

EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT TEMPLATE

This Partnership Agreement (the "Agreement") is made and entered into this **[Insert date here]** (the "Effective Date"). The Partners in this Agreement are as follows:

The Lead Applicant is **[Insert legal name of Lead Applicant]** ("**Insert Lead Applicant abbreviation**").

The Statutory Partner is **[Insert legal name of Lead Applicant]** ("**Insert Statutory Partner abbreviation**").

The Partners of this Agreement agree to the following:

I. NAME

This Partnership will be known as **[Insert name of the Partnership]** (the "Partnership").

II. THE PARTNERSHIP

- The Partners wish to become partners for the purpose of the EPA Community Change Grant
- The terms and conditions of their Partnership will be outlined in this Agreement.
- If the Agreement is executed, the Partnership will be in effect upon notification of receipt of the award.
- The Partnership will only be terminated as outlined in this Agreement.
- The Partnership's primary place of business will be **[Insert address here]**
- The Partnership will be governed under the laws of the state of **[Insert state name here]**.
- The Partnership's primary purpose is the execution of the proposed grant application titled **[Insert title of the application]**.

As Lead Applicant, **[Insert name of Lead Applicant]** is responsible for:

- the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities,
- the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs,
- compliance and legal issues, and managing risks associated with the project. It must also describe the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement

may be necessary for various reasons including performance issues. Note that replacement requires prior approval by an authorized EPA official pursuant to [2 CFR 200.308\(c\)6](#).

- the Lead Applicant and Statutory Partner's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at [2 CFR 200.331](#) and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

The roles and responsibilities of the Lead and Statutory Partner for project activities and how disputes between them will be handled and resolved include:

III. CONTRIBUTIONS

The Partners intend to make contribution to the Partnership as follows:

- **[Insert Lead Applicant abbreviation]**: No monetary contributions will be made in addition to the grant funds. [Insert the roles and responsibilities of the Lead Applicant that do not appear above. This will include all operations in the Work Plan Narrative for which the Lead Applicant is responsible]
- **[Insert Statutory Partner abbreviation]**: No monetary contributions will be made in addition to the grant funds. [Insert the roles and responsibilities of the Statutory Partner that do not appear above. This will include all operations in the Work Plan Narrative for which the Statutory Partner is responsible]

IV. COSTS

The Partners will share programmatic costs according to the application budget submitted for the EPA Community Change Grant program.

V. PROFITS

There are no anticipated profits as an outcome of this grant agreement.

VI. ACCOUNTING

- All accounts related to the Partnership including contribution and distribution accounts will be audited upon agreement of both Partners.
- Both Partners will maintain an individual contribution account. Both Partners will maintain an individual distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership.
- Each Partner will be responsible for his or her own tax returns.
- Accounting records will be kept on a cash basis.

- The fiscal year will be complete on [Insert the Lead Applicant's fiscal year end date] each year. All Partners will present their position on the state of the Partnership by [insert an acceptable interval acceptable to both partners] after the completion of each fiscal year.

VII. NEW PARTNERS

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of both Partners. [Explain the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years.]

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of both Partners.

The Partners acknowledge that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

Signatures

Lead Applicant

[Insert Name, Title, and Lead Applicant Legal Name]

Statutory Partner

[Insert Name, Title, and Statutory Partner Legal Name]

GUIDANCE

Appendix B. Partnership Agreement between the Lead Applicant and Statutory Partner

To be eligible for funding, the Lead Applicant must include in the application a copy of a written and signed Partnership Agreement with the Statutory Partner that is legally binding. At a minimum, the Partnership Agreement must specify the following:

- Who will be the Lead Applicant and the Statutory Partner.
- The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
- The Lead Applicant will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
- The roles and responsibilities of the Lead and Statutory Partner for project activities and how disputes between them will be handled and resolved. Please note that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project. It must also describe the procedures for replacing a Statutory Partner with another Statutory Partner, and for ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. Note that replacement requires prior approval by an authorized EPA official pursuant to [2 CFR 200.308\(c\)\(6\)](#).
- The Lead Applicant and Statutory Partner's agreement, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at [2 CFR 200.331](#) and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.