



PARTNERSHIP AGREEMENT
THE UNITED WAY OF FRANKLIN COUNTY, INC.

The parties of this agreement are autonomous entities joined together in an active partnership for the shared goal of focusing on the human service needs of Franklin County.

- A. Both the United Way of Franklin County (UWFC) and the Partner Agency agree:
- To respect the individual identities of the UWFC and the Agency and their right to determine policies and programs.
 - To inform the other promptly of circumstances likely to affect its ability to fulfill this agreement or which might reasonably be expected to be of interest or concern to the other party, e.g. change in key staff leadership, consolidation or elimination of services, reduction of program revenue by over 50%, misappropriation, fraud, theft or the like that may be relevant to the UWFC award or anything that may affect the UWFC good will in the community.
 - To comply with legal, licensing and reporting requirements for 501(c) 3 organizations.
 - To maintain a representative, volunteer governing board, which has a local presence in the community, meets regularly throughout the year to establish policy and program direction and exercises responsibility for the organization's administration and financial management.
 - To operate by policy and practice according to non-discrimination laws. Both parties agree not discriminate in violation of law, with respect to employment, volunteer participation, or the provision of services, on the basis of race, color, religion, national origin, gender, sexual orientation, age, disability, veteran status, genetics, marital status or any other protected status.
 - To provide a high standard of service that will meet the needs of the community in its field of specialty.
 - To work cooperatively with other agencies in the community to avoid duplication, and promote high standards of efficiency and effectiveness.

- To have its accounts audited at least once a year upon completion of their fiscal year by an independent Certified Public Accountant, and submit one original, bound copy of the audit to the UWFC. Agencies with operating budgets under \$250,000 may request that the certified audit be replaced by a “statement” signed by the President, Treasurer, and a Board member indicating that a review of the financial statement has been done and is reflected in the year-end report presented to the Agency’s Board (one copy to accompany statement.)
- To conduct an exemplary internal UWFC campaign and to encourage staff, board members and volunteers to enthusiastically support all aspects of the partnership.

B. The Partner Agency agrees:

- To provide service and financial statistics or reports as the UWFC Board of Directors deems necessary.
- To act as a co-marketing partner with the UWFC and identify the Agency in all communications as a United Way Partner Agency (program brochures, newsletters, annual report, websites, etc.) with the “Partner Agency” logo provided by the UWFC.
- To participate, as appropriate, in various service projects with the UWFC and other Partner Agencies.
- To include and recognize the UWFC as a partner and funder at agency events and special occasions and especially with the media.
- To cooperate and support the UWFC annual campaign by providing speakers, hosting visits to the Agency by employee groups, working phone-a-thons, and other similar activities.
- To participate in public functions such as the campaign kickoff, community celebration events, special fundraising events, etc.
- To join with the UWFC and other partner agencies in a community-wide effort to raise funds to meet community needs. The agency will be expected to provide funds of its own in addition to those it receives through the UWFC. However, the agency will not conduct fundraising or activities that interfere or compete with those of the partnership. This means specifically:
 - a. The agency will identify itself as a United Way Partner Agency in all solicitations for funds.
 - b. The agency will support **undesigned** giving to the UWFC annual campaign. This includes not soliciting in the workplace (including your own) for designated contributions through the UWFC campaign, and not advertising or promoting the UWFC campaign as a vehicle for designated gifts.
 - c. The agency will not conduct any other payroll deduction or workplace giving fundraising campaign with area businesses and/or organizations at any time of the year or affiliate with any federation soliciting payroll deduction giving that operates in direct competition with the UWFC.

- d. The agency will refrain from fundraising activities during the “blackout” period of September 1-November 1, 2019. This includes **all** solicitation of individuals and companies as well as fundraising for special events. The only exceptions to this are where price charge is equal to benefit received – such as most bake sales and craft fairs.
- e. The agency will notify the UWFC in advance of any plans to conduct a capital campaign.
- f. The agency will work with the UWFC to prevent “donor fatigue” particularly among the UWFC institutional donors. As such, the agency will refrain from multiple solicitations and will always identify itself as a UWFC Partner Agency.

C. The United Way agrees:

- To provide a fair, thorough and transparent review of Agency funding requests,
- To act as a responsible steward of funds contributed to UWFC and to periodically review and evaluate the community investment process to remain current and relevant.
- To disburse funds to the Agency on a monthly basis via an ACH deposit beginning in July, unless the UWFC and the Agency have made other arrangements.
- To provide Partner Agencies with access to in-kind donations as available, such as computers, food and gifts, school backpacks, and volunteers as are available.

D. Termination of the Agreement

- The UWFC Board of Directors shall have the right to terminate the participation in the UWFC of any Agency for any reason, and any Agency shall likewise have the right to terminate its participation in the UWFC for any reason. Termination for cause may be immediate.
- In addition, either party shall give written notice to the other of its intent to not renew such participation no later than May 15 of any year. Thereafter, prior to July 1 each party shall give the other the opportunity to discuss such termination through their authorized representatives, and if no agreement to the contrary is reached by that date the notification of intent to terminate shall then become final.

E. Funding by Multiple United Ways

- The UWFC recognizes the fact that some agencies operate in more than one UWFC area, causing the need for clarification in some areas of the agreement. We encourage the Agency to communicate with the Executive Director to clarify any questions they may have.

F. General Provisions:

- UWFC funds are allocated on the basis of the annual review, which includes the Agency's fulfillment of its programs and financial goals as presented in that review. All funding is contingent upon the fundraising and collection efforts of the UWFC, and may be changed by the UWFC if the goals or fund collections are not realized.
- All funding is conditional upon the Agency's ongoing services as represented to the UWFC in the annual review and as updated during the year. Reductions in funding and/or requests for the return of funds may be made by the UWFC if it finds the Agency has not fulfilled its financial or program service goals.
- The UWFC has the right to include restrictions on the use of UWFC money as indicated in the Community Investment Report.
- If the funds are accepted, the Agency agrees that all conditions cited in the report are a binding part of this agreement. If an Agency finds it impossible to comply with such conditions, we will work together in good faith through communication and a mutual effort to come to an acceptable agreement. If no agreement can be reached, failure to comply may be considered reasonable cause to terminate this agreement.