**TEMPLATE HEADS OF TERMS - PARTNERSHIP AGREEMENTS**

**BROAD AIMS AND OBJECTIVES**

* What is the partnership intended to achieve?
* Are there clear, documented and agreed objectives and targets?

**PARTIES**

* What is the status of each organisation and its representative officers?
* If funding is being applied for, who is the Lead Partner (Accountable Body)?
* Who are the Delivery Partners?
* Are there any supporting partners who are not delivering outcomes?
* [Funders]

**TERM**

* Can the term of the agreement be extended?

**ROLES AND RESPONSIBILTIES OF EACH PARTNER**

* What are the specific resource commitments required of all partners? Are these adequately defined?
* Who is responsible for the risks associated with the partnership and its projects?
* Who holds the assets of the partnership?
* Delivery obligations:
	+ Who drafts and agrees the delivery programme?
	+ Can obligations be passed to a third party?
* Funding:
	+ Who holds financial responsibility for the partnership?
	+ If match-funding is required by a funder, how will it be sourced? Will it be underwritten by each partner?
* Reporting obligations:
	+ Format/frequency;
	+ Are there arrangements for monitoring, reporting and review delivery of outcomes?

**GOVERNANCE**

* Are there clear partnership governance processes for decision-making and resource allocation, including terms of reference for governance bodies (e.g. steering group or project board)?

**PROJECT SUPPORT**

* Have IT and other necessary support services been considered and arranged?
* Are any staff to be employed by a partner? What is their status and do the other partners have any input in their employment?

**COMMUNICATIONS**

* What is the approach to communications? Would a communications protocol be appropriate?

**TERMINATION AND EXIT STRATEGY**

* Can the agreement be terminated?
* Can partners leave the partnership?
* Exit strategy and implications (for the partnership, assets and liabilities of partnership)

**DISPUTE RESOLUTION**

* Are any issues suitable for ‘fast track’ resolution?

**LIABILITY AND INDEMNITY**

* What are the liabilities of the Lead Partner and participating partners?
* Will the partners indemnify each other for losses arising from their breach of responsibilities?
* Is there a cap on liability?

**OTHER CONSIDERATIONS**

* Have the following been considered?
	+ Information sharing, including General Data Protection Regulations;
	+ Human Rights;
	+ Employees;
	+ Health & Safety;
	+ Equality;
	+ Procurement requirements;
	+ Insurance;
	+ Freedom of Information;
	+ Safeguarding;
	+ Treatment of intellectual property (brought to the partnership and arising from the partnership).