



[Name of Project]

**Partnership Agreement
between**

[Grant Holder]

and

[Partner(s)]

By signing this Partnership Agreement, each Party acknowledges that it has read the attached pages, and all agree to be bound.

The Partner(s) must be aware of the terms and conditions that are associated with the Grant that the Grant Holder has signed and must ensure that they do not act in a way that will affect Grant Holder's ability to adhere to the terms and conditions of the Grant Agreement (see Schedule 2).

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Partnership Agreement Particulars

The Parties

Lead Organisation/Grant Holder (“Lead”):

[insert name and address details (and company number or other relevant registration number (e.g. charity), if appropriate)]

Partner Organisation One (a “Partner”):

[insert name and address details (and company number or other relevant registration number (e.g. charity), if appropriate)]

Partner Organisation Two (a “Partner”):

[insert name and address details (and company number or other relevant registration number (e.g. charity), if appropriate)]

Project Details

Project Name (“the Project”): [insert the Project Name as shown on the Grant Agreement]

Project Purpose (“the Purpose”): [insert the Project Purpose – this should be the same description of the Project Purpose as set out in the Grant Agreement]

Project ID: [insert the project’s Project ID as shown on the Grant Agreement]

Grant (“the Grant”): [insert the approved Grant funding and the duration of the Grant Agreement as shown on the Grant Agreement]

Project Details

Project Plan Summary: [insert a summary of the Project Plan and Deliverables of each Party]

Lead/Partner	Deliverables	Due date
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Payment of Grant funding to Partners (“the Payments”)

[insert the Payments to be made to the Partners, when Payments will be made to the Partners and what Deliverables will be completed for each Payment as shown in the Project Plan]

Partnership Agreement Duration

Commencement Date:

[insert date which the last Party signed this Partnership Agreement]

Date of Expiry:

The later of [insert date] or the date on which all obligations imposed on the Lead under the Grant Agreement have been fulfilled.

Communications**Communication Lead:**

[name], [role], [organisation], [telephone], [email address]

Key Contacts**Lead Organisation/Grant Holder:**

[name], [role], [organisation], [telephone], [email address]

Partner Organisation One:

[name], [role], [organisation], [telephone], [email address]

Partner Organisation Two:

[name], [role], [organisation], [telephone], [email address]

Background

- A.** The Lead has obtained funding from The National Lottery Community Fund for the Project.
- B.** The Lead will be solely responsible to The National Lottery Community Fund to deliver the Project in accordance with the terms and conditions of the agreement that the Lead has entered into with The National Lottery Community Fund (“Grant Agreement”). The amount of funding and the duration of the Grant Agreement is stated in the Project Details. The Partner(s) must also comply with the terms and conditions of the Grant Agreement.
- C.** The Parties have agreed to enter into this Partnership Agreement to set out how they will work together to complete the Project.

Partnership Agreement structure

The following schedules form part of this Partnership Agreement:

Schedule 1	General Terms and Conditions
Schedule 2	Grant Agreement
Schedule 3	Project Plan

Upon signing, the Parties agree to be legally bound by this Partnership Agreement from the Commencement Date set out above.

Signed by the authorised representative of Lead Organisation

Name :

Position :

Signature :

Signed by the authorised representative of Partner Organisation One

Name :

Position :

Signature :

Signed by the authorised representative of Partner Organisation Two

Name :

Position :

Signature :

Schedule 1

General Terms and Conditions

1. Commencement and Duration

1.1. This Partnership Agreement shall commence on the Commencement Date and shall expire on the Date of Expiry as marked on the Partnership Agreement Particulars unless terminated earlier in accordance with these General Terms and Conditions.

2 Parties Obligations

2.1 The Parties agree to act lawfully in carrying out its obligations under this Partnership Agreement and ensure that it complies with:

- 2.1.1. the General Terms and Conditions of this Partnership Agreement;
- 2.1.2. the terms and conditions of the Grant Agreement;
- 2.1.3. all applicable legislation; and
- 2.1.4. any policies and guidelines issued by The National Lottery Community Fund including but not limited to equal opportunities and safeguarding and protecting children and adults at risk.

