

Collaboration in South Temiskaming

**Handbook of Resources and
Collaborative Agreement Generator**

for small, not-for-profit organizations
in South Temiskaming

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2021



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INTRODUCTION

The purpose of this document is to provide a simple but practical guide for organizations in South Temiskaming to participate in successful collaborations. Although it may be of use in a wide range of situations and for a broad array of partnerships, the intent is to support the efforts of small not-for-profit organizations run by volunteer Boards of Directors, with few or no support staff.

Please note that this document is meant only as a guide; it is important for organizations entering into collaborations ensure agreements match their purposes and, if they are a registered charity, follow the laws and guidelines, and terminology as per the *Partnerships for Community Benefit: A Canadian Handbook on Partnerships between Charities and Non-Charities*.¹

PROJECT BACKGROUND

Funded by FedNor, Projet COLLAB Project is a collaboration between le Centre culturel ARTEM (ARTEM), the Temiskaming Art Gallery (TAG), le Conseil des arts Temiskaming Arts Council (CATAC), and le Conseil de la Coopération de l'Ontario (CCO). Projet COLLAB Project is an exploration of the potential of collaborations amongst arts and cultural organizations across South Temiskaming.

The Handbook of Resources and Collaborative Agreement Generator for small, not-for-profit organizations in South Temiskaming is a result of this work. A key element of this document is the online Collaborative Agreement Generator, an interactive online tool to help partners develop the details of the collaborative agreement that works best for their particular project. The online tool can be completed using the guide on page 10 of this Handbook, and can be found online at: <https://www.catac.org/projetcollabproject>.

COLLABORATION IN SOUTH TEMISKAMING

Collaboration may be defined in simple terms as partners (individuals, organizations, networks) coming together to work toward common goals. There are many reasons why, and ways in which, collaborations take shape, but they generally follow these four main stages (adapted from the Ontario Trillium Foundation's 2010 report *Strengthening Collaboration in Ontario's Not-for-profit Sector*²):

Stage One: Exploration

potential partners are sought out and/or confirmed, and shared outcomes are determined;

Stage Two: Formation

partners move from an implicit understanding to explicit rules of engagement;

Stage Three: Implementation

outcomes are achieved; and

Stage Four: Transformation, or Dissolution.

This Handbook is intended to inform Stage Two: Formation of the collaboration. For further support on all stages of collaboration, these two Canadian guides may be useful:

1. *Participating Effectively as a Collaborating Partner: A United Way Toronto Toolkit.*³

2. *The Partnership Toolkit: Tools for Building and Sustaining Partnerships,*⁴ prepared by the Collaboration Roundtable of government and non-governmental agencies in the Lower Mainland region of British Columbia.

Further, for organizations that are registered charities in Canada, it is advisable to follow the guidelines and terminology as described in *Partnerships for Community Benefit: A Canadian Handbook on Partnerships between Charities and Non-Charities*.

STAGE ONE: EXPLORATION

Why Collaborate?

In general, collaborations can lead to:

- increased access to resources, including funding, knowledge, space, equipment, skills, experience, staff/volunteers, members/audiences;
- greater community engagement; and
- an overall increase in organizational capacity.

In particular, for South Temiskaming, as described in the Northern Policy Institute's 2018 study and subsequent commentary paper *Places to Grow: Best Practices for Community-based Regional Economic Development in Ontario's North*,⁵ we face unique challenges in Northern Ontario, and we require equally exceptional solutions. Key findings of the study include:

1. Communities that forged partnerships with adjacent communities and organizations had more resources to draw upon in building capacity; and
2. Infrastructure is often inadequate, but through creative cost-sharing agreements or partnerships, communities can upgrade for the 21st century.

It is essential for local and regional organizations to share resources whenever possible to minimize the limits imposed by the realities of our rural and remote communities. Collaborations can help organizations more effectively achieve their missions, support their memberships, and build community.

Identifying Potential Partners

The selection of partners depends very much upon the purpose of the project. Often collaborations develop quite naturally: organizations will recognize a shared purpose, and partnerships develop from there.

On the other hand, situations can arise wherein an organization recognizes a gap in capacity, and will seek out a partner with this resource to support their project. In this case, the Temiskaming Shores Chamber of Commerce (TSCC)⁶ listings may be convenient. As of 2021, there are 48 not-for-profit members of TSCC listed here, along with contact information. For more information on selecting potential partners, including tools for partner identification and compatibility tests, see *The Partnership Toolkit: Tools for Building and Sustaining Partnerships*. For tools to assess alignment of the collaboration with your organization, see the *Participating Effectively as a Collaborating Partner: A United Way Toronto Toolkit*.

