**United Way Society of the Yukon**

**2019-2020 Funding Agreement**

Between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Agency”)

and

**United Way Society of the Yukon**

(“United Way”)

United Way shall fund : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name of project/program]

(the “Project”) in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Grant”) on the following terms and conditions:

**Funding**

1. Funding is provided for the period April 1, 2019 to March 31, 2020. The Agency must fully expend the Grant (not including the Holdback referred to in Section 6) and complete the Project by March 31, 2020.
2. The Agency shall only use the Grant for the purposes of the Project.
3. With approval from United Way, funds may be reallocated within the budget for the Project.
4. If the Grant includes funding for acquisition of a capital asset, the Agency must not spend more than $1,000 on capital.
5. When funding is approved, United Way will pay 90% of the Grant to the Agency.
6. Upon receipt and approval by United Way of the Agency’s Final Report, United Way will pay the remaining 10% of the Grant (the “Holdback”) to the Agency.

**Agency Obligations**

1. The Agency shall provide United Way with the rights and benefits described in Appendix A.
2. The Agency shall submit a Final Report to United Way, containing the information and documents listed in the Final Report Template, within 30 calendar days of the completion of the Project.
3. The Agency shall maintain regular communication with United Way during the progress of the Project and until the Final Report has been approved by United Way.

**Financial Reporting Requirements**

1. The Agency must keep all original invoices and receipts of financial expenditures and revenues for a period of one year after submission of the Final Report to United Way.
2. If requested by United Way within one year after submission of the Final Report, the Agency must provide copies of all original invoices and receipts to United Way.
3. If revenues (including other sources of funding) exceed expenditures related to the Project, United Way may require the Agency to return all or part of the Grant, up to the amount of surplus revenue.

**Termination**

1. Where, in the opinion of United Way, acting reasonably, the Agency fails to comply with the terms and conditions of this agreement, United Way may give written notice of such failure to the Agency. Upon receipt of notice, the Agency must remedy the failure within 30 calendar days or return the full amount of the Grant to United Way.
2. Either United Way or the Agency may terminate this agreement at any time by giving notice in writing to the other party.
3. If the Agency terminates this agreement after receiving the Grant but prior to completion of the Project, the Agency shall provide a financial statement of revenue and expenditures, together with any unused portion of the Grant, within 14 calendar days of the date of termination.
4. Unless earlier terminated, this agreement terminates on the date of payment of the Holdback by United Way to the Agency.

**Effective Date**

1. This agreement takes effect on the date signed by United Way and will remain in effect until terminated.

**Name of Agency**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized representative Date

Name & title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If second signature required

Name & title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**United Way Society of the Yukon**

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized representative Date

Name & title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorized representative

Name & title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Appendix A- Acknowledgement of funding**

1. The Agency can acknowledge the financial contribution of United Way in the following ways:
   1. in a media release within 30 days of receiving the Grant
   2. acknowledgement on the Agency's website and a hyperlink to United Way's homepage www.unitedwayyukon.ca from the Agency's website
   3. in all oral media (press conferences, interviews, etc.)
   4. in all public material produced by the Agency during the funding period, including published literature, brochures, annual report, newsletters, letters to the editor, news releases, etc.
   5. in all print and broadcast advertising placed by the Agency during the funding period
   6. by placing United Way's name and logo on signs or banner at all venues where the Agency hosts public events or other locations, e.g. entrance lobby of Agency's office, on a monitor or other audio-visual display, etc.
   7. If United Way has been designated as a \_\_\_\_\_\_\_\_\_\_\_ [i.e. "gold", "Partner'', etc.] level sponsor:

* acknowledgement of United Way as a \_\_\_\_\_\_\_\_\_\_\_ level sponsor in a media release;
* recognition as a level sponsor in all marketing and promotional material or information packages;
* tickets to events [specify events]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* an opportunity for a United Way Yukon Board member to participate in the event (e.g. present award or trophy, or speak at event)
* [exclusive] right for United Way to identify itself in its own advertising and promotion as a \_\_\_\_\_\_\_\_\_\_\_ level sponsor
* United Way logo on agency's branded clothing or equipment