

DECLARATION OF AFFILIATION

■ QUALIFIED DONEE AND NON- QUALIFIED DONEE



The Battle River Community Foundation (the “Community Foundation”) provides grants directly to registered charities, or Qualified Donees, under the Income Tax Act (i.e. organizations in with a registered charitable number from the Canada Revenue Agency, or municipalities). In exceptional cases, a grant may be made to a Qualified Donee acting as a partner for an organization that is not a registered charity, a Non-Qualified Donee, but wishes to carry out a charitable activity.

These are the requirements for such an application to be considered by the Community Foundation:

- The applicant (the “Non-Qualified Donee”) must have a direct affiliation (i.e. a shared charitable purpose, membership in an umbrella organization, partner in the program, etc.) with the partnering organization (the “Qualified Donee”).
- The following “General Information Regarding the Qualified Donee” and “Agreement” must be completed AND uploaded to the application submitted by the Non-Qualified Donee to the Community Foundation.

GENERAL INFORMATION REGARDING THE QUALIFIED DONEE

Name of Qualified Donee partnering organization :

Contact Person :

E-Mail :

Address (including postal code) :

Telephone No. :

Registered Charity Number :

RR0001

The Qualified Donee’s organizational mandate (mission/vision) :

Nature of affiliation or relationship with the Non-Qualified Donee undertaking the project:

This AGREEMENT is made effective this _____ day of _____, 20_____

BETWEEN _____ (the "Qualified Donee")

AND _____ (the "Non-Qualified Donee")

WHEREAS:

The Qualified Donee wishes to carry out the project described in the grant application by the Non-Qualified Donee to the Battle River Community Foundation; and
The project is at law a charitable or other activity qualified to receive charitably donated funds from a Community Foundation under the Income Tax Act (Canada).

THEREFORE, THE QUALIFIED DONEE AND THE NON-QUALIFIED AGREE AS FOLLOWS:

- 1.The Non-Qualified Donee will act as agent for the Qualified Donee for the purpose of establishing, maintaining and completing the project.
- 2.The project will be completed as stated in the grant application.
- 3.Subject to sufficient funding to proceed with the project, the Qualified Donee will provide the total sum received on behalf of the project to the Non-Qualified Donee for the purpose of carrying out of the project.
- 4.The Non-Qualified Donee will keep the funds that it receives from the Qualified Donee separate from the Non-Qualified Donee's own assets and will use such funds solely for the purpose of the project.
- 5.If the Non-Qualified Donee fails to comply with any of the terms of this agreement, or if the Qualified Donee is dissatisfied with the progress of the project, or if the Non-Qualified Donee fails to comply with any of the terms of the agreement with the Community Foundation, then the Non-Qualified Donee will return all funds to the Qualified Donee for reimbursement of the Community Foundation.
- 6.The Non-Qualified Donee will report as required by the agreement with the Community Foundation to the Qualified Donee and the Community Foundation and will permit the Qualified Donee to inspect the project at such times as the Qualified Donee deems appropriate.
- 7.The Non-Qualified Donee will not assign the rights or obligations under the Agreement without prior written consent of the Qualified Donee.
- 8.The Non-Qualified Donee will not change any part of the project without the prior written consent of the Foundation.
- 9.This Agreement will be governed by the laws of Alberta.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date first above written.

The "Qualified Donee"

The "Non-Qualified Donee"

Per: _____
Authorized Signatory (Chair/President)

Per: _____
Authorized Signatory (Chair/President)

Per: _____
Authorized Signatory (Senior Staff or Volunteer)

Per: _____
Authorized Signatory (Senior Staff or Volunteer)
