



**FUNDED PARTNER AGREEMENT**

This Agreement acknowledges the partnership between Monadnock United Way (MUW) and \_\_\_\_\_ to a collective approach in addressing and preventing our community’s most pressing social needs as determined through the community well-being assessment, best practice strategies and shared accountability for impact. The partnership between MUW and the partner program/agency goes well beyond the formal activities of requesting and providing funds. It involves a commitment to work together to make MUW, the agencies and the entire social service delivery system the best that it can be. The partnership is based on mutual respect and is maintained through hard work, cooperation, inclusiveness, transparency, high standards, accountability and open communication.

MUW enters into the agreement with \_\_\_\_\_, as a funded partner program that submitted and received funding through the MUW Request for Proposal and allocation process. This program funding is subject to compliance of the terms of this agreement. The agreement is valid for twelve months beginning July 1, 2017 and ending June 30, 2018.

The United Way Board of Directors reserves the right to change the grant amount based upon United Way’s financial ability to fund the grants, financial standing of the partner agency, and the ability of the program and agency to meet program goals as defined through the application for funding and allocation process.

The agreement is for the following program as described in the agency’s program proposal:

**Funded Partner Agency contact information is as follows:**

Name of \_\_\_\_\_  
Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Executive Director/CEO: \_\_\_\_\_ Email of Exec. Director: \_\_\_\_\_  
Program Director \_\_\_\_\_ Email of Program Director: \_\_\_\_\_  
Agency Phone Number: \_\_\_\_\_ Web Site: \_\_\_\_\_  
Board Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Board Contact E-Mail Address: \_\_\_\_\_ Employer Identification Number: \_\_\_\_\_

**Monadnock United Way contact information is as follows:**

Address: 23 Center St., Keene, NH 03431  
President: [Liz](#) LaRose email: [liz@muw.org](mailto:liz@muw.org)  
Phone Number: 603-352-4209 Web Site: [www.muw.org](http://www.muw.org)  
Other Contact: Kelly Steiner Title: Collective Impact Director, email: [kelly@muw.org](mailto:kelly@muw.org)

**Both United Way and Funded Partner Agree to:**

- 1. Have open communications and immediately notify each other of significant changes in:
  - contact information;
  - fiscal surpluses or deficits throughout the year;
  - program delivery and outcomes as outlined in the application;
  - agency operations.

2. Be fiscally responsible and uphold high standards of accountability. Meet certification requirements and generally accepted accounting practices.
3. Work cooperatively with other community organizations, or collaborations to develop or sustain a coordinated service system that focuses on improved community well-being.
4. Share knowledge and information for the good of the community.
5. Support other organization's activities and collaborate whenever possible.
6. During the period of this Agreement, if it becomes necessary to change the terms of this Agreement, such changes, after being explained and understood by Partner and United Way, shall be made effective when signed and incorporated in written amendments to the Agreement.
7. Act as a responsible steward of community investment funds.

**United Way Agrees to:**

1. Conduct a community-wide campaign to raise funds annually to support partner program allocations and other work of Monadnock United Way.
2. Clearly articulate funded program expectations including reporting formats and submission dates.
3. Mobilize and invest community resources back into the community in a strategic manner that will lead to both short and long term outcomes that will positively impact the Monadnock Region.
4. Make available management and technical assistance to our Partner agencies whenever possible.
5. Act as responsible stewards of funds publicly contributed to MUW by fully informing contributors of MUW's allocations and use of such funds.
6. Respect and maintain the confidential nature of certain information provided by the Partner agency.
7. Annually advise the Partner Agency of their community investment grant amount and make timely and regular payments during the investment year provided agreement terms are met.
8. List Partners and funded programs on the United Way website and when appropriate share program outcomes or cohort goals and measures with donors and the community via the website, social media, print or other media outlets.
9. Provide guidelines, logo and brand materials to partners for incorporation into program/agency marketing.
10. Evaluate and improve the community investment priorities process to achieve the best possible results.
11. Accept and notify agency and volunteer allocators of designations.

12. Provide a 30 day notice if it is determined that the agreement needs to be renegotiated to address compliance or other issues.

