

**UNITED WAY NIAGARA  
MEMBER AGENCY AGREEMENT**

Between  
United Way Niagara (United Way)  
And  
MEMBER AGENCY NAME (the Member Agency)

Whereas:

- A. United Way is a community builder investing in programs and special initiatives delivered by registered charitable organizations (known as Member Agencies) in municipalities across the Niagara Region.
- B. The success of United Way in carrying out this responsibility depends upon a partnership of donors and Member Agencies.

Now Therefore:

In consideration of the mutual covenants made herein, and other valuable consideration exchanged between the parties hereto, United Way and the Member Agency agree that their relationship shall be governed by the following.

**1) Fundamental Principles**

United Way and the Member Agency acknowledge that their relationship is based upon the following principles:

- a) United Way raises funds for human care services within the catchment area primarily delivered by Member Agencies;
- b) United Way respects the donors' right to designate funds to specific charitable organizations or to other United Way communities;
- c) United Way allocates funds to specific programs on the basis of funding priorities, community need, relevant research, effectiveness, and efficiency within United Way's sole discretion; and,
- d) United Way is committed to the involvement of Member Agencies in the development of funding priorities.

**2) Obligations of United Way**

United Way shall use its best efforts to do the following, specifically relative to the Member Agency, where applicable:

- a) To conduct an effective and efficient annual fundraising campaign in the Niagara region;
- b) To provide support to the Member Agency, when reasonably requested, to assist the Member Agency in serving its purpose;

- c) To consider funding requests from the Member Agency and all human care service agencies in the Niagara region fairly and in light of the principles set out above, the programs of the agencies, and the needs of the community;
- d) To encourage the Member Agency to provide input in the development of United Way's funding priorities;
- e) To be fiscally responsible in all of its operations.

### **3) Obligations of the Member Agency**

The Member Agency acknowledges that it has the following obligations to United Way:

- a) To adhere to United Way's policies and bylaws, as amended from time to time, as they relate to the Member Agency;
- b) To maintain its status as a registered charitable organization under the *Income Tax Act of Canada*, as amended, and to notify United Way should the status of the Member Agency change;
- c) To submit Audited Financial Statements annually when cumulative funding from United Way exceeds \$20,000 or to submit Review Engagement Reports with financial statements if cumulative funding is less than said amount;
- d) To cooperate with United Way, other Member Agencies, and other bodies, both public and private, to reduce the duplication of services and to promote efficiency, effectiveness, responsiveness, and economy in the service delivery system;
- e) To complete reporting, as outlined in Appendix A, to provide information and documentation relating to each of the Member Agency's programs funded by United Way and to submit other such information as may be reasonably required by United Way from time to time, so that United Way may assess and promote the Member Agency's programs. In the event that the Member Agency fails to submit a report within 30 days of the submission date specified in Appendix A, a notification will be sent to the executive director and board chair advising the Member Agency that funding will be suspended until reporting requirements are satisfied;
- f) To display prominently United Way's name and logo throughout the Member Agency's offices and operating centres, to use United Way's logo on all print materials relating to United Way's funded program(s) (including, where appropriate, letterhead, mail, solicitation, brochures, newsletters, flyers, and news releases), and to provide a link to United Way's website on the Member Agency's website, all in such a manner as may be prescribed by United Way from time to time. The logo above should also be used in all publicity (print, broadcast, and social media) and in all promotional items as well as other marketing opportunities, provided that it is understood and acknowledged that the Member Agency shall not acquire any rights to the use of United Way's name or to any of its related logos, trademarks, or other intellectual property;

- g) To actively support and promote United Way throughout the community and to encourage others to do so, to participate in United Way's annual campaign, and to coordinate an internal employee campaign; and,
- h) To ensure that the Member Agency's organization and governance structure are not exclusive of the broad diversity of Canadian society and that its activities, programs, and services are not inconsistent with achieving a greater understanding of the values, needs, and interests of diverse communities.

#### **4) Indemnity**

The Member Agency agrees to indemnify, defend, and hold harmless United Way, its Board of Directors, officers, agents, and employees from and against any and all claims, costs, demands, expenses (including legal fees), losses, damages, injuries, and liabilities arising from any accident, death, or injury whatsoever or however caused to any person or property, because of, or arising from, or related to the Member Agency's responsibilities under this Member Agency Agreement. It is understood that such indemnity shall survive the termination of this Agreement.

#### **5) Insurance**

Throughout the term of this Agreement, the Member Agency shall maintain general commercial liability insurance in such amounts and with such limits as shall be required by United Way from time to time. The Member Agency shall provide United Way with certificates of insurance confirming the insurance coverage required, if any, on or before the execution date of this Agreement. United Way shall be named as an additional insured under the aforesaid policies of insurance. All such policies of insurance shall contain an undertaking by the insurers to notify United Way in writing not less than 30 days prior to any material change, cancellation, or termination thereof.

#### **6) Fundraising Policy**

The purpose of the Fundraising Policy is to maximize the fundraising success of United Way in the community. In order to do this efficiently, United Way must minimize the number of Member Agencies involved in fundraising during the campaign period, extending from September 1<sup>st</sup> to December 1<sup>st</sup> annually. United Way understands that many Member Agencies require opportunities to raise additional funds in order to sustain programming. This Fundraising Policy outlines fundraising initiatives in which the Member Agency may or may not undertake. This Policy also outlines preferable practices as they relate to fundraising overall. These parameters maximize United Way's campaign revenue which, in turn, benefits programs funded by United Way.

