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**Instructions To Use Community Collaboration Agreement Template**

The following Community Collaboration Agreement template (Template) is designed to be used by nonprofits for their community collaboration work. We have created a Community Collaboration Checklist to be used alongside the Community Collaboration Agreement Template. The Template provides a basic contract (written agreement) for the nonprofit participants who are collaborating on a project to achieve a common goal. It is important to have a written agreement, also known as a “contract”, so that all the participating parties have something to refer to and everything is clear and agreed upon. Relying on people’s memory is not reliable and can change over time.

The Template can be used as follows:

* All yellow highlighted text is to be filled out with customized information for the particular parties and collaboration.
* All grey, green or blue highlighted text are bracketed and provides different alternatives or options to choose from and customize. When an option is chosen and customized, **please remember to delete brackets**.
* All pink highlighted and bracketed text are comments or notes to assist in completing that particular section. **Please delete the entire bracketed pink text after reading comments/notes**.

*[IMPORTANT NOTE: This is a template that is intended to provide the basic terms of a collaboration agreement. Every community collaboration project will need to customize this document, which may require deleting some of the provisions included here or adding provisions that are not included. Please think carefully about what is important to the parties to the agreement and the goals of the collaboration, to make sure that the important aspects of your collaboration are included in your agreement.*

*DISCLAIMER: This Agreement Template is for educational purposes only. This is not meant to be comprehensive, and in no way will this content be considered legal or any other form of professional advice or counsel. For legal or professional advice, please contact the relevant professional for your needs licensed in your jurisdiction. ]*

**COMMUNITY COLLABORATION AGREEMENT [Template]**

This Community Collaboration Agreement (the “Agreement”) is entered into as of

 [Month day, 20XX] (the “Effective Date”) by and between [Name of org 1], a Washington nonprofit corporation (“XXX”), [Name of Org 2], a Washington nonprofit corporation (“YYY”), [Name of Org 3], a Washington nonprofit corporation (“ZZZ”), and [Name of Org 4], a Washington nonprofit corporation (“AAA”) (XXX, YYY, ZZZ, and AAA each may be referred to as a “Party” and collectively, may be referred to as the “Parties”).

**1. CONTEXT and BACKGROUND [Also referred to as Recitals].**

**1.1** The Parties intend to raise funds for [Brief description of purpose of collaboration] (the “Community Collaboration”).

**1.2 [**Prior to the Effective Date, the Parties have collectively raised [Amount] DOLLARS ($XXX,000.00) in funds for the Community Collaboration (the “Total Raised Funds”).] [The Parties intend to work collaboratively to raise funds (the “Total Raised Funds”) and develop the Community Collaboration.] [Prior to the Effective Date, the Parties have collectively raised [Amount] DOLLARS ($XXX,000.00) in funds for the Community Collaboration, and intend to work collaboratively to continue raising funds and develop the Community Collaboration] (collectively, the “Total Raised Funds”).]

**1.3** The Parties hired [name of consultants] (the “Consultants”) to be consultants to the Community Collaboration and carry out the [list consultant/staffing activities such as: facilitation of community meetings, research gathering and analysis, writing of articles, blog posts and the final report.]

**2. AGREEMENT.** In consideration of the recitals set forth in §1 above, and for valuable consideration, each of the Parties therefore agrees as follows.

**3. PURPOSE.** The purpose of the Agreement is to: (a) [list activities that Community Collaboration is doing]; (b) …. (c) ….] according to the terms and conditions of the Agreement.

**4. ROLES AND RESPONSIBILITIES.**

**4.1 Collaborator Responsibilities.**  Over the course of the Agreement’s term, each Party will perform the responsibilities and services described in the General Statement of Work, attached here as Exhibit A (the “General SOW”).

**4.4 Fiscal Sponsor.** The Parties designate [one Party to be named as fiscal sponsor] as the fiscal sponsor under the Agreement (the “Fiscal Sponsor”). The Fiscal Sponsor will perform the responsibilities and services described in the Fiscal Sponsor Statement of Work, attached here as Exhibit B (the “Fiscal Sponsor SOW”) (at times, the General SOW and the Fiscal Sponsor SOW are referred to together as the “SOWs”).

**4.5 Final Report.** The Parties will use the feedback and other work product resulting from the actions described in the SOWs to create a single, cohesive report on the Community Collaboration to be shared with the [description of report recipients] (the “Final Report”). [This section may not be necessary if the collaboration does not have a Final Report. It’s included in here because final reports are common to community collaborations]

**5. FINANCIALS.** The Fiscal Sponsor is tasked with holding, managing and disbursing the Total Raised Funds according to the budgets and other actions described in Fiscal Sponsor SOW. In general, the Total Raised Funds will be used (a) to pay for outreach to the Community Organizations; (b) to pay each Party for performing its roles and responsibilities under the Agreement; and (c) for overhead and related administrative costs under the Agreement. The Community Collaboration budget(s) is/are attached here as Exhibit C (the “Community Collaboration Budget(s)”).