2.2. The Parties acknowledge that the Lead is acting as the lead organisation on the Project and is responsible to The National Lottery Community Fund for the completion of the Grant Agreement. Each Partner agrees not to act in any way which would or could cause the Lead to be in breach of the Grant Agreement.

2.3. To the extent that there is any inconsistency between this Partnership Agreement and the Grant Agreement, the terms and conditions of the Grant Agreement shall prevail.

2.4. Each Party shall have an adequate number of staff (including any new staff as required) with the necessary skills and experience to complete its Deliverable(s) stated in the Project Plan. The costs of employing such staff shall be met by the Party concerned (including any redundancy or other payments on termination of employment).

2.5. Each Party shall:

- 2.5.1. be responsible for its own staff who are allocated to work on the Project and shall comply with its own policies and procedures in respect of any such staff; and
- 2.5.2. have in place and comply with all policies and procedures required by law or relevant to the Project.

2.6. Each Party shall be responsible for managing its own finances in relation to the Project.

3. Lead Obligations

3.1. The Lead shall be responsible for the overall leadership and management of the Project and shall ensure full compliance by the Partner(s), with the terms and conditions of the Grant Agreement.

3.2. The Lead shall not be obliged to make any Payment(s) to a Partner unless it has received the Grant funding from The National Lottery Community Fund.

3.3. The Partner(s) acknowledge that the Lead shall be under no obligation to indemnify any Partner for any expenditure incurred which is in excess of the relevant Partner's agreed Payment(s) stated in the Project Plan.

3.4. If the Lead, acting reasonably, is of the view that any Party to this Partnership Agreement is not sufficiently delivering its Deliverable(s), the Lead will use all reasonable endeavours to maintain compliance with the terms and conditions of the Grant Agreement.

4. Payments and Contributions

4.1. The Lead shall distribute the Payment(s) to the Partner(s) on the dates set out in the Project Plan. Payment(s) made by the Lead to a Partner under this Clause 4 shall be paid to such Partner on the same terms and conditions as the Grant Agreement.

4.2. Each Party shall keep, in relation to the Project and the receipt and expenditure of all Payment(s) received under Clause 4:

4.2.1. accurate records and accounts showing income and expenditure;

4.2.2. receipts and invoices in relation to expenditure; and

4.2.3. details of how the Deliverable(s), as state out Project Plan, were completed.

4.3. Each Party shall keep the information listed in Clause 4.2 for a period of seven (7) years after the Expiry Date (“Retention Period”) so as to enable compliance with the reporting requirements of the Lead and/or The National Lottery Community Fund. If requested, the Partners shall permit The National Lottery Community Fund, the Lead and the Comptroller and Auditor General to inspect such information during normal working hours upon reasonable notice throughout the term of this Partnership Agreement and during the Retention Period.

4.4. A Party shall not incur any financial liabilities in respect to the Project that are not agreed to as part of the Project Plan. In the event any Party does so, it shall not be entitled to any indemnity or reimbursement of such financial liability from any other Party unless agreed in accordance with Clause 12.1.

4.5. Each Partner acknowledges that any Payment(s) to them by the Lead under this Partnership Agreement are paid from the Grant Agreement and do not represent consideration for any taxable supply for VAT purposes. Any such Payment(s) are distributed are inclusive of VAT (if any).

5. Partner Obligations

5.1. Each Partner represents to the Lead that:

5.1.1. it has the right, power and authority to enter into and fully perform its obligations under this Partnership Agreement;

5.1.2. it will perform its obligations under this Partnership Agreement with reasonable skill and care;

5.1.3. it shall comply with the Terms and Conditions of the Grant Agreement to the full extent that it is relevant to the Partner;

5.1.4. there are no material agreements existing to which the Partner is a party which prevent the Partner from entering into or complying with this Partnership Agreement; and

5.1.5. it has satisfied itself as to the nature and extent of the risks assumed by it under this Partnership Agreement and has gathered all information necessary to perform its obligations under the Partnership Agreement.