STAGE TWO: FORMATION

Whether the partnership has developed naturally over time, or partners have been sought out to support a particular aspect of a given project, it is essential to have something in writing. The collaborative agreement is key to a successful collaboration, and the central component of Stage Two, the formation of the collaboration.

For each participating partner, a written collaborative agreement ensures:

- alignment with mission, mandate, and values;
- scope of the project;
- clarity of purpose;
- confirmation of resource commitment(s);
- understanding of roles and responsibilities; and
- means to effectively manage conflicts, issues, or changes that may arise over the course of the collaboration.

Registered Charities

If the collaboration involves a transfer of charitable dollars from a charity to a non-charity, is important to comply with guidelines set out by the Canada Revenue Agency, described in the best practices handbook *Partnerships for Community Benefit: A Canadian Handbook on Partnerships between Charities and Non-Charities*:

It is important to emphasize that the partnership between charities and non-charities is a legal relationship. Under CRA guidelines, the charity must monitor, regulate and control the funds. The charity must retain direction and control of the charitable funds and the activities of the non-charity must align with the charity's mandate and contribute to the achievement of that mandate. In this case, the charity must retain control over how the money is spent to reflect the charity's charitable program.

The four types of CRA partnerships described in the handbook are:

- 1. Agent relationship:** using an agent to carry out activities on the charity's behalf; for example, to reach a particular geographic area.
- 2. Contractor relationship:** hiring an individual or organization to provide specialized services the charity does not have within its organization.
- 3. Joint venture relationship:** partnering with another organization to provide charitable services; each partner contributes resources (resources are pooled) and decisions about how to use the resources are made jointly. There is a transfer of funds from a charity to a non-charity.
- 4. Co-operative venture relationship:** the charity works side-by-side with another organization to complete a charitable activity. Although the organizations work co-operatively to accomplish the project, each organization maintains responsibility for their own part of the project. In this case the charity does not direct or control the activities of the other organization. Instead, it must ensure that the other organization contributed what they committed towards the project to demonstrate that the activities were carried out in the manner they were intended (co-operatively).

Under a co-operative venture relationship, each partner provides the resources needed for their activities. They work side-by-side to accomplish a shared goal. There is no pooling of resources, and no transfer of charitable funding.

The Collaborative Agreement Generator

Our Collaborative Agreement Generator is intended to support organizations writing a collaborative agreement to work together under this last type of partnership: co-operative ventures. In this case, even if one partner is a charity, there is no transfer of charitable funds, and therefore the details as set out in the CRA handbook are useful, but it is not necessary to follow them to the letter. Our Collaborative Agreement Generator should serve the purposes of establishing an agreement between the partners undergoing this type of collaboration.

If, however, the collaboration does fall under one of the other three categories, and if one of the partners is a charity, our Collaborative Agreement Template may not suffice. Instead, the agreement should be prepared following the guidelines as set out in *Partnerships for Community Benefit: A Canadian Handbook on Partnerships between Charities and Non-Charities*, seeking further advice as necessary.

The Collaborative Agreement Generator is found online at: <https://www.catac.org/projetcollabproject>

Alternatively, the template can be downloaded as a Word document to be filled in manually.

A sample Collaborative Agreement as prepared through the Collaborative Agreement Generator is found in Appendix A.

Also available for download on the CATAC website are a Request for Proposals template, and a Collaborative budget template.

Using the Collaborative Agreement Generator

Section One: Collaborators

- Fill in details about each organization

Section Two: The Collaboration

What is the overarching goal of the collaboration?

- Use a simple phrase to describe the main purpose, such as “to support arts and culture in the region.”

Briefly describe how this goal will be achieved.

- Use a simple phrase to explain the activities that will take place in order to carry out the purpose, of the collaboration, such as “by hosting live and online workshops and performances at Open Studio Libre”

Section Three: Duration

- Type in the date in the exact format you would like to see in the final document, for example “June 23, 2021” or “2021-06-23”.

Section Four: Resources, Roles, and Responsibilities

The optional box, ‘lead organization’, may be checked by only one collaborator; it is possible that none check it.

Whether or not there is a lead organization is up to the collaborators; some rationale for having a lead may include that one collaborator has successfully applied for a grant to carry out the work, or that they are the only formally incorporated organization in the collaboration and therefore would like to lead the project in order to remain true to their mandate. These details can be added under ‘Responsibilities’.

Examples of resource commitments:

- staff/volunteers
- space
- accounting
- fundraising
- marketing
- reporting

Examples of responsibilities:

- submit application for funding
- communicate with funder
- maintain financial records for the project funding
- complete and file funding reports

Type in the information in the same format you would like to see it in your final document (sentence structure, point form bullets, etc.)

