

Partnership Agreement

between

and

each referred to as “Partner” and together referred to as
“the founding organizations” or “Partners”

This Partnership Agreement dated for reference this _____ day of _____, 2020.

For purposes of this agreement, the term Partner will only apply to one or the other of the founding organizations. Reference to other organizations which may be involved in aspects of the Children’s Centre will be made using alternate terminology described more fully herein.

I. Concept

_____ are further building their partnership to create a Children’s Centre which will provide children and their families’ early intervention resources and specialized support services to assist children with, or at risk of having, developmental disabilities to achieve optimal development.

II. Philosophy

Business Venture

The underlying philosophy of the Partners is for the Children’s Centre to have an equally shared identity and ownership from the beginning. This Partnership Agreement contains the overarching understanding, approach and business principles embedded in the formation of the Partnership arrangement between the founding organizations. While this Agreement will guide ongoing planning, decision making and strategy development, it is anticipated there will be

supplemental agreements between the Partners and including other organizations as may be required to address specific aspects of the initiative such as operations, financial arrangements or communications.

Service Delivery

The Centre will be a full integration of operations for early childhood and family service delivery with a shared vision for delivery of existing integrated services, for planning and implementing new and additional services going forward, and for shared ownership of operations, real estate and brand. The Partners' joint service delivery model is rooted in a philosophical alignment between the Partners based on mutual trust and a shared desire to simplify and improve the provision of services for children with, or at risk of having, developmental disabilities and their families.

III. Term

There will be no defined term of this agreement as the Partners' intention is to jointly support the Children's Centre initiative in perpetuity. However, the Partners commit to review and reaffirm this agreement periodically, with the period between reviews to be no more than 5 years. Exceptions to the acceptable review period may be made with agreement in writing of both Partners.

IV. Understandings

1. This agreement incorporates and replaces any prior partnership agreements between the Partners.
2. The Centre will place priority on integrating services from a variety of local and regional community social and health service organizations into a "one team" approach.
3. The Partners are committed to the understanding that the best way to ensure success for both organizations with respect to the Children's Centre is by way of a full partnership approach.
4. Quality service to children and families is the highest priority.
5. The target audience is for early intervention, children ages 0 – 6 and their families.
6. The Centre will be established under the following Vision, Mission and Values:

- **Vision Statement**

A community place for children and their families where learning, growing and achieving success is the primary focus.

- **Mission Statement**

To provide integrated one stop, state of the art early intervention and family support services to young children who have, or are at risk of having, developmental disabilities or disorders

- **Values**

Family centred practice that recognizes the centrality and importance of the family in the treatment of the child

Service planning and strategies which are responsive to and supportive of the child's family, child's strengths and the child's environment

Early intervention with young children which achieves good outcomes

Ease of access to service for both early intervention and for reducing stress on the child and family

7. The Centre will house current services provided by the Partners, services that have already achieved a level of integration to better serve children and families, and new and enhanced services will be added as opportunities present and as the Centre matures.

V. Governance/Decision making

1. There will be no separate governance structure to own, manage and operate the Children's Centre.
2. The legal structure of the partnership will be driven by the objectives of real estate ownership rather than the need to define decision process and authority.
3. Decision making will be joint on all aspects of the Centre except as otherwise assigned or agreed upon.
4. Board of Directors' participation from the Partners will include approval of the concept, approval of real estate purchase decisions and approval to engage the brand and assets of the organization in a joint initiative.
5. The CEO & Executive Director of the Partners will be responsible for managing the process, collaborating on decision making, communicating effectively with their respective Boards and integrating the joint operations of the Children's Centre.
6. The decision making framework will reflect equity of participation and support the distinct strengths and differentiation of community roles of the Partners.
7. Management and decision making regarding contracts for such areas as funding or service delivery will be made in the context of joint objectives, but, as required by the funder/service agency, will be done independently by the individual organization receiving funding/providing the specific service.
8. Accountability for the operation and success of the Children's Centre lies with the CEO & Executive Director and their respective Boards of Directors.

9. In cases where external expertise is to be engaged to effectively fulfill the operational needs of the Centre, joint agreement on the need to go outside of internal expertise will be reached.

VI. Additional Relationships

1. To realize the full potential of the Children's Centre vision, it will be necessary, expedient and desired to engage with additional parties outside of the two Partners.
2. These additional parties may be any one of or a combination of the following types of organizations to be included in shared arrangements:
 - Government ministry
 - Private sector (eg: pharmacy, health care professionals)
 - Municipal government
 - Public health agencies
 - Social service organizations
 - Others
3. These organizations and agencies will be referred to as Complementary Service Providers and will be differentiated from the Partners.
4. Specific arrangements with a Complementary Service Provider will be documented in a separate agreement which articulates the nature and terms of the arrangements.
5. The Partners maintain autonomy to develop, negotiate, and execute business relationships unrelated to the Children's Centre focus with other organizations without the agreement of the other Partner. The Partners agree to discuss any such plans as soon as deemed acceptable in order to give consideration to the impact of such external agreements on the Children's Centre partnership.