**Funded Partner Agrees to:**

1. Be familiar with the funded program proposal(s) and notify United Way of any significant program, staffing, budget, or client participation changes immediately (not wait for reporting periods). Recognize that such changes require a renegotiation of the agreement and could impact current or future program funding.
2. To keep complete and regular books of accounts open to inspection by the Board of MUW or its designated representatives except where access is prohibited under federal or state Confidentiality Statutes to provide verification of program and financial information that has been reported. United Way reserves the right at any time to request additional information beyond a progress report to ensure dollars are being used as identified in the funded program proposal.
3. To actively cooperate with MUW, other organizations and community groups to promote the coordination of planning and programming efforts so as to better meet the needs of the community, prevent the unnecessary duplication of services and ensure the delivery of high quality efficient and effective services.
4. To notify MUW Promptly of any pending lawsuits of criminal investigation that might damage the Partner agency in their public standing
5. Meet agency eligibility standards and submit annually:
  - the agency's most recent IRS 990 or 990EZ; an annual audit by an independent certified public accountant that complies with generally accepted auditing and accounting standards (unless the agency has a total budget of less than \$499,999.00, then the agency is required to submit an annual review of its financial affairs by a qualified independent source);
  - documentation that shows your agency is regularly convening a voluntary local board of directors or an advisory board/committee (a meeting schedule and membership roster showing the members' terms of service, expertise, board position and contact information);
  - your agency's non-discrimination policy that shows you provide services to the residents of the Monadnock Region without regard to social and economic class, gender, ability, race, religious group, and sexual orientation.
6. Complete program and agency reports as required and per announced deadlines that includes a statement of performance against the goals/metrics established through the MUW allocations process, budget report and narrative. Failure to do so will result in withholding funds until the report is submitted and a renegotiation of the funding agreement occurs.
7. Participate in meetings coordinated by United Way that require your participation including at a minimum of twice a year, meet about shared measures with organizations who are working on similar priorities and then complete the agreed upon tracking and reporting. Attend an annual forum to share information and learn about the work of MUW and that of other MUW Partner Agencies.
8. Actively be engaged in community groups or coalitions who are working on similar goals toward creating community change. Some of these groups are coordinated by United Way.

9. As a way of supporting MUW's campaign success:
  - Limit agency fundraising activities to those that are not competitive with the United Way campaign. See Addendum I-Fundraising.
  - Not actively promote designations to your program or agency.
  - Acknowledge and promote the United Way funding partnership to staff, volunteers and clients. Encourage others to support United Way and conduct an internal employee campaign and encourage board members to do the same.
  - Participate in United Way's campaign presentations or provide tours of the Agency to the public if requested and possible.
  
10. Recognize and promote United Way as a funder of your program. Follow United Way brand guidelines in use of the United Way logo. Place the logo at your place of business, on your promotions, program materials, annual report, letterhead, newsletters, presentations, websites, social media and at public functions.
  
11. Protect, defend, indemnify and hold harmless United Way and its agents, officers and employees from all claims and suits including court costs, attorney fees and other expenses, caused by any act or omission of the Partner and/or its subcontractors, and employees.
  
12. Comply with laws and reporting requirements for 501(c)(3) organizations, including the Patriot Act.
  
13. Upon written request from MUW respond within 30 days with requested information, renegotiation of agreement, and/or return of funding.

Signing below indicates the Board and leadership of Monadnock United Way and \_\_\_\_\_ have read and will abide by the terms contained in this agreement. Any misrepresentation or false information in the funded program proposal or reporting to MUW may void this agreement and funds paid by MUW to the partner may need to be returned to MUW and/or renegotiated as part of this agreement. Continued MUW funding is conditional upon compliance with this agreement. If, for any reason, a Partner deviates from providing services as stated in the original allocations proposal, loses its tax-exempt status, or breaches any of the provisions contained in this agreement, partner agrees to contact MUW immediately. Funding may be suspended until the problem is resolved. All funding levels are contingent upon the success of the annual fundraising drive, and could be adjusted depending on the outcome of the campaign.

