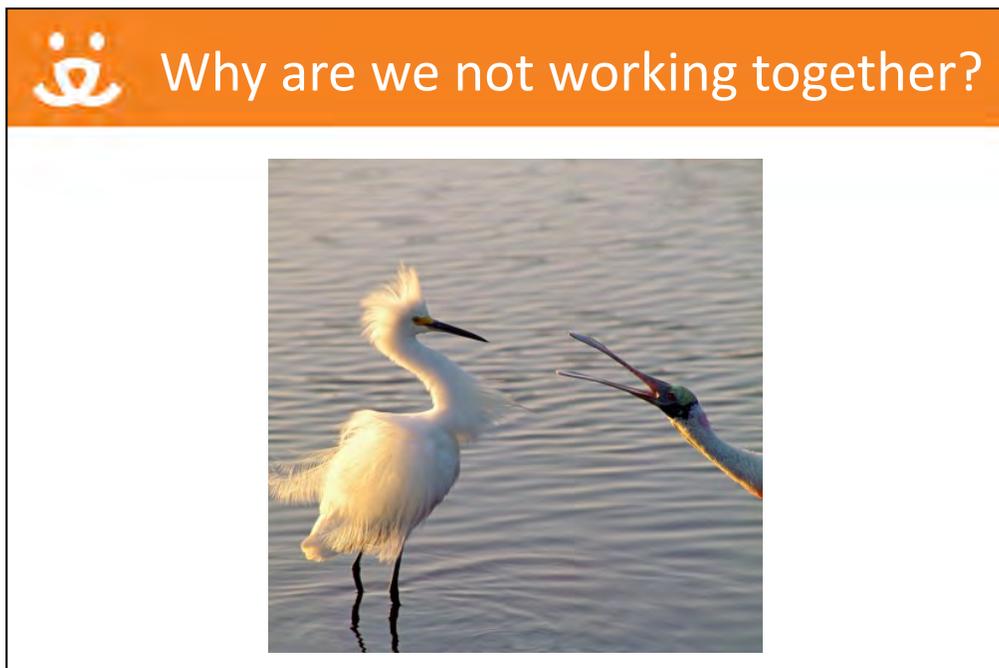


Working Together: Partnering for Success
– Judah Battista, Teresa Bodem





Why are we not working together?

Reasons:

- Policy concerns?
- Supporter confusion?
- Too much trouble?
- “They” get too much credit for my work?
- I like to do things my way?
- How will I know I am getting a fair deal?
- I would, but not if “they” are in charge



Partnerships that work

- Feeding America and local food banks
- Children’s Miracle Network and hospitals
- Gavi Alliance and World Bank, WHO, Bill and Melinda Gates Foundation, and UNICEF
- The UN and Ikea for refugee housing
- Starbucks and Barnes & Noble
- Best Friends and our Network partners





What's in it for you?

- Adopt and save more
- Saving and raising money
- You are “bigger” to your supporters
- Increase community awareness
- Leverage strengths



What's in it for them?

- Adopt and save more
- Saving and raising money
- You are “bigger” to your supporters
- Increase community awareness
- Leverage strengths





What's in it for a company?

What's in it for companies:

- Competitive advantage: perception
- Community, employee, investor, vendor goodwill
- Employee engagement
- Humane capital: investments and education for employees
- Reach a bigger targeted audience
- Clearinghouse for products



What's in it for a foundation?

Foundations Work Together to Amplify Their Grant Making

By Nicole Wallace

FOUNDATIONS WITH BIG GOALS but small staffs often struggle to find the nonprofits that are doing the best work.

But 12 philanthropies that fight poverty in developing countries think they might have found an answer. The grant makers have banded together in an alliance called Big Bang Philanthropy that goes far beyond most other grant-making coalitions. Members share tips about promising nonprofits and social-purpose businesses, work together on projects, and drive more money and attention to high-performing organizations.

