none"> <li>There should be a sentence or two to plan for hiccups in the process;</li> </ul>	<p><i>If at any point any of our respective staff brings to our attention the non-cooperation of one another's employees, or any concerns</i></p>	<p><i>We have agreed that my manager, Jeffrey Chin and your manager Belinda Franklin—or their successors if they should leave their positions—</i></p>



Section	Writing or Editing Considerations	Sample Text for Illustrative Purposes – example A	Sample Text for Illustrative Purposes – example B
	<p>staff non-cooperation, unforeseen incidents on the day of the event, etc.</p>	<p><i>whatsoever, we agree that my manager, Jeffrey Chin and your manager Belinda Franklin will have a phone call to address the situation promptly – and if they are on leave at the time, that we will address the situation ourselves.</i></p> <p><i>On the day of the event, each organization will ensure that a manager is on call, and reachable by phone to troubleshoot any situation that arises that staff do not feel comfortable dealing with themselves. Those managers will exchange numbers and be reachable to one another.</i></p>	<p><i>will work together to iron out any problems in the implementation of this new program, and that if necessary, we will intervene to assist with problem solving.</i></p>
What goods/ equipment or other non-staffing resources you'll provide (if not already specified) – and who will provide these, billing terms etc.	<ul style="list-style-type: none"> <li>• If not already specified in the activities section, it should be noted exactly what equipment, goods or other non-staffing resources each organization will be paying for or providing.</li> <li>• Specify if any organization will bill the other for costs.</li> </ul>	<p><i>As agreed, you will bill us for half of the cost of the production of the banner, which we will then co-own.</i></p>	<p><i>We've agreed that we will jointly share the cost of a brochure, bearing our two logos, that will outline our collaboration – that we will produce the brochure with your sign off, and that we will bill you for half of the cost.</i></p>
Signature	<ul style="list-style-type: none"> <li>• Ask for acknowledgement and sign.</li> </ul>	<p><i>I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.</i></p> <p><i>Best wishes, Paul Schein, Executive Director</i></p>	<p><i>I'd be grateful if you could acknowledge receipt of this letter and your agreement to the terms we've outline. I look forward to our collaboration.</i></p> <p><i>Best wishes, Paul Schein, Executive Director</i></p>