**FUNDRAISING AGREEMENT**

This Fundraising Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [ASSOCIATION/CLUB/HOSPITAL/SCHOOL NAME]** (the "First Party"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [NONPROFIT NAME]** (the "Second Party"), a company organised and existing under the laws of the [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

WITNESSETH:

WHEREAS, [COMPANY NAME], operates the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL], located at [FULL ADDRESS] and plans to operate the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL], to be located at [FULL ADDRESS], (together the “Community [SPECIFY]”); and

WHEREAS, the [COUNTRY] Board of [SPECIFY] (the "Sponsor") has entered into [NUMBER] contracts with [COMPANY NAME], one with respect to the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL], dated [DATE] and one with respect to the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL], dated [DATE], in accordance with Section [NUMBER] of the [COUNTRY] Code (each a "Sponsor Contract") whereby [COMPANY NAME] is authorised to establish the Community [SPECIFY]; and

WHEREAS, [NONPROFIT NAME] has undertaken to manage the process of designing and building the facilities for such Community [SPECIFY], including contracting with a general contractor to construct the facilities for each of the Community [SPECIFY]; and

WHEREAS, [COMPANY NAME] and [COMPANY NAME] have previously entered into an amended and restated Management Agreement, dated [DATE], which sets forth the obligations and duties of each party with respect to the implementation of Fundraiser's [SPECIFY] programme at the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] (the "[SPECIFY] Agreement"); and

WHEREAS, [COMPANY NAME] and [COMPANY NAME] have previously entered into a Management Agreement, dated [DATE], which sets forth the obligations and duties of each party with respect to the implementation of Fundraiser's [SPECIFY] programme at the [SCHOOL/ASSOCIATION/CLUB/HOSPITAL] (the "[SPECIFY] Agreement"); and

WHEREAS, the [SPECIFY] Foundation has entered into a Conditional Grant Agreement to pay any defaults by [NONPROFIT NAME] under the loan agreement for the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] ("[SPECIFY] Conditional Grant"); and

WHEREAS, [COMPANY NAME] and [NONPROFIT NAME] are entering into an LLC Operating Agreement (the "LLC Agreement") of even date to form [SPECIFY]-Fundraiser LLC (the "LLC"); and

WHEREAS, in order to finance the Community [SPECIFY] facilities, [COMPANY NAME] and [NONPROFIT NAME] plan to work together to raise at least [AMOUNT] in charitable contributions to [NONPROFIT NAME].

1. **PURPOSE**
	1. **Purpose of the Agreement**

The parties agree to conduct a joint fundraising campaign to raise [AMOUNT] on behalf of and for the exclusive benefit of the Second Party in order to secure timely construction of the Community [SPECIFY] facilities and to repay in a timely manner certain funds borrowed, or to be borrowed, by the Second Party or the LLC (the "Campaign"). The campaign shall terminate [DATE].

1. **CAMPAIGN GOALS**
	1. **Fundraising Obligations**

The parties agree to use reasonable efforts to work together through [DATE] to raise the full [AMOUNT] goal for the Campaign. Within the context of the joint Campaign, the parties will share responsibility as follows. The First Party will use reasonable efforts through [DATE] to raise [AMOUNT] toward the Campaign (the "First Party Fundraising Amount"), and the Second Party will use reasonable efforts through [DATE] to raise [AMOUNT] toward the Campaign (the "Second Party Fundraising Amount").

As part of the First Party Fundraising Amount, the First Party will use reasonable efforts to raise, by [DATE], from sources other than government entities in [COUNTRY], and from donors located outside the [COUNTRY], [COUNTRY] area, at least [AMOUNT]. It is understood that the first [AMOUNT] raised from [COUNTRY], [COUNTRY] area donors or from government entities in [COUNTRY] will be considered to count toward the fulfilment of the Second Party Fundraising Amount. Both parties agree to use reasonable efforts through [DATE] to support the entire Campaign, including any amounts to be credited to the other party's Fundraising Amount.

* 1. **Overall Campaign Goals**

The goal of the Campaign is to receive at least the following sums of charitable contributions or public grants by the dates listed:

Date Amount Project

[DATE] [AMOUNT] [COUNTRY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL]

[DATE] [AMOUNT] [COUNTRY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL]

[DATE] [AMOUNT] [COUNTRY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL]

[DATE] [AMOUNT] [COUNTRY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL]

[DATE] [AMOUNT] [COUNTRY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL]

The dates listed in this Section 2.2 are referred to herein as "Deadline Dates."