##### **a) Fundraising Initiatives Permitted During United Way's Campaign Period**

The following fundraising initiatives may be undertaken by the Member Agency within its sole discretion at any time. However, United Way requires that the Member Agency inform United Way of any of the foregoing initiatives by email to [tamara@unitedwayniagara.org](mailto:tamara@unitedwayniagara.org) or as otherwise directed by United Way from time to time:

- i) Capital Fundraising: As United Way does not fund capital costs for Member Agencies, the Member Agency may conduct capital fundraising throughout the year but it is encouraged not to launch a capital fundraising event during the campaign period. The Member Agency must advise United Way of all plans for capital fundraising and is asked to work collaboratively with United Way in order to maximize success for both parties;
  - ii) Consumables: The sale of consumable items with a value of less than \$25 per item is permitted provided the internal employee campaign has concluded and the pledge cards have been returned to United Way. Examples of said items may include garbage bags, cookies, and flowers;
  - iii) Events: Events with total budgets less than \$4,000 and/or gross revenues under \$2,500 and/or ticket costs of less than \$30 per person are permissible provided the Member Agency's internal employee campaign has concluded and the pledge cards have been returned to United Way;
  - iv) Third Party Events: Third Party events are permissible providing the Member Agency is not directly involved in planning/organizing the event and the Member Agency's internal employee campaign has concluded and the pledge cards have been returned to United Way; and,
  - v) Provincial and National Events: Events and fundraisers coordinated by provincial or national offices are permitted provided the Member Agency's internal employee campaign has concluded and the pledge cards have been returned to United Way.
  - vi) Where relevant and feasible, the United Way logo shall be used on Member Agency fundraising promotional materials (including, where appropriate, all online, print, publicity and other said marketing opportunities), provided it is understood and acknowledged that the Member Agency shall not acquire any rights to the use of United Way's name or to any of its related logos, trademarks, or other intellectual property.
- b) Fundraising Initiatives Prohibited During United Way's Campaign Period

The following fundraising initiatives may not be undertaken by the Member Agency during United Way's campaign period:

- i) Corporate Solicitation: The Member Agency is prohibited from soliciting businesses or corporations throughout the Niagara region;
  - ii) Mailings: No direct mail solicitation is permitted; and,
  - iii) Events: Fundraising events with total budgets over \$4,000 and/or gross revenues over \$2,500 and/or ticket costs of more than \$15 per person are not permitted.
- c) Fundraising Initiatives Prohibited Throughout the Year

The following fundraising initiative may not be undertaken by the Member Agency at any time while a Member Agency:

- i) Payroll Deduction: No Member Agency is permitted to solicit funds through payroll deduction at any time.

If the Member Agency is unsure as to how a fundraising initiative aligns with this policy, it should contact United Way for further clarification.

## **7) Funding Decisions and Termination of the Member Agency Agreement**

The duration of this Agreement shall be for one (1) year effective as of the beginning of the funding period but will automatically renew on the same terms and conditions annually unless written notice is given by one of the parties hereto to the other at least sixty (60) days prior to the end of the current term or unless the Agreement is terminated by United Way for reasons set out below, provided that in no case shall these automatic renewals continue beyond the funding period established in this Agreement. The funding period of the Strong Communities Agreement shall be from July 1, 2020 to June 30, 2023 and all other funding periods will be as prescribed in the November 2018 correspondence.

The Member Agency agrees to notify United Way of any variance in spending of allocations in accordance with budget documents submitted to United Way. United Way may review and adjust the amount allocated based on these changes. Subject to the foregoing, the obligation of United Way to fulfill its principles as set out herein may require that the relationship change from time to time and United Way cannot guarantee to the Member Agency that it will continue to fund its activities at any particular level, or at all, or where the Member Agency violates the terms of this Agreement. However, because of the need of both parties to plan over the longer term, United Way commits itself to the following overriding principles:

- a) That in cases of extraordinary circumstances where the Member Agency's activities are considered likely to undermine the credibility of United Way and its overall campaign to raise funds or where the Member Agency is in violation of this Agreement, United Way reserves the right to terminate this Agreement with thirty (30) days notice and to stop all allocation payments at the end of that time or take other steps as United Way deems necessary;
- b) In cases of significant shortfalls in fundraising or unexpected pledge loss, United Way cannot guarantee that the allocation outlined in Appendix B will be available. In such cases, United Way will provide the Member Agency with as much advance notice as possible and will consult with the Member Agency on any proposed action;
- c) That in all cases United Way will provide an appeal procedure for the Member Agency to question decisions made by United Way concerning the Member Agency's membership status or funding allocation;
- d) All allocations, to the extent that same are payable, shall be paid on an equal monthly basis (representing 1/12 of the total annual allocation) unless determined otherwise by United Way in its sole discretion;

- e) Failure of United Way to insist upon strict performance of any of the covenants or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option but the same shall remain in full force and effect;
- f) This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- g) This Agreement contains the entire Agreement between United Way and the Member Agency and it is declared that there is no condition precedent or warranty of any nature and no warranty or covenant collateral to this Agreement by either party. This Agreement may not be modified or amended except by instrument in writing signed by United Way and the Member Agency. This Agreement supersedes any other Agreements executed between United Way and the Member Agency relating to the programs listed in Appendix B; and,
- h) The Member Agency shall not assign all or any portion of this Agreement without the written consent of United Way, which consent may be withheld without reason notwithstanding any statutory provision respecting the unreasonable withholding of consent.

**Authorization**

On behalf of United Way Niagara:

\_\_\_\_\_  
Board Chair Date

\_\_\_\_\_  
Executive Director and Board Secretary Date

On behalf of MEMBER AGENCY NAME:

\_\_\_\_\_  
Board Chair Name

\_\_\_\_\_  
Board Chair Signature, as approved by Motion of the Board Date

\_\_\_\_\_  
Executive Director / CEO Name

\_\_\_\_\_  
Executive Director / CEO Signature Date