



COMMUNITY PARTNER FUNDING AGREEMENT

Between: **United Way Greater Victoria** (“United Way”)

And: (“Organization”)

Term

The term of this Agreement is for **April 1, to March 31**

Introduction

The mission of United Way is *to improve lives and build community by engaging individuals and mobilizing collective action.*

In this endeavor, United Way provides the means by which community members and community partners join together to find collective solutions.

The primary function of this Agreement is to reflect the agreement between United Way Greater Victoria and the Organization to meet certain social and human service needs of the community. Basic to this function is United Way’s annual fundraising campaign, the key element in an overall system of inter-related activities in which United Way and its funded Community Partners jointly participate.

Underscoring the cooperative nature of the United Way – Community Partner relationship is a reciprocal commitment to communicate on matters of mutual concern and to work together to reach solutions that are in the best interest of the community as a whole.

SECTION 1

By entering into this Agreement, the Organization recognizes the fundamental principles, which characterize the United Way – Community Partner relationship and agrees to adhere to the specific policies and procedures summarized in this Agreement.

The Organization agrees to:

1. Utilize all United Way dollars paid to **Organization** in support of the **Program** only.
2. Direct all United Way portions of program surpluses, based on the percentage of the United Way funding in relation to total program funding and specific expenditure categories as follows:
 - 2.1 returned to United Way
 - 2.2 as per negotiations with United Way transferred/redirected to another United Way funded program(s) as a one-time transfer only, or

- 2.3 as per negotiations with United Way be transferred to an agreed upon strategy or use that is aligned with the priorities of United Way.
3. Provide program reports, including semi-annual reports and outcome reports, evaluation materials and other materials as requested by United Way.
4. Provide United Way with annual financial statements as soon as they become available.
5. Share electronic versions of logos, reports, photographs, stories profiling beneficiaries, or other items for providing accountability and evidence of impact.
6. Advise United Way immediately of any organizational changes (service, programs, governance, staffing or funding changes) which affect services supported by the United Way.
7. Support United Way to deepen relationship with Organization including regular update meetings, site visits (having staff, volunteers and where appropriate participants of programs in attendance), invitations to Annual General Meetings and, or, other key events.
8. Advise the Director Community Investment in writing of any significant variances in the budget, time lines, goals, contact persons, or anticipated outcomes of the project as described in the application that was approved.
9. Participate in United Way activities and meetings when invited to do so.
10. Respond to surveys and requests for feedback as needed.
11. Support United Way's community fundraising efforts; including:
 - 11.1. Days of Caring and Impact Tours
 - 11.2. Campaign speakers
 - 11.3. Workplace campaign
 - 11.4. Program stories, data, and statistics
12. Promote the support and value of United Way and do not promote donor choice in general and to your Organization in particular.
13. As part of the Organization's partnership with United Way, recognize United Way publicly in the following ways:
 - 13.1 Place United Way posters, decals or other branded materials within your facilities or where program is provided (such as mobile units) with high public visibility
 - 13.2 Include the United Way logo and/or acknowledgement on internal and external publications and other public communications related to the programs United Way funds, including your brochures and web site.
 - 13.3 Respond to requests from United Way regarding media relationships opportunities within a reasonable period of time.
 - 13.4 Consult with United Way when issuing a press release about funded programs prior to release and include the statement "This program is supported in part by United Way Greater Victoria"..
 - 13.5 Seek opportunities to cross-promote shared initiatives.
14. Operate programs, activities and operations lawfully and in full compliance with applicable laws and regulations and ensure that funds provided under this Agreement are not utilized directly or indirectly in contravention of any such law and regulations.
15. Indemnify and hold harmless United Way from any and all third party claims, demands, or actions for which the Organization is legally responsible, including those arising out of negligence, willful harm, or crimes by the Organization or the Organization's staff or agents.

SECTION 2

By entering into this Agreement, United Way agrees to:

1. Conduct a comprehensive annual fundraising campaign in the Greater Victoria Area.
2. Identify the Organization as a United Way Community Partner and to communicate to the public the broad range of services provided by all funded Community Partners.
3. Provide guidance on request when possible to the Organization to assist in the effective planning and overall management of the funded program.
4. Provide funding to **Organization** as follows:

Program Name	Annual Amount	Funding Term
	\$	April 1 to March 31

Funding will be disbursed in three equal payments unless the Organization is advised otherwise through separate written notification and is contingent upon the availability of Board approved funds, compliance with United Way reporting requirements and this agreement. United Way will not provide funds to cover a program deficit.

5. Provide electronic versions of the United Way logo to be used for recognition of support.

SECTION 3

Termination:

1. The Organization has the right to terminate this Agreement upon giving thirty (30) days' notice in writing to United Way.
2. For those programs with a multi-year cycle, funding is dependent on the results of the annual fundraising campaign. United Way has the right to terminate multi-year funding agreements with 30 days' notice in writing to the organization.
3. United Way shall have the right to discontinue funds immediately and terminate this Agreement under any of the following circumstances, by giving notice in writing to the Organization:
 - 3.1 in the event the Organization fails to perform the duties and obligations which it has undertaken in this agreement;
 - 3.2 in the event the Organization discontinues or is about to discontinue its United Way funded program;
 - 3.3 in the event the Organization is dissolved, amalgamated or merged with another organization or becomes bankrupt;
 - 3.4 in the event (in the opinion of United Way) that the Organization is involved in a public scandal;
 - 3.5 in the event the Organization initiates or participates in negative communications referencing United Way (written including social media or oral) that has the potential (in the opinion of the United Way) to affect the public confidence in United Way funding;
 - 3.6 in the event that United Way becomes aware that the Organization has been in breach of any of the terms or conditions of this agreement.

United. We do more.

4. Upon termination, the Organization shall return all unexpended funds received from United Way.

FOR THE FUNDED COMMUNITY PARTNER

Signed at Victoria, BC, this ____ day of

on behalf of the Chair of the Board

Executive Director or Chair of the Board (*print name*)

FOR UNITED WAY GREATER VICTORIA

Signed at Victoria, BC, this ____ day of

CEO, United Way Greater Victoria