* 1. **Timing of Donations**

Donations will be considered to have been obtained as of the date such funds are actually made available to the Second Party. Donations for which donors have made firm commitments but for which funds have not yet been forwarded to the Second Party will be counted as having been obtained by the Deadline Date if the party that arranged for such funds agrees to loan (interest free) to the Second Party the amount of such donation between the applicable Deadline Date for such donations and the actual date of receipt by the Second Party of such funds, repayment of such funds to be contingent on receipt of the pledged donation. Notwithstanding the foregoing, the First Party shall have no obligation to loan such funds to the Second Party.

* 1. **Recognition of Donor's Intention**

It is understood that if a donor specifically provides that its donation is not to be credited toward the Campaign, the [COMPANY NAME] will not count that donation toward the Campaign.

1. **COORDINATION OF EFFORT**
	1. **Cooperation**

The parties will cooperate with each other in all aspects of the Campaign. Such cooperation will include, for example, joint development of fundraising strategy, joint development of brochures or other informational material regarding the Campaign or the Community [SPECIFY], and coordination of Annexures to allow for joint meetings with donors.

* 1. **Donor Identification**

Each party will work to identify potential donors to the Campaign. Prior to contacting any donor (including, among others, local or national foundations, companies or other businesses, individuals or private foundations, or any government entity), each party will notify the other of the donors it plans to contact and will share any materials, such as letters and any supporting information, that it plans to distribute to or share with such potential donors.

* 1. **Meetings**

Upon reasonable notice, each party shall make its philanthropic personnel available in [COUNTRY], [COUNTRY] on a regular basis to ensure that the Campaign is adequately supported. The First Party support will include the availability of the First Party personnel in [COUNTRY] for meetings with important donor prospects, regular status updates with the Second Party personnel, regular communication to discuss and adjust Campaign strategy, and research on prospects, individuals, foundations, and other funding sources.

* 1. **Costs**

Each party will pay its own costs related to the Campaign. However, the First Party shall bear any reasonable costs of the Second Party or [COMPANY NAME] related to the solicitation of funds from non-[COUNTRY] government entities or from donors outside of the [COUNTRY], [COUNTRY] area whose funds are to be credited to the First Party Fundraising Amount or with whom First Party initiated contact.

* 1. **Confidentiality/Description of the Campaign to Donors**

In order to reinforce the agreement between the parties that the entire Campaign is a joint endeavour, the parties agree that in all communication regarding the Campaign with potential donors or any other person or entity other than the employees, attorneys, officers and directors of the Second Party, [COMPANY NAME], or the First Party, or lenders involved in either the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] [COUNTRY] [SPECIFY] or [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] [COUNTRY] [SPECIFY] projects (and their advisors), they will describe the Campaign as a joint [AMOUNT] effort and will not disclose any other terms of this Fundraising Agreement. The parties also agree not to share this document with anyone other than the employees, attorneys, officers and directors of the Second Party, [COMPANY NAME], or Fundraiser or lenders involved in either the [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] [SPECIFY] projects (and their advisors) without the express written permission of the other party.

* 1. **Nationally Recognised Figures**

The First Party shall use reasonable efforts to arrange for [NUMBER] nationally recognised figures to visit [COUNTRY], [COUNTRY] in connection with the Campaign. An example of a nationally recognised figure is [INDIVIDUAL NAME].

* 1. **Compliance with Statutory requirements**
1. The Second Party hereby consents to the First Party’s use of the Second Party’s name for the purpose of soliciting funds on the Second Party’s name behalf.
2. The First Party and the Second Party shall disclose in each advertisement for solicitations the actual or estimated amount of each donation that will benefit the Second Party.
3. The Second Party shall keep a final accounting for each solicitation it conducts pursuant to this Agreement for a period of [NUMBER] years.
4. The Second Party shall provide a copy of the final accounting for such solicitations within [NUMBER] days of a written request for said accounting by Fundraiser or the [COUNTRY] Attorney General.
5. The First Party shall indemnify and hold harmless the Second Party, its affiliates, successors and assigns, and their respective shareholders, employees, officers, directors, members and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by any of the indemnified parties in connection with or arising out of the First Party breach of this Agreement or failure to comply with the statutory requirements for charitable solicitations for which the First Party has contractual or statutory responsibility.
6. The Second Party shall indemnify and hold harmless the First Party, its affiliates, successors and assigns, and their respective shareholders, employees, officers, directors, members and agents from and against any and all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred or suffered by any of the indemnified parties in connection with or arising out of the Second Party's breach of this Agreement or failure to comply with the statutory requirements for charitable solicitations for which the Second Party has contractual or statutory responsibility.
7. **DEFAULT**
	1. **The First Party Default**

The following shall be considered a "First Party Event of Default": (a) the failure of the First Party to arrange for the receipt by the Second Party of any part of the First Party Fundraising

Amount outlined in Article [NUMBER] by the relevant Deadline Date; or (b) the failure of the First Party to provide the coordination described in Article [NUMBER].

