**PARTNERSHIP AGREEMENT**

between

[Organisation 1 name, address]

AND

[Organisation 2 name, address]

on

[Research Study Title]

This Partnership Agreement is made between [Organisation 1 name]

a [description of entity] located in [location] and [Organisation 2 name]

a [description of entity] located in [location]. Each organisation listed is a “Partner” and together are referred to as the “Partners”.

# Purpose of this document

The purpose of this Partnership Agreement is to state the intentions and to clarify and document key areas of collaboration and agreement of the partners to enable the successful delivery of the research study in partnership. **This document is not legally binding.** It is intended to provide ground rules for cooperation and a framework for successfully creating mutual benefit for all the partners as a result of participating in the research partnership.

The document will be reviewed next on [x date] and will also be revised and updated if the partnership changes in any way, for example a new partner joins or an existing partner leaves.

## Formal Agreement/Subcontract

This Partnership Agreement does not constitute a formal agreement or sub-contract. A separate sub-grant contract/formal agreement will be (/is expected to be) signed between partners which would be expected to cover the following elements.

* 1. Detailed statement of work
  2. Milestones and schedule for deliverables
  3. Funding arrangements, including allocation of funds both domestically and internationally as required
  4. Intellectual property arrangements
  5. Exchange of materials, data, and software
  6. Disclosure of confidential information
  7. Compliance with laws and regulations, including those applicable to human and animal subjects in research, disclosures of conflicts of interest, and export controls.
  8. Roles and responsibility in administering and managing the project.

# Section 1: The project and study team

### Statement of principles and intent

We all agree that equity, transparency, responsibility, and mutual benefit are key principles of good partnership. We commit to adhere to these principles to the best of our ability, in the planning, delivery, communication and management of tasks, throughout the course of our research partnership.

We all accept equal responsibility for upholding these principles throughout the research study to the best of our ability, and for voicing our concerns if we feel these principles are not being upheld or respected.

We commit to treating all individual team members representing the partners with the utmost respect and consideration, regardless of gender, sexuality, professional background or experience, race, ethnicity or any other factor.

### Statement of objectives for the study partnership

We agree that our shared objective in undertaking the research study is to [research objective(s)], and that we will collaborate to engage key stakeholders such as [xxx] in the research process, for the ultimate benefit of [affected communities/specific people within affected communities].

We also share below objectives relevant to individual partners to the agreement for the benefit of mutual understanding and to aid transparency.

* Organisation 1 seeks to [objective]
* Organisation 2 seeks to [objective]
* Organisation 3 seeks to [objective]

### Roles and responsibilities of the team members

We agree that the below is a good representation of the roles and responsibilities of the study team partners.

We also agree that [xxx] as the [role title] has lead responsibility for task allocation and project management and should be consulted if any of the roles and responsibilities below need to be changed.

|  |  |  |
| --- | --- | --- |
| Name, organisation | Role on project | Key areas of responsibility |
|  |  |  |
|  |  |  |
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### Key areas for collaboration

The scope of collaboration on research activities to be pursued through this Partnership Agreement includes the following [*select those that apply*]:

1. [Research collaboration in the areas of mutual interest.]
2. [Exchange of x materials or resources.]
3. [Participation in x events, conferences.]

Key project milestones/activities we commit to:

**Activity I:** [Description of specific activities on x date]

**Activity 2:** [Description of specific activities on x date]

**Activity 3:** [Description of specific activities on x date]

# Section 2. Data Sharing and Ownership

We expect that [new data] will be generated and/or collected from the partnership which will provide new insights and knowledge into [xx] and as such needs to be specifically managed, valued and considered by each of the partners.

### Data Storage and maintenance

Data will be physically located \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Data will be stored for \_\_\_\_\_\_\_\_\_ time.

In order to ensure data is securely stored, archived, and/or disposed in the long-term, [Organisation] commits to do [xxx]

[Organisation] is responsible for data maintenance costs, including necessary software purchases and this has been factored into the associated budgets.

Methods of managing and protecting data during the course of the project include:

*List the technical and procedural methods for protecting confidential information:xxx*

### Sharing and using data within the partnership

[x partners] will produce, interpret and share findings with [All partners] in an accessible and practical way. We agree to share data in ways which ensure equal access and takes into account linguistic, cultural, and technological preferences for communication. For this reason we commit to share data in [format] via [channel]

Consent must be obtained from [All partners] before using data in any purpose other than the purpose of this project.

Types of current and future uses of the data which all Partners agree are acceptable:

* Data use type 1
* Data use type 2

Types of current and future uses of the data which we all agree may not be acceptable/require consultation amongst all Partners before going ahead:

* Data use type 1
* Data use type 2

All partners may use the collected data and new knowledge discovered through this partnership [with/without] mutual consent.

We agree that [all partners] will be able to understand and access project-related data at any point during the partnership.

We agree to develop a mutually agreeable plan for future use of the data we have generated together throughout the course of the partnership.

We agree that digital data can be transitioned over to [organisation] in a useable and appropriate manner at the end of the partnership/at any time, using the following request format [xx].

