

AGREEMENT WITH PARTICIPATING ORGANIZATION

This agreement is made and entered into between The United Way of Goodhue, Wabasha & Pierce Counties, a nonprofit Minnesota corporation (hereinafter referred to as "UNITED WAY"), and _____ (hereinafter referred to as "PARTICIPANT") on this ___^h day of _____, 2022.

WITNESSETH:

It is mutually agreed between the parties hereto that:

1. The United Way will act as the collecting and disbursing organization for the Participant in the United Way Community Investment process to be held at such time as the officers and directors of the United Way deem advisable.
2. The United Way specifically reserves the right to terminate any Participant in the United Way Community Investment process if such termination is authorized in the by-laws of the United Way, as amended from time to time.
3. The administrative expenses of the United Way shall be a first charge on any funds collected, and said expenses shall be paid prior to any allocations to Participant. Should the funds raised by the United Way fail to meet the campaign goal, the United Way will re-examine all budgets and requests received before determining final allocation. Participant is not guaranteed to receive any specific allocation or amount from the United Way.
4. Provided the United Way raises sufficient funds, the sum of \$_____ will be allocated to Participant's _____ program during United Way fiscal year 2022-2023. Grant is eligible for renewal in United Way fiscal years 2023-2024 and 2024-2025 upon timely completion and submission of required year end reporting and site visits.
5. Should the United Way be unable to collect 15% or more of its campaign receivables, Participant shall be released from the provisions of this agreement upon Participant's request, insofar as such provisions deal with Participant's fund-raising activities in the Counties of Goodhue and Wabasha, MN and Pierce, WI; provided, however, that Participant shall give written notice to the United Way's Board of Directors of its intention to request such release.
6. The United Way and Participant shall coordinate and arrange for on-site visits of Participant's physical facilities by United Way personnel/volunteers during the United Way Community Investment process for the purpose of exchanging information and program details.

The Participant agrees to:

1. Maintain such books and records as may be necessary to produce information desired by the United Way relating to finances and services provided by Participant, and to render an annual report and financial statement in a form acceptable to the United Way covering such activities.
2. Utilize funds allocated to it by the United Way during the term of this Agreement in accordance with the commitment of funds from the United Way to Participant, as stated in Participant's program grant application. Unless agreed upon in writing with the United Way, Participant will not utilize funds received from the United Way for purposes other than those stated in Participant's program application communication and agreed to by the United Way.
3. Cooperate and actively support the United Way during the annual fund drive campaign and throughout the term of this Agreement. Participant will provide United Way with client success stories when requested by United Way staff.
4. Use the United Way logo on all printed materials and web pages associated with programs and projects that have been awarded any amount of United Way funding. Printed materials include forms, newsletters, signage, brochures, post cards advertisements and any other promotional materials. It is important to use the logo following United Way Brand Standards so the public will know how United Way funds are being used. Failure to comply may result in withholding of grant payments. Logos can be downloaded at <https://www.uw-gwp.org/wp-content/uploads/2015/07/UW-GWP-Logo.jpg>
5. Participant has received a copy of United Way brand standards. **Initials:** _____

6. Cooperate with the United Way of Goodhue, Wabasha & Pierce Counties, and other institutional members of the United Way, in eliminating duplication of fund-raising activities.
7. Report to the United Way on an annual basis the activities of Participant's program.
8. The parties agree that they shall not make or cause to be made, directly or indirectly, or solicit or encourage any other person to make any statement that is disparaging of the other party.
9. Have its allocation from the United Way reviewed and possibly reduced if the terms of this agreement are violated.
10. Within 10 days of a written request that it do so, reimburse the United Way for any and all funds used by Participant for purposes other than as stated in Participant's allocation communication, or otherwise approved in writing by the United Way.

The United Way agrees to:

1. Make available to the Participant upon request, an accounting setting forth the total funds contributed to the United Way in the fund drive campaign, together with a report of total campaign and administrative costs.
2. Distribute Participant's allocation, as determined by the United Way, in four equal disbursements as per payment schedule:

Education Grants will be paid the 20th day of April, July, October, and January.

Health Grants will be paid the 20th day of May, August, November and February

Basic Needs Grants will be paid the 20th day of June, September, December and March.

3. Participant allocations totaling \$1000 or less may be paid in one disbursement at the United Way's sole discretion.
4. Withhold any allocations or amounts not yet distributed to Participant if Participant is determined to be in noncompliance with the terms of this Agreement and/or any written amendments signed by Participant and the United Way.

The undersigned parties hereby further agree that the venue of any proceeding necessary to resolve a dispute or disagreement arising out of or in any way related to this Agreement shall be in Goodhue County, Minnesota, and that the law of the State of Minnesota shall be applied to any such dispute or disagreement.

The term of this Agreement shall be from **April 1, 2022 to March 31, 2023**. This Agreement shall take effect upon execution of this Agreement by the United Way and the Participant.

Please sign two copies, keep one for your files, and return one copy to our office.

PARTICIPANT

UNITED WAY OF GOODHUE,
WABASHA & PIERCE COUNTIES

By _____
Officer or Executive Director

By _____
Executive Director