

ACE Project Partnership Agreement Template and Recommended Attachments

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PARTNERSHIP AGREEMENT TEMPLATE

1. Identification of Partners

1. This Partnership Agreement (“PA”) is entered into on (insert date) by and between (list all partners engaged with the ACE project):

(Partner 1), a (insert type of organization e.g. public university) based at (insert address)
(Partner 2), a (insert type of organization e.g. public university) based at (insert address)
(Partner 3), a (insert type of organization e.g. sector partner) based at (insert address)
(Partner 4), a (insert type of organization e.g. sector partner) based at (insert address)

2. The parties are herein individually and jointly referred to as the ‘partner’ and the ‘partners’ respectively.

WHEREAS:

- 1.1 (Partner 1) and (Partner 2) are institutions of higher education, and (Partner 3) is a (e.g. private health clinic) taking an active part in (list overall project activities – e.g. joint research, curriculum development, faculty exchange, student exchange etc.), within the context of the Africa Centers for Excellence project and that project’s objectives, set out in Section 2 below.
- 1.2 The government of (insert country name) has offered the partners a grant amounting to \$(insert amount) to support the project, subject to the terms and conditions detailed in the Performance and Funding Contract (refer to separate document shared with all partners).
- 1.3 (Partner 1), as the Africa Center of Excellence (ACE), and lead partner, has accepted this grant on behalf of the partners.

- 1.4 The partners wish to enter into this Partnership Agreement in order to set out their respective rights and obligations under this arrangement.

3. Context of the Partnership Agreement

- 3.1. The objective of the Africa Centers of Excellence project is to promote regional specialization among participating universities in areas that address regional development challenges and strengthen the capacities of these universities to deliver quality training and applied research. The overall development objective of the project is to meet the labor market demands for skills within specific areas where there are skill shortages affecting development, economic growth and poverty reduction.
- 3.2. Partnership is a key modality of regional collaboration. The award specifies that at least 15% of project funding must be invested in partnerships, and at least 10% must be invested in partnerships activities with African partners (excluding national partners). The ACE is required to serve as a hub for a network of partner institutions including academic and industry partners.
- 3.3. The main objectives of the academic partnership are to; raise the quality of research and education in institutions in the region and; to raise the ACE's own capacity in research and education.

4. Objectives and Scope of the Partnership Agreement

- 4.1. The strategic objective of this Partnership Agreement is to contribute towards the shared project goal (outlined in section 2.1); to promote regional specialization among participating universities in areas that address regional development challenges and strengthen the capacities of these universities to deliver quality training and applied research.
- 4.2. At the operational level, this Partnership Agreement seeks to facilitate and to enhance academic cooperation and sharing of resources to deliver the agreed partnership activities (see Annex 1 below) towards the achievement of the project objectives.
- 4.3. This Partnership Agreement is not a legally binding contract, but rather a framework document underpinning a collaborative partnership between the respective institutions.

5. Governance, roles and responsibilities.

- 5.1. By virtue of the inter-institutional nature of this partnership, the partners' senior management teams shall commit themselves to the principles and approaches embodied in this Partnership Agreement, as well as its requirements and implications, to enable well-informed and supportive decision-making that facilitates its implementation.
- 5.2. For purposes of expediting the effective coordination and implementation of the activities covered by this Partnership Agreement, the partners shall nominate authorized representatives (Annex 2). The lead project contacts will participate in the project management group established by the ACE, to oversee the implementation of this Partnership Agreement.
- 5.3. As the ACE is the lead partner in this agreement, the ACE will take responsibility for:
 - (a) Convening regular meetings (insert frequency) of the partners and circulating the relevant documentation in advance of the meeting. Meetings will normally take place using ICT, to be cost-efficient, except when a physical meeting is necessary.

- (b) Financial management on behalf of the partners in accordance with the agreed project guidelines and project budget (Annex 3).
- (c) Oversight of the implementation of the Partnership Action Plan (Annex 1).
- (d) Compiling the annual project report with input from all partners, including reporting against agreed indicators, activity reporting, financial and qualitative reporting.
- (e) Discussing and resolving any issues with the partners as they arise.

5.4. (Insert name of Partners 2, 3, 4, etc. If their responsibilities differ, insert additional sections) will take responsibility for:

- (a) Participating in regular meetings of the partners.
- (b) Complying with the agreed budget for partnership activities.
- (c) Deliverables as outlined in the Partnership Action Plan (Annex 2).
- (d) Contribution to the annual report, and review and sign off on the annual report.
- (e) Discussing and resolving any issues with the partners as they arise.

6. Financial Management

- 6.1. The ACE is responsible for project financial management, including budgeting, expenditure and accounting. This includes specific responsibility for ensuring that 15% of project funding is spent on partnership activities as agreed in the Partnership Action Plan and project budget. The ACE is required to solicit concurrence from all partners for the expenditures.
- 6.2. Each partner is responsible for deliverables in accordance with the agreed Partnership Action Plan (Annex 1) and the project budget.

7. Monitoring and Evaluation

- 7.1. The partners shall inform one another about progress made, and challenges, in respect of each joint activity at regular meetings of the partners.
- 7.2. ACEs will be funded based on achievement of results that are annually reported (DLIs). The Partnership Action Plan captures partnership deliverables that will contribute towards those results. Partners agree to work together towards these results and or results relating to the attainment of DLIs.
- 7.3. The ACE will compile an annual report which will include reporting against indicators, activity reporting, financial and qualitative reporting. Each partner will provide the ACE with inputs for this report on request, following sufficient notice of requirements. The annual reports must be endorsed and signed off by all partners and the final version published and circulated to all partners.
- 7.4. Each year the partners shall review the operation of this Partnership Agreement and revise the specific collaborative activities and commitments for the upcoming year in line with the outcomes of the review.
- 7.5. The partners agree on the following additional monitoring procedures which will contribute to the review and development of the partnership:

- (i) Insert details here as needed
- (ii) Insert details here as needed

8. Intellectual Property

8.1. Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed or created by the students and faculty as a result of joint research or education activity during the course of this project shall be vested in both partners to this agreement. Partners shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and partners shall enter in good faith discussions in order to make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the partners agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of all partners, with the understanding that such consent should not be unreasonably withheld.