VII. Children's Centre Services Delivery

1. There is a commitment to integration of workplace culture.
2. There is a focused approach to continuous integration and joint management of services.
3. Standardization of documentation will continue.
4. Ownership of and obligation to the integrated operations of the Centre will be equally held by each of the Partners irrespective of the level of staff and funding provided by each Partner.
5. The CEO & Executive Director of the Partners will jointly establish organizational structure and identify roles and responsibilities.
6. Specific areas of ongoing operations may be jointly assigned to one or the other of the Partners for purposes of efficiency of operations and administrative expediency.
7. Detailed elements of integrated service delivery will be developed on an ongoing basis and will be documented in a separate agreement supplemental to this Partnership Agreement.

VIII. Children's Centre Building Management

1. Responsibility for maintenance and repairs, janitorial and other building related services rests jointly with the Senior Management of the Partners. Assignment of management tasks for this work may be to either Partner organization or to a third party service provider.
2. The Centre is envisioned to accommodate external service providers who will co-locate in the Children's Centre facility due to the close alignment with Centre services. Responsibility to manage third party leases rests jointly with the Senior Management of the Partners with active management to be assigned to one party, or handled externally, as the Partners agree.

IX. Ownership

The concept of Ownership within the Children's Centre will apply to the three areas of real estate, operations (service delivery) and branding.

1. The underlying principle for ownership is an equal share to be held by each of the Partners.
2. The most feasible options for ownership of the real estate of the Centre would be to hold as:
 - i. a joint venture of both Partners, or
 - ii. within a holding company with shares held by each of the Partners.

The ultimate decision around this aspect will be significantly driven by tax, regulatory and ownership transferability issues associated with each option.

3. Ownership of operations is dealt with more directly in the Children's Centre Services Delivery section of this Agreement. The authority and responsibility for service delivery will need to incorporate the influence and obligations to external parties.
4. Ownership rights to the Children's Centre brand will be equally shared by both Partners. The use and transfer of these rights to third parties will be jointly decided and any Intellectual Property registrations will be done on behalf of both Partners.
5. The aspect of ownership of relationships (both community relationships and funder relationships) is an extension of brand. Leveraging the benefits of these relationships will be done on a coordinated basis for the benefit of the Partnership, with the ownership of each relationship contact base to remain with the Partner providing the information. The Partners will operate within any limitations of implicit or contractual obligation to third parties.
6. If the real estate component of the Children's Centre is divided or partially sold to a third party, any benefits arising or losses incurred from the sale will accrue to each of the Partners on an equal basis, and the remaining real estate assets will continue to be held on an equally shared basis.

7. Occupation of the owned real estate outside of the Children's Centre portion of the building(s) by one of the Partners will be based on market rate lease of the space, with the resultant lease income to form part of the overall income from the building.
8. Ownership of equipment used in the delivery of services as part of the Children's Centre will be influenced by the source and defined purpose of funding for acquisition. Equipment acquired through the resources of the Partnership will remain an asset of the Partnership while equipment acquired through program funding will be an asset of the specific program.

X. Financial

As this Partnership arrangement is based on equal support and sharing of expertise and resources, the terms relating to financial matters also reflect this. Each of the Partners brings a different financial strength to the partnership, but one which is as important to success of the initiative as the other. It is the combination of financial strength and fundraising expertise which ensures the greatest opportunity for success.

1. Both Partners agree there is an equivalent, but differentiated nature of the value and financial contribution which will come from each of the Partners.
2. Each of the Partners acknowledges the financial strengths of the other and remains committed to the principle of equity of ownership at all times.
3. Both Partners agree to contribute financially, whether directly in cash contributions or in-kind contributions, to the project to the full extent that they are able to ensure joint success for the Children's Centre initiative.
4. Financial contributions of a third party to the Children's Centre will be evaluated and attributed according to a separate tri-partite agreement, with the underlying principle of equity between the Partners to remain intact.
5. Any requirement to provide financing support outside of that which would be available from a third party lender or investor will be reasonably negotiated and compensated according to the principles of a reasonable provider on a fair market basis.

XI. Fundraising

1. Fundraising initiatives by either Partner are expected to be either 1) a continuation of existing fundraising activities or, 2) dedicated to enabling the development of the Children's Centre. Opportunities for new agency fundraising initiatives which arise will be assessed in the context of this understanding and will only be pursued if not detrimental to attaining agreed upon funding goals of the Children's Centre.

