

**statement OF AGREEMENT**

**Greene County United Way (GCUW) & \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 *(Partner Agency)*

This Statement of Agreement must be submitted to the United Way along with the current Allocation Application; it is an integral part of the submission for funding from Greene County United Way. The signing of this Agreement will allow the release of allocated funds for the upcoming year. This Agreement lists the terms of common agreement between the Greene County United Way (GCUW) and the Partner Agency (PA) during the period that the Agency is funded by GCUW. The PA acknowledges that GCUW has made no actual or implied promise of future funding.

The United Way’s relationship with agencies is one of mutual support. This relationship revolves around three primary areas. These are 1.) Fundraising and allocation funds through an equitable and effective volunteer review process known as the Allocations Application and Interviews; 2.) Communicating agency services to the public; and 3.) Planning for the needs of the total community.

The GCUW and the PA agree to work cooperatively to increase the public’s awareness and understanding of the human service needs of the area and to work together to meet these needs. Based upon this premise, this Agreement is entered with a spirit of mutual confidence, understanding and trust.

**SECTION I.**

**Both GCUW and the Partner Agency agree:**

1. That the goal of meeting the human care needs of the people of Greene County require the united efforts of all the segments of the community;
2. That human service planning, community-wide fundraising, and the allocation of funds based upon the Allocation Application and Interview process are the most effective and efficient means of United Way helping meet the human needs of the community;
3. That that clear understanding and mutual acceptance of the respective roles of the United Way and the Partner Agency is essential to our joint effort to meet the human needs of Greene County;
4. To promote cooperation among all nonprofit agencies and initiatives in Greene County in an effort to reduce the duplications of services and increase resources available to meet human service needs;
5. To make their Boards and/or staff available to participate in community planning efforts to facilitate coordination of the programs of all Pas and GCUW;
6. To keep each other informed on matters of common concern and to consult each other regarding problems or misunderstanding in an effort to identify solutions that are in the best interest of the residents or Greene County;
7. To promote effective service, efficient administration and comply with all Generally Accepted Accounting Principles.

**SECTION II.**

**Greene County United Way agrees:**

1. To conduct an annual community-wide fundraising campaign and perform all collection duties of the pledges received during the campaign;
2. To allocate contributed funds through the Allocation Application and Interview process;
3. To recognize the right of the PA to determine its programs and services, its policies of operation, and to administer its own internal affairs;
4. Through SWPA211 and other means, to promote PAs, inform the community of available agency services, and refer public inquires to appropriate partner and non-partner agencies;
5. To maintain responsible stewardship on behalf of GCUW donors and PAs;
6. To respect the confidential nature of information provided by the PAs;
7. To provide a wide variety to supportive services aimed at increasing the capacity of the social service system to respond to community needs. These services include, but are not limited to: information and referral, advocacy, community initiatives, collaboration building, grant-making support, research and planning around human service needs.
8. To immediately notify the Partner Agencies of any legal, financial, or organizational matters or program changes which may impact the GCUW’s ability to operate, to deliver services, or to comply with GCUW policies.

 \*\*\*\*\* GCUW to initial here, indicating review and acceptance of Section II. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*\*\*\*

**SECTION III.**

**The Partner Agency agrees:**

1. To use the funds received from GCUW for purposes detailed and set forth in the Allocation Application, to keep funds within Greene County to support its residents, and to complete required reports on the use of GCUW funds;
2. To keep GCUW informed of agency events, information, and special activities throughout the year so that the United Way has an opportunity to support and advertise such activities;
3. To identify itself as a recipient of United Way support through the display of current United Way logo on its funded program materials, publications (including website), news releases, etc. and through any other media that would be mutually beneficial in the promotion of GCUW and the agency. Agency agrees to provide link to Greene County United Way website from agency website.
4. To cooperate fully in the annual fundraising effort and encourage the participation of its constituency in such activities. The Agency is strongly encouraged to conduct an annual campaign among its employees, volunteers, and Board of Directors. The Annual Campaign dates are September 1 – November 30.
5. To hereby affirm that to the best of its knowledge, the Agency is in compliance with all applicable Federal, State and local laws, regulations and ordinances, including but not necessarily limited to:
	1. Certificate of Charitable Exemption under the 501 (c)(3) section of the IRS code;
	2. Possession of a current registration certificate or letter of exemption from the Pennsylvania Commission on Charitable Organizations.
6. To review United Way’s By-Laws as well as the Policies and Procedures, to operate within the framework of the GCUW’s guidelines;
7. To immediately notify GCUW of any changes in senior leadership or agency contact personnel;
8. To immediately notify GCUW of any legal, financial, or organizational matters or program changes which may impact the agency’s ability to operate, to deliver services, or to comply with GCUW policies;
9. To have this agreement reviewed and renewed annually by the PA’s Board of Directors, so that both old and new members are fully acquainted with its terms.

 \*\*\*\*\* Please initial here, indicating review and acceptance of Section III. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*\*\*\*\*

**SECTION IV.**

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

1. If, at any time, during the life of this agreement, it become necessary to change the terms of the agreement, such changes, after being mutually agreed upon by and between the PA and GCUW, shall be effective when incorporated in written amendments to the agreement;
2. The 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:
	1. Failure on the part of the Agency to adhere to the standards and policies set forth and covered by this agreement;
	2. Failure on the part of the Agency to deliver agreed upon services within Greene County;
	3. Failure on the part of the Agency to operate within the GCUW’s Policies and Procedures;
	4. Significant changes in conditions (revenue, facilities, staffing, client base, etc.) that result in the Agency’s inability to effectively operate the program(s).
3. In the event of unforeseen circumstances related to the availability of funds, the United Way reserves the right to adjust funding upon a 30 day written notice to the agency.

**SECTION V.**

**Anti-terrorism Statement:**

In compliance with the USA PATROIT Act and other counterterrorism laws, the Greene County United Way requires each agency certifying the following:

I hereby certify on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert name of your agency)* that all United Way funds and donations will be used in compliance with all applicable anti-terrorism financing and asset control laws, statutes and executive orders.

**SECTION VI.**

**Statement of Participation:**

The Board of Directors of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(insert name of agency)* at a meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a quorum present, affirmatively voted to become or remain a beneficiary member of Greene County United Way. This action is taken after careful review of the provisions of the Articles of Incorporation and By-Laws of GCUW.

This association will continue until:

1. It is superseded by another agreement;
2. Five years has elapsed since the previous review; and/or
3. The agency or United Way terminates the association as provided for in Article VI, Section 4 of the By-Laws.

**GREENE COUNTY UNITED WAY** **PARTNER AGENCY**

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*Signature* *Signature*

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*Print Name* *Print Name*

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*Title* *Title*

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*Date* *Date*