# PARTNERSHIP AGREEMENT

**BEST START**

[INSERT BEST START LOCATION]

# Fund Holder

The Best Start Fund Holder for this Partnership is [insert fund holder name].

The manager of this project at the Fund Holder is [insert name of most senior person responsible for Best Start at the fund holder]. Telephone: [insert contact number]. Email: [insert email address].

The Fund Holder engages the Best Start Facilitator on behalf of the Best Start Partnership.

# Acknowledgment of traditional owners

The [insert location] Best Start Partnership acknowledges the [insert traditional owners of the land upon which the partnership is based] community as the first owners of this country. We recognise the important ongoing role that all Aboriginal people have in our community.

# Aboriginal Cultural Beliefs

The Aboriginal cultural qualities that have been identified in Best Start and reaffirmed as part of the Best Start policy are:

* Our children are our present and our future
* Our children have access to good health, wellbeing and education programs so that they will be empowered to achieve their full potential
* Our children have a right to an education that strengthens their culture and identity
* Our children have the right to live in communities that are safe and free from violence
* Our children have the right to identify as Aboriginal Australians, to be proud of our history, cultural beliefs and practices
* Our children have the right to maintain connection to their land and country
* Our children have the right to maintain their strong kinship ties and social obligations
* Our children have a strong contribution to make to enrich the Aboriginal community and as member of the wider community
* Our children have a right to be taught our heritage by our Elders
* Our children should be taught to respect their Elders

# Preamble

This Partnership Agreement is legally non-binding and provides the framework and conditions under which organisations agree to work together to improve the lives of young children and families through direct service delivery, social support funding, policy development, and advocacy to address the needs of vulnerable and disadvantaged communities.

This Agreement is entered into by all in good faith and is not intended to create or in any way represent a legal relationship or obligation between Partners.

# Vision

***Communities work together in partnership to improve the learning, health and development outcomes of young children and their families, particularly those in greatest need.***

# Geographic Focus of Partnership

[Provide details of the geographic focus of the partnership]

# Purpose of Agreement

This Partnership Agreement outlines the commitment of signatory organisations and their nominated representatives in working together and within the Best Start Policy and Guidelines to contribute to and implement the agreed strategic actions of the [insert partnership name] Partnership.

# Responsibilities of Partners

The Parties to this Agreement are committed to working collaboratively to:

* take responsibility for the interests of all children, especially all Aboriginal children and children experiencing vulnerability, to engage and participate in MCH key ages and stages visits and early childhood education, and enter school as confident and involved learners
* work in a culturally inclusive manner with Aboriginal communities
* define and agree on the barriers and needs for their Best Start site that align with the Best Start vision, key directions, outcomes and the site’s area/s of focus
* develop a logic model and devise strategies and actions that partners agree to test through Plan Do Study Act (PDSA) cycles within their organisations to achieve Best Start outcomes
* prepare annual reports for submission to the Department.

# Governance Responsibilities

The Parties to this Agreement acknowledge the mutual obligations and responsibilities that exist in relation to the governance of the Best Start Partnership.

Best Start Partnerships must establish and meet the following governance requirements:

* a partnership agreement must be in place. Best Start sites may adapt the standard agreement to suit their local context or develop a locally appropriate version that supports the Best Start partnership.
* a chairperson must be appointed or elected for a specified period of time
* new Partners must be provided with a comprehensive orientation
* in Partnership meetings, Partnership member representatives must hold sufficient delegated authority to make decisions and commitments on behalf of their organisation, including directing participation of organisation staff in Best Start improvement teams. Partnership member representatives should also have capacity to share relevant data to inform measurement of improvement.
* working groups or improvement teams with a wider membership than the core Best Start Partners may be established to address specific outcomes
* Partnership agreements should be reviewed annually
* where the Best Start Partnership is part of a larger local early years network, Best Start business, strategies and reporting must appear as a regular agenda item with a clear line of sight to Best Start outcomes and the Best Start improvement approach.

# Participation and Representation by Partners

The Partnership Group will comprise the nominated representative of each of the Partners identified by this Agreement.

Organisations that are not signatories to this Partnership Agreement are not eligible to participate in meetings of the Partnership Group, unless invited to do so by the Chairperson through the Best Start Facilitator on behalf of the Partnership Group.

Organisations that are not signatories to this Partnership Agreement are eligible to participate in sub-committees, working groups and improvement teams of the Partnership.

The Fund Holder, the Best Start Facilitator and the sub-committees/working groups/ improvement teams will all report to the Partnership Group.

Participation of members in Partnership meetings will be based on the following:

1. the nominated representatives of Partners at meetings of the Partnership Group should have delegated authority to make decisions and commitments on behalf of the organisation they represent
2. the nominated representative of each Partner will be responsible to ensure that their organisation is committed to embedding an improvement approach and actively work to test practice changes in line with the logic model of the Partnership.

