

**MEMORANDUM OF AGREEMENT BETWEEN
THE ORRVILLE AREA UNITED WAY AND PARTNER AGENCY**

AGENCY: _____

The purpose of this Memorandum of Agreement is to define a cooperative and mutually beneficial relationship between Orrville Area United Way (OAUW) and its partner agencies, so that we achieve a purpose common to all stakeholders: donors, clients, agencies and OAUW. This agreement is to be signed annually by both parties.

All funding is contingent upon the availability of funds and the agency's ability to provide quality service to its clients.

Both the Orrville Area United Way and the Partner Agency agree to:

1. Maintain an active, rotating volunteer board of directors that is representative of the community, which meets on a regular basis to exercise responsibility for the organization's administration and financial management and to oversee and manage the goals and objectives of the agency through appropriate policies and procedures.
2. Maintain accurate financial records and a system of accounting in accordance with Generally Accepted Accounting Principles (GAAP).
3. Provide services on a non-discriminatory basis.
4. Comply with all laws and regulations, of the state and federal government, pertaining to the proper licensing and requirements for maintaining non-profit organizational status.
5. Communicate on a regular basis with each other the goals, objectives, progress and problems of the agency as they affect its ability to provide services to the community.
6. Work cooperatively and collaboratively with each other and with other agencies, both private and public, in meeting the health and human service needs in our community.

The Orrville Area United Way agrees to:

1. Respect the Partner Agency's autonomy and right to determine its own policies and programs in meeting its Mission and Vision statements.
2. Fundraising Campaign – Conduct an annual area-wide fundraising campaign to meet the needs of the communities of Orrville, Dalton and Marshallville and surrounding area, taking into consideration the financial needs of each partner agency, economic climate and the best interest of its donors. Concentrate fundraising activities during August – November each year.
3. Fund Distribution – Conduct an annual volunteer citizens' review (Citizen Review Committee) fund distribution process. Participating agencies shall be eligible to apply for program grants and receive campaign funds during this process. Maintain responsible stewardship on behalf of contributors, participating agencies and the community at large by making community investment grant information available to the public.
4. Community Assessment – Periodically collaborate in the assessment of community needs and resources.
5. Marketing, Communication, Information and Referral – Promote partner agencies, inform the community of available agency services, and refer public inquiries to appropriate partner and non-partner agencies.
6. Planning and Collaboration – Encourage and help coordinate the interaction of partner agencies with other agencies, community leaders and other stakeholders.
7. Payments – Grant payments will be made monthly, unless special arrangements are made between OAUW and a partner agency or program administrator. OAUW reserves the right to change the timing of payments or funded amounts if unpredicted pledge loss occurs.

The Partner Agency agrees to: [Having been determined non-profit and tax exempt under the Internal Revenue Code Section 501(c) (3) or an equivalent charitable entity.]

1. Campaign Participation - As a partner in the OAUW, the agency will support and participate in the OAUW campaign as much as possible. This includes but is not limited to:
 - a. Attend and participate in the Campaign Kick-off, OAUW agency partner meetings, and the Annual Meeting/Awards Celebration.
 - b. Provide service and program data to be used in the campaign.
 - c. Provide staff, volunteers or clients to speak to donor groups.
 - d. Arrange tours for volunteers, donors and potential donors, at times that do not interfere with the operation of the agency's program.
 - e. Share suggestions and insights to improve the overall campaign.
 - f. Provide agency staff, Board members, and volunteers, the opportunity to contribute to OAUW.
2. Fundraising - The agency agrees to avoid conducting direct mail solicitation during September and October and to support and promote OAUW during the annual campaign.
3. Agency Identification and Co-Marketing - The success of the OAUW campaign depends upon public recognition of its partner agencies and its funded programs. The agency thus agrees to identify itself clearly as a partner agency of OAUW in its communications, including but not limited to:
 - a. Display of the OAUW logo in printed documents, such as newsletters, press releases, letters, billboards and other material, and electronic communication, such as websites.
 - b. Broadcast communications, such as television or radio spots and programs
 - c. The agency offices will display the OAUW logo.
4. Reporting Requirements - The agency will report the information outlined below.
 - a. All information contained in the grant application, including copies of yearly financial reports - 990, audits, financial reviews, budgets, etc. At no time will a compilation be accepted. Additionally, each agency is required to submit a copy of their annual tax return (IRS Form 990 or 990EZ).
 - b. The agency will inform OAUW of significant changes to its program or its ability to carry out its mission, especially as they relate to programs funded by OAUW.
 - c. The agency agrees, as a condition of the award of an OAUW grant, and as a condition of the payment of each installment of a grant already awarded, that it will report to the Executive Director of the OAUW, in writing, within 3 business days, any contact by any police agency, any government treasury department, or any other regulatory agency, which seeks to investigate any allegation of financial or managerial misconduct, or any allegation of criminal misconduct by the agency or by any member of its board or staff. The agency further agrees that any adverse accountant or auditor reports or remedial financial recommendations shall be made available to the Executive Director of OAUW within 3 business days of receipt by the agency.
 - d. The agency will provide OAUW with written mid-year and year-end reports that include quantifiable information such as number of residents served and outcomes achieved.
5. Accountability - OAUW is accountable to its donors.

Therefore, **the agency must agree to:**

 - Adopt an Anti-Discrimination/Diversity Policy and provide services without regard to race or color, religion or creed, age, gender, national origin or ancestry, marital status, sexual orientation, disability or handicap, socio-economic condition, military status, genetic information or any other protected category.
 - Inform OAUW of all budgetary changes which occur after the submission of the agency's approved budget that affect programs or services conducted by the agency.
 - Obtain and maintain all necessary federal, state or local licenses or permits.
 - Maintain responsible management: governing body and staff, if necessary, to administer its programs and/or services.
 - Cooperate with other human service agencies, both public and private, in preventing duplication of efforts and in promoting efficiency and collaboration.

Anti-Terrorism Compliance Measures:

In compliance with the USA PATRIOT Act and other counterterrorism laws, the Orrville Area United Way requires that each agency certify the following: by signing this Memorandum of Agreement by representatives of the grantee certifies that all OAUW funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.

Termination:

1. The agency may terminate this agreement and withdraw from its affiliation with OAUW by providing a thirty-day written notice to the Board of Directors of OAUW stating the reason(s) for withdrawal. Funding will cease upon the effective date of termination. Funds intended for use after date of termination shall be returned to OAUW. OAUW reserves the right to discuss an agency's decision to terminate this agreement with the agency's Executive Committee.
2. OAUW reserves the right to withhold, adjust or cancel allocation payments as well as de-fund programs based upon the OAUW's Board of Directors' determination of an agency's failure to comply with the terms of this agreement. Termination shall be accomplished through a vote of the Board of Directors of the OAUW, and thirty (30) days' written notice will be given to the Partner Agency detailing reasons for termination. There is no appeal process for grant decisions.

The terms of this agreement have been reviewed and approved at the meeting of the governing body of the **Partner Agency** held on _____ . (Date)

_____	_____
Executive Director of Partner Agency	Date

For **Orrville Area United Way:**

_____	_____
Board President	Date

_____	_____
Executive Director	Date