

## Partner Agency Agreement

Between:

**[AGENCY]**

(Hereafter referred to as “The Agency”)

-and-

**United Way of Lethbridge & South Western Alberta**

(Hereafter referred to as “The United Way”)

This Agreement is made for the period of **July 01, 2021 to June 30, 2022** between [AGENCY] and United Way of Lethbridge & South Western Alberta.

**The United Way and The Agency undertake and agree as follows:**

### Article 1.

- a) The United Way will conduct an annual campaign during a period to be determined by the Board of the United Way within the months of September to December for the purpose of raising funds for the benefit of South Western Alberta registered charitable agencies.
- b) The United Way will distribute a total of [AMOUNT] to [AGENCY] for support of [PROGRAM] (subject to the availability of funds).
  - a. Funds will be forwarded in multiple payments:
    - i. Payment 1 ([AMOUNT 1]) distributed on or about July 1, 2021, following receipt of a signed copy of the agency agreement.
    - ii. Payment 2 ([AMOUNT 2]) will be distributed on or about December 1, 2021 following an interim update.
    - iii. Payment 3 ([AMOUNT 3]) will be distributed on April 30, 2022 following the receipt of a final report. Distribution of Payment 3 may occur earlier if the program has been completed and a final report has been submitted by December 1. In this event, the balance of funds owed will be paid out following receipt of the final report (see Article 2f).
- c) The entirety of the awarded amount **must be expended by June 30, 2022**. Any unspent amounts should be returned to United Way.

## Article 2.

- a) The Agency will not solicit donations from employee groups or individual employees at their place of work, regardless of the time of year. Workplace solicitation is the cornerstone of the United Way campaign.
- b) The Agency is requested to notify United Way of any major fundraising solicitations or special event planned between September 1, 2021 and November 30, 2021. Notice is requested to be given a minimum of 30 days prior to the actual event.
  - a. Fundraising initiatives with expected revenue of less than \$10,000 are exempt.
- c) The Agency will not take any action which will alter the budgets included with its original application without prior notice to the United Way Executive Director.
- d) The Agency recognizes that United Way fundraises on its behalf and will actively participate in fundraising campaigns and special events of the United Way to the best of its ability and will help promote the United Way on a year-round basis as appropriate for this purpose.
  - a. The Agency is encouraged to host its own United Way Workplace Campaign but must not solicit donations to be designated back to the Agency. That is, Agency employee donations shall be designated for United Way's Community Fund to support future grant allocations.
- e) If funding received from United Way for a specific program constitutes more than 15% of a program's budget, the United Way logo should be added to program promotional material whenever appropriate and practical. For programs under this threshold, logo use is discretionary but appreciated.
- f) The Agency will be asked to update United Way on the progress of the program/service, including but not limited to numbers of program users, use of United Way funds, and demonstrated and measurable impact on program users. **This update must be completed and submitted by Wednesday, December 1, 2021.** United Way will provide a template for this update.
  - a. If, at the time of the update, the Agency has completed its program/project and/or committed the full amount of the funds awarded, the Agency may

proceed to submit its final update. Upon receipt, United Way will forward the balance of funds.

- b. If, at the time of the update, the Agency has not completed its program and/or has funds remaining, the Agency shall submit a brief interim update only. A final update may be submitted on or before April 22, 2022. Upon receipt, United Way will forward the remaining scheduled payment of funds.

**Article 3.**

- a) United Way may terminate this agreement if there is evidence The Agency is not making use of the funds as proposed in The Agency’s funding application.
  - a. Revisions to the proposed use of funds may be made upon mutual agreement of both parties.
- b) United Way may terminate the agreement for cause with 30 days written notice.
- c) The Agency may terminate the agreement for cause with 30 days written notice but must provide an accounting of funds already expended and return unexpended funds to the United Way within 30 days of termination.
- d) At the time of termination, the United Way Board of Directors reserves the right to determine an alternative disposition of any remaining assets held in trust upon mutual agreement of the parties.

**Agency Acceptance of Commitment:**

**I warrant that I have the legal authority to bind [AGENCY] to the terms set forth in this agreement and by affixing my signature do hereby agree to bind the organization and its board of directors to comply with the terms of this agreement.**

Signed: \_\_\_\_\_  
Board President or Authorized Agent  
[AGENCY]

Date: \_\_\_\_\_ Print Name/Title: \_\_\_\_\_

**United Way of Lethbridge & South Western Alberta:**

**I warrant that I have the legal authority to bind United Way of Lethbridge & South Western Alberta to the terms set forth in this agreement and by affixing my signature do hereby agree to bind the organization and its board of directors to comply with the terms of this agreement.**

Signed: \_\_\_\_\_

Janelle Marietta  
Executive Director

Date: \_\_\_\_\_

United Way of Lethbridge & South Western Alberta

SAMPLE