Partner Charity Agreement

Between
Organization Charity: Ve'ahavta
Address: 4100 Chesswood Drive, Unit 1, North York, ON, Canada, M3J 2B9
Phone: 416-964-7698
Email: info@veahavta.org
CRA #: 888042439RR0001

And
Partner Charity Name:
Address:
Phone:
Email:
CRA #:

Dated:

WHEREAS:

A. **The Organizing Charity (Ve'ahavta):** Ve'ahavta, a registered charity under the Income Tax Act (Canada), is a Jewish humanitarian organization dedicated to promoting positive change in the lives of people of all faiths and backgrounds who have been marginalized by poverty and hardship. Ve'ahavta mobilizes volunteers in meaningful, hands-on experiences to fulfill our collective responsibility to care for our neighbour.

B. **The Partner Charity (PC):** A registered charity under the Income Tax Act (Canada) and has applied to Ve'ahavta to host a location of The Ve'ahavta Project on November 6, 2022. Ve'ahavta accepts the application on the terms and conditions set out in this Agreement.

C. **The Ve'ahavta Project (the "Event")** is Ve'ahavta's largest and most important volunteer event of the year. Over the last three years, this event has engaged more than 1,300 volunteers across Toronto. Partner Charities host "satellite" events at their respective locations, where attendees participate in meaningful, hands-on volunteer projects designed by Ve'ahavta, the outputs of which are then delivered to Ve'ahavta clients.

D. The Event provides the impetus for a peer-to-peer fundraising opportunity, where participants raise funds ahead of the Event. Funds are then divided between the PC and Ve'ahavta.

In consideration of the promises and undertaking given herein, the parties agree as follows:

1. The PC agrees to participate in the Event by promoting The Ve'ahavta Project to its community members to fundraise and volunteer during the Event.

2. The PC will operate the Event under the direction and supervision of Ve'ahavta subject to the terms and conditions of this Agreement, including the following:

1) **Follow our direction:** The PC will comply with all written and verbal instructions given by Ve'ahavta in the operation and management of the Event. This is to ensure a positive experience and safety for those participating in the Event.
2) **Review and follow our PC overview:** which outlines the specific terms and details of the partnership.
3) **Obey the law:** Ensure the Event and the operation of the Event complies with all applicable laws, including without limitation federal, provincial, and municipal legislation and regulations, and specifically any food handling bylaws and any local guidelines regarding health threats including, but not limited to COVID-19 or similar infectious diseases.
4) **Other agreements:** The PC will not enter into any agreements or obligations on behalf of Ve'ahavta, except as expressly agreed to in writing by an officer of Ve'ahavta, including applying for grants pertaining to the Event.

3. Promotion, Branding, and Proprietary Rights

The PC will broadcast and promote the Event widely through its network and communities in support
of the cause, recruiting team captains, individual participants, and donors. All such efforts and activities are subject to the terms and conditions of this Agreement, including the following:

1) **PC's rights of use:** Ve'ahavta permits the PC the use of a non-exclusive, non-transferable, revocable license to use the trademarks, trade names, and branding materials identified as the "The Ve'ahavta Project" for the duration of this Agreement for the purpose of promotion of the Event only, subject to the terms of this Agreement. All such materials must comply with Ve'ahavta's branding and promotional guidelines. At all times Ve'ahavta retains the right to review, cancel, or modify how its trademarks, trade names, and branding materials are used at its sole discretion.
2) **The Ve'ahavta brand:** The PC acknowledges and agrees that the trademarks, trade names, text, layout, images, audio clips, sounds, pictures, videos, animation, designs, and all other materials and intellectual property connected to the "The Ve'ahavta Project" together with the systems, methods, data, and information used to implement the Event (collectively the "TVP Materials"), are the exclusive property and proprietary information of Ve'ahavta (except for PC and sponsor materials). The PC will not distribute, reproduce, or use any of the TVP Materials, now or in the future, without the written consent of Ve'ahavta. For any third-party brand materials used by Ve'ahavta to promote the Event (e.g., a sponsor's trade name), the PC agrees to abide by the same conditions set upon Ve'ahavta by the third party.

