MEMORANDUM OF UNDERSTANDING (MOU)
between

**CENTRE COUNTY UNITED WAY (CCUW) &
(insert agency name)**

*Funds Distribution volunteers have visited and thoroughly reviewed programs and services and have made funding recommendations for this agency, which the Board has approved as outlined in this agreement.*

**Centre County United Way** (hereinafter referred to as “CCUW”) and

**(insert agency name)** hereinafter referred to as “partner agency”

agree to this Memorandum of Understanding for the funding period of **July 1, 202X through June 30, 202X.**

**CCUW agrees to:**

1. **Distribution:**
	1. Disburse the amount of **$XX** in 11 equal payments and an adjusting final payment (June) by the 15th of each month.
2. **Governance:**
	1. Maintain a volunteer governing body that meets on a regularly scheduled basis and provides purpose, direction, and responsible management for the organization.
	2. Operate in a manner which does not by policy or practice discriminate against any group or class of individuals currently protected by law or ordinance.
	3. Maintain adequate and accurate financial records in accordance with standard accounting procedures and practices, adhere to a budget approved by its board of directors, produce an annual audit of financial records, and publish an annual report.
3. **Agency Autonomy:**
	1. Recognize the autonomy of the funded agency and its right to determine and administer its policies, programs, services, and budgets, except those provisions voluntarily relinquished with the acceptance of this agreement.
4. **Marketing and Communications:**
	1. Market agency programs throughout the year to increase employee/corporate understanding of agencies, their services, and their linkage to CCUW. Agencies will be included in United Way campaign materials, newsletters, presentations, press releases, information pamphlets, public notices, special events, reports, public service announcements and advertisements, as appropriate. Agencies will have opportunities to participate whenever possible in agency fairs, company campaigns, and other related activities.
5. **Use of Funds:**
	1. Allocate funds for the purposes specifically outlined by the agency in its annual funding proposal(s). It is not the intention of CCUW to fund capital expenditures, cash reserves or deficits. CCUW funds are not to be used for fundraising and/or development efforts.

**The Partner Agency agrees to:**

1. **Governance:**
	1. Maintain a volunteer governing body that meets periodically (at least quarterly is recommended), provides purpose, direction, and responsible management for the organization.
	2. Operate in a manner which does not by policy or practice discriminate against any group or class of individuals currently protected by law or ordinance.
	3. Maintain adequate and accurate financial records in accordance with standard accounting procedures and practices, adhere to a budget approved by its board of directors, produce an annual audit of financial records, and publish an annual report.
	4. Maintain data relating to the services it provides, including, but not limited to, demographic information regarding clients served as well as by type of service and area of residence.
	5. Maintain Federal Government tax-exempt status.
	6. Notify CCUW in the event of substantive organizational changes.
	7. Ensure that appropriate officers and staff with direct financial responsibility maintain a fidelity bond.
2. **Financial Reporting:**
	1. Submit annually to CCUW a funds distribution packet by the deadline published by CCUW. CCUW reserves the right not to schedule an agency for a site visit if the agency’s application is incomplete or received after the deadline. Funding is contingent upon a complete site visit for the agency
	2. Submit an audit conducted by a certified public accountant.
	3. Submit copies of bylaws, board minutes and other related budget forms should they be requested by CCUW.
	4. **Provide information/data demonstrating how programs and services are achieving measurable results in the community and measurably helping clients.**
3. **Marketing and Communications:**
	1. **Increase employee/corporate understanding of the relationship between CCUW by including a specific reference to CCUW’s funding role in all newsletters, presentations, press releases, information pamphlets, public notices, special events, reports, public service announcements and advertisements. In addition, the most current CCUW “trademark logo” should be included on all communications pieces and displayed in agency facilities. Artwork and signage are available from the CCUW office.**
	2. Submit examples of marketing/communications material to CCUW for display for co-marketing.
4. **Campaign Support:**
	1. Increase corporate/employee knowledge, understanding and support of CCUW on a year-round basis. The partner agency will make presentations, conduct tours, and participate in seminars and fairs to the greatest degree possible, as requested by CCUW.
	2. Understanding that CCUW looks for its growth and support from all employees and citizens of Centre County, the partner agency will participate in the Pacesetter Campaign and conduct an employee campaign as a demonstration of mutual support for CCUW (this requirement was added with approval from a vote taken by all CCUW partner agencies).
5. **Use of Funds:**
	1. Use its CCUW funding to support the programs and services as articulated in its submission for funding. CCUW funding must be used for the stated purposes and programs. CCUW funds may not be used for fundraising and/or development efforts.
6. **Partner Agency Supplemental Fundraising:**
	1. Partner Agency will advise CCUW of all fundraising activities.
	2. Partner Agency will not approach those companies designated by CCUW as “Honor Roll” or “Top Partner Companies” as determined by the outstanding efforts of those companies to support CCUW during the annual campaign. CCUW will provide, on request, an annual list of companies.
	3. The Partner Agency agrees to confine fundraising efforts as much as possible to the period of December 1 through July 31.
	4. The Partner Agency will notify CCUW of any capital fundraising plans. CCUW will advise and assist as necessary and appropriate to help ensure success and to avoid simultaneous drives.
	5. For both capital and non-capital fundraisers, these guidelines will apply to any and all others raising money on a Partner Agency’s behalf. The Partner Agency will furnish guidelines to all individuals or organizations conducting benefit fundraisers.
7. **Reserves:**
	1. A Partner Agency reserve equivalent to 3 – 6 months’ operating expenses, to support cash flow and/or cover unexpected expenditures, is acceptable and will not be used as a factor to influence volunteer panel funding recommendations.
8. **Agency Appeal:**
	1. The Partner Agency has the right to appeal its funds distribution allocation. Requests must be submitted to CCUW in writing within 30 days of receipt of the official Memorandum of Understanding
9. **Breach of Agreement Relief:**
	1. As a condition to seeking legal or equitable relief for an asserted breach of this agreement, the parties agree to submit the dispute to mediation under the auspices of an appropriate mediation service designated by mutual agreement or by the President Judge of the Court of Common Pleas of Centre County.
10. **Collaboration and Partnership:**
	1. The Partner Agency and CCUW will actively pursue other opportunities for partnership and collaboration to benefit citizens of Centre County. A part of this collaborative partnership will be attendance of each organization’s executive and key program staff at regularly scheduled all agency meetings. These meetings will be used, in part, to provide strategic planning to assure an on-going, positive partnership.
	2. Partner Agencies will be represented to the CCUW board of directors via representative elected by the Professional Advisory Committee (PAC). PAC representatives will sit on the board of directors as voting members.
11. **Anti-Terrorism Compliance:**
	1. In compliance with the USA Patriot Act and other counter-terrorism laws, CCUW requires that each agency receiving funds from our organization, as an outright allocation, grant, or donor designation, certify the following:

“I hereby certify on behalf of the Partner Agency that all CCUW funds and donations will be used in compliance with all applicable anti-terrorism financing and asset control laws, statues and executive order.”

1. **Funds Distribution Panel Strengths/Concerns:**

***The Funds Distribution Volunteers made the following observations. If concerns do not seem to fit the mission, resources, or programs funded by CCUW, please notify the Centre County United Way executive director no later than July 1, 202X (current year)***

**STRENGTHS:**

**CONCERNS:**

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Centre County United Way Partner Agency

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Leanne Lenz, Executive Director Chief Professional Officer
Centre County United Way Partner Agency

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Date Date