Douglas County Gives
Memorandum of Understanding

This Memorandum of Understanding (hereinafter the “MOU”) is entered into this ___ day of ___________________, 20____, by and between Douglas County Community Foundation (“DCCF”) and ____________________________________________ (hereinafter the “Nonprofit”) with a physical location of ____________________________________________ (Street, City, State, Zip). Member Nonprofits are collectively referred to hereinafter as the “Parties.”

PURPOSE: Douglas County Gives is a program of the Douglas County Community Foundation dedicated to promoting, growing, and finding synergies among local charitable giving through increased awareness of all nonprofits located within Douglas County. Douglas County Gives is a coalition of eligible Douglas County nonprofits (eligibility is defined below). Each member nonprofit is passionate about its individual cause(s) while recognizing the strength of an empowered and collaborative nonprofit community.

THE PARTIES HEREBY agree to establish collaboration according to the terms and conditions listed below.

A. Douglas County Gives and the Nonprofit herein desire to establish a cooperative relationship and to document the Nonprofit's membership/collaboration as a participant in the Douglas County Gives.

B. Douglas County Gives encourages all eligible nonprofits within Douglas County to qualify to participate in current and subsequent Colorado Gives Day programs as well as other meetings, events and activities offered by Douglas County Gives and the Douglas County Community Foundation.

MEMBERSHIP:

FULL MEMBER - Eligibility:

- Nonprofit shares in the Douglas County Gives purpose, terms and conditions as stated above;
- Nonprofit maintains a physical, functioning office or conducts business activities at a facility located within the jurisdictional boundary of Douglas County; if nonprofit’s headquarters is outside of Douglas County, nonprofit agrees to create a fundraising page, tagging the Douglas County Regional Champion, on the Colorado Gives website.
- Nonprofit is a qualified participant of the Colorado Gives Day program (for the year for which this MOU is signed) conducted by the Community First Foundation;
- Nonprofit agrees to participate in meetings, events and activities, as appropriate and available, offered by Douglas County Gives and Douglas County Community Foundation and
- Nonprofit membership dues, as described below, are current.

AFFILIATE MEMBER - Eligibility:

- Nonprofit is interested in becoming a part of Douglas County Gives and shares in the Douglas County Gives mission as stated above;
- Nonprofit is NOT a qualified participant of the Colorado Gives Day program (for the year for which this MOU is signed) conducted by the Community First Foundation/OR does not have a physical, functioning office or conduct business activities at a facility located within the jurisdictional boundary of Douglas County;
- Nonprofit agrees to participate in meetings, events and activities as appropriate and available, offered by Douglas County Gives and Douglas County Community Foundation and
- Nonprofit is current on membership dues as described below.
SCOPE OF THE COLLABORATION:

The general purpose of this MOU is to facilitate cooperation among the Parties based upon the principles of mutual benefit and may include enhancing and promoting charitable giving, community awareness, education and outreach. This MOU is not intended to directly or indirectly constitute, create, or give effect to or to otherwise imply a joint venture, corporation, partnership, contract, or any form of formal business entity, other than the collaborative relationship set forth herein. Each entity signing this MOU is acting as an independent contractor. Neither Party to this MOU is intended to have, or is granted by the other Party, any authority or control over the other Party nor shall either Party have the power to bind the other Party. Nothing contained in this MOU is intended to be construed as providing for the sharing of profits or losses arising from the efforts of either of the Parties, and each Party will be responsible for bearing the costs incurred by it in performing any activity contemplated hereunder.

This MOU is not intended to limit or restrict activities of any sector, business unit, division, subsidiary, or affiliate of the Parties. Other organizations may be invited to participate with Douglas County Gives in pursuing the objectives and scope described in this MOU. Nothing contained in this MOU is intended to preclude either Party from quoting and offering for sale, or from selling to others, any item or service that it may otherwise offered for sale now and in the future.

