

Conservation Planning



Conservation By Design



Business Planning



Action Planning



Setting Priorities



Tools & Data



Partnering

Conservation Partnership Center

Step One: Prepare

Step Two: Select

Step Three: Negotiate

Step Four: Manage

Step Five: Measure

Step Six: Conclude

Conservation Gateway » Conservation Planning » Partnering » Conservation Partnership Center



Conservation Partnership Center

Step One: Prepare

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STEP THREE

BUILDING PARTNERSHIP AGREEMENTS

At this stage, partners need to make a tangible commitment to their collaboration. Creating a Partnering Agreement will allow your team to build common ground rules and clarify expectations for project implementation, but it will also help avoid potential misunderstandings and conflict in the future. Partnership agreements can cover a range of detail depending on the complexity of the relationship, the degree of formality that it may take and the level at which the partners will interact, but there is no rule on what type of agreement should be used to formalize a partnership; your legal and grants staff can help you determine what you need.

This section includes a deeper dive on some major components of a partnership agreement:

Laying the Foundation

Shared goals, communication, roles & responsibilities, exit strategy

Establishing Governance

Partnership structure, decision-making, dispute resolution, accountability

Addressing Funding and Resources

In-kind contributions, fundraising, and financial commitments

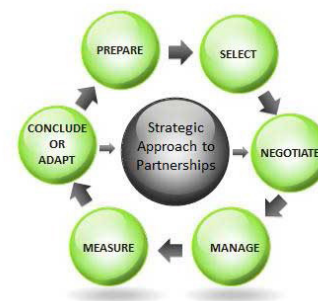
Additional Legal Considerations

Conflict of interest, intellectual property rights, confidentiality, logo use, and types of documentation

Note that while an agreement is the end product you're seeking at this stage, it's important to remember that the relationship with your partner(s) is still new, evolving, and likely rather fragile. Think broadly about who should be involved in negotiating and developing a partnership agreement - you will want input and buy-in from senior leaders, technical staff, your legal team and others. You will also want to be certain that you are always working towards building trust across partners. If an agreement is signed without the input of key players, and without a foundation of trust, it's unlikely that your partnership will result in the outcomes you are aspiring to. Click [here](#) for tips on building trust across partners, and click [here](#) for guidance on dealing with difficult negotiations.

Laying the Foundation

A core part of a Partnership Agreement should focus on documenting the fundamental reasons for collaboration and the ways the organizations intend to work together. Being clear about these things will help to avoid later misunderstanding and conflict. WWF has developed a useful Partnership Agreement tool to review (page 10 of the [Partnership Toolbox](#)).

**Tools**[Communications Agreement Template](#)[Sample MOU for Land Acquisition Partnership](#)[Partnership MOU Template](#)[Communications Agreement Example](#)[Partnership MOU Template in Spanish](#)**References**[Partnership Agreement example: East Maui](#)[New Alliance Launch Process - Vantage Partners Article](#)[Conflict Management](#)[Difficult Negotiations - Vantage Partners](#)[Understanding the Value of Backbone Organizations](#)[Collaborative Approaches to Decision Making](#)[WWF Partnership Toolbox](#)[Talking the Walk
A Communication Manual for Partnership Practitioners](#)[Protected Area Conservation Coalitions
A Guide for Evaluation and Strengthening](#)

For sample language that you can use in your own Partnership Agreements, click [here](#).

Shared goals: What is the vision for the joint work and what are the common questions that the partnership seeks to answer? Note that when forming goals/vision statements, using short, clear and compelling language can help build understanding and buy-in across partners and senior leadership. Also remember that goals can and should change over time to reflect new situations and project evolution.

Joint Work Plan: Some joint work plans are crafted during the negotiations process and appended to an agreement (see [section 4](#)). In other cases the agreement can specify the process of developing a work plan, to take place after the agreement is signed. Evaluation and measures of your partnership's effectiveness and health is critical, and should also be appended to the agreement. (see [section 5](#)).

Communication: Good communication within and outside the partnership is essential for a well-functioning relationship. [Talking the Walk](#) is an excellent resource to help guide partnership communication. Click [here](#) for a sample communications agreement and a [template](#) you can use for your own partnerships.

Internal communication: What are the best ways to convey information between partners (e.g. telephone calls, meeting updates, emails, formal reports)? Use this information and your shared needs to design an appropriate internal communications protocol for the team.