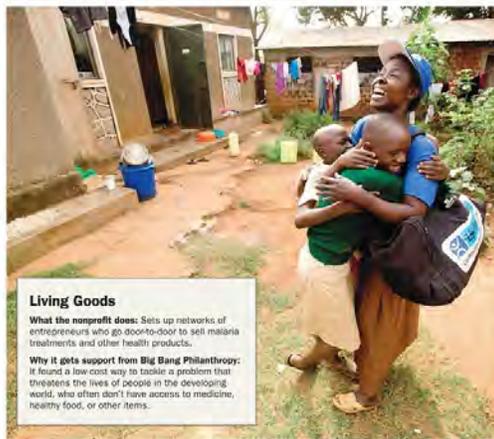
And in the process, Big Bang is creating an approach grant makers could use to work together to solve other problems. But as the effort builds, members are wrestling with the question of just how big it can grow without losing the personal connections and trust that brought the group together in the first place.

"There's a lot of ego in this group, but it's a different kind of ego," says Amy Herkowitz, executive vice president for programs at the Pershing Square Foundation. "It's ambition to drive the programs to be the best they can and do the best job at it."

Seeking Impact

The foundations that make up Big Bang Philanthropy talk often, work together closely, and meet face-to-

Continued on Page 12



Living Goods

What the nonprofit does: Sets up networks of entrepreneurs who go door-to-door to sell malaria treatments and other health products.

Why it gets support from Big Bang Philanthropy: It found a low-cost way to tackle a problem that threatens the lives of people in the developing world, who often don't have access to medicine, healthy food, or other items.



Defining our working relationship

- The essentials of a MOU
 - Typically not a legally binding agreement
 - Purpose, term, structure, decision making, responsibilities
- The essentials of a contract
 - Legally binding agreement
 - Purpose, term, structure, decision making, responsibilities



Defining our relationship

- Why or the purpose of the partnership
- Being clear here helps everyone
- If it is not stated, it's not part of the deal!







Defining our working relationship

- Where (while this may seem event-specific, it isn't)
 - Include where to park
 - Where to unload or set up, etc.
 - Where will my company be recognized
- When
 - Include date, setup times, tear-down or delivery times, etc.



Defining our working relationship

- How will decisions be made?
- How will conflicts be resolved?
- How will each party be represented?
- How will everyone communicate about the partnership?
- How can the partnership be extended or ended?





Other opportunities

- In-kind donations
- Partnering for scale and value to companies
- Shared staff
- Employee expertise



Other resources

- Good360
- Jigsaw
- Chronicle of Philanthropy
- Foundation Search
- Wealth Engine
- IEG
- MOU:
<http://www.coloradononprofits.org/help-desk-resources/colorado-collaboration-award/>
- Contract (sample provided at end of this PowerPoint)

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NOTE: THE FOLLOWING DOCUMENT IS JUST ONE EXAMPLE OF A “CAUSE MARKETING” LICENSING AGREEMENT BETWEEN A NONPROFIT CORPORATION AND A FOR-PROFIT COMPANY. THIS SAMPLE AGREEMENT IS JUST A STARTING POINT. BY PROVIDING THIS SAMPLE AGREEMENT, BEST FRIENDS ANIMAL SOCIETY DOES NOT INTEND TO PROVIDE LEGAL ADVICE. WE ALWAYS RECOMMEND THAT YOU CONSULT WITH A QUALIFIED ATTORNEY, KNOWLEDGEABLE ABOUT CHARITABLE FUND-RAISING, NONPROFIT TAX LAW, QUALIFIED SPONSORSHIPS, AND UNRELATED BUSINESS TAXABLE INCOME (UBTI).

LICENSING AGREEMENT

THIS LICENSING AGREEMENT (“Agreement”) is made and entered into on the dates set forth on the signature page below by and between [NONPROFIT NAME], a tax-exempt [STATE] nonprofit corporation (“[ABBREVIATED NAME]”), and [COMPANY NAME], a for-profit [STATE] corporation (“[ABBREVIATED NAME]”) (collectively the “Parties”).

WHEREAS, [NONPROFIT] and [COMPANY] are mutually desirous of entering into a licensing agreement under the terms and conditions set forth herein.

