

Specialist Homelessness Services Joint Working Agreement (JWA)

DATE: xx/xx/xxxx

BETWEEN:

(Party 1 – Lead Entity - Name of Organisation, ABN and address)

and

(Party 2 – Collaborating Party - Name of Organisation, ABN and address)

(accurately name all the parties to the agreement including listing the ABN and address of each organisation)

RECITALS / BACKGROUND (PURPOSE AND INTENT)

(Provide a brief but clear outline of what the agreement is about and what you are aiming to achieve together. This section of an agreement is usually referred to as the 'Recitals' or 'Background', and is not necessarily binding.)

TERM

(Clearly set out the date the arrangement will start and when it will end.)

ROLES AND RESPONSIBILITIES

(Clearly outline what each organisation's responsibilities are under the arrangement.)

STATEMENT OF WORK

(Define the work that each party intends to perform, how work is allocated and required resources.)

COSTS AND ASSETS

(Who will source or provide and pay for facilities or support used by the collaboration, e.g. premises, equipment, phone lines, consultants, employees?)

- *Will these assets then become the property of the collaboration, jointly owned, or remained owned by one party?*
- *If jointly owned, can each party use them?*

FUNDING

(If the agreement is about the delivery of SHS funded services, set out clearly which organisation will be responsible for administering the funding and how funding will be allocated between the parties:

- *What proportion of the funding will each party get?*

- *Will any administration fee be payable to the Lead Entity for administering the funding? The agreement should address this.)*

FUNDRAISING

(Will one party take responsibility for identifying funding sources and securing future grants or contracts? How will you co-ordinate this work? Will time spent on this be incorporated into payment made to the party responsible?)

INTELLECTUAL PROPERTY

(What intellectual property (such as copyright and trade marks) will be created as a result of the collaboration? The agreement should clearly set out who owns any existing and future intellectual property and on what terms the other parties can use it.)

COMMUNICATING WITH COLLABORATING PARTIES

(How will you:

- *Communicate with the other parties about the progress of your collaboration?*
- *Share additional information as a commitment to learning from each other or in relation to any funded project?*
- *Make referrals between the collaborating parties?)*

DISPUTES

(The agreement should have provision for dispute resolution between the parties and the Lead Entity and FACS.)

Note: *As per Section 20 of the Funding Deed – any dispute that arises between the collaborating party and the Lead Entity that impacts on the Funding Deed/PLA, FACS would manage the dispute directly with the Lead Entity.*

TENDERS

(The agreement may want to consider provision for tendering for future government funding as a joint entity, or individually as stand-alone entities.)

REVIEW

(The agreement should be used as a living document and include provision for review by the parties at set times, e.g. whenever one of the parties so requests, as directed by FACS, annually. Include set dates to assess how well the agreement reflects the way parties are working together, and how well the relationship is going. Any changes made to the agreement should be discussed and agreed, using the same process as for the original document.)

TERMINATION

(The agreement should be clear about when and how the agreement can be brought to an end. Usually agreements are able to be terminated early if one party fails to fulfil its obligations. You should also consider what will happen when the parties' relationship ends and what aspects of the agreement need to continue to apply after termination, e.g. confidentiality obligations and intellectual property rights.)

Note: *Under the terms of the Lead Entity's contract with FACS, the Lead Entity is responsible for informing FACS of any proposed change to a JWA or subcontractor arrangement negotiated in relation to the contract.*

LIABILITY, INSURANCE AND INDEMNITIES

(The agreement should make clear:

- Who is responsible for any loss or damage to any third (outside) party caused by any activity undertaken in the course of the agreement.*
- Whether one party agrees to (wholly or partly) indemnify or compensate the other party for any costs or liabilities associated with the activities to be performed under the agreement.*
- Whether insurance is required and which party is required to take out appropriate insurances.)*

Signatures

(Party 1 – Name of Organisation)

Signed by its duly authorised
Representatives

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date: xx/xx/xxxx

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date: xx/xx/xxxx

(Party 2 – Name of Organisation)

Signed by its duly authorised
Representatives

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date: xx/xx/xxxx

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

Date: xx/xx/xxxx

Please note: this template is provided as a sample only. Your agreement may vary depending on the points deemed appropriate for your collaboration – headings may be added to, deleted or changed to ensure your agreement best meets the needs of your JWA arrangement.