

**UNITED WAY OF CENTRAL MASSACHUSETTS
MEMORANDUM OF UNDERSTANDING (MOU)**

**An Agreement Between the United Way of Central Massachusetts
AND
ORGANIZATION**

I. United Way Vision

Central Massachusetts LIVES UNITED by investing in educational opportunities, supporting strong families, and building healthy communities.

II. United Way Mission

The United Way of Central Massachusetts (UWCM) connects people and resources to improve the community.

III. Community Impact Funding Expectations:

United Way of Central Massachusetts will:

- Award **\$AMOUNT** annually to the Organization for the sole purpose of funding the **PROGRAM** in accordance with the ___approved proposal and budget or ___a mutually approved revision;
- Designate a staff person to serve as a liaison to the Organization;
- Provide opportunities for relevant knowledge and information exchanges when possible including sharing of data about community conditions and best practices within the community impact area when available;
- Provide program reporting forms at least 30 days in advance of due date;
- Publicize and market funded programs; and
- Meet with the Organization as appropriate.

The Organization will:

- Conduct the Program in accordance with the approved proposal and budget or a mutually approved revision;
- **Monitor and evaluate progress towards meeting program outcomes as described in the application, and submit periodic progress and financial reports according to the following schedule:**
SCHEDULE; _____
- Submit required program reporting by stated due dates;
- Submit copies of contracts with any organizations collaborating in the execution of the Program within 30 days of the execution of the contract;
- Submit the Organization's audit to UWCM within six months of agency fiscal year end (if Organization's budget is less than \$500,000, the organization may substitute an auditor's review);
- Immediately notify UWCM of changes in the Organization that result in the Organization being unable to effectively operate the funded program in accordance with the proposed timeline including but not limited to staffing changes, recruitment delays, funding changes, facility issues, licensing, etc.;

- Maintain its eligibility to receive funding by adhering to the Organizational Assurances stated in Section VII of this document;
- Acknowledge United Way of Central Massachusetts' *Women's Initiative* support in publications, social media, publicity and other means as possible, including at events where this program is featured, and adhere to the United Way fundraising and promotions policy;
- **Actively participate in any educational and/or peer networking events (i.e. ongoing United Service Executives –USE–meetings, The Women's Initiative member celebration in June and Stepping Up for Girls in September, Investing in Girls Alliance) sponsored by the United Way of Central Massachusetts, and by extension the *Women's Initiative*, and share expertise and information about the funded program model; _____**

IV. Special Considerations

- **Agreed upon revision: IF ANY**
- **UWCM Campaign Consideration: The second year funding amount will be dependent on UWCM Campaign receipts. If less Campaign revenue is available, at its discretion UWCM reserves the right to adjust the Program's award amount for the second year of funding. _____**

V. Termination of Funding

UWCM reserves the right at any time during the fiscal year to reduce, suspend or terminate the funding of Organization's Program if, in the sole opinion of the UWCM, any of the following performance conditions occurs:

- Failure on the part of the Organization to deliver the Program as presented in the proposal or agreed upon revision;
- Significant changes in conditions that result in the Organization being unable to effectively operate this Program;
- The occurrence of illegal or unethical conduct within the Organization and/or noncompliance with federal, state or local laws and regulations;
- Failure on the part of the Organization to adhere to UWCM's Organizational Assurances;
- Failure on the part of the Organization to adhere to reporting requirements set forth in this MOU.

VI. Duration of Agreement

The term of this agreement shall be for **two (2) years**, commencing **DATE until DATE**.

- Either party has the right to terminate this agreement upon sixty days written notice to the other party.
- Either party has the right to terminate this agreement upon thirty days written notice to the other party in the event that the other party breaches this Memorandum of Understanding or defaults in the performance of any of its obligations hereunder.

VII. Certification of Organizational Assurances

This section applies only to the Organization.

We, the Chief Volunteer Officer (CVO) and the Chief Executive Officer (CEO) of the Organization, certify that Organization is currently in compliance with and will remain in compliance with the following Organizational Assurances:

- **ORGANIZATION** is legally incorporated as a not-for-profit charitable organization for which donations are tax deductible under Section 501(c)(3) of the Internal Revenue Code.
- Complies with all applicable federal, state and local laws and regulations relating to its business, including but not limited to its fundraising, accounting and payment of taxes.
- Is registered and files public annual financial reports with the Division of Public Charities of the Attorney General's Office and the Office of the Massachusetts Secretary of State.
- Has completed an annual audit, no later than six months after the end of the organization's fiscal year, by a certified public accountant pursuant to and in accordance with FASB and AICPA standards. If Organization's budget is less than \$500,000, the organization may substitute an auditor's review.
- Has a Board of Directors, to whom the CEO reports, that governs the Organization. The Board meets at least quarterly and establishes and enforces policy.
- Program complies with all federal and state laws and regulations concerning discrimination, and programs must ensure that no qualified persons are denied needed or desired services, employment or the opportunity to volunteer based on race, religion, national origin, ethnicity, age, gender, disability, sexual orientation, or socio-economic status.
- Program must be prepared to demonstrate that they inform their constituents of their nondiscrimination policy and have an appeal procedure in place.
- **Adheres to UWCM Fundraising and Promotion Policies For Funded Organizations** _____
- Educates its Board and staff regarding the partnership between UWCM and the Organization.

**For the United Way of
Central Massachusetts:**

(signature)
Chief Volunteer Officer of the Board

BOARD CHAIR, Chair

Date

(signature)
President and CEO

Timothy Garvin

Date

For ORGANIZATION:

(signature)
Chief Volunteer Officer of the Board

(print name)

Date

(signature)
ORGANIZATION CEO

(print name)

Date