Rights to any products created using the data generated through this partnership such as [product] will be outlined in a specific legal agreement pertaining to that product.

[Organisation] may request to access or view [data] at any time.

*The term, metadata, describes information that is based on data collected from the research (data that describes the data). Describe what metadata will be generated from the collaboration and any specific management of this that needs to be considered.*

### Roles in and responsibilities for data collection, generation and analysis

We expect that [existing data] will be shared [by Organisation] in [xx formats] by [date] as a result of this partnership.

We recognise that [xxx organization] may require technical and/or financial support to participate more fully in data collection, generation and analysis. The following resources will be committed [by xxx] to support their participation in data collection, generation and analysis in the course of the project [training, equipment, etc].

[Organisation] and [Organisation] agree to jointly lead on data analysis for the project and consult with [Organisation] as to the representation of the data and analysis of data in any written publications or verbal presentation.

### Data Sharing with Communities/Study participants

Participants will agree on who has access to project-related data and under what conditions. *List the current stakeholders and owners of the data as well as potential stakeholders in the future:*

The findings and outcomes of the partnership will be shared with the community in ways that are geared toward improvements of health and the wellbeing and empowerment of the communities in which we conduct research. *Describe what data will be shared with communities, how it will be shared, and a timeframe for data sharing.*

|  |  |  |  |
| --- | --- | --- | --- |
| Data to be shared | With whom | Responsible Organisation | By [date] |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Section 3. Communication and Ways of Working

### Communicating between the partners

The team has appointed [named individual] to lead on internal communications and ensure that the commitments below are met. They will also address any communications issues and queries raised by team members to try and address individual communications needs.

### Sharing information

Key project documents critical for the management of the project are listed below with the relevant document owners. (For data arrangements please see previous section).

We agree that all documents listed below will be [held by xxx] and a version will be shared via email for all partners/uploaded to a shared drive [hosted by xxx].

|  |  |
| --- | --- |
| **Document** | **Owner** |
|  |  |
|  |  |
|  |  |

We agree to use collaborative online workspaces [name] for [xxx]

### Emails

The lead partner commits to communicate regularly with other team members with [a progress update on project milestones] via email to all named partners, every [month] or whenever key changes are made relevant to the study team.

### Project update calls

The study team commits to hold virtual project meetings to discuss the project, to include all partners [monthly/biweekly] using [Skype, phone, conference call]. The call details and call agenda will be communicated [xx days in advance] to allow for equitable participation in the meeting by all team members.

The timezone for calls will be rotated to ensure that no one team member is consistently required to attend a call during unreasonable hours.

Action points and decisions taken during project meetings will be circulated in writing to all partners, including those who could not attend the call, by a nominated minute taker to ensure transparency.

### Meeting in person

The study team intends to hold [xx] face to face meetings [in xx] on [date] to discuss [xxx]. The agenda and information necessary to join this meeting will be communicated xxx days in advance to allow for equitable participation by all team members.

### How we communicate

We agree to communicate on all the activities described above in [language]

We agree to be mindful of and respect the different communication needs of the team members. These include [neurodiversity, disability, different abilities in reading and writing in English] and practical barriers to communication affecting [Organisation/s] such as [lack of internet access, lack of phone connectivity, lack of access to certain communications software].

We will ensure important communications are [made in person and then followed up in writing/use or don’t use certain software/ or tools].

### Communications and engagement with external stakeholders

*\*Please also consult the Communications Guidelines provided by Elrha- the lead partner will have received this at contracting stage\**

Any communications regarding [xxx] or from [xxx stakeholder] need to be shared in full and as soon as possible with [all team members].

Where appropriate and feasible, communications about the project with the funder, including formal reports, will be shared with all partners. Each partner will be invited to input to reports according to their area of expertise.

The 2 x blogs required by the funder for their project website will be drafted by [Organisation] and reviewed by [Organisation] and signed off by [Organisation].

Written advance notice is required for the use of organisation names, individual’s names, logos or any other identifying information in public communications. Sign off for any external communications about the project must be provided by [named individual]. Before any media or online/social media communication is made about the study partnership we will provide [xxx days] advance notice on all materials before publication to accommodate internal review processes.

The Research Snapshot required by the funder at the project close will be drafted by [Organisation] and reviewed by [Organisation] and signed off by [Organisation].

### Publications

All Partners will be consulted prior to the submission of materials for publication and be invited to collaborate in project-related design, material and production processes.

We agree that shared authorship of articles and other literature, acknowledging the contribution of all members of the study team is our intention at the outset, reflecting fairly and equitably the contributions of the team to the outputs.

We agree that the publication of the following outputs is anticipated.

|  |  |  |
| --- | --- | --- |
| **Output** | **Lead author/s** | **Contributors** |
|  |  |  |
|  |  |  |

We agree that a detailed process for drafting, review and publication of the outputs will be discussed and agreed with [All Partners] at [meeting] on [date].

### Risks in external communications

We agree that sensitivity is re quired when communicating externally about [the study population] because of [xx], whether in print or online media or blogs, verbally in presentations, conferences or seminars, or in 1:1 meetings with certain stakeholders especially [xxx].