3) **PC's Brand:** Ve'ahavta is authorized to use the PC's trade names, trademarks, layout, images, and other marketing materials for the duration of the Agreement for the express purpose of promoting the Event. Ve'ahavta acknowledges and agrees that the PC's trademarks, trade names, layout, images, and all other marketing materials will not be used outside of this Agreement unless otherwise agreed to in writing.
4) **Marketing materials:** The PC will only use approved and current logos and marketing materials of The Ve'ahavta Project as provided by Ve'ahavta. Any additional marketing, operational, or promotional materials created by the PC must be reviewed and approved by Ve'ahavta prior to use or public distribution.
5) **Sponsors:** All sponsors of the Event provided by the PC must conform to the Event's purposes and objectives, and reflect well on the Event, Ve'ahavta, our charity and corporate partners, and our donors. Ve'ahavta reserves the right to approve and/or cancel any sponsor.
6) **Prioritize the Event**: The PC agrees to diligently promote The Ve'ahavta Project and dedicate itself to prioritizing organizational, promotional, and recruitment efforts in the 90 days leading up to event day and for 30 days following event day. In addition, the PC agrees to not combine the Event fundraising efforts with other fundraising initiatives organized by the PC during the same period, so that The Ve'ahavta Project is preserved as a unique and fully distinct event. Any membership/enrollment drives or recruitment for the High Holidays are exempt from this condition.
7) **PC further agrees:** (1) keep intact all proprietary notices contained in the Event materials; (2) not use the Event materials in a manner that suggests an association with any Charity's or Sponsor's products, services, or brands (except with the express permission of Ve'ahavta); (3) make no modifications to the Event materials (except with the express permission of Ve'ahavta).

4. Donations and Sponsorships

All donations and sponsorship payments are the property of Ve'ahavta and are subject to the terms and
conditions of this Agreement, including the following:

1) **Deadline to Submit Donations:** All online or cash/cheque donations must be submitted by then to ensure you receive your funds from us before February 28. 2023. The payout is calculated on the total verified revenue, meaning all pledges must be fulfilled by December 31, 2022.
2) **The funds raised:** Donation and sponsorship payments made by cheque or cash, as well as all donations and sponsorship payments made online, must be through Ve'ahavta. For payments by cheque, please note the following:
   - **Payable to:** "The Ve'ahavta Project" or "Ve'ahavta"
   - **Delivered to:** 4100 Chesswood Drive, Unit 1, North York, ON, Canada, M3J 2B9
3) **Incorrect payments:** If a donor or sponsor issues payment incorrectly (i.e., to the PC or other), the PC agrees to notify Ve'ahavta of all such payments and work with the donor or sponsor to have the payment re-issued correctly to Ve'ahavta.
4) **Tax Receipts:** Donors and Sponsors will be eligible to receive a charitable tax receipt from Ve'ahavta on donations over $5. Ve'ahavta does not offer tax receipts for gifts-in-kind.

5) **In-kind Contributions:** Any in-kind contributions provided by Ve'ahavta shall be utilized only for the purposes of the Event; Ve'ahavta will not issue tax receipts for in-kind contributions provided by PC-specific donors.; the PC may issue tax receipts for in-kind contributions made in respect of the Event at their discretion.
6) **Invoicing Sponsorship Payments:** Invoices are available from Ve'ahavta for Sponsors who require them. The PC agrees to provide Ve'ahavta with all relevant and up-to-date contact information to issue the invoice and all collected payments will be attributed to the PC for their payout.
7) **Approval and Cancellation:** Ve'ahavta reserves the right to approve and/or cancel any business sponsor, acting reasonably.

5. Payout Conditions and Schedule

1) Ve'ahavta will disburse to the PC subject to the terms and conditions of this Agreement.
2) Payouts will be made to the PC if it is registered as a charity under the Income Tax Act at the time of payment. If the PC ceases to be a registered charity, any obligation of Ve'ahavta to the charity shall immediately come to an end. Ve'ahavta will be entitled to deal with the payout at its sole discretion, though not without due consideration given for both the length and terms of our relationship, and whether there is an expected reinstatement timeline. All payouts of The Ve'ahavta Project should be recorded as an **"amount received from other registered charities" on line 4510 of the PC's T3010** charitable tax return.
3) Ve'ahavta will disburse funds by February 28, 2023. Payment timing may be delayed by factors outside our control including late donations, uncollected pledges, and NSFs. In the Event of a delay, Ve'ahavta will communicate issues and timeline for resolution with the PC.
4) Payouts are based on total donor and sponsorship revenues verified as received by Ve'ahavta and will be paid out as per the schedule in subsection (9) below.
5) The payout percentage is cumulative and paid on dollar one.
6) Processing fees that a donor elects to include in their online donation will be deducted from the revenue calculation.
7) If the PC has not delivered all funds raised for any reason (for example, a donor or sponsor makes funds directly payable to the PC instead of as directed in Section 2 of this Agreement, and the PC has not reimbursed Ve'ahavta), the total amount of the undelivered funds will be deducted from the revenue calculation.
8) Registration Fees: There is no registration fee for PC to participate.
9) Payments to PC shall be calculated as follows:

