



Partnership agreement guidance

Applicants to **myplace** must submit a copy of their partnership agreement with their business and capital delivery plans. If you are successful under the standard route process this means that you will need to submit your draft partnership agreement within six months of receiving an in-principle grant offer. If we have confirmed that you can apply to **myplace** using the Fast-track process you will need to send your draft partnership agreement with your application form.

We will review your partnership agreement to check it meets our requirements and we may need you to make some changes. Under the **myplace** terms and conditions of grant the Big Lottery Fund must approve the partnership agreement before your project can start.

The amount of detail needed in the partnership agreement depends on the extent to which you are dependent on other partner organisations to deliver the project and achieve its outcomes.

Your partnership agreement when signed must be a formal written document that ensures that you can meet all the terms and conditions of grant; provide the Big Lottery Fund with all the financial monitoring and any other information required throughout the period of your grant agreement; and deliver the project on time and within budget.

You may find it helpful to refer to, or include, the **myplace** terms and conditions of grant in your Partnership Agreement. The partnership agreement must also state that if there is any conflict between the terms and conditions of the **myplace** grant and any other terms and conditions, then the terms and conditions of the **myplace** grant will always take precedence.

The partnership agreement must cover the period during which you will need the help and assistance from your partner(s) to ensure that you can meet all the **myplace** terms and conditions. In most cases we will expect the partnership agreement to extend beyond the initial capital phase, to cover at least the period over which partners have committed ongoing revenue funding to the project.

If you are awarded a **myplace** grant then the Big Lottery Fund will enter into a legally binding grant agreement with you and you will be accountable to the Big Lottery Fund for how the money is spent.

What should a partnership agreement include?

To help clarify what needs to be included in a partnership agreement we suggest that you look through our standard terms and conditions of grant and decide which ones are relevant to each of the partners involved in delivering the project. This will help identify what needs to be included in the partnership agreement to enable you to meet all our terms and conditions.

All the organisations in the partnership should also study our terms and conditions of grant carefully and agree what their responsibilities are and how they will carry them out.

Since a wide range of partnership arrangements exist and every project will be different, we cannot provide definitive guidance - we recommend that partnerships seek their own legal advice. However, we will expect partnership agreements to cover the following areas:

- **Purpose or aim of the partnership.** Also explain how the aim of the partnership links with the aim of the project.

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department for
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- **Who the lead organisation is.** Make it clear who the lead organisation for the purposes of the grant award is.
- **Details of each partner organisation.** State the names and addresses of all the organisations that are signing up to the agreement. Include details of key contacts.
- **Ownership of the asset(s).** Make clear the nature of the asset that the partnership will build or refurbish, who owns the asset and whether there is to be any transfer of the asset.
- **Financial and contractual arrangements.** If a partner organisation will supply goods or services as part of the project then you must include details of what will be delivered, how often, what the method of payment will be and when payments will be made. The Big Lottery Fund cannot be responsible for payments to partner organisations. This responsibility lies with you as the lead partner. You should include a statement that you will be responsible for all funds received from the programme and you will not be liable to make payments to a partner organisation until you have received grant payments. You must keep records of all project expenditure and be able to provide evidence of spending if requested by the Big Lottery Fund.
- **Roles and responsibilities.** Explain the main roles and responsibilities of each organisation in the partnership including the funding that each partnership is putting in. You should make clear which tasks and services each partner will be responsible for delivering and when.
- **Policies and procedures.** Include all that are required by law or relevant to the project, such as health and safety, equal opportunities and the protection of children, young people and vulnerable adults.
- **Administration, meeting arrangements and record keeping.** Explain what records will be kept and who will be responsible for collecting the information. You will have to complete regular progress reports for the Big Lottery Fund throughout the period of the grant agreement, so you need to make sure that relevant information held by partner organisations can be easily provided.
- **Communication.** Make clear how often the project will be discussed by the partnership and by what methods, for example, face-to-face meetings, phone or email. You should make it clear who will be responsible for promoting the project through the media and handle enquiries.
- **Branding and publicity.** Make clear that all partners agree that branding and publicity for the project will be in accordance with the **myplace** terms and conditions of grant.
- **Changes to the agreement.** Explain how changes to the agreement or disputes will be managed and resolved. Remember that a disagreement between partner organisations might mean that you may not be able to meet the grant terms and conditions.
- **Duration of the agreement.** Explain the duration of the agreement and the circumstances under which the agreement could be terminated, including the option for the lead organisation to terminate the agreement if for any reason we need to suspend or terminate the grant.
- **Approach to sustainability.** Explain how the benefits of the partnership will be sustained and explain how the partnership will continue to support the long-term viability of the project within and beyond the length of this agreement.
- **Governance.** Decision-making and governance arrangements for both the construction period and delivery of project.
- **A signed declaration.** All partners must sign the agreement *after* the Big Lottery Fund has approved it, as required by the **myplace** terms and conditions of grant.

If you have any questions about applications from partnerships please call our Big Advice Line on 0845 4 10 20 30 (Textphone: 0845 602 1659, this is for those with a hearing impairment) or email: general.enquiries@biglotteryfund.org.uk