**6. TERM AND TERMINATION.**

**6.1 Term.** The term of the Agreement will be for [spell out number (#) year(s)/months], beginning on the Effective Date. There are no automatic renewal rights under the Agreement.

**6.2 Termination.**

**6.2.1 Terminating Participation or Cause.** In the event any Party breaches the Agreement, the non-breaching Parties may terminate the breaching Party’s participation under this Agreement, upon written consent by all non-breaching Parties. Any such termination must be provided to the breaching Party on spell out number of days (##) days’ prior written notice.

**6.2.2 Terminating Participation for Convenience.** Any Party may terminate its participation under this Agreement for convenience upon spell out number of days (##) days’ prior written notice.

**6.2.3 Terminating the Agreement.** The Parties may terminate the Agreement upon a majority vote of Parties.

**6.2.4 Obligations upon Termination.** In the event of an Agreement termination under §§6.2.1 or 6.2.2, the breaching Party or Party terminating for convenience must return any and all funds disbursed to it under the Agreement back to the Fiscal Sponsor. In the event of a termination under §6.2.3, each Party must return any and all funds disbursed to it under the Agreement back to the Fiscal Sponsor which will, in turn, work with the Parties towards dealing with such funds in accordance with the corresponding grant arrangements with the funders. [This green section is a potential option. How the group will manage funds of an organization that is leaving must be discussed by the group and stated clearly here.]

**7. MISCELLANEOUS.**

**7.1 Limitation of Liability.** None of the Parties will be liable to any or all other Parties for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues or for increased cost of operations arising in connection with this Agreement in any way. This §7.1 will apply (i) regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind, whether active or passive) or otherwise, and (ii) whether or not damages were foreseeable.

**7.2 Intellectual Property.** The Parties acknowledge that the Parties will [own an undivided interest in any and all right, title and interest in and to the following intellectual property created or resulting from the Agreement including, without limitation: (a) any and all data created by an individual Party in the course of the Community Collaboration; (b) inventions, improvements, developments or innovations resulting or derived from that are made, conceived or devised in connection with the Agreement, including all rights to patents, copyrights, trademarks and trade secrets related thereto; (c) all research, preliminary drafts, final documentation, and all other property and materials which are produced by any of the Parties,

The Parties acknowledge that all Intellectual Property is not a joint work or co-authorship. There is no obligation for the Parties to account for any proceeds that might flow from using the Intellectual Property.][There are other options regarding intellectual property, see Checklist for more explanation]]

**7.3 Insurance.** Each Party expressly understands and agrees that it will obtain its own new or, if applicable, maintain existing appropriate insurance protection for the actions anticipated by the Agreement. [If there will be in-person events with food, you may want to require parties to have general liability insurance, see Checklist for more explanation]

**7.4 Confidentiality.** The Parties acknowledge and agree that any and all conversations, email exchanges, and other communications they conduct among each other in connection with the Community Collaboration are confidential. [If health, education, employment or legal services or outcomes are part of the collaboration, please see Checklist for more explanation]

**7.5 Publicity.** The Parties will cooperate in good faith with respect to (a) any joint press releases; (b) marketing; (c) case studies; and/or (d) other publicity related to the Agreement (collectively, the “Publicity”). No Party will use the name or logo of another Party in any Publicity without the express written consent of the other Party.

**7.6** **Assignment.** No Party may assign or transfer or attempt to assign or transfer any part or all of this Agreement, or any of its rights or obligations, without the prior written consent of the other Parties.

**7.7 Choice of Law.** The Agreement will be governed by and construed according to the laws of the State of Washington.

**7.8 Dispute Resolution.** [You can choose to resolve disputes other than going directly to a court of law. This is often done to save the costs associated with going to court. Common choices are mediation and arbitration. The latter is far more formal and can be binding like a court judgement. There may be alternative dispute resolution methods that parties to a contract may select as well, such as using tribal law, or agreeing to a private judge. Below are two examples of mediation clauses. One simple and the other more specific. Just choose “will” or “may” depending on whether you want to make meditation mandatory. If you choose an alternative method of dispute resolution then your attorney can help you craft the more customized language.]

Option 1: “May” resort to Mediation

“If any material dispute, claim, or other matter arises out of or relates to this Agreement (a “Dispute”), then the Parties will first negotiate in good faith towards resolving the Dispute. If the Dispute cannot be resolved through such good faith negotiations, then the Parties may in good faith to settle the Dispute by mediation lasting at least one day before resorting to arbitration, litigation, or some other dispute resolution procedure. The Parties will share equally all costs, fees, and other charges related to mediation.”