\_\_\_\_\_  
Funded Partner Agency Director

\_\_\_\_\_  
Funded Partner Chief Board Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
MUW President

\_\_\_\_\_  
MUW Chief Board Officer

\_\_\_\_\_  
Date

## ADDENDUM I: FUNDRAISING

A primary goal of MUW is to maximize the resources and financial support available to agencies so that they can provide needed services in the community. MUW accomplishes this through the annual campaign, grant and foundation proposals.

Although MUW provides needed funding to many agencies, MUW also recognizes that agencies require a mix of funding sources to meet their financial needs. Therefore, MUW encourages supplemental fundraising that does not conflict with the philosophy of the annual campaign.

### FUNDRAISING AND SOLICITATION GUIDELINES

In order to focus the community's efforts on achieving collective goals and affecting positive change, agencies agree to partner with Monadnock United Way in stewardship of a successful Annual Campaign. Additionally, when appropriate, agencies will work with Monadnock United Way as they seek to diversify funding sources, including grants, foundation applications and other resources that can support allocations to agencies in the Monadnock Region.

Following are the guidelines concerning specific types of fundraising and solicitation by MUW agencies:

#### 1. Corporate/Business Solicitation

- Solicitation in the workplace is not allowed among corporations and businesses that contribute to the Monadnock United Way campaign. The current list is available by contacting Monadnock United Way.
- Direct solicitation of corporate foundations supporting the program services funded by the Monadnock United Way Campaign should state that the program is a recipient of Monadnock United Way funding to acknowledge that they are already supporting the program.

Sample: ***Please note, if you are contributing to Monadnock United Way, you are already supporting our work, as (your program) is a recipient of MUW funding – and most grateful for it! In this case, we thank you for considering a second gift to (your program)!***

#### 2. Sales and Special Events

- The sale of an item over an extended period of time (e.g., flowers, raffles, coupon books, T-shirts) or special fundraising events scheduled for a specific time (e.g., dances, auctions, yard sales, dinner, anything-a-thons) should be directed at individuals only, not corporations and businesses.
- Consideration should be given as to the impact on Monadnock United Way fundraising efforts when scheduling special fundraising events and promotional activities.

#### 3. Friends Campaign and Membership Drives

- Target groups should be made up of individuals who have demonstrated an active interest in the agency's work.
- MUW requires a draft copy of the Friends solicitation in advance and will return for change any solicitation letter that does not clearly state that the agency is a recipient of MUW funding, and, if the donor is contributing to MUW, to acknowledge that they are already supporting the agency.

Sample: ***Please note, if you are contributing to Monadnock United Way, you are already supporting our work, as (your program) is a recipient of MUW funding – and most grateful for it! In this case, we thank you for considering a second gift to (your program)!***

#### 4. Capital Fund Drive

Capital requests should be scheduled so that they do not conflict with Monadnock United Way fundraising efforts. Again, solicitation letters should state that the agency is a recipient of Monadnock United Way funding, and, if the donor is contributing to Monadnock United Way, to acknowledge that they are already supporting the agency.

Sample: ***Please note, if you are contributing to Monadnock United Way, you are already supporting our work, as (your program) is a recipient of MUW funding – and most grateful for it! In this case, we thank you for considering a second gift to (your program)!***

#### 5. Sponsorship, Merchandise and Service Requests

As stewards and partners of Monadnock United Way efforts, consideration of the impact on fundraising, the campaign and regional agencies should be given when:

- requesting items or services to be used either in fundraising (e.g., auction, raffle, food at special events) or in agency's own operations (e.g., printing of brochures);
- requesting funding in return for promotional recognition (e.g., listing in special event programs or display ads) among corporations and businesses supporting Monadnock United Way;
- requesting corporate sponsorship to underwrite the cost of programs or fundraising events;
- appeals are made to service clubs, fraternal orders and churches.

#### 6. Monadnock United Way encourages grant applicants to assess opportunities for collaboration and does not limit:

- grant requests to governmental bodies;
- requests to foundations not supporting Monadnock United Way;
- advocacy related to funding of services.