* 1. **The Second Party Default**

The following shall be considered a "Second Party Event of Default": (a) the failure of the Second Party to arrange for receipt by the Second Party of any part of the Second Party Fundraising Amount outlined in Article [NUMBER] by the relevant Deadline Date; or (b) the failure of the Second Party to provide the coordination described in Article [NUMBER].

* 1. **Event of Default**

The terms "Event of Default" as used herein shall mean either a First Party Event of Default or a Second Party Event of Default.

* 1. **Opportunity to Cure**

The parties agree that no Event of Default, other than an Event of Default listed in 4.1 (a) or 4.2 (a) of this Agreement, will be effective until [NUMBER] days after the non-defaulting party gives written notice of the default to the defaulting party. The notice of default shall state clearly the respect in which the non-defaulting party is deemed to be in default under this agreement. Upon receipt of such notice, the defaulting party shall have [NUMBER] days to cure such default. In the event such party fails to cure such default within such [NUMBER]-day period, representatives of the [NUMBER] parties will meet to try to resolve the matter. If these representatives are unable to resolve the matter within [NUMBER] days, then the Event of Default shall become effective upon notice to the defaulting party by the non-defaulting party of such inability to resolve the matter in accordance with the non-defaulting party's notice of default.

1. **CONSEQUENCES OF DEFAULT**
	1. **Consequences of First Party Default**

Upon the effective date of any First Party Event of Default described in Section 4.1 (a) of this Agreement, and provided that a Second Party Event of Default pursuant to Section 4.2 (a) of this Agreement has not become effective pursuant to Section 4.3 of this agreement, the First Party will transfer its interest in the LLC to the Second Party for [AMOUNT] within [NUMBER] days of the effective date of such notice of default.

* 1. **Consequences of Second Party Default**

Upon the effective date of any Second Party Event of Default described in Section 4.2 (a) of this Agreement, and provided that an First Party Event of Default pursuant to Section 4.1 (a) of this Agreement has not become effective pursuant to Section 4.3 of this agreement, the Second Party will transfer its interest in the LLC to the First Party for [AMOUNT] within [NUMBER] days of the effective date of such notice of default.

* 1. **Effect of Specific Foundation Conditional Grant Agreement**

The parties agree that should the [SPECIFY] Foundation pay any amount of the principal reduction payment of [AMOUNT] due and payable by the Second Party on [DATE] under the loan for the [SPECIFY] [ASSOCIATION/CLUB/HOSPITAL/SCHOOL] pursuant to the terms and conditions of the [SPECIFY] Conditional Grant, such payment shall be credited to the Second Party as funds raised for purposes of this Agreement.

1. **MISCELLANEOUS**
	1. **No Third-Party Beneficiary Rights**

No third party, whether a constituent of the Second Party or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the Second Party or the First Party in this Agreement. This Agreement is not intended to create any rights of a third-party beneficiary.

* 1. **Construction and Enforcement**

This Agreement shall be construed and enforced in accordance with the [YOUR COUNTRY LAW] of the State of [COUNTRY].

* 1. **Amendments**

This Agreement may be altered, amended, changed, or modified only by an agreement in writing executed by the First Party and the Second Party.

* 1. **Section Headings**

The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

* 1. **Assignment**

This Agreement shall not be assigned by either party without the prior written consent of the other party, provided that the First Party may, without consent of [COMPANY NAME], delegate the performance but not responsible for such duties and obligations of the First Party to a public charity whose board members include officers or directors of the First Party.

* 1. **No Waiver**

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

* 1. **Notices**

All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognised overnight courier, facsimile or by registered or certified [COUNTRY] mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognised overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the [NUMBER] day after mailing.

To the First Party at: [COMPANY NAME]

[FULL ADDRESS], [COUNTRY]

Attn: [INDIVIDUAL NAME]

Facsimile: [FAX NUMBER]

with a copy to:

[COMPANY NAME]

[FULL ADDRESS], [COUNTRY]

Attn: [INDIVIDUAL NAME]

Facsimile: [FAX NUMBER]

To the Second Party at [COMPANY NAME]
[FULL ADDRESS], [COUNTRY]

Attn: [INDIVIDUAL NAME]

Facsimile: [FAX NUMBER]

with a copy to:

[INDIVIDUAL NAME],

[COMPANY NAME]

[FULL ADDRESS], [COUNTRY]

Facsimile: [FAX NUMBER]

IN WITNESS WHEREOF, the [COMPANY NAME] hereto have executed this Agreement as of the day and year first above written.

FIRST PARTY SECOND PARTY

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title