1. ROLES AND RESPONSIBILITIES: The roles and responsibilities of each party are as follows:

   a. Douglas County Gives will provide outreach tools including website, social media platforms.
      
      i. Collaborative efforts may include marketing, promotion, outreach and marketing programs.
      
      ii. Full Members will be eligible to be included in marketing and outreach efforts, training, plans, strategies, etc., including those related to Colorado Gives Day.
      
      iii. Affiliate members will be eligible to be included in marketing and outreach efforts, plans, strategies, etc. EXCEPT those related to Colorado Gives Day. Associate member’s presence in marketing and outreach materials will be at a level determined to be appropriate for their membership level.
      
      iv. Douglas County Gives will serve as a clearinghouse for nonprofit events, activities, promotions, news, outreach, and other items of interest for sharing by Douglas County Gives to the membership and broader community.

   b. The Nonprofit will collaborate by:
      
      i. Attending meetings, participating, supporting, executing, and assisting in planning collaborative efforts;
      
      ii. Participating, as appropriate and available, in meetings, events, activities, fundraising and training opportunities offered by Douglas County Gives and the Douglas County Community Foundation;
      
      iii. Providing information on events, activities, promotions, news and other items of interest for distribution and sharing by Douglas County Gives to the membership and broader community;
      
      iv. Nonprofit will not use the Douglas County Gives membership list for their own organizational use and may not send out mass general emails to the membership; Douglas County Gives will serve as a clearinghouse for nonprofit events, activities, promotions, news, outreach, and other...
items of interest for sharing by Douglas County Gives to the membership and broader community;

v. Providing a confidential report of Colorado Gives Day earnings to be included in a collective total (individual nonprofit collection data will not be used by the organization without prior approval) for analysis, evaluation and follow up press, outreach, social media uses. Individual nonprofit data will not be disclosed.

vi. Maintaining a valid, paid membership for the year in which this MOU is signed. If the annual membership fee has not been paid for a given year, nonprofit will not be eligible for renewal or continuing member benefits until dues are paid in full.

2. SOCIAL MEDIA: Douglas County Gives may create or designate appropriate social media sites (e.g. Facebook, Twitter, etc.). The purpose of such sites is to further the scope of this MOU by promoting and increasing awareness of and giving to Douglas County nonprofits and charities. Douglas County Gives members may become administrators of the sites to assist in keeping sites current, increasing public awareness and staying in step with current trends and forms of communication. This privilege will be revoked if in the view of the coalition postings negatively impact one or more coalition members.

3. MEMBERSHIP DUES: Member Dues are $100 annually. Affiliate Member Dues are $50 annually. Dues are payable to: Douglas County Community Foundation, P O Box 84, Castle Rock, CO 80104: Memo: Douglas County Gives Membership. Members may join at any time during the year, at the regular due structure, and attend meetings and events.

4. TERM: The term of this MOU is from the effective date, listed above, and shall continue until August 31, 2020. This term coincides with Colorado Gives Day nonprofit certifications.

5. NONDISCLOSURE/PROPRIETARY INFORMATION: The Parties shall not be obligated to disclose information deemed proprietary, confidential, and/or a trade secret, outside of reporting revenue generated from participation in Douglas County Gives. If any proprietary information is received by any member/collaborator through participation in Douglas County Gives, the party receiving the proprietary information shall keep confidential and not disclose the information.

6. LIMITATION OF LIABILITY: No rights or limitation of rights will arise from the terms of this MOU. In the event that a Party is damaged through the actions or inaction of the other Party, the injured Party may pursue any and all rights available to it by law.

7. ENTIRE UNDERSTANDING: This MOU constitutes the entire understanding of the Parties pertaining to matters contemplated hereunder at this time.
The terms and conditions are hereby agreed to by:

FOR THE FOUNDATION:

DOUGLAS COUNTY COMMUNITY FOUNDATION for Douglas County Gives
PO Box 84, Castle Rock, CO 80104
dcgives@dccf.org

Signed By: ________________________________ Date: ______8/1/19_____________
Printed Name: Donna Scott    Its (Title): Board Chair

FOR THE NONPROFIT:

Name of Nonprofit (please print) ___________________________________________________________
Email Address (please print) _________________________________________________________________
Douglas County Address _________________________________________________________________
City ____________________________________________________ Zip Code ________________________
Signed By: ________________________________ Phone: _________________________________
Printed Name: ____________________________ Its (Title): ________________________________________
Name of DC Gives Meeting Liaison: _______________________ Email: _______________________________
(if different)

Office Only: Payment Received (date): ______   Check #: ______   Amount: ______