

Sample Partnership Agreement Memorandum of Understanding

ABC NONPROFIT
AND
CDF GRASSROOTS

This document describes the agreed-upon responsibilities and expectations between ABC NONPROFIT (Lead Organization) and CDF GRASSROOTS ORGANIZATION (FBCO Partner) for the use of funds received through the U.S. Department of Health and Human Services (HHS) Compassion Capital Fund (CCF) Communities Empowering Youth (CEY) Demonstration Program for the HOPE AND LIFE PARTNERSHIP. The purpose of HOPE AND LIFE PARTNERSHIP is to build OUR capacity to address youth violence issues in our community.

ABC NONPROFIT is partnering with CDF GRASSROOTS ORGANIZATION along with nine other local groups through this project. This project contains three components: (1) community assessment; (2) training and technical assistance; and (3) the distribution of grant funds to partnering organizations to implement their individual capacity building plans.

RESPONSIBILITIES AND EXPECTATIONS

For this project ABC NONPROFIT serves as the “lead” organization. As the lead organization, ABC NONPROFIT is responsible for the following:

- Ensuring the program activities and finances of the HOPE AND LIFE PROJECT are in compliance with CEY requirements and federal regulations
- Serving as the coordinator for the community assessment and evaluation activities for HOPE AND LIFE PARTNERSHIP
- Providing support in the development of individual technical assistance plans for each partnering organization
- Distributing up to \$50,000 to each partnering organization to implement their individual capacity building plans
- Designing a comprehensive training program for all partnering organizations
- Reporting HOPE AND LIFE PARTNERSHIP activities and accomplishments to HHS

Under this Agreement, CDF GRASSROOTS ORGANIZATION agrees to:

- Send a management level staff person to all HOPE AND LIFE PROJECT planning meetings
- Complete an organizational assessment to determine the priority capacity building needs for their organization

- Develop a detailed capacity building plan along with expected outcomes
- Participate in the HOPE AND LIFE PROJECT community assessment
- Participate in all HOPE AND LIFE PROJECT trainings
- Provide quarterly reports to ABC NONPROFIT on the use of project funds through HOPE AND LIFE PROJECT using format in Attachment A
- Comply with all appropriate local, state, or Federal laws and regulations regarding the use of funds provided through the HOPE AND LIFE PROJECT (see Attachment B: Restrictions)
- Participate in all evaluation activities required by Federal agencies funding this project
- Submit a final report at the end of the grant period listing the major accomplishments and outcomes for your capacity building project
- Not use any of the funds from this project to support inherently religious activity such as religious instruction, worship, or proselytizing. (See Attachment B for additional information on this topic)
- Not use any of the funds from this project to contract with another organization receiving funds from the Compassion Capital Fund without submitting a request to ABC NONPROFIT that will be forwarded to the federal agency sponsoring this grant program

DISBURSEMENT OF PROJECT FUNDS

In order to receive project funds from ABC NONPROFIT for the implementation of the capacity building plan, CDF GRASSROOTS ORGANIZATION must submit a monthly invoice for reimbursement of costs associated with the project. The invoice should include a description of expenditures for the project along with the cumulative costs for the project to date. Within five business days, ABC NONPROFIT will disburse the requested funds to CDF GRASSROOTS ORGANIZATION. The final invoice for all project expenses should be submitted within 15 days after the end of the project (October 1, 2009). In order to receive final payment, CDF GRASSROOTS NONPROFIT must submit a final project report indicating how the funds were used, itemizing the amount of funds used on the specific technical assistance areas outlined in the original technical assistance plan. The report should also include a summary of the outcomes and accomplishments associated with CDF GRASSROOTS NONPROFIT's project.

All invoices shall be forwarded by e-mail to info@abc.org or by regular mail to:

ABC Nonprofit Organization

Attn: Hope and Life Project

1254 Any Street

Washington, DC 22222

TIME PERIOD

This Memorandum of Agreement shall remain in place from October 1, 2006 through September 30, 2009 unless modified in writing before that date.

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to both ABC NONPROFIT and CDF GRASSROOTS ORGANIZATION and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Signatures of authorized agency representatives:

Attachment A

Sample FBCO Partner Reporting Form

Reporting Date: November 17, 2007
Organization Name: CDF GRASSROOTS ORGANIZATION
Project Budget: \$50,000
Funds Used to Date: \$25,000

Brief Overview of the Capacity Building Plan: CDF GRASSROOTS ORGANIZATION is using the funds for this project to increase the effectiveness and efficiency of its fundraising efforts. This includes hiring a fundraising consultant to review previous proposals, help develop a fundraising plan for the organization, review overall fundraising costs, and train our board of directors in grassroots fundraising strategies.

Summary of Activities Since Previous Reporting Period: During this past quarter we have completed our fundraising plan, and it is currently being reviewed by the recently established fundraising committee on the board. Our fundraising consultant has also reviewed and provided feedback on the content of recent fundraising proposals for foundations and government agencies. Our funds were used to pay our fundraising consultant (see invoice attached) and to purchase software to keep track of potential individual donors (receipt included).

Please attach any invoices or copies of receipts for purchases made with this funding.

Attachment B

Use of Federal Funds for Religious Activities

Organizations and their faith-based and community partners shall not use direct Federal grants or contracts under the CCF CEY Demonstration Program to support inherently religious activities, such as religious instruction, worship, or proselytizing. Therefore, an organization must take steps to separate, in time or location, their inherently religious activities from the CCF CEY-supported services. Some of the ways organizations may accomplish this include, but are not limited to, promoting only the federally funded program in materials, websites, or commercials purchased with any portion of the Federal funds. Further, participation in such activity by individuals receiving services must be voluntary.

A faith-based organization receiving HHS funds retains its independence from Federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs. For example, a faith-based organization may use space in its facilities to provide secular programs or services funded with Federal funds without removing religious art, icons, scriptures, or other religious symbols.

In addition, a faith-based organization that receives Federal funds retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents in accordance with all CCF CEY Demonstration program requirements, statutes, and other applicable requirements governing the conduct of HHS-funded activities. Regulations pertaining to the Equal Treatment for Faith-Based Organizations, which includes the prohibition against Federal funding of inherently religious activities, can be found at either 45 CFR 87.1 or the HHS website at <http://www.os.dhhs.gov/fbc/waisgate21.pdf>.