External communication: How will the partners communicate about the partnership with the outside world? Partners need to agree on coordinated messages, and establish clarity about who can approve joint communications materials, including press releases, fundraising proposals, public presentations, and any other document or appearance visible to audiences other than the partners.

Roles and Responsibilities: When you do not clearly understand your own and your partners roles and responsibilities, confusion, miscommunication and mistrust ensue. This is one of the most important elements to focus on during negotiations.

Roles: A partner might play any number of roles, including land manager, scientific researcher, community ambassador, funder, education provider, and more. When partner roles overlap, e.g., one partner plays the role of land manager as well as funder or researcher, or more than one partner will be buying land, you will need to be very thoughtful in delineating responsibilities, coordination and shared ownership.

Responsibilities: Detailing the precise outcomes expected from each partner's role may seem redundant but it forces much higher levels of specificity. For instance, one partner might take on the role of "scientific researcher." While you might think you know what that means, it is still necessary to define exactly what that role entails and what the partner will produce because different partners may have different expectations. Partners frequently have diverse ideas about what actions they are expected to perform, which is why responsibilities should be discussed clearly and documented in writing.

Exit or Moving On Strategy: What are the plans for exiting from the agreement? Under what conditions might the agreement be terminated prematurely? [Section 6](#) goes into detail about adapting and/or ending partnerships, but plans for exiting the partnership must always be addressed in the partnership agreement. All partners must understand the circumstances and criteria that can be used for both mutual and unilateral decisions to end or renegotiate a partnership. The criteria you choose will be specific to the partnership and project, but common examples include a specific date, the successful accomplishment of goals, and changing external situations. The [Moving On Toolkit](#) is an excellent resource for ending or transitioning a partnership.

[back to top >](#)

Establishing Governance

A governance plan should be included in a Partnership Agreement so that all organizations involved understand and agree on the rules by which decisions are made and how the partnership will be run. Good governance balances power and control equitably across partners, and operates in an informed and transparent manner. For sample language that you can use in your own Partnership Agreements, click [here](#).

Structure: Governance structures commonly evolve over time, as a partnership gets larger and more complex. A partnership needs a core decision-making body (e.g., a board), but topic specific advisory councils can strengthen the legitimacy and technical credibility of a partnership and prove useful to the board or ultimate decision making

Partners in Protected Area Conservation

The Partnering Toolkit

By the International Business Leaders Forum

Moving On Toolkit: Effective Management for Partnership Transitions, Transformations and Exits

Effective management for partnership transitions, transformations and exits

Stakeholder Engagement: A Good Practice Handbook

Partnership Fundraising Advice

Guidelines for Costing Out a Partnership

A tool to help estimate the cost of partnership. Please note that this tool was built using costs in Central America.

Partnership Agreement example: TNC-Big Sur

Cooperation, Coordination and Collaboration

A description of the varying degrees of partnership intensity

Case Studies

[Redwoods](#)

[Northern Sierra](#)

[CPC Case Study Sierra Nevada](#)

[Hawaii](#)

[DOD](#)

[Cosumnes](#)

[China](#)

[Atlas](#)

[Colorado Coalition](#)

body of the partnership. A good resource to review is FSG's [Understanding the Value of Backbone Organizations](#).

Decision-making: A partnership should discuss, agree on, and then post guidelines for reaching decisions early on in its development. Ownership and commitment to the partnership is greater when everyone is aware of all the information and participates in all decisions, your work may be more efficient when the partnership empowers individuals and small groups to act together to make decisions. Some questions to discuss with your partners:

- Does everyone always need to be at the table?
- Who gets the final say? On which issues? (e.g., budget, staff, dissemination, etc)
- Consensus? Democratic? Autocratic?
- Will leadership be shared? If so, how?
- Will decision-making responsibilities be rotated over time? How?

The most common approaches partnerships use to make decisions are either a consensus or democratic process or some combination. While the adoption of formal by-laws and the use of Roberts Rules of Order can be useful in terms of efficiency and structure, they can serve to stifle participation and influence over decision making. Informal processes can emphasize equity and shared power and control. For a description of options for collaborative decision-making, click [here](#). (adapted from [University of Washington](#))

Dispute-resolution: It's helpful to have a formal grievance process agreed upon across partners before a dispute emerges. Characteristics of good grievance processes include:

1. Procedures are culturally appropriate and very transparent;
2. Ensure no cost or retribution is associated with lodging a grievance;
3. Make it convenient for all partners to attend when a grievance is being heard;
4. Give the parties adequate time to air their concerns;
5. Listen respectfully – make sure all the partners listen actively;
6. Be transparent in any and all decision making processes – and have a transparent response time;
7. Document responses and the rationale for future reference; and have an appeal option

For more information on conflict management, click [here](#).