Option 2: “Will use Mediation” , and if meditation doesn’t work, can move to other processes

“If any material dispute, claim, or other matter arises out of or relates to this Agreement (a “Dispute”), then the Parties will first negotiate in good faith towards resolving the Dispute. If the Dispute cannot be resolved through such good faith negotiations, then the Parties will in good faith to attempt to settle the Dispute by mediation lasting at least one day before resorting to arbitration, litigation, or some other dispute resolution procedure(pick one). The Parties will share equally all costs, fees, and other charges related to mediation.”

Option 2A: Specific additional Arbitration language:

If you would like to include arbitration as a dispute resolution option, there are specific rules on how the arbitration process is managed. It can be “binding” or “non-binding”. Binding means the parties are bound and must accept what the arbitrator decides. The language below is optional formal contract language for arbitration. Please see the Checklist for more information on arbitration.

“Arbitration. The parties agree to exercise their best efforts to settle any dispute arising out of or related to the Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation shall be resolved by binding/non-binding[See Toolkit for more information on whether arbitration should be binding or not binding] arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the “Rules”), as modified by the Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction of the dispute. Such arbitration shall be held in Washington state. The parties shall, within (twenty) 20 days of the issuance of a written notice of intent to arbitrate, as provided by the Rules, jointly select one (1) independent 9 arbitrator licensed to practice law. If the parties cannot agree on an arbitrator within the specified 20-day period, then the selection shall promptly be made by the AAA in accordance with the Rules and the criteria set forth above. In no event shall the arbitrator have the authority to make any award that is in excess of or contrary to what the Agreement provides. THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE PARTIES AGREE THAT EACH IS WAIVING THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF. THE PARTIES AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Except for matters relating to arbitrability or to the scope and enforceability of the arbitration provision or the interpretation of the limitations on class, representative, private attorney general, and non-individualized relief, all issues are for the arbitrator to decide. Furthermore, unless both parties agree otherwise, the arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.”

Option 3: Use a culturally specific dispute resolution alternative

This option will vary depending on the cultural group. It would be best to have an attorney help you draft this language, since there is no “template” language due to the variability of this option. See the Checklist for more considerations. Suggested language for a culturally specific dispute resolution provision might say:

“If any material dispute, claim, or other matter arises out of or relates to this Agreement (a “Dispute”), then the Parties will first negotiate in good faith towards resolving the Dispute. If the Dispute cannot be resolved through such good faith negotiations, then the Parties will in good faith to attempt to settle the Dispute by [enter description of culturally specific resolution process]. The Parties will share equally all costs, fees, and other charges related to [name of the process].”

**7.9 Entire Agreement and Amendments.** This Community Collaboration Agreement and its attachments contain the entire understanding between the parties. The parties can amend the Assignment only by a written document signed by all parties.

WHEREAS, the Parties have executed this Agreement as of the Effective Date.

**[Name of partner org 1] [Name of partner org 2]**

**BY:**  **BY:**

**NAME:** [Name of Exec. Dir] **NAME:** Name of Exec. Dir]

**TITLE: [**Executive Director] **TITLE:** [Executive Director]

**DATE:** **DATE:**

**[Name of partner org 3] [Name of partner org 4]**

**BY:**  **BY:**

**NAME:** [Name of ED] **NAME:**[Name of ED]

**TITLE:** [Executive Director] **TITLE:** [Executive Director]

**DATE:** **DATE:**

**EXHIBIT A**

 **GENERAL STATEMENT OF WORK ( “GENERAL SOW”)**

[Name of org 1], a Washington nonprofit corporation (“XXX”), [Name of Org 2], a Washington nonprofit corporation (“YYY”), [Name of Org 3], a Washington nonprofit corporation (“ZZZ”), and [Name of Org 4], a Washington nonprofit corporation (“AAA”) (XXX, YYY, ZZZ, and AAA each may be referred to as a “Party”, and all collectively, may be referred to as the “Parties”). The Community Collaboration [brief description of purpose]. [Name of Fiscal Sponsor] is the Fiscal Sponsor for the Community Collaboration.