TERMS

For and in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by each of the parties, it is mutually agreed as follows:

1. STATEMENT OF PURPOSE. The Parties enter into this Agreement whereby NONPROFIT shall grant to COMPANY in exchange for the license fees discussed in Section 7 below, certain rights to the use of the name, trademark and logo of NONPROFIT as set forth in Exhibit A, (the “Intellectual Property”) in accordance with the terms and conditions hereinafter set forth.

2. AUTHORITY FOR THE USE OF THE NAME, TRADEMARK AND LOGO OF NONPROFIT. In accordance with the terms hereof, [NONPROFIT] does hereby grant to [COMPANY] a non-exclusive license to use the Intellectual Property of [NONPROFIT] as provided herein. This grant of authority shall extend throughout the period of this Agreement, and shall be subject to the terms and conditions, as well as the limitations, as hereinafter set out.

[NONPROFIT] shall have no obligation to perform services, and all monies paid and other benefits provided shall be in consideration of the grant of license in the form of a license fee payment. [NONPROFIT] agrees to be reasonably available to acknowledge and support the program. [NONPROFIT] agrees to acknowledge [COMPANY] as a “corporate sponsor” in selected literature and on its website.

3. APPROVAL OF MEDIA. [NONPROFIT] shall have the right to approve in

advance, each and every use of its Intellectual Property, including without limitation, on any script or promotional and related materials regardless of format or medium. Said approval shall not be unreasonably withheld. [COMPANY] will obtain approval of Logo use and supporting marketing materials prior to commencement of use.

4. **TERM.** The term of this Agreement shall be from [DATE] through [DATE], subject to certain rights of termination as forth herein. This Agreement shall be renewed annually upon mutual written consent of the parties.

5. **GEOGRAPHICAL AREA.** The rights granted herein shall be [INSERT SCOPE OF RIGHTS].

6. **GRANT OF LICENSE.** [NONPROFIT] does hereby grant to [COMPANY] a limited non-exclusive license to use its Intellectual Property with respect to the following **(describe product/promotion)**, provided all said products are consistent with family values and the goodwill associated with [NONPROFIT]'s name. [COMPANY] agrees not to use the Intellectual Property without the express written consent of [NONPROFIT] as set forth in Section 3 hereinabove.

7. **CONSIDERATION.** In consideration of [NONPROFIT] granting to [COMPANY] the use of its intellectual property, [COMPANY] agrees to pay a royalty fee as hereinafter set forth. [COMPANY] shall pay a royalty of _____. (Note: This is usually a percentage of each sale; may want to insert a minimum guaranteed amount.)

[COMPANY] shall generate for [NONPROFIT] periodic reports describing sales activities. Payment of the licensing fee shall be made no less often than quarterly, with final payment to be made within 90 days after the expiration of the "wind-down" period.

8. **RECORDS.** [COMPANY] agrees to maintain records sufficient as to allow [NONPROFIT], or its designated representative, to conduct a reasonable and accurate review to ensure that the royalty payments contemplated herein are being accurately recorded and paid. In order to ensure compliance, [COMPANY] hereby grants to [NONPROFIT], or its designated representative, upon reasonable notice, access to the books and records of [COMPANY]. Said access shall be limited to those records reasonably necessary to verify accuracy. Should any such audit result in a discrepancy of ten percent (10%) or more, [COMPANY] shall be responsible for the cost of the audit and be required to pay the deficient amount within thirty (30) days of determination.

9. **RESPONSIBILITY OF THE PARTIES.**

A. [COMPANY].

(1) [COMPANY] will provide to [NONPROFIT] prior to use, all written copy, advertising copy, scripts and other promotional materials involving the use of the name, trademarks or logos of [NONPROFIT], or pertaining to the promotional activities contemplated herein. No such materials will be used without prior submission and the right of prior approval

as set forth in Section 3 hereof.

(2) In performing its obligations under this Agreement, Company shall comply with all applicable Federal, state, and local laws and regulations including, but not limited to, those regulating cause marketing. To the extent this Agreement provides for a percentage of the proceeds from the sale of a product to benefit [NONPROFIT], [COMPANY] shall provide accurate disclosures and information to the public regarding same.

(3) All license fees, if any, shall be paid to [NONPROFIT] by [COMPANY] on a quarterly basis.