Accountability: For a partnership to be effective, partners must be accountable to each other and to other stakeholders for their actions and for the results of those actions. The partnership agreement should include language ensuring that each partner is responsible for its own actions and not for the actions of others.

[back to top >](#)

Addressing Funding and Resources

What resources are needed to implement the partnership and its projects? Needs and organizational commitments should be discussed and included in your Partnership Agreement. Remember to consider not only financial resources and their sources (e.g., transfers between organizations or fundraising), but also the wide-range of non-cash resources that member organizations can bring to the partnership. Click [here](#) for guidelines for assessing the costs of partnership.

For sample language that you can use in your own Partnership Agreements, click [here](#).

In-kind resources: The partnership agreement should include a description of what each partner agrees to contribute to the project, including the full range of cash and non-cash resources. It can be helpful to go through a resource-mapping process to identify the kinds of resources each partner can commit to contributing. For guidance on resource mapping, see page 12 of [The Partnering Toolbook](#).

Fundraising: Joint-fundraising often proves to be one of the most problematic and difficult aspects of a partnership. Click [here](#) for a set of guiding principles for fundraising for partnership projects. Key fundraising issues that need to be raised and resolved in the negotiations stage include:

- *Collaborative agenda:* Set your fundraising agenda together and make sure that member organizations incorporate this agenda into their own fundraising priorities.
- *Marketing:* Establish mutually agreeable messaging around the partnership and how partners roles and contributions to the partnership and its projects will be described to donors, external audiences, and through media outreach. Also consider donor recognition.

- **Donor identification:** Determine where do the donors for the partnership come from? Do the partners screen their own donor rolodexes or do the partners work towards developing new donors?
- **Roles and responsibilities:** Make sure it is clear to all partners who has responsibility for each step of the donor cultivation and stewardship process, from the initial engagement to the thank-you and project reporting. How do you hold each other accountable? In some cases one partner has refused to release funds raised until other partners raised their agreed upon amounts, as an additional incentive to the fundraising.
- **Distribution:** Be precise regarding how a donor's resources will be distributed among the partners?
- **Long-term ownership of donors:** How will existing donors brought to the partnership be handled after the campaign is over? Is a non-competition/no poaching clause important for protecting the donors that a partner brings? What does that look like and how is it enforced? How in the future do the individual partners work with donors that are new to the partnership? Are they up for grabs after the partnership is over?

Transfers of Funds: Be specific if funds are going to be transferred from partners to the partnership and the mechanism through which the transfer will take place. These funds may be from fundraising efforts of the partners or from other sources. Regardless of the source, there are essentially only two ways in which one organization passes money to another – through a contract, or through a grant:

- **Contracts:** In contract relationships you buy services or products. In a contract, you have total control over the service or product you are receiving. Sometimes partners apply for contracts that benefit a partnership. This can get very confusing, so under these circumstances both parties must be especially clear about roles and expectations arising from each arrangement.
- **Grants:** With a grant, your organization is giving money to a partner to carry out a piece of a joint workplan or to implement a part of a strategy. Your organization does not control the methods or the people, rather you entrust effective implementation to another entity. If your partnership already has a Declaration of Mutual Interest or a more binding agreement in place (see section on 'Additional Legal Considerations' for more information), and you now want to set up a grant, you can use an award letter or an amendment rather than creating a whole new agreement. The granting organization is responsible for ensuring that the partner is spending and administering the funds according to the original donor's intent. This can put real strains on partners, especially smaller international nonprofit organizations, who may not be set up to meet international donors' expectations for financial management. You might need to consider providing organizational development support to help the partner build the administrative capacity needed to manage those funds.

In addition to the rest of your partnership agreement, when funds are changing hands, you will want to negotiate these additional items:

- Amount of the grant
- Disbursement schedules
- Reporting requirements and schedules
- Whether political campaigning is allowed
- Liability
- Title to and Use of Equipment purchased with Grant funds
- If an endowment, how will it be managed
- Acknowledging the donor in reports and public papers and venues

Consult with your legal and finance departments when funds transfer between partners or from partners to the partnership is contemplated.

[back to top >](#)

Additional Legal Considerations

Whether your Partnership Agreement is formal or informal, binding or not-binding, you will want to consider and discuss a number of legal considerations with your new partners. For sample language that you can use in your own Partnership Agreements, click [here](#).