# Fund Holder Responsibility

The fund holder is responsible for:

* providing sound financial systems that ensure money is managed and spent in line with the Best Start Policy and Guidelines, and service agreement
* employing the Best Start facilitator and providing their professional support
* ensuring spending represents value for money
* ensuring Best Start reporting requirements, as outlined in the Best Start Policy and Guidelines and any subsequent amendments, are adhered to.

The fund holder is accountable to the Best Start Partnership and to the Department for appropriate management of funds and for clear and transparent reporting against expenditure.

# Sub-committees, Working Groups and Improvement Teams

The Parties to this Agreement will convene such sub-committees, working groups and improvement teams that may be necessary to facilitate achieving the aims and objectives of the Partnership and the implementation of the improvement approach as per the Best Start Policy and Guidelines.

Regular reports on the activities of sub-committees, working groups and improvement teams are to be presented to the Partnership Group.

# Partnership Meetings

The Facilitator is responsible for convening and providing notice of all meetings of the Partnership Group, and any sub-committees, working groups and/or improvement teams or as otherwise agreed by the Partnership Group.

An annual schedule of meetings will be determined by the members of the Partnership Group and will reflect as far as is possible appropriate frequency of meetings per year, a suitable meeting time and location that is most convenient and culturally inclusive to facilitate participation by the majority of members.

In the absence of the Chairperson, meetings of the Partnership Group will be chaired by a member appointed by agreement from among Partner representatives present at the meeting.

The role of the Chairperson will include the following responsibilities:

1. ensure the business of the Partnership is conducted in accordance with the aims and objectives of the Best Start Policy and Guidelines
2. manage Partnership Group meetings and facilitate open discussion
3. through the support of the Facilitator, extend invitations to non-Partner representatives and guests to attend meetings when required or requested by members of the Partnership Group
4. review and approve draft minutes prior to distribution
5. ensure that the issues and interests of stakeholder representatives are fairly and equitably represented
6. ensure proposed Plan Do Study Act cycles are clearly understood by Partnership member(s) participating in the work.

# Managing Differences

Partners will ensure that the decisions and strategic actions approved by the Partnership will be conducted in the best interests of children and families experiencing vulnerability and all Aboriginal children and families in [insert geographic area covered by partnership].

Any dispute between the parties will be identified and acted upon at the earliest possible opportunity. Disputes will in the first instance be dealt with by the designated manager from each agency, who will meet with the aim of reaching a resolution. If the matter cannot be resolved an independent mediator may be engaged by either party to resolve the matter. The cost of the mediator will be divided equally between the parties.

# Media Contact and Community Information

The Fund Holder will be the key contact for all media enquiries and distribution of information to the community about the Best Start Partnership.

Non-authorised members of the Partnership shall not be permitted to discuss the business of the Partnership with the media and will be required to direct any media enquiries to the nominated representative of the Fund Holder.

Contact with and information provided to the media, including newspapers, radio and television will be endorsed by the Partnership and issued by the Fund Holder. Ratification by respective individual Partner organisations will be required if media releases involve their organisation.

# Evaluation and Review

The Agreement and Logic Model will be reviewed annually with regard to progress made by the Parties in respect of achieving the agreed outcomes and relevance of the Logic Model in response to emerging data or community trends.

# Variation of Agreement

The Agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.

A Party to the Agreement may terminate their participation in the Partnership at any time by submitting written notification to the Chairperson.

It is expected that the Partnership will continue to expand to include new organisations that share a common interest and commitment to the objectives and outcomes of the Best Start program as per the Best Start Policy and Guidelines.

Subject to the approval and consent of existing Parties, new organisations may be invited or formally apply for membership to the Partnership and this Agreement amended accordingly.

# Term of Agreement

The Agreement will commence from the date of endorsement by each of the Parties, and will continue in force until such time that funding agreements that support the objectives of the Best Start program are withdrawn, or as agreed in writing by the Parties, or another Agreement is created that supersedes this document.

# Agreement Endorsement

Under Best Start Policy and Guidelines this Partnership Agreement may be formally signed off by the Area Executive Director of the Department of Education and Training, along with the authorised representatives of each Partner agency.

This is an acknowledgment of the important role of the Partnership and demonstrates the strategic commitment to the Best Start Partnership of each of the Partner agencies involved.

# Authorised Partnership Signatories

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| --- | --- | --- | --- | --- |
| **Organisation** | **Authorised Signatory** | **Position** | **Signature** | **Date** |
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# Nominated Partnership Representatives

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| **Organisation** | **Name** | **Title** | **Phone** | **Email** |
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# Agreement endorsement

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| **Chairperson name** |  | | |
| **Title** |  | | |
| **Organisation** |  | | |
| **Signed** |  | **Date** |  |
|  | | | |
| **DET representative name** |  | | |
| **Title** | Area Executive Director, [insert area] | | |
| **Signed** |  | **Date** |  |