

Canada's LGBTQ2+ Archives

Partnership Policy A023 V01

Purpose

This policy aims to provide high-level information on The ArQuives policy on academic, community, and corporate partnerships. It outlines the processes for approving partnerships, including how they are developed, managed, and evaluated. The purpose of all partnerships is to increase awareness and understanding of the mandate and vision of The ArQuives to increase the use and the public access of the collection.

Scope

This policy and related procedures apply to all The ArQuives volunteers and staff members who act on behalf of The ArQuives in carrying out their roles and responsibilities. This policy and associated procedures must also take into account other institutional policies.

Definitions

Academic: Individuals or groups enrolled in or employed by an academic institution or program. This does not include interns or volunteers from institutions.

Corporation: Individual or group who works for the goal of financial profit, regardless of community or public impact.

Community: Individual, group or non-profit organization that prioritizes community members' work.

Partners: An individual, group of people, or organization who works collaboratively with The ArQuives on a shared project.

Partnership: a relationship between two people or organizations where both parties collaboratively work towards a mutually beneficial common goal. For the purpose of this

policy, **Partnerships** will refer to working relationships between The ArQuives and another person or organization.

Partnership Proposal: A written invitation from an individual, group, or organization wishing to partner with The ArQuives.

Potential Partner: An individual, group, or organization wishing to partner with The ArQuives.

Public: For the purpose of this policy, clients, users, researchers, and the general public will be referred to as "the public."

Staff: A staff member is a paid full-time, part-time, probationary, temporary, or casual worker.

Volunteer: A volunteer is anyone who, without compensation or expectation of compensation beyond reimbursement, performs a task at the direction of and on behalf of The ArQuives. For the purpose of this policy, interns will be referred to as "volunteers."

Institutional Responsibility

This Policy remains a working document; it will be reviewed and revised as necessary by The ArQuives staff.

- 1. The Executive Director will be responsible for:
 - a. The implementation of the Partnership Policy,
 - b. Planning and development of Partnership programs,
 - c. Reviewing and researching potential partnerships,
 - d. Drafting, reviewing, and signing partnership agreements,
 - e. Conducting an annual review of all partnerships.
- 2. The Board of Directors will be responsible for:
 - a. Approving and reviewing the Partnership Policy,
 - b. Discussing possible partnerships with the Executive Director as they arise.

Policy

- 1. It is the policy of The ArQuives to create partnerships that help achieve the mandate and mission of the organization.
- 2. The ArQuives will only enter into a partnership that provides meaningful benefits to the organization and LGBTQ2+ communities.

- 3. The ArQuives has the right to cap the number of active partnerships in accordance with its financial and human resources.
- 4. The ArQuives may decline a partnership proposal if the project is already through various stages of planning and development prior to engagement, input, or consultation with The ArQuives.
- 5. All partnerships must be in writing and signed by both the parties prior to the beginning of the partnership activities commencing.
- 6. All partnerships must be financially viable for The ArQuives.
- 7. The written agreement must include a specific timeframe of the partnership and program, the responsibilities of both parties, the amount of the donation or compensation for all parties involved, and the timetable for payments (if applicable), expectations regarding reporting, disclosure limitations, including maximum donation or minimum guarantee (if applicable).
- 8. The partnership's type and complexity will dictate the agreement's length and detail. The ArQuives has the right to have many different types of agreements based on the needs of both parties.
- 9. Outright financial gifts do not require a Partnership Agreement.
- 10. Partnership agreements that meet the policy requirements can be approved by the Executive Director or the President of the Board of Directors in consultation with The Executive Director.
- 11. Potential partners and The ArQuives are obligated to disclose in writing any actual, potential, or apparent conflicts of interest with The ArQuives, its staff, and/or volunteers. All potential partnerships with an actual, potential, or apparent conflict of interest will be brought before the Board of Directors for approval.
- 12. All parties involved with the partnership must be compensated fairly for their labour. If a partner is inequitably or illegally compensating their employees, volunteers, interns, contractors, and/or copyright holders, The ArQuives reserves the right to terminate the partnership with no losses occurring to The ArQuives.
- 13. The ArQuives reserves the right to terminate an agreement if a partner is being harmful or abusive towards their employees, volunteers, interns, or any person involved in the partnership or members of LGBTQ2+ communities.
- 14. The written agreement must include a provision for the termination of the agreement if either party does not satisfactorily perform its obligations or if conditions warrant termination of the agreement.