Conflict of Interest: Conflict of interest policies and other values or principles that are non-negotiable need to be shared up front. In more formal relationships, some organizations require that conflict of interest policy be included in contracts and legal documents.

Intellectual Property Rights: Ownership and credit for products from the partnership is a key issue, and is best discussed early in negotiations. Many projects lead to creation of scientific papers, published works, or other documents on which names and logos appear. Other issues such as who should be credited among contributors

(e.g. primary data gatherers, secondary data gatherers, local populations who responded to surveys) all should be clarified.

Confidentiality: Your agreement should clarify what information is public and what information is strictly confidential and cannot be circulated.

Logo Use and Visual Identity: Use of your logo is a critical concern. If and when partners decide to enter into a collaborative advocacy and/or outreach campaign, all parties need to be confident that their names and logos are being used in ways that are consistent with their organization's identity and mission.

Types of Documentation: There is no hard and fast rule on what type of documentation should be used to codify a partnership. The [intensity of your partnership](#) can help you decide the level of documentation you need, but your grants and legal staff are also critical at this stage in helping you identify the point when the relationship requires a written document, and what kind of document (binding or non-binding) is required – be in touch with them early and often in a partnership development process.

Typically partnership agreements, whether non-binding or more formal and binding, use names such as Memorandum of Understanding (MOU), Memorandum of Agreement (MOA), Partnership Agreement, or even Conservation Partnership Agreement (CPA). **Don't get distracted by names – Only the language that the agreement contains determines whether the document more or less legally enforceable.** All agreements, whether they are intended to be binding or not, need to be reviewed by your legal counsel.

Click [here](#) for a partnership MOU template (in Spanish, [here](#))

Click [here](#) for a sample MOU for a land acquisition partnership

NOTE: As you document your partnership, it is important to check with your legal team to ensure that no additional language is needed in your geographic area. For example in California and in Australia the term “partner” has a specific legal definition. For this reason, documents other than formal partnerships or joint venture agreements should include appropriately language to clarify your intent with these terms.

Non-binding agreements. Informal, non-binding relationships are a great way to build trust gradually and reliably over time while getting to know other organizations.

Declarations of Mutual Interest are usually designed to advance relationships in a non-binding way. They do so by focusing on overarching shared goals and mutual interests, sharing information; and ensuring that each party maintains separate goals, resources, and structures. These documents raise the profile of the partnership within their respective organizations by spelling out the importance of the relationship. They usually provide guidance that more specific enforceable agreements will follow. Remember, Declarations of Mutual Interest need legal review to ensure language is not legally binding.

Here are some reasons why conservation organizations might choose to document these agreements:

- As a prelude to a more formal partnership – enhancing the relationship without the stress and pressure of legally-binding agreements.
- As an opening agreement with governments with which an organization has not worked before, to help them get to know each other and help the organization better identify where it adds value in a new country.
- As an indication of intent to work together in the future.
- To introduce a formal tone as a prelude to getting better acquainted and bringing higher levels of political and managerial attention to the relationship.

These are two excellent examples of non-binding agreements that document the principles and practices for partnership:

[Organizational Guidelines East Maui Watershed Partnership](#)
[TNC-Big Sur Partnership Owners Manual](#)

Binding agreements Putting more teeth into a document moves it from a non-binding to a more formal relationship where levels of obligation are more clearly spelled out. Both goals and responsibilities tend to be articulated in more detail in binding documents. Binding agreements can be employed for any combination of the following reasons:

- Indicate a higher level of institutional commitment
- Secure greater organizational buy-in, in part based on higher levels of internal review and the need to engage more senior managers in both entities
- Detail specific roles and responsibilities that draw on key competencies of the parties
- Provide greater predictability in a relationship
- Clarify transactions and shared resources, information, access, training, equipment or people
- Require higher levels of transparency and clarity

- Clarify lobbying limitations and other issues in policy partnerships
- Jointly plan land selection and acquisition strategies or clarify land use permissions
- Clarify exit strategies and means of managing disagreements
- Share the reputational risks associated with the venture
- Address financial risks and responsibilities, including the transfer of funds (and therefore involving grants and contracts).

If you are negotiating a binding agreement with a partner, be sure that you have been given authority to do so by your organization. Ensuring that the person you are dealing with from the partner organization also has full authority to negotiate and sign an agreement can also save considerable time.

[back to top >](#)

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