**Section II.**

**Both Parties Agree:**

 A. To keep channels of communication open for discussion of matters of common concern.

B. Timely, written communication to each other in regards to significant changes throughout the year. These may include, but are not limited to, changes in United Way policies and procedures, changes in Agency leadership, organizational status or financial status, program changes etc.

C. Recognize the need for full accountability to the donors contributing to United Way of Central Kentucky

D. To participate in a collaborative effort to promote the United Way system.

E. To promote effective service and efficient administration.

F. Operate without discrimination on the basis of race, religion, sex, ethnic origin,

 age, or disability.

**Section III.**

**United Way agrees:**

A. To recognize and respect the autonomy of the Agency, through its governing board, to determine its own policies and to manage its own programs.

B. To conduct a community-wide campaign to secure funds annually to support local health and human services.

C. To maintain responsible stewardship on behalf of United Way donors and member agencies.

D. To deploy United Way financial support to maximize the resources available for programs aimed at current needs of the community, including programs not now receiving United Way funding.

E. To provide a citizen-directed system of reviewing agencies, their programs and funding requests on a regular basis.

F. To respect the confidential nature of information provided by the Agency. Contents of an Agency’s proposal and financial information will be used for purposes consistent with this agreement.

G. To distribute allocation payments to the Agency on the 15th of each month, unless notified otherwise.

H. To distribute donor designated dollars to the Agency (if designations exceed the annual allocation, payments will be made on a quarterly basis beginning in May of each year).

I. To annually implement a community-wide marketing and communications program that promotes United Way agencies and their programs.

**Section IV.**

**The Agency agrees:**

A. To operate programs and deliver services as set forth during the funding review process.

B. To submit required documentation by established deadlines. This includes, but is not limited to if UWCK funding is granted, you will be asked to provide UWCK (via e-mail: info@unitedwayck.org) a one page narrative quarterly explaining how the funds have been used. **This will be due to UWCK quarterly by September 1st 2013, December 1st, 2013, March 1st 2014, and June 1st 2014.** Narratives should explain at a minimum how people have been helped by the UWCK-funded program and include the activities and strategies used to serve the population in need; the number served (to-date) as relates to your target population projected to receive services, and the benefit to those receiving services. These stories may be used in UWCK’s marketing and outreach efforts to demonstrate how United Way donations are put to use in the community.

C. Agency will coordinate one client (individual or family) benefiting from the UWCK funded program(s) who will be willing to participate in UWCK’s annual campaign video.

D. Agency will complete and re-submit to UWCK a marketing template that will be used to promote our partnership.

E. To immediately notify United Way regarding any legal, financial or organizational matters or program changes which may impact the agency’s ability to operate and/or deliver the services.

F. To engage all levels of the organization (staff, leadership, program staff and board of directors) in measuring program outcomes and to use the results as the foundation for program planning.

G. To support the United Way effort throughout the year, including but not limited to the following:

Agencies receiving allocations of $25,000 or more:

•Conduct an effective internal United Way campaign annually.

•Provide a “Loaned Executive” or “Account Manager” that will assist in conducting the annual UWCK fundraising campaign and manage assigned accounts. This includes participating in a Loaned Executive Training provided by UWCK Staff, attending scheduled meetings, and taking on responsibility of UWCK-assigned accounts.

•Include the United Way of Central Kentucky logo on written correspondence, communication, publications, signage, and promotional materials.

•United Way logo should be prominent at community functions/ fundraisers sponsored by the agency.

•Public statements about the agency should include recognition of their United Way support. 

•Display the United Way logo at physical facilities housing programs receiving United Way support.

•Provide information as requested within a timely manner to facilitate marketing and communications, planning and research, and community initiatives.

Agencies receiving allocations of less than $25,000

* Conduct an effective internal United Way campaign annually.
* Include the United Way of Central Kentucky logo on written correspondence, communication, publications, signage, and promotional materials
* Public statements about the agency should include recognition of their United Way support
* Display the United Way logo at physical facilities housing programs receiving United Way support.
* Provide information as requested within a timely manner to facilitate marketing and communications, planning and research, and community initiatives.

H. At all times during the term of this Agreement, to 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 Agency and/or its subcontractors, agents and employees.

**Section V.**

**Changes to, compliance with and termination of this agreement:**

A. If, at any time during the life of this agreement, it becomes necessary to change the terms of this agreement, such changes, after being mutually agreed upon by and between the Agency and United Way, shall be effective when incorporated in written amendments to the Agreement.

B. United Way reserves the right, at any time during the term of this agreement, to reduce or withhold the Agency’s funding, place the Agency on probationary status, or terminate this agreement if any of the following conditions occur:

Failure on the part of the Agency to adhere to the standards or policies set forth and covered by this Agreement.

Failure on the part of the Agency to deliver agreed upon services.

Significant changes in conditions (revenue, facilities, staffing, client base, etc.) that

result in the Agency’s inability to effectively operate the program(s).

C. The Agency may terminate this agreement on sixty (60) days written notice. A decision to terminate must be by resolution of the Agency’s board of directors. United Way funding will cease on the effective date of termination.

D. In the event of unforeseen circumstances related to the availability of funds, United Way reserves the right to adjust allocations upon thirty (30) days written notice to agencies.

E. United Way of Central Kentucky maintains the right to terminate the contract should the agency default on fulfillment of the initiatives as outlined in the Request for Funding Proposal.

F. United Way of Central Kentucky reserves the right to respond publicly to negative publicity against United Way.

If the agency fails to meet the requirements during the course of the allocation year, UWCK may discontinue funding. The decision to terminate funding will be at the advice of the Community Investment Team with the approval of the Board of Directors.

If UWCK determines an agency will no longer receive funding, UWCK will send notice to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_

**Chief Volunteer/Board Chair**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_

**Executive Director**

This signature page must be signed by all parties and returned to the United Way of Central Kentucky office with the proper signatures before payments in the new allocation cycle begin.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_

**United Way Central Kentucky Board Chair**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_

**United Way Community Investment Team Chair**

 

 **Anti-Terrorism Compliance Measures**

In compliance with the USA PATRIOT ACT and other counterterrorism laws, the United

Way of Central Kentucky requires that each agency certify the following:

“I hereby certify on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders.”

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_