(4) All activities conducted in conjunction herewith shall be consistent with the accumulated goodwill associated with [NONPROFIT]'s name.

B. [NONPROFIT].

(1) [NONPROFIT] shall provide in writing or otherwise, any affirmations as may be required acknowledging its consent and participation in this royalty arrangement.

(2) [NONPROFIT] will provide a representative at no additional charge who will act as the spokesperson for the [NONPROFIT] as may be reasonably required to discuss the purposes and programs of [NONPROFIT] to representatives of the media or regulatory community, or as otherwise agreed to on a per-project basis.

10. CHARITABLE STATUS. [NONPROFIT] acknowledges and represents it is a charitable organization and is recognized as such by the Internal Revenue Service and has full authority to enter into this Agreement.

11. LIMITATION OF RIGHTS. [COMPANY] shall use [NONPROFIT]'s Intellectual Property only in conjunction with the rights granted herein, and for no other purpose.

12. PARTIES ARE NOT AGENTS. Nothing in this Agreement shall be construed to make the parties agents of each other, partners or joint venturers, or to permit either party to incur any expense, or bind the other to any obligation not specifically set forth herein. It is the intention of [NONPROFIT] and [COMPANY] to create a licensing agreement. The role of [NONPROFIT] shall be passive by nature, and [NONPROFIT] shall not be required to perform any affirmative services in consideration of the fees to be paid herein.

13. NON-EXCLUSIVITY. This Agreement shall not be construed to limit [NONPROFIT] from entering into any non-identical promotions with other entities throughout the term hereof.

14. ASSIGNMENT. [NONPROFIT] and [COMPANY] each acknowledge this Agreement is personal and no assignment shall be made without the prior written consent of the other.

15. INDEMNIFICATION. The Parties each agree to indemnify the other as follows:

A. Each party agrees to indemnify, protect, defend and hold harmless the other and

its parent, subsidiaries, and affiliated corporations, and their respective directors, officers, employees and agents, (the “Indemnitee(s)”) from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys’ fees, court costs and other legal expenses incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, incurred by reason of any claim, suit or action arising from or connected with (i) any alleged or actual breach by the Indemnitor of any provision hereof or the material inaccuracy of any warranty or representation made by the Indemnitor herein, (ii) anything that arises from the use or consumption of the Indemnitor’s products or services, (iii) any infringement of copyright or trademark, resulting from the use and/or display of Indemnitor’s trademarks, logos and/or service marks as contemplated hereby, or (iv) the Indemnitor’s negligence or intentional misconduct.

B. Each party shall have the right, but not the obligation, to participate at its expense in the defense of any suit instituted against the other with respect to the subject matter of this Agreement. Each party shall give the other party prompt written notice of any claims falling within the scope of the foregoing indemnification agreements which claims are not withdrawn within fifteen (15) days after the party is informed of the claim, and shall not take any action with respect thereto or enter into any settlement thereof without the prior written consent of the other, which consent will not be unreasonably withheld. Each party shall cooperate in good faith with the other party in the defense of any such claim, and each party shall keep the other party fully informed with respect to the progress of any suits in which the other party is not participating. Settlement by the Indemnitee without the Indemnitor’s written consent shall release the Indemnitor from the indemnity as to the claim, demand or action so settled. The expiration or termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder.

C. The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement.

16. INSURANCE. [COMPANY] shall provide [NONPROFIT], within thirty (30) days of the execution of this Agreement, with a certificate from a qualified and licensed insurer certifying that the Insured Party ([COMPANY]) has a comprehensive liability insurance policy in force with at least \$1,000,000 single limit liability. [NONPROFIT] shall be an additionally named insured. The policy shall provide that [NONPROFIT] will be notified of the cancellation at least thirty (30) days prior to the effective date of such cancellation or amendment. Failure to provide such certificate in the manner and time required or to maintain the insurance coverage specified herein shall be deemed a material breach of this Agreement. The proof of insurance shall be a condition precedent to the terms and conditions of this Agreement.

17. EXPENSES. Except as otherwise specifically provided in this Agreement, each party shall be responsible for any expenses incurred by such party in connection with its performance of this Agreement.