9. Confidentiality

9.1. All confidential information disclosed in writing and clearly marked “Confidential” by one partner to the others relating to this Partnership Agreement shall be kept confidential, and the partners shall under no circumstances disclose this information to any third party without prior written consent of all partners except when the provisions of law make allowance.

10. Liability

10.1. Each partner undertakes to perform its part of the project at its own risk and under its own sole liabilities.

11. Initiation and Termination of the Partnership Agreement.

11.1. This Partnership Agreement will come into force on the date that it is fully signed by all partners (see Section 1, above) and shall remain in force for the duration of the Africa Centers of Excellence project, from (insert project dates here) unless terminated by any partner.

11.2. Any partner may terminate the Partnership Agreement at any time by giving prior written notice of three months first to the other partners, then to the Regional Facilitation Unit, the Association of African Universities, although such action will only be taken after consultation with all partners, in order to avoid possible inconvenience to all concerned.

11.3. The partners agree that proposed changes to the Partnership Agreement’s contents or validity must be communicated in writing by the proposing partner to the other partners. Any variation to the Partnership Agreement must then be agreed in writing by all partners.

12. Disputes

12.1. The partners will make every reasonable effort to resolve all issues fairly by negotiation. In the event that the dispute cannot be resolved within a four week period the matter shall be referred to the Presidents or other leaders of the partner organisations involved, for resolution. Any dispute which cannot be settled amicably shall be finally settled by third party mediation. Each partner shall bear its own costs connected to such a mediation procedure.

List of Annexes:

Annex 1: Partnership Action Plan

Annex 2: Authorized Representatives

Annex 3: Partnership Budget

Annex 4: Results Framework and Monitoring

Annex 1: Partnership Action Plan

Description of the main partnership activities.

Guidelines: Describe the nature of the key activities that partners will undertake together. For example, joint research, faculty exchange and training, student exchange, curriculum development, research publications, policy briefs, share facilities/equipment,

Implementation plan

Guidelines: Use this template to outline the main partnership activities, deliverables and milestones. Provide additional notes on specific responsibilities, below the table, as needed.

Deliverable	Activities and Milestones	Year 1				Year 2				Year 3				Year 4				Responsibility
		Q1	Q2	Q3	Q4													
Develop and deliver joint curriculum in petroleum engineering laboratory methods	Lab and equipment procurement	X																ACE
	Faculty training workshops		X		X													ACE
	Offer new curriculum to 25 MSc students																	Partner 2
	Student visits to					X												

Deliverable	Activities and Milestones	Year 1				Year 2				Year 3				Year 4				Responsibility	
		Q1	Q2	Q3	Q4														
	ACE																		
	Offer curriculum to 50 MSc students						X			X									ACE
	Student visits												X						Partner 2
																			ACE
<i>Complete</i>																			

Annex 2: Authorized Representatives

	Partner 1 (Insert Name)	Partner 2 (Insert Name)	Partner 3 (Insert Name)
Lead project contact	Name: Address: Email: Phone:	Name: Address: Email: Phone:	
Financial contact	Name: Address: Email: Phone:	Name: Address: Email: Phone:	
Administrative contact	Name: Address: Email: Phone:	Name: Address: Email: Phone:	
Other contact (s)	Name: Address: Email: Phone:	Name: Address: Email: Phone:	

Annex 3: Partnership Budget

Guidelines: Use this template to outline the costs of the partnership activities. As outlined in section 5, above, the ACE is responsible for expenditure, according to this budget, on behalf of the partners.

Activity	Item	Cost				Total
		Year 1	Year 2	Year 3	Year 4	
Example: Activity 1: Joint curriculum in petroleum engineering	Item 1.1: Lab equipment installation	\$50,000				\$50,000
	Item 1.2: Lab equipment maintenance		\$5,000	\$5,000	\$5,000	\$15,000
	Item 2....					
Activity 1 subtotal						\$
Activity 2....	Item 2.1					
	Item 2.2...					
Total value of partnership budget in US dollars						\$65,000

Annex 4: Results Framework and Monitoring

(note this is a sub-component of the overall project results framework)

Guidelines:

Use this template to describe what success will look like in relation to the partnership activities. Include specific targets for Years 1-4 and agreed responsibilities in relation to data collection and sharing.

Indicators:	Unit of measure	Baseline	Year 1	Year 2	Year 3	Year 4	Frequency Of measurement	Data Source	Responsibility for Data Collection
Objective 1: Improve capacity of ACE and institution 2 for research and education in petroleum engineering									
Example: Number of students completing joint MSc module in lab methods for petroleum engineering	Students completing MSc module	0	25	50	75	100	Annual	University student records	Each institution will collect ACE will compile information
Objective 2....									

The partners have signed this Partnership Agreement which will come into force on the date outlined in Section 1.

Signature Page:

Signed on behalf of (Partner 1) by: _____

Printed Name: _____

Position: President/Vice-Chancellor/CEO

Date: _____

Signed on behalf of (Partner 2) by: _____

Printed Name: _____

Position: President/Vice-Chancellor/CEO

Date: _____

Signed on behalf of (Partner 3) by: _____

Printed Name: _____

Position: President/Vice-Chancellor/CEO

Date: _____