5.2. Without prejudice to any other remedies of the Lead under this Partnership Agreement, if a Partner fails to fulfil all or any of its Deliverable(s) as stated in the Project Plan, the Lead shall be entitled to withhold from such Partner all or any part of such Payment(s) which are associated with the relevant Deliverable(s). The Lead shall have sole discretion as to whether it subsequently releases all or part of the withheld Payment(s) if the affected Partner takes steps to comply with its unfulfilled Deliverable(s) under this Partnership Agreement.

6. Intellectual Property

6.1. For the purpose of this Clause 6, “Intellectual Property Rights” shall mean patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, goodwill, rights in designs, rights in computer software, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

6.2. The Parties intend that any Intellectual Property Rights created in the course of the Project shall vest in the Party whose employee created them (or in the case of any Intellectual Property Rights created jointly by employees of two or more Parties, in the Party who is noted in the Project Plan as having responsibility for the activity pursuant to which the Intellectual Property Rights were created).

6.3. Where any Intellectual Property Right is created and vests in the relevant Party in accordance with Clause 6.2, such Party shall:

6.3.1. not commercially exploit the Intellectual Property Right without The National Lottery Community Fund’s prior written consent; and

6.3.2. grant an irrevocable, non-exclusive licence to the other Parties and The National Lottery Community Fund, as necessary, to use such Intellectual Property for the purposes of publicising the success of the Project or on the terms as otherwise agreed by the Parties in writing.

7. Publicity and Branding

7.1. The Parties shall comply with The National Lottery Community Fund’s publicity guidelines as set out in the Grant Agreement and [as published on its website](#).

7.2. The Communication Lead shall be responsible for promoting the Project and all responses to media enquiries must be approved by the Communication Lead prior to issue.

8 Termination

8.1. The Lead may terminate this Partnership Agreement with immediate effect by written notice to the Partners if The National Lottery Community Fund suspends or terminates the Grant Agreement for any reason.

8.2. The Lead may, in its sole discretion, terminate this Partnership Agreement with immediate effect by written notice to a Partner in breach (“Breaching Party”) on or at any time after the Breaching Party:

8.2.1. is in material or persistent breach of any of its obligations under this Partnership Agreement (including the terms and conditions of the Grant Agreement) which (if the breach is capable of remedy) the Breaching Party has failed to remedy within twenty (20) working days after receipt of notice in writing from the Lead requiring the Breaching Party to remedy such breach;

8.2.2. suffers an insolvency event;

8.2.3. grossly neglects the Purpose and general objectives of this Partnership Agreement;

8.2.4. acts in any respect contrary to the provisions of this Partnership Agreement or to the requirement of good faith between the Parties.

8.3. If any Partner is unable for whatever reason to continue its participation in the Project, it shall notify the other Parties immediately on becoming aware of such circumstances and enter into good faith discussions with the other Parties as to how the departure of the affected Partners from the Project can be managed so as to cause the least possible disruption to the Project and whether it is possible for this Partnership Agreement to continue in force in respect of the remaining Parties.

8.4. On termination of this Partnership Agreement for any reason:

8.4.1. termination shall not affect the rights of any Party accruing or accrued prior to the termination of this Partnership Agreement; and

8.4.2. this Partnership Agreement shall continue in force to the extent necessary to give effect to those of its provisions which expressly or impliedly have effect after termination; and

8.4.3. the Partners shall promptly repay to the Lead any unused Payment(s) to them under Clause 4.

8.5. On termination of this Partnership Agreement for whatever reason the Parties shall use all reasonable endeavours to work together in good faith to enable an orderly transition and to satisfy the terms and conditions of the Grant Agreement taking into account the termination of this Partnership Agreement.

8.6. The Parties shall in the case of a minor or non-material breach utilise the dispute resolution procedure set out in Clause 11 prior to termination. Termination in respect of a Partner shall not terminate the Partnership Agreement in respect of the other Parties.

9. Confidentiality

9.1. Each Party shall take all necessary precautions, and apply the same confidentiality measures and degree of care to any confidential information disclosed to it by another Party as the receiving Party applies to its own confidential information to ensure that the information is treated as confidential and undertakes that it shall not at any time, save as permitted by Clause 9.2, disclose any other Party’s confidential information.