Section Five: Finances

Type in the information in the same format you would like to see it in your final document. If you have a budget, you can choose to add it as an Appendix (check the appropriate box). The online tool is not able to attach uploaded documents to your Agreement, and so the addition of the Appendix will have to be done manually once you have downloaded your Agreement in pdf format.

Section Six: Decision Making

The generator provides three options for decision making.

Section Seven: Risk Assessment

The basics of a simple risk assessment will be covered; see References on page 14 for more details on developing a more

detailed risk assessment if required.

Section Eight: Evaluation

How often will the collaboration be evaluated?

- For example, ‘monthly’, ‘at each Committee meeting’, or ‘at the end of the project’.

What form will the evaluation take?

- For example, ‘a written report shared with all collaborators’, ‘a discussion during the final meeting for the project’, or ‘a funding report’.

What are the indicators of success of the collaboration?

- For example, ‘funding requirements are met’, ‘500 community members are engaged, 5 performances are presented online, and 5 local artists are paid at CARFAC rates.’

Section Nine: Termination of this Agreement

The final slide provides the option to preview your document before downloading as a pdf. You may click back through the Generator and edit any of your responses.

The inputted information cannot be saved, so be sure to carefully review your Agreement before navigating away from the Generator.

STAGES THREE AND FOUR

The implementation and conclusion (or transition) of the collaboration are beyond the scope of this document; a well-prepared collaborative agreement should guide the partners efficiently and effectively through these stages.

Again, both the *Participating Effectively as a Collaborating Partner: A United Way Toronto Toolkit* and *The Partnership Toolkit: Tools for Building and Sustaining Partnerships* provide excellent tips and tools to guide collaborative projects through all stages toward success.

REFERENCES

- ¹ *Partnerships for Community Benefit: A Canadian Handbook on Partnerships between Charities and Non-Charities*: https://communityfoundations.ca/wp-content/uploads/2019/05/Better_Together_2015.pdf
- ² *Ontario Trillium Foundation, Strengthening Collaboration in Ontario's Not-for-profit Sector*: https://ignitenps.com/wp-content/uploads/2017/05/OTF-Collaboration-Report-Final-July-16_Final-2.pdf
- ³ *Participating Effectively as a Collaborating Partner: A United Way Toronto Toolkit*: <https://www.unitedwaygt.org/document.doc?id=232>
- ⁴ *The Partnership Toolkit: Tools for Building and Sustaining Partnerships*: <https://www.mosaicbc.org/wp-content/uploads/2016/12/partnership-Toolkit.pdf>
- ⁵ *Northern Policy Institute, Places to Grow: Best Practices for Community-based Regional Economic Development in Ontario's North*: <https://www.northernpolicy.ca/upload/documents/publications/commentaries-new/commentary-mcintyre-w-en.pdf>
- ⁶ *Temiskaming Shores Chamber of Commerce (TSCC) listings*: https://tsacc.ca/members/?page_833f3=2 Under the 'Members' tab, select 'Non-Profit & Community' under 'Education, Non-Profit & Community' and then click 'Search'.

APPENDIX A : COLLABORATIVE AGREEMENT SAMPLE

COLLABORATIVE AGREEMENT

Between

Temiskaming Rainbow Connection

and

South Temiskaming Events Group

About Organizations

Organization	Contact
Temiskaming Rainbow Connection 123 Baker Street Haileybury Ontario P0J 1K0 P.O. Box 579	Jane Doe janedeer@gmail.com 705-672-3970
South Temiskaming Events Group 273 Thompson Avenue New Liskeard Ontario P0J 1P0 P.O. Box 9271	Joe Deer joedeer@gmail.com 705-647-2098

Purpose of the Agreement

Temiskaming Rainbow Connection and South Temiskaming Events Group have agreed to work together to provide our community with accessible performing arts experiences. This will be accomplished by presenting a series of in-person and online professional arts performances by artists in the region. This agreement describes their understandings and commitments to this collaborative effort.

Duration

This agreement will guide the collaboration for the period beginning September 30, 2021 and ending May 31, 2022. The scope and duration of the collaboration may be amended and/or extended through the joint agreement of Temiskaming Rainbow Connection and South Temiskaming Events Group to amendments to this agreement as described under the 'Extensions or amendments of this agreement' section.

