

Sample Collaborative Agreement

1. Purpose of the Agreement

X, Y, and Z (names of the organizations which will participate in the collaboration) have agreed to work together to _____ (primary purpose of the collaboration). This agreement describes their understandings and commitments to this collaborative effort.

2. Scope and Duration:

X, Y, and Z will work together to _____ (describe the collaborative effort). This agreement will guide the collaboration for the period beginning _____ and ending _____. The scope and duration of the collaboration may be amended and/or extended through the joint agreement of X, Y, and Z to amendments to this agreement.

3. Decision-making structure & authority:

All significant decisions regarding the collaboration will require agreement by all three collaborative partners. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out collaboration activities.

X, Y, and Z will each identify one person within their own organization to serve on the Leadership Committee for the collaboration. Each member of the Leadership Committee will be authorized to represent their organization in joint collaborative decision-making. Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion. Each participating organization will make all parties to the collaboration aware of any limits in the authority of their representative to bind their organization to collaborative decisions and will establish a clear process for their representative to use to become fully capable of committing the organization.

The Leadership Committee will agree upon an effective structure for operational management of collaborative activities and efforts. Each member of the Leadership Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Leadership Committee members will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

4. Legal & financial structure:

Option 1: *no direct funding of the collaborative*

X, Y, and Z will assign employees of their respective organizations to carry out the work of the collaboration. Each employee assigned to work with the collaboration will continue to function as an employee of the organization making the assignment. While X, Y, and Z will retain authority for hiring, performance review, and termination for each of their employees, each

organization agrees to seek feedback from the other participating organizations regarding the selection and evaluation of staff assigned to collaborative activities. X, Y, and Z will provide effective supervision for both staff and volunteers which they assign to collaborative activities.

X, Y, and Z will each retain responsibility and liability for the actions of their staff and volunteers.

Option 2: funding is sought and received for the collaboration

X, Y, and Z agree that X will serve as lead agency for the purposes of seeking, receiving, and managing funding for collaborative activities. X agrees that all applications for funding will be approved through the collaboration joint decision making process. X further agrees that if proposals for collaborative funding are only partially funded, the Leadership Committee of the collaboration will determine priorities for the use of funds awarded.

X agrees that it will enter into subcontract agreements with Y and Z specifying the funding X will provide to each organization and the deliverables which each organization will provide to the collaboration. Recognizing that X will be responsible to the funder for the management of funds and achievement of collaboration goals, X, Y, and Z agree that X must have final authority over the administration of the subcontract agreements. However, X, Y, and Z agree that to the greatest extent feasible, X will consult with and abide by the joint decisions of the Leadership Committee.

5. Resource Commitment to the Collaboration

Each participating organization has agreed to commit resources to the collaboration. All participating organizations will contribute:

- The time and effort required for consistent representation of and participation by the organization on the Leadership Committee;
- Careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage and ensuring appropriate supervision for staff, and volunteers, and use of facilities and equipment contributed to the collaboration.
- The resources of their organization required to ensure fulfillment of specific commitments described below;

Specifically, each organization agrees to provide the resources described below:

- X will provide _____
- Y will provide _____
- Z will provide _____

6. Risk management strategies

X, Y, and Z agree that the Leadership Committee will complete an initial risk assessment for the work to be carried out through the collaboration, and will regularly update the assessment as the collaboration is expanded or changed, and review both the analysis and the risk mitigation strategies at least annually.

Each participating organization will consult with its insurance carriers to determine the extent to which the organization's insurance coverage will provide adequate protection for potential damages which may arise through participation in the collaboration. Each participating organization will seek additional insurance coverage if needed to mitigate its own risks and to protect the other organizations participating in the collaborative.

The collaborative risk assessment will include, at a minimum, consideration of risks relating to serving program participants, facilities and equipment, employment, volunteers, financial management, and compliance with funder requirements and applicable law and regulation.

7. Accountability process and problem solving:

The Leadership Committee will meet regularly to jointly evaluate the collaborative, including its progress toward meeting collaborative goals. X, Y, and Z are committed to open communication with each other with regard to strengths and limitations in the collaboration. The Leadership Committee will work together to address weaknesses and to improve outcomes.

8. Addition of new participating organizations

The Leadership Committee may from time to time recommend the addition of other organizations or governmental bodies to the collaboration. Upon the agreement of X, Y, and Z, additional organizations or governmental entities may be invited to participate in the collaboration. If the invited organizations/entities decide to participate, X, Y, and Z will amend this collaboration agreement to include all participating organizations, with all participating organizations sharing equally in the rights and responsibilities described in this agreement.

9. Termination of this agreement

Each participating organization retains the right to withdraw from the collaboration upon giving the other participating organizations at least 30 days notice of its decision to withdraw. The withdrawal of any participating organization from the collaboration shall result in termination of this collaboration agreement. The remaining organizations may choose to enter into a new agreement to guide their continuing work together.

10. Extension or amendment of this agreement

This agreement may be extended or amended only through unanimous agreement by X, Y, and Z. The decision to amend or extend the agreement, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the chief operating officers of each participating organization.

This agreement was unanimously adopted by designated representatives of X, Y, and Z on _____ (date). The signature of the chief executive officer of each participating organization

below, represents the full commitment of their organization to participate actively in the collaboration and implement fully all elements in this agreement.

Chief Executive Officer – X

Date

Chief Executive Officer – Y

Date

Chief Executive Officer – Z

Date