**Partnership Agreement Sample Language**

**ALL** **Partnership Agreements need to have the following clauses in them:**

1. Confidentiality Clause
2. Compliance with all laws, regulations and contractual obligations and Compliance with Corporate Compliance Program

Please note: Investment Agreements should have the same or similar language in them as well.

Here are some examples of language which could be used.

**Confidentiality Clause**

1. Parties agree to hold each other’s Confidential Information in confidence and to use it solely to enhance the partnership and/or to further the objective of the partnership. Confidential Information may not be used for any other purpose and just not be disclosed to any third party without the prior written consent of the party who owns the Confidential Information. Each party will apply the same level of confidential treatment to the other party’s Confidential Information as it does to its own Confidential Information and will restrict access to only those of its employees, representatives or advisors wo require access to the Confidential Information in order to carry out the purpose stated herein.
2. A party must notify the other party(ies) in writing of any actual or threatened misuse or misappropriation of the Confidential Information of which that party becomes aware.
3. All Confidential Information, including all copies, must be promptly returned or certified as destroyed by the other party within 10 business days of (1) a party’s request; or (ii) expiration or termination of the Agreement between the parties.
4. For the purpose of this Agreement, Confidential Information shall mean all information or material disclosed by one party to the other that should reasonably understood because of legends or other markings, the circumstances of the disclosure, or the nature of the information itself, to be proprietary and confidential to the disclosing party and includes but is not limited to legal compliance data and information, corporate policies, personnel data, contract information, methods of operations, software, trade secrets, inventions, discoveries, know-how, other intellectual property and financial information. Confidential information includes any potential transactions, the targets of such transactions and all information and data related to such transaction. Confidential Information may be disclosed in written or other tangible form or by electronic, oral visual or other means.
5. Confidential Information does not include information which is (i)discovered or created by the non-disclosing party prior to the disclosing party providing it, (ii) is publicly known or subsequently become publicly known through no fault of the party who received the information; (iii) learned by the non-disclosing party through legitimate means other than receiving it from the disclosing party; or (iv) is disclosed by the receiver of the information with the written approval of the other party. The parties acknowledg4e that Confidential Information may be required to be disclosed pursuant to applicable law, court order or governmental regulation, agency rules, donor organization rules, in which case the non-disclosing party shall only furnish that portion of the Confidential Information that it believes in good faith after consultation with counsel it is legally required to disclose.

**Compliance With All Laws, Regulations, Contractual Obligations and Corporate Policies**

1. All parties hereto agree to comply with all relevant laws and regulations. All parties furthermore agree to comply with all donor-imposed regulations and contractually imposed obligations, including but not limited to those relating to fraud, corruption, collusion and coercive practices. To this end all parties agree to comply with its own and its partners relevant policies including but not limited to those set forth in their Code of Conducts and the Corporate Compliance Programs. A violation of any of the items referenced in this clause will be considered a substantial breach of the party’s, the non-breaching party must notify the breaching party within 5 business days of discovering the breach. The breaching party will have 10 business days to cure. If the issue cannot be cured, the Agreement in its entirety will be terminated at the non-breaching party’s discretion.
2. All parties further agree not to ask, nor to perform any acts which are contrary to the items referenced herein. If at any time a party is asked by another party explicitly of implicitly to do something that would violate this clause, or in any other way be considered unethical by the party being asked to perform the act, that party must refuse and if after explaining their position the matter cannot be resolved the party may terminate the Agreement.
3. If at any time any party to this Agreement or an outside source with the authority to do so conducts an investigation into an alleged act that could be construed as a violation of the policies, regulations, obligations or laws referred to herein, all parties agree to provide all records requested and to fully cooperate with the investigation. To this end, all parties must retain all relevant records including but not limited to the records relating to any work the parties to the agreement do together, the names and terms of employment of all people who engage in such work on the parties’ behalf, all payments and reports made to or received from all agents hired in connection with the work, and all payments and reports made to or received from any overseeing entity or client.

**Partnership Agreements with a partner in for a bid project need to also have:**

* + - 1. Clear delineation of which partner will perform which work
			2. Clear delineation of which partner will manage which work
			3. Clear delineation of which partner will oversee the management board

NOTE: The partner who will preform the majority of the work or the largest portion of the work (if there are more than 2 partners) must be the party submitting the bid document although all parties can contribute material to the documents.