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| Agreement for working with partners Template agreement |
| Healthwatch-logo_RGB.png |



About this template

This document was not written by a legal professional. It was drawn up between partners, including Healthwatch Islington. It is an example to show what it’s useful to cover and includes some of the requirements of our overarching contract with our funder The London Borough of Islington.

The template

**For delivery of** **[name of project]**

**1. Partners**

This agreement is between the following organisations:

* [List all partners]

(you might want to include named individuals acting as representatives for each organisation)

**2. Aims of the work**

We are working together to gather insight from the Islington residents that our organisations represent so that these can inform service provision and commissioning, increasing equality of access.

We will strive to:

* To effectively deliver our proposal to [funder],
* To support each other,
* To develop a framework for future partnership work and to link organisations in to [funder],
* To influence future commissioning.

**3. Roles and Responsibilities**

As a principle we will share responsibility for successful delivery of this work.

a) Healthwatch Islington as co-ordinator, commits to:

* To ensure prompt collection of monies from [funder],
* To ensure prompt payment to organisations on completion and filing of work,
* To co-ordinate meetings between partners and [funder] to ensure delivery meets expectations,
* To ensure consistency of approach and presentation of data to strengthen the potential for influence from the information gathered,
* To oversee the delivery and ensure work is completed in a timely way,
* To draft a final report on each stage of the project for partners to approve, to be submitted to the [funder].

b) Organisations commit:

* To attend, where possible, briefing meetings for each element of the work,
* To produce work in a timely and accurate manner and report using the templates provided on community feedback,
* To alert HWI as soon as possible of any problems arising so that these can be solved,
* To support each other to deliver the targets set out,
* To invoice in a timely manner,
* To ensure that materials produced are translated as required to meet the needs of communities (again this work could be shared across organisations).

**4. Deliverables**

Each of the partners commits to deliver:

[insert deliverables and deadlines]

Healthwatch Islington will provide briefings and materials for groups covering:

* questions to be asked,
* templates for recording and
* background information to support effective facilitation.

**5. Risk Management**

We will work together to minimise risks to the completion of the project. It is in all parties interests to make the project a success. **All parties agree to alert each other as soon as possible of any problems arising which could impact on successful, timely delivery of the work.** Organisations will keep each other informed of progress and support each other where needed.

In the unlikely event that an organisation struggles to deliver, we will use the completion fund to buy additional support. All partners will be invited to a meeting to discuss how to manage this.

**6. Policies and procedures**

All partners have up-to-date policies and procedures on the following:

* Safeguarding (adults and/or children),
* Equality, Diversity and Inclusion,
* Health and Safety.

Partners pay staff the London Living Wage and have a policy for volunteers to claim expenses.

Please state your answer to the following:

|  |  |
| --- | --- |
| In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?  | Yes☐  No ☐  |
| In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?    | Yes☐  No ☐  |
| Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  | Yes☐  No ☐  |
| Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years?    | Yes☐  No ☐  |

If yes, please contact the Chief Executive to discuss mitigations you’ve put in place.

**7. Data Protection and Intellectual Property**

For each project we will be clear how and why data will be collected. Data will be collected and stored in line with General Data Protection Regulations. Client names will not be shared across organisations except in cases of safeguarding.

Tools developed belong to Healthwatch Islington and we ask you to check before sharing these outside of the project.

Reports produced are in the public domain and we encourage you to share these widely. Partners are welcome to use data gathered about their own communities in their own reports and funding applications, as long as they have asked for consent for this from clients/ beneficiaries/ participants.

Data collected will be used for the purposes stated, this may include partners own applications for future funding.

**8. Payments**

Payments will be made by BACS transfer on completion in two parts, at project start (upon submission of signed agreement) and at project end (completion payment – see b).

a) Payment schedule (for each organisation)

|  |  |  |  |
| --- | --- | --- | --- |
| Activity  | Amount  | Payment Date  | Note  |
|   |   |   |   |

b) Completion payment

A final completion payment will be made upon submission of all fully completed documents to HWI for analysis within the agreed timeframe. If any partner is unable to complete all outputs another partner may be asked/ offer to step in and that partner would receive the completion payment.

By signing this document we agree to the above.

Signed

Healthwatch xxxx [partner organisation – delete this and insert name of organisation]

[insert e-sig]

|  |  |  |  |
| --- | --- | --- | --- |
|      [name]  |    |  -------------------------------------  |  [name]  |
|      [role]  |    |  -------------------------------------  |  [job title]  |
|    |    |  -------------------------------------  |  [date]  |

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