2. Management and relationship building with funding sources will be based on joint effort and shared results wherever possible. Where unique relationships exist or are built with one of the Partners, these will be fostered independently as appropriate, but always on behalf of a shared outcome for the Centre.
3. All Children's Centre fundraising efforts will be done on behalf of the Centre and therefore not be attributed to one or the other founding organization unless otherwise agreed. Use of brand, stories, individual or shared experiences in the promotion of the Children's Centre concept will require specific authorization for disclosure and will be done for the joint benefit of the Centre.
4. Direct costs of fundraising activities and donor development will be supported jointly by the Partners. Joint funding may be identified early in the development of the initiative and deployed for this purpose.
5. Both Partners commit to establishing and providing long term support to a capital campaign for the specific purpose of raising funds in support of the Children's Centre.
6. An independent organization or individual will be engaged to support, plan and deliver on the capital campaign which will build fundraising capacity for the Partner organizations.
7. To maximize efficiency of the capital campaign it will be operated on behalf of the Partnership and housed within one of the Partner organizations. SHARE's expertise in the area of fundraising leads to selecting them to house the operations of the capital campaign.
8. Leveraging the relationships and contacts of each Partner for fundraising will be done on a coordinated and cohesive basis with the ownership of each contact base to remain with the Partner providing the information.
9. Identification of government or foundation financial support opportunities will be the responsibility of both Partners.

XII. New Opportunities/Competition

As new business opportunities emerge there will be times where the element of competition between the Partners exists. Where either organization is capable of satisfactory delivery of the service, this element of competition will be discussed. As new opportunities become available, the Partners agree to joint decision making to:

- submit to the funder a proposal of joint service delivery, or
- to recommend one or the other of the Partners as provider, or
- to each respond to a call for proposal and to therefore compete with each other for the opportunity, or
- to agree neither Partner will pursue the opportunity

XIII. Communication

1. There will be a jointly crafted communication plan with clearly articulated timelines which defines the coordinated approach to communication about the Children’s Centre and the use of the associated brand.
2. The communication plan will address various inputs and roles, targets, appropriate spokespeople, message content, different audiences, and varying communication needs over time.
3. In the absence of clear direction from the communication plan for a specific situation, the Partners agree to consult with one another to ensure awareness and the opportunity for input.
4. In the event that communication of the brand is done by one Partner for their exclusive benefit, consideration will be given to ensure the action in no way diminishes the other Partner organization.

XIV. Risks to a Successful Partnership

The Partners agree to identify and jointly work through risks as the Children’s Centre initiative progresses, such risks to include:

- the inability to raise sufficient funding, land acquisition or other resources to make the Centre a reality.
- the discontinuation of current practices for operational funding of service delivery such that the service delivery model will require substantive changes inconsistent with the Children’s Centre model.
- the inability of the Partners to resolve operational challenges to the extent that joint service delivery becomes unworkable.

XV. Conflict Resolution

In the course of carrying out the objectives of the Children’s Centre and carrying out the ongoing services and activities of each of the Partners there may be differences between the two Partners which develop over time. These differences may relate to philosophy, organizational culture, work or management patterns, or other aspects of the partnership.

1. The first and most desired resolution is open, frank dialogue on the issue and its underlying factors, to arrive at a common understanding of concerns and to find a mutually satisfactory outcome.
2. Both Partners agree to early identification of differences and open communication.
3. Upon the identification of a conflict between the Partner organizations, the following framework for intervention will be followed:

- at the Operations level:
 - a) primary clinical contact or direct staff will attempt to work through the differences together and find a satisfactory solution
 - b) if not satisfactorily reconciled, the matter will be referred to supervisory staff for their assistance and direction
 - c) if an appropriate solution is not found, Director level staff will become involved
 - d) final reconciliation will be done by the ED/CEO of each of the Partner organizations
 - at the Partnership level for matters concerning the Partnership Agreement, the jointly held real estate assets and the Children’s Centre brand:
 - a) initial discussions will take place at the Director level to find a solution
 - b) if not satisfactorily reconciled, the matter will be referred to the ED/CEO of each of the Partner organizations
 - c) if an appropriate solution is not found, the matter will be referred to the Board of Directors of each Partner
4. Use of third party facilitators will be undertaken as appropriate or necessary.
 5. When required, a process of mediated discussion or negotiation supported by a third party mediator will be followed.
 6. An external mediator satisfactory to both Partners will be engaged to create an appropriate resolution, to which both Partners may agree in advance to be bound.
 7. Senior management commit to ensuring that any agreed upon mediated solutions are implemented.

XVI. Unwinding of the Partnership

1. If unresolved conflict develops due to a change in circumstances of either or both Partners, or a change in the external environment, a decision will be taken regarding the dissolution of the Partnership.
2. The timeframe for notification in writing of the need and reasons for dissolution from one Partner to the other is a minimum of 1 year.
3. At the time of dissolution, all jointly held assets of the Partnership will be subject to external market value assessments to inform decision making about distribution.
4. Value of jointly held assets or assumption of related losses or debts will be attributed to each of the Partners on an equal basis.
5. The right of first refusal to acquire any assets being distributed will rest with the other Partner.
6. Should one Partner wish to acquire the assets of the other, they will propose a value and process for acquisition, and it will be the right of the other Partner to first complete the transaction on the exact terms proposed. If unable or unwilling to complete the transaction, the Partner initiating the dissolution will have the right to complete the acquisition as proposed.
7. Unwinding of the Partnership will not be considered a viable option until all other feasible avenues of reconciliation have been exhausted.

Agreement executed by both Partners this _____ day of _____, 2020, at

On behalf of

Chief Executive Officer

Chair of the Board of Directors

On behalf of

Executive Director

President