- 15. The Partnership Agreement may be terminated immediately upon mutual written consent of all parties or at such other time as the parties may agree in the written consent.
- 16. A partner cannot claim any continuing association with The ArQuives after the specific project's conclusion or the relationship's termination. After the conclusion or termination of the project, the partner may not use The ArQuives name in registered format, logo, identifying marks or materials in any new advertising or promotion activities by the organization.
- 17. If the partnership results in the creation of physical material, at least two copies will be deposited in The ArQuives Collection. Where they exist, digital preservation copies must also be made available.
- 18. The ArQuives will retain all rights and use of its brand and collections.
- 19. Partners can only use The ArQuives logo with the consent of the Executive Director. The logo must follow The ArQuives style guide, and the Executive Director may request that each use instance be approved.
- 20. Any statements, advertising, promotional or other materials using or referencing The ArQuives by the Partner are subject to advance review and approval before release or use.
- 21. The ArQuives must remain independent in its decision-making, mission, services, advocacy, awareness, and fundraising.
- 22. The ArQuives must be credited on any material developed during the length of the partnership.
- 23. The Executive Director and/or Board of Directors will evaluate Potential Partnerships on a case-by-case basis. They will use the following criteria to consider:
 - a. financial viability
 - b. access to the organization and response time to inquiries
 - c. conflicts with existing relationships
 - d. their relationships with other organizations
- 24. Potential Partners will disclose any potential earnings that a partnership with The ArQuives will result in.
- 25. Partners will disclose any changes to potential earnings that a partnership with The ArQuives will result in.
- 26. The ArQuives will not enter into any agreements or partnerships that endorse a product, process, service, or enterprise where The ArQuives has not had an active role in approving text or imagery. The primary role of any partnership agreement cannot be to endorse a product, process, service, or enterprise.

- 27. The ArQuives can only offer exclusivity in time-bound project-specific partnerships. Exclusivity details are detailed in the partnership agreement and discussed on a case-by-case basis.
- 28. The ArQuives will assess all Partnerships' short and longer-term success each year. The Executive Director will evaluate the relationship and program at the end of the partnership or contact.
- 29. The Executive Director will update the Board of Directors on all partnerships each fiscal year.
- 30. The ArQuives reserves the right not to extend a partnership agreement beyond the agreed-upon duration.
- 31. The Board of Directors will review any proposed Partnerships that fall outside any of these policies with the following considerations in mind: the goals of the project, The ArQuives' Strategic Plan, the ethical priorities of the organization in alignment with The ArQuives Collection Development Plan, The ArQuives policies, budget requirements, timetables, responsibilities of signatories, human resources, method of evaluation, expected results, and any other pertinent details.

Academic Partnerships

- 32. An Academic partnership falls into one of the following categories:
 - a. Students Co-op student or intern research-based project where the student contributes to a publication, pre-outlined project, or consumer product.
 - b. Faculty and Postdoctoral Researcher To participate in research and be a community partner in SSHRC and other research-driven projects.
 - c. Event Sponsorship to underwrite academic programming events, exhibitions (digital or physical), conferences, panels, etc.
 - d. Licensing to produce, market, or distribute academic materials under the joint names of The ArQuives and the academic or academic body.

Community Partnerships

- 33. A Community partnership falls into one of the following categories:
 - a. Grant or community-funded programming partnerships to research, produce, or facilitate educational exhibitions or events.
 - b. Community-led project partnerships to conduct outreach, support events, and exhibitions (digital or physical) to particular communities with the assistance of community members.

c. Licensing - to produce, market or distribute materials or consumer products under the joint names of The ArQuives and the community group.

Corporate Partnerships

- 34. A Corporate partnership must fall into one of the following categories:
 - a. Event Sponsorship to underwrite programming or fundraising events.
 - b. Licensing to produce, market or distribute materials or consumer products under the joint names of The ArQuives and the corporation.
 - c. Program Sponsorships for educational or public awareness programming.

Amendment, Modification or Variation

This Policy may be amended, varied, or modified in writing after consultation and agreement by The ArQuives Executive Director and Board of Directors. The Executive Director shall revise the policy every three years or with greater or lesser frequency as warranted. This review process seeks to correct any oversights in previous terms of reference and account for new circumstances since the last review.

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