Resources, Roles and Responsibilities

Each participating organization has agreed to commit resources to the collaboration. All participating organizations will contribute:

1. The time and effort required for consistent participation by the organization in this Agreement.
2. Careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage and ensuring appropriate supervision for staff, and volunteers, and use of facilities and equipment contributed to the collaboration; and
3. The resources of their organization required to ensure fulfillment of specific commitments described below.

Resources

Temiskaming Rainbow Connection:

- * staff and volunteers
- * connections to performing artists and audiences
- * experience in presentation of performances
- * financial contributions
- * grant-writing

South Temiskaming Events Group:

- * staff and volunteers
- * financial contributions
- * venue

Roles

Temiskaming Rainbow Connection is the lead organization in this collaboration.

Responsibilities

Temiskaming Rainbow Connection:

- * prepare and submit grant applications
- * ensure funding requirements are met
- * report to funders
- * hire performing artists
- * market and promote performances

South Temiskaming Events Group:

- * provide venue
- * promote and market performances

Temiskaming Rainbow Connection and South Temiskaming Events Group will each retain responsibility and liability for the actions of their volunteers, and if applicable, staff.

Finances

The financial arrangements of this collaboration are:

Temiskaming Rainbow Connection (TRC) and South Temiskaming Events Group will each provide \$2,000 cash toward the collaboration, as well as other services in-kind.

Further, TRC will apply for provincial funding to support the project. Should the application be successful, TRC will manage these funds as per the budget.

See Appendix for budget.

Decision Making

All significant decisions regarding the collaboration will require agreement by all collaborative partners. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out collaboration activities.

Conflict Resolution

Temiskaming Rainbow Connection and South Temiskaming Events Group are committed to open communication with each other over the course of the collaboration, making decisions as described under 'Decision making', through by consensus.

Where differences arise, the collaborators agree to address their differences in a timely, open and honest manner. If appropriate and deemed necessary, they will engage an independent mediator to assess the situation.

Risk Management

Temiskaming Rainbow Connection and South Temiskaming Events Group will complete an initial risk assessment for the work to be carried out through the collaboration, and will regularly update this assessment as the collaboration is expanded or changed, reviewing the assessment monthly.

Initial Risk Assessment

Insurance Coverage:

Temiskaming Rainbow Connection:

Front Row Insurance Brokers: Commercial General Liability (Policy #01713NPT01): \$2,000,000

South Temiskaming Events Group:

Event Management Insurance Brokers: Commercial General Liability (Policy #06509NPT03): \$2,000,000

High Risk Activities

High risk activities include: It is agreed that there are no high risk activities associated with this project.

Workplace Safety

The following workplace safety guidelines and measurements will be followed:

South Temiskaming Events Group follows WSIB safety guidelines and measurements for the venue at 827 Main Street, Haileybury

Legislated, Regulatory, or Internal Policy Obligations

The following policies will be adhered to:

None.

Funding Obligations

The following funding commitments will be met:

Should applications for funding be successful, TRC will provide a list of funding obligations which will be added to this Risk Assessment.

Evaluation

Temiskaming Rainbow Connection and South Temiskaming Events Group are responsible for conducting an evaluation of the collaboration.

Evaluation will occur bi-monthly and will take the form of a meeting of the collaborators with a written report to be submitted for review following each bi-monthly meeting.

Evaluation will include the following indicators of success:

- * number of events presented
- * number of audience members .

Addition of New Participating Organizations

Upon the agreement of Temiskaming Rainbow Connection and South Temiskaming Events Group, additional organizations or governmental entities may be invited to participate in the collaboration. If the invited organizations/entities decide to participate, Temiskaming Rainbow Connection and South Temiskaming Events Group will amend this collaboration agreement to include all participating organizations, with all participating organizations sharing equally in the rights and responsibilities described in this agreement.

Termination of this Agreement

Each participating organization retains the right to withdraw from the collaboration upon giving the other participating organizations 30 days' notice of its decision to withdraw. The withdrawal of any participating organization from the collaboration shall result in termination of this collaboration agreement. The remaining organizations may choose to enter into a new agreement to guide their continuing work together.

Extension or Amendment of this Agreement

This agreement may be extended or amended only through unanimous agreement by Temiskaming Rainbow Connection and South Temiskaming Events Group. The decision to amend or extend the agreement, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of designated representatives of each participating organization.

Signatures of Authorized Representatives

This agreement was unanimously adopted by designated representatives of Temiskaming Rainbow Connection and South Temiskaming Events Group on the dates indicated below. The signature of the representative of each participating organization below represents the full commitment of their organization to participate actively in the collaboration and implement fully all elements in this agreement.

Representative of Temiskaming Rainbow
Connection

Date

Representative of South Temiskaming Events
Group

Date