

STATEMENT OF AGREEMENT
between
UNITED WAY OF ADAMS COUNTY
and

(hereto referred to as “Funded Organization Partner”)

For the period beginning
July 1, 2016 and concluding June 31, 2017

As a Funded Organization Partner of United Way of Adams County we agree:

We have an obligation to be fiscally responsible, thus:

- ✓ We will continue to be an Indiana not-for-profit corporation to which contributions are tax deductible under IRS code 501(c) (3).
- ✓ We will continue to be governed by a volunteer board, which operates without ethical or legal conflicts of interest.
- ✓ We will continue to be in compliance with all state and federal laws and requirements for public disclosure and filing of financial reports, including an annual audit or review.
- ✓ We will protect all funding, including United Way funding, by bonding personnel with access to monies, carrying adequate insurance, using responsible accounting procedures and making available to the public information as to programs and finances.
- ✓ All presentations of facts, finances and services to be rendered under this funding relationship are true, accurate and auditable, and reflect actual costs with separate and identifiable income and cost items.
- ✓ We will inform United Way before establishing new services, discontinuing or making major changes in current services funded by United Way.

It is important that we be timely in our interactions, thus:

- ✓ We will redeem checks from the United Way of Adams County within 90 days.
- ✓ We will complete and return a mid-year outcomes report by January 14, 2017 recognizing that incomplete or late submissions constitute a breach of this agreement and will result in discontinuation of all funding for this cycle.

To honor the fundraising efforts (made on our behalf) by United Way of Adams County, thus:

- ✓ We will not infringe upon the financial rights of other United Way Funded Organization Partners by any program, public relations or fund-raising activities which impede the United Way’s ability to attract the maximum resources for all funded relationships.
- ✓ We will observe the **Period of Cooperation** in the following way:

- Refrain from direct mailings to all types of donor prospects during the eight weeks immediately following the United Way of Adams County Campaign Kick-Off.
- Refrain from workplace financial campaigns throughout the year with the exception of national emergencies.
- ✓ **We will run an in-house United Way campaign (financial, awareness, or both).**

To promote our relationship with United Way of Adams County, thus:

- ✓ We will adhere to the co-branding policy, attached.
- ✓ We will participate in a media release picture with a representative of United Way of Adams County
- ✓ We will participate in the United Way of Adams County Campaign Engagements as a member of the Agency Speaker's Bureau (minimum requirement of 1 engagement)

To support the activities of United Way of Adams County, thus:

- ✓ We will have at least one organization volunteer participate in each of the following:
 - Annual United Way of Adams County Stuff-a-Bus (June 2016)**
 - Annual United Way of Adams County Campaign Kick-Off (July 2016)**
 - Annual United Way of Adams County Bucket Brigade (October 2016)**
 - Annual Decatur Pizza King Night (January 2017)**

To ensure the integrity of programs Funded by United Way of Adams County, thus:

- ✓ We will welcome a United Way of Adams County Board and staff member to our agency for a visit on a date mutually convenient to both organizations.

The United Way of Adams of County agrees to:

- ✓ Organize, direct and conduct a United Way campaign to seek to maximize giving and commitment to the voluntary system of meeting the human service needs of the community.
- ✓ Allocate and distribute campaign proceeds through a system that: (a) utilizes United Way of Adams County board of Trustees to assess community needs and the Agency's capacity to effectively deliver services; (b) gathers input from community volunteers to distribute campaign funds for identified community needs; (c) encourages opportunities for collaborations and cooperation among service providers; (d) honors donor-restricted contributions. Actual funds to organizations shall be determined annually by the United Way of Adams County Board of Trustees.
- ✓ Maintain responsible stewardship on behalf of contributors, partner organizations and the community at large, by making records of campaign allocations available to the public.
- ✓ Complete an annual financial examination conducted by an independent Certified Public Accountant in accordance with generally accepted auditing standards (GAAS) and generally accepted accounting principles (GAAP), or another

- comprehensive basis of accounting, as well as complete annually an IRS Form 990.
- ✓ Indemnify, defend and hold the Organization including its officers, directors, employees, and agents, harmless from and against any claims or liability arising out of or related to United Way of Adams County operations.
 - ✓ Respect the autonomy of all partner agencies and their right to control all internal management and governance decisions.
 - ✓ Seek ways and means of maximizing resources available for needed services within the county.
 - ✓ Aggressively utilize outcomes, results, and accomplishments of individual Funded agency partners in marketing a unified resources development campaign.
 - ✓ Consider current Funded agencies first when new program initiatives are started.
 - ✓ Further the mission and efforts of Funded Organization Partners.