1. Parties Responsibilities

The Parties’ Responsibilities, under this Statement of Work referred to as “Party Responsibilities”, include:

* + [List all Party responsibilities here in bullet points, examples are listed below.]
	+ The Parties will hire the Consultant
	+ Attend most community meetings
	+ Attend all retreats
	+ Attend most planning collaborative entity meetings
	+ Provide timely feedback to Consultant on all drafts of models and other requests for input.
	+ Provide assistance in staffing community meetings and retreats, including planning, facilitation, set-up, take-down, and other needed support
	+ Approve budget overruns in accordance with the Community Collaboration Agreement

**EXHIBIT B**

**FISCAL SPONSOR STATEMENT OF WORK**

**(“FISCAL SPONSOR SOW”)**

[Name of org 1], a Washington nonprofit corporation (“XXX”), [Name of Org 2], a Washington nonprofit corporation (“YYY”), [Name of Org 3], a Washington nonprofit corporation (“ZZZ”), and [Name of Org 4], a Washington nonprofit corporation (“AAA”) (XXX, YYY, ZZZ, and AAA may be referred to as a “Party”, and collectively, may be referred to as the “Parties”). Together the Parties are working on the Community Collaboration described in this Agreement.

[Name of Fiscal Sponsor] is a Washington nonprofit corporation with IRS section 501(c)(3) tax-exempt status and is the “Fiscal Sponsor” for the Community Collaboration, also referred to as the “sponsor.”

The Fiscal Sponsor will retain control and discretion over the use of the funds. This means that the sponsor must make disbursements for the sponsored project as if the sponsor is undertaking the project as part of its own operations and is solely legally and financially responsible. The Fiscal Sponsor has discretion to refuse to disburse funds if the sponsored project engages in any activities that would be prohibited for the sponsor as a 501(c)(3) tax-exempt organization.

In addition, to [Name of Fiscal Sponsor] responsibilities as a Party, as described in Exhibit A General Scope of Work, [Name of Fiscal Sponsor] will also have the following responsibilities as Fiscal Sponsor:

Fiscal Sponsor Responsibilities [Note that the following list of responsibilities should be customized for the particularl collaboration, and the items listed below are examples of typical fiscal sponsor responsibilities]

[Name of Fiscal Sponsor]’s responsibilities as Fiscal Sponsor under this Fiscal Sponsor SOW (collectively, the “Fiscal Sponsor Responsibilities” are as follows:

* + Receiving all monies from funders
	+ Disbursing all monies to Parties as described in Budgets, as described in Exhibit C BUDGETS and Payment Schedule below and remain in compliance with Section 501(c)(3) of the IRS Code.
	+ Disburse all unspent monies at the end of the project, to the Parties equally.
	+ Disbursing all monies to cover all expenses incurred for the Community Collaboration, as described in EXHIBIT C BUDGETS and Payment Schedule below.
	+ Obtain written (email is acceptable) approval for cost overruns in excess of $1000 above the Budget amounts listed in EXHIBIT C BUDGETS, from at least two of the Parties.
	+ Obtain written (email is acceptable) approval for modifications to attached Budgets, as described in EXHIBIT C BUDGETS, below by all of the Parties.
	+ The Reserve amounts in the Budgets, as described in EXHIBIT C BUDGETS, may be spent at Fiscal Sponsor’s discretion to further the purpose of the Community Collaboration.
	+ Providing periodic financial reporting to Parties
	+ Complying with all funder reporting requirements
	+ Fiscal Sponsor’s Employer Responsibilities:
		- Supervising and housing of Consultant. Consultant responsibilities are described below.
		- [Name of Fiscal Sponsor] will be the employer and contractor, and as such, will be responsible for payroll, including paying all payroll taxes, and issuing appropriate tax documents (W-2 and Form 1099) at the end of the tax years 2017 and 2018 as necessary under U.S. Federal Tax Law.

Consultant will have the following responsibilities and will be supervised by Name of Fiscal Sponsor]

* + [List Consultant or staffing responsibilities, examples listed below]
	+ Logistical duties of scheduling and hosting community meetings and retreats
	+ Documenting of process
	+ Note taking of community meetings
	+ Staff all community meetings
	+ Staff all Community Collaborative meetings
	+ Conduct outreach to community members to accomplish [Name of Community Collaboration] Purpose and outcomes.
	+ Be the main point of information and communication for the [Name of Community Collaboration].

Payment Schedule

|  |  |  |  |
| --- | --- | --- | --- |
| **Organization** | **Responsibilities** | **Amount** | **Payment Dates** |
| [Name of Fiscal Sponsor] | Fiscal Sponsorship Responsibilities (as defined above) | X% of total funding amount received + “Employer Services as defined in EXHIBIT C BUDGETS | * X% Upon receipt of grant from funders
* Employer Services –fee paid [Date of payment]
 |
| Participating Entities or “Parties” | Party Services (as defined above) | $XX – Party Fee amount defined in EXHIBIT C BUDGETS | $XX/each– [Date of payment][plus equal share of unspent monies at end of project, depending on Total Funds Raised] -[Date of payment] |

**EXHIBIT C**

**BUDGETS**

[to be added when Budgets are approved and final]