For this reason, inputs will be sought from [xxx partner] when any team member is developing communications content pertaining to [xxx] and sign off for such communication must be received from this partner before any such communication is undertaken.

All partners agree to share and where appropriate consult on any communications or engagement opportunities which may arise throughout the course of the study partnership.

### Representation at events

Key external events where communications and engagement will be undertaken on behalf of the project include:

|  |  |  |  |
| --- | --- | --- | --- |
| Event | Date | Host | Nominated attendee/presenter |
|  |  |  |  |
|  |  |  |  |

In order to ensure the study partnership is represented on the global stage in an equitable manner, any opportunities to speak or present at external events on behalf of the study partnership will be shared if such invitations are received.

Where budget permits, the lead partner commits to involve [xxx] in external engagement and communications activities such as conferences, seminars and policy events, whether in the country of study or internationally.

If there is concern or disagreement about external representation at such events, the lead partner commits to listen fully to all partners and attempt to resolve these concerns fairly. All partners agree that there are important benefits for the humanitarian health sector of sharing such opportunities for exposure fairly and equitably across the members of the study team.

### External advisory groups/steering groups and other key stakeholders

All communication with members of [group] should be led by [named individual] bearing in mind existing relationships. Where another team member needs to communicate with them [xxx] should be CCed.

### Ways of working and decision making

[Named individual] is the final decision-maker on matters pertaining to [xx]

Day-to-day decisions in each of the areas of responsibility are delegated to the named team members named above. Within reason each team member is expected to be responsible for taking decisions in their own area of expertise.

Team members are expected to provide regular reports [every week/month] to the lead partner, including updates on progress.

Notifications of delays or risks to project milestones should be undertaken using the regular communications channels outlined above and in line with agreed ‘risk thresholds’ agreed with the lead partner.

[xxx] must be notified immediately by [phone] if [eventuality occurs/threshold is reached]

A project risk assessment has been carried out and has been shared with the partners. If any risk thresholds are reached, the staff member who identifies this should escalate the concern to [xxx] immediately using [phone/email].

Should [xxx] be uncontactable and an urgent decision needs to be made pertaining to [xxx], the Partners should [consult with the team as to the best course of action and take a vote/collective decision in consultation with as many other team members as possible/ consult [named external expert].

### Resolving disagreements, concerns, or conflicts of interest

*\*All team members should use Incident Reporting Guidelines set out by Elrha.\**

The use of risk thresholds and clear and open channels of communication between partners are designed to help the partners to identify and resolve small challenges *before* they lead to potential larger problems which can generate conflict or tensions. All partners commit to using these channels of communication and delivering on their commitments, roles and responsibilities as agreed. All partners are to be given equal voice at team meetings to express views and concerns about the project – however minor they might feel them to be.

In response, the lead partner commits to being available and open for response to problems or and to quickly addressing and resolving any concerns brought to them by other partners.

If serious challenges to the partnership, including any potential breakdown of project relationships or conflict of interest, should arise these must be openly and honestly discussed and resolved with the lead partner taking responsibility for ensuring all views are heard. These concerns should also be communicated to the project funder as soon as possible.

Misunderstandings can generate mistrust, as can ill-thought out communications or jumping to conclusions. All partners agree to take the time to communicate clearly and with as much time and effort as is needed to fully and respectfully get the message across, and wherever possible to discuss difficult matters in person or over the phone and then follow up decisions or conclusions in writing to ensure that messages are clearly understood.

# Section 4. General Terms

### Partnership Agreement is Non-binding

This Partnership Agreement is not intended by the Partners to be legally binding. Any binding obligations will be the subject of later/ definitive agreements negotiated between the Partners. Nothing in this Partnership Agreement is intended to create a legal partnership or joint venture or is intended to create any new programmes, obligations or commitments for any Partner, outside what is described in this Partnership Agreement.

**General Terms**

1. This Partnership Agreement is effective from the date when all partners have signed it (“Effective Date”).
2. This Partnership Agreement shall remain in force for a period of [xxx] years from the Effective Date. Either Partner may terminate the Partnership Agreement by providing at [xx days] advance written notice to the other Partner. Termination or expiration of this Partnership Agreement does not automatically terminate any separate agreement between the Partners related to the subject matter of this Partnership Agreement.
3. The Partnership Agreement may be amended or extended by mutual consent in writing signed by authorised representatives of the Partners.
4. At the end of the study partnership/on the date specified above, we agree to hold an ‘exit meeting’ to either appropriately dissolve the Partnership Agreement, or extend the Partnership Agreement as needed.
5. This Partnership Agreement is written in English and [language]. In the event of a discrepancy between the English and [language] version of this Partnership Agreement, the English version will prevail.

### Signatories of all partners

Effective date for the start of the Partnership Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_

For [Lead Partner Organisation]: [Name of contact

Title

Unit or Department

Organisation

Address

Phone

Email:]

For [Organisation]: [Name of contact

Title

Unit or Department

Organisation

Address

Phone

Email:]

For [Organisation]: [Name of contact

Title

Unit or Department

Organisation

Address

Phone

Email:]