Termination of Agreement

1. This Agreement shall terminate upon the occurrence of any of the following:
 - ✓ Mutual agreement of the parties hereto which shall be in writing and signed by each of the parties hereto.
 - ✓ ***Any material breach of this Agreement by the Funded Organization Partner, as determined in good faith by the United Way of Adams County Board of Trustees to include incomplete or late submission of mid-year report.***
2. The Funded Organization Partner may terminate the relationship created by this Agreement on sixty (60) days' notice, which may be given at any time. Any such termination must be expressed in writing from the Funded Organization Partner Board of Directors to United Way of Adams County's Executive Director. Funding shall cease on the effective date of the termination.
3. This agreement will be terminated immediately in the event of fraud or criminal activity by a Funded Organization Partner, its officers or its employees.
4. Upon termination of the Agreement for any reason, the Funded Organization Partner must cease use of all United Way of Adams County logos and materials that identify the Organization as a United Way of Adams County Partner Agency.

Miscellaneous

1. This Agreement may be amended only upon the written agreement of United Way of Adams County and the Funded Organization Partner.
2. This Agreement set forth herein constitutes the full understanding and agreements between United Way of Adams County and the Funded Organization Partner. Nothing outside this written agreement will be binding on either United Way of Adams County or the Funded Organization Partner.

One of the requirements of being a Community Partner of United Way of Adams County is that your organization displays the "United Way of Adams County" logo. Please see below for the guidelines and resources to help you implement the co-branding policy.



Co-Branding Policy

Required Logo Placement

The United Way of Adams County logo must be displayed on all of the following and be clearly visible:

- On your organization's website. At minimum the logo should appear on your homepage and should preferably appear in the visible area above the fold/scroll line. The logo must be linked to United Way of Adams County's homepage: <http://www.unitedwayofadamscounty.com/>.
- At the entrance to all facilities whether funded programs occur there or not, and in all point of service locations. United Way of Adams County will provide window clings for each of your locations at no cost to you. All signage should be hung at eye level in plain sight of visitors to your location(s).
- On any vehicles that are used to provide direct service and are branded with your own organizations name and/or brand mark. Window clings may be used.
- On your organization's brochures, annual report, printed newsletters and promotional materials. Logo should be placed on either the front or back cover, or both, of the piece and must be at minimum 1" X 0.833" (the aspect ratio should always be maintained).
- On e-newsletters. For both email and Web based communications, the logo should appear on the in the upper area above the fold.
- Local print advertisements. Logo should be at minimum .75" wide (the aspect ratio should always be maintained).
- Typically, the logo should be anchored in the right corner of the top or bottom of the piece.

Additional Opportunities for Co-Branding:

Business cards, Table tents, Event invitations, Note cards, Billboards, E-mail signatures, T-shirts, Nametags, PowerPoint templates, Social media.

- Include a message in support of United Way in voicemails and hold recordings.
- Add "a proud member of United Way" message to your boilerplate.
- Include a United Way boilerplate in media releases.

Connect with us on Social Media

- Like us on Facebook at Facebook.com/

IN WITNESS WHEREOF, this agreement has been read and approved at the meeting of the governing Board of the Funded Organization Partner on _____(date) and will be in effect through May 31, 2017.

Funded Organization Partner:

Legal Name of Organization

Website Address

Board President (sign)

Executive Director (sign)

Board President (print)

Executive Director (print)

Date of signature

Date of signature

United Way of Adams County:

Chief Volunteer Officer (sign)

Chief Professional Officer (sign)

Chief Volunteer Officer (print)

Chief Professional Officer (print)

Date of signature

Date of signature