9.2. Each Party may disclose another Party’s confidential information to its employees, officers, representatives or advisers who need to know such information for

the purposes of exercising the Party's rights or carrying out its Deliverable(s) stated in the Project Plan. If a Party discloses confidential information under this Clause 9.2, it shall ensure that its employees, officers, representatives or advisers to whom it discloses such confidential information are made aware of and comply with the provisions of this Clause 9.3. The provisions of Clause 9.1 shall not apply to any confidential information which:

- 9.3.1. is or becomes public knowledge (otherwise than by breach of Clause 9.1);
- 9.3.2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from another Party; or
- 9.3.3. is required to be disclosed by any applicable law or regulation, or any court, or governmental or administrative or regulatory authority competent to require such disclosure.

10. Data Protection

10.1. The Parties shall comply with:

- 10.1.1. their obligations under the Data Protection Act 2018 in relation to any personal data processed in relation to this Partnership Agreement; and
- 10.1.2. the provisions, if any, set out in the Project Plan.

11 Dispute Resolution

11.1. Any dispute or difference between the Parties arising out of or in connection with this Partnership Agreement (a "Dispute") shall be treated in accordance with the provisions of this Clause 11.

11.2. If a Dispute arises, the Parties in dispute shall first seek to resolve the Dispute by escalation to the Key Contacts in the Partnership Agreement Particulars. The Key Contacts shall have ten (10) working days during which they will use their reasonable endeavours to resolve the Dispute.

11.3. In the event that the matter is still in dispute after completion of the process set out in Clause 11.2, the Parties shall refer the Dispute to mediation or some other form of alternative dispute resolution, until agreement can be made on how to address the Dispute.

11.4. Each Party will pay its own costs of mediation or alternative dispute resolution under this Clause 11.

11.5. If there is a Dispute, each Party will continue to perform its obligations under this Partnership Agreement as far as practical given the nature of the Dispute.

11.6. Each Party agrees not to start any court action in relation to a Dispute until it has complied with the process described in Clause 11, unless court action is necessary to preserve a Party's rights.

12. Variation of the Partnership Agreement

12.1. Any change to this Partnership Agreement is called a Variation. A Variation must be agreed by all Parties and recorded:

- 12.1.1. in writing and signed by all Parties, or
- 12.1.2. through an exchange of emails where the authors have delegated authority to approve the Variation

13. General

13.1. Nothing in this Partnership Agreement, and no action taken by the Parties pursuant

to this Partnership Agreement, shall constitute, or be deemed to constitute, the Parties as a partnership within the meaning of the Partnership Act 1890 or the Limited Liability Partnership Acts nor shall it constitute a joint venture or denote the relationship of agent/principal between the Parties and no Party shall be entitled to bind or hold itself out as being capable of binding any other Party.

13.2. Any notices to be given under this Partnership Agreement shall be in writing and shall be:

13.2.1. delivered by hand or by pre-paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

13.2.2. sent by email, addressed to the Key Contact indicated for each Party in the Partnership Agreement Particulars. Such notices shall be deemed to be served if delivered personally, at the time of delivery, if sent by post 48 hours after posting and if sent by email at 9.00 am on the next working day after transmission.

13.3. No Party shall assign its rights or transfer its obligations under this Partnership Agreement without the prior written consent of The National Lottery Community Fund.

13.4. A waiver of any right under this Partnership Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

13.5. This Partnership Agreement contains all the terms and conditions agreed between the Parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the Parties, whether oral or in writing. However, nothing in this Clause 12.6 shall operate to limit or exclude any Party's liability for fraudulent misrepresentation.

13.6. If any provision (or any part of a provision) of this Partnership Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the intention of the Parties.

14 Governing Law and Jurisdiction

14.1. Subject to Clause 11, this Partnership Agreement and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter (a "Claim"), shall be governed by, and construed in accordance with, the laws of England and Wales and the Parties agree irrevocably that the courts of England and Wales shall have exclusive jurisdiction to settle any claim.

Schedule 2

Grant Agreement

Send an exact copy of the Grant Agreement between Lead and The National Lottery Community Fund including the Terms and Conditions of Grant to your assigned funding officer.

Schedule 3

Project Plan

Send an exact copy of the Project Plan from the Application or as further amended by the Parties working with The National Lottery Community Fund to your assigned funding officer.