

## ARMED FORCES COVENANT FUND TRUST

### GUIDANCE ON PREPARING A PARTNERSHIP AGREEMENT WITH A DELIVERY PARTNER NAMED IN THE APPLICATION FORM

If your project will involve you working closely with a partner organisation and you will be dependent upon their input in order to deliver your project on time and in full, then you will need to make sure that you have the proper buy-in from such a partner.

This guidance will help you think about what you would expect from such a delivery partner and how to draw up an agreement which helps you both understand the respective roles and responsibilities you will have under a grant agreement.

#### **1. Why we need a partnership agreement between the grant holder and its delivery partners**

If we decide to fund your project, we will enter into a grant agreement with the grant holder. You must accept our terms and conditions of grant and you will be solely accountable to us for all monitoring information, how all the money is spent and for the full and successful delivery of the project.

One of our standard terms and conditions of grant is that you cannot subcontract any part of project delivery to other organisations without our prior agreement in writing. Therefore if we award you a grant, before the project can start, we must provide that consent and we do that by approving the terms of a partnership agreement between you and all/any other delivery partner(s) involved in the successful delivery of the project.

We will make it clear in our offer letter if you need to put in place an agreement with a delivery partner. You can then draft one inclusive partnership agreement that is to be signed by all your delivery partners or you can decide whether to have separate partnership agreements with each delivery partner.

In all cases, the partnership agreement must ensure you as the grant holder, both for yourself and any/ all delivery partner(s) and meet all our terms and conditions of grant, follow our branding guidelines, provide us with all the financial, monitoring and any other information we require and deliver the project on time and within budget.

If the delivery partners are to provide goods or services needed to deliver the project and achieve the project outcomes, then this must be covered in a partnership agreement and in a way which meets our requirements.

However, if the proposed partnership working is more about encouraging closer

understanding or sharing information, but the project is not fundamentally dependent on this to achieve its outcomes, or if no part of your grant is used to pay for a partner's involvement in the project, then a partnership agreement is unlikely to be required by us. However, you should still make sure there are adequate arrangements in place to give you confidence that such a partner will contribute as required to the project.

If, after we have awarded you a grant, you need to procure assets or services from other organisations not named in advance in the application form, then we expect you to follow proper procedures for obtaining such assets and/or services, show value for money and meet any relevant European laws. If an open tender process is not appropriate, we need to know why so that we may consider if this is the best way to deliver the project. However, we would not expect such openly procured organisations to be part of a partnership agreement - you will need to enter into such contracts as you think fit following such a procurement.

## 2. What should a partnership agreement include?

Since a wide range of partnership arrangements exist and every project will be different, we cannot provide detailed guidance or a template. It is important that you go through our standard terms and conditions of grant and decide which ones are relevant to each of your delivery partners involved in delivering the project. This will help identify what needs to be included in the partnership agreement to ensure that you do not inadvertently breach any of our terms and conditions.

We expect partnership agreements will cover the following points:

- **Purpose or aim of the partnership**

Explain how the aim of the partnership links with the aim of the project.

- **The grant holder is the accountable body for the grant**

Make it clear that you as the grant holder will be solely responsible to us to deliver the project in accordance with the grant agreement. **In all cases, the partnership agreement must refer to, or preferably include by way of a schedule, our terms and conditions of grant.** This is because all delivery partners must act in accordance with our terms and conditions so far as applicable to the delivery of their obligations under the partnership agreement.

It may be appropriate to attach your terms and conditions for the grant as a schedule to the partnership agreement so it is clear that the delivery partner is fully aware of them. The partnership agreement must also state that if there is any conflict between the interpretation of our terms and conditions of grant and the terms of the partnership agreement, then our terms and conditions will always take precedence.

- **Details of each delivery partner**

State the names and addresses of all the delivery partners that are signing up to the partnership agreement. Include details of key contacts.

- **Financial and contractual arrangements**

It is important that you are not seen to *make grants* to your partners. You do of course make *payments from your grant* to your delivery partners in consideration for the activities they are delivering under the partnership agreement.

If a delivery partner will be supplying goods or services as part of the project, then include details of what will be delivered, how often, what the method of payment will be and when payments will be made. We cannot be responsible for payments to delivery partners. This responsibility lies with you.

It is helpful to include a statement that you as the grant holder will be responsible for all funds received from us and will not be liable to make payments to a delivery partner until you have received our grant payments. You must keep records of all project expenditure and be able to provide evidence of spending to us if we ask for it.

- **Roles and responsibilities**

Explain the main roles and responsibilities of both you and your delivery partner in the partnership. Make it clear which tasks and services each delivery partner will be responsible for delivering, how much they will receive from the grant for doing so and when payments will be made.

- **Policies and procedures**

It is important to include a provision that all delivery partners will have in place and act in accordance with all permissions and regulations that are required by law and/or are relevant to the project, such as health and safety, equal opportunities and the protection of children, young people and vulnerable adults.

- **Administration, meetings and record keeping**

Explain who is responsible for setting up meetings, how often they will happen and what records will be kept. Records need to be kept for a period of seven years under

our terms and conditions of grant, so you should make sure that your delivery partners do the same. Don't forget that both the Armed Forces Covenant Fund Trust and the National Audit Office have the right to visit your premises, and also your partner's premises, to access records if they have not been provided for up to seven years under the terms and conditions of grant.

## **Monitoring and reporting**

Explain how monitoring information will be provided by the delivery partner throughout the period of the grant agreement to enable you to complete regular progress reports for us. This may include the need to be involved in any research and evaluation required under the grant agreement.

- **Communication**

Make it clear how often the project will be discussed by the partnership and by what methods, for example, face-to-face meetings, phone or email. Make it clear who will be responsible for promoting the project through the media and who will handle enquiries and complaints.

- **Branding**

This must be in accordance with our guidelines. All delivery partners that receive any part of the grant should also be required to do this.

- **Changes to the partnership agreement**

Explain how changes to the partnership agreement or disputes will be managed and resolved. Remember that a disagreement between the partners might mean that you will not be able to meet our grant terms and conditions. We, however, will not be able to mediate in the event of any such dispute so there should be a provision for the grant holder to be able to terminate the partnership agreement if it is necessary to protect project delivery.

- **Duration of the agreement**

The partnership agreement with a delivery partner should cover a period that is at least as long as our grant agreement with you. However, there should also be a provision for you to terminate the partnership agreement if for any reason we need to

suspend or terminate our grant. This protects you from being bound to pay a delivery partner even if you have not received that required grant payment from us.

- **Signed declaration**

All parties must sign and date the partnership agreement after the draft partnership agreement has been approved by us.