18. WARRANTIES.

- (a) [COMPANY] will hold [NONPROFIT] harmless and indemnify [NONPROFIT] from any all claims arising out of [COMPANY]'s business activities.
- (b) Each party represents that it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms.
- (c) This Agreement, when executed and delivered by it, will be its legal, valid and binding obligation enforceable against it in accordance with the Agreement's terms.
- (d) The execution and delivery of this Agreement has been duly authorized, and such execution and delivery and the performance of its obligations hereunder, do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound nor will such performance infringe the rights of any third party.
- (e) [COMPANY] represents to [NONPROFIT] that it has obtained all releases, consents, approvals, licenses, permits, and other authorizations required to use photographs, writings, artwork, product components or any other property or rights belonging to third parties used in the performance of its obligations. The materials will be free and clear of any restrictions or claims by a third party.
- (f) [COMPANY] warrants and represents the activity contemplated will be consistent with the goodwill associated with the Intellectual Property of [NONPROFIT].

19. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement should be invalid under applicable law, such provision or portion of such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. NO WAIVER. No failure to take action on account of any default or breach by the non-defaulting party of this Agreement, whether in single instance or repeatedly, shall constitute a waiver of the default or of the performance required. Furthermore, any express waiver shall be in writing and shall not be construed as a waiver of any other or future provision, performance or default.

21. TERMINATION. If either party defaults or breaches any of its obligations under the terms of this Agreement, the non-defaulting/non-breaching party shall have the right to terminate the license herein granted upon ten (10) business days notice in writing to the defaulting party, and such notice of termination shall become effective unless the defaulting party shall completely cure the default or breach within such five (5) business days, and satisfy the non-defaulting party that such breach or default has been cured. Each party shall give good faith consideration to extending such cure period if necessary, giving due regard to the circumstances of the breach or default, the good faith of the defaulting party and the factors involved in completing the cure.

22. EFFECT OF [COMPANY]'S FAILURE TO CEASE ACTIVITY. [COMPANY] acknowledges that its failure to cease all use of the licensed marks at the

termination or expiration of this Agreement, or any “wind down” period granted herein, will result in immediate and irreparable damage to [NONPROFIT]. [COMPANY] shall have thirty (30) days after termination to sell or dispose of all items bearing the name or logo of [NONPROFIT]. Payments for the use of same shall continue throughout the “wind down” period. [COMPANY] acknowledges and admits there is no adequate remedy at law in the event of such a failure, [NONPROFIT] shall be entitled to equitable relief by way of injunctive relief and such other relief as any court with jurisdiction may deem just and proper. Such relief will not extend to those products already delivered to the marketplace prior to the expiration or termination of this Agreement.

23. CHOICE OF LAW/VENUE. The parties stipulate and agree that this Agreement is made and entered into in the State of [INSERT STATE] and the laws of the State of [INSERT STATE] shall prevail. Any dispute arising out of this Agreement will be litigated in the State of [INSERT STATE] in a court of competent jurisdiction in [COUNTY, STATE] unless otherwise mutually agreed in writing.

24. NOTICES. All notices shall be in written form and deemed duly given upon receipt if sent by certified mail, return receipt requested, postage prepaid, personally delivered, electronically overnight courier, or by facsimile transmission as follows:

TO [NONPROFIT]: [INSERT NAME, ADDRESS]

TO [COMPANY]: [INSERT NAME, ADDRESS]

or at such other address as the intended recipient subsequently shall designate in writing to the other party. Notice by certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. All notices and other communication required or contemplated by this Agreement delivered in person or sent by facsimile shall be deemed to have been delivered and received by the addressee on the date of personal delivery or on the date sent, respectively.

25. ENTIRE AGREEMENT. This Agreement represents the entire agreement by and between the Parties, and all previous written and oral understandings are deemed merged herein. This Agreement shall not be altered, amended or modified except in a writing signed by each of the Parties.

26. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective party's successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the

day and year written below, the latest of which shall be deemed the effective date of this Agreement.

[NONPROFIT NAME]

[COMPANY NAME]

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____