Total Raised by Charity	**Payout %**
$25,000+	50%
$15,000 - $25,000	40%
$10,000 - $15,000	35%
$5,000 - $10,000	25%
$0 - $5,000	10%

6. **Expenses**

1) **Ve'ahavta Expenses:** Ve'ahavta is responsible for providing overall event leadership, creative content, marketing, promotional materials, video, event swag, and other incentives, website, and content management system, website security, event management portal, money gateway, fundraising hub, fundraising training, marketing tools, a comprehensive event guide, social media tools, promotion via social media accounts, volunteer management system, sponsor management system, participant and team data, event stats, liability insurance, phone, email, and video coaching and training as required, post-event processing, tax receipting, participant and donor support pre- and post-event, and select site visits.
2) **Partner Charity Expenses:** PCs will be responsible for paying for all other expenses necessary to operate the Event in the specified location. This may include (but is not limited to) programming supplies, rental costs, catering, security, custodial services, facility expenses, local commercial advertising, sponsor signage, banners, printing, staff time, etc.

7. **Insurance and Indemnification**

PC is required to provide proof of adequate current general liability insurance certificate or evidence thereof submitted prior to the public launch date of the Event.

The PC agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this contract. The PC shall indemnify, defend, and hold harmless Ve'ahavta and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by Ve'ahavta's negligence in connection with the PC. The PC shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims. The PC shall indemnify, defend, and hold harmless Ve'ahavta.

8. **Duration and Termination/Delay or Cancellation of this Agreement**

This Agreement will come into effect when both parties sign the Agreement and will remain in effect for six months following the Event, May 1, 2023. This Agreement applies only in relation to this single event, 'The Ve'ahavta Project'. Ve'ahavta shall be entitled at its non-arbitrary discretion, to terminate, delay or reschedule the Event for any reason. If this Agreement is terminated by Ve'ahavta it shall not be required to reschedule the Event and may choose to continue the Event with the participation of another PC. Participants of the PC will be offered the opportunity to participate at another PC or location hosted by Ve'ahavta.

Cause for termination: Ve'ahavta will be entitled to terminate this Agreement as follows:

1) Immediately, upon failure of PC to comply with its obligations under this Agreement in any material respect (referred to hereinafter as a "Default" or being in "Default"). A Default will be deemed material if PC fails to rectify a Default upon seven days' notice thereof or PC has been in default of its obligations hereunder on three previous occasions. If this Agreement is terminated by Ve'ahavta pursuant to this paragraph, at Ve'ahavta's discretion, the PC would still qualify to receive the standard payout for donations received prior to termination.
2) Ve'ahavta may terminate this Agreement on reasonable notice in writing to the PC if it determines it is in the best interests of its charitable objects, preservation of the reputation and brand of Ve'ahavta or the Event, in the best interests or safety of participants or prospective participants in the Event, or if it determines that it is not practical or feasible or beneficial to the objects and purposes of the Event to proceed. If this Agreement is terminated by Ve'ahavta pursuant to this paragraph, PC shall retain its entitlements, if any, to the payout as provided herein.
3) The obligations of the PC set out in this Agreement shall survive the termination of this Agreement. In addition, after six months, or upon termination, the PC agrees to terminate all proprietary instruction and data obtained during the Event, and to return and/or delete where applicable all funds received in the Event and supporting paperwork regarding those donations, marketing, or other event materials to Ve'ahavta as required.
4) During the term of this Agreement and for 1 year after any termination or completion of this Agreement, the PC will not directly or indirectly for itself or on behalf of any other charity, person, partnership, corporation, or entity solicit, induce, recruit, encourage or otherwise endeavour to cause or attempt to cause any employee, consultant, major donor, or sponsor or participant in the Event or in Ve'ahavta's programs or events to terminate or reduce their relationship with Ve'ahavta or Ve'ahavta's programs.
5) If a PC is terminated by Ve'ahavta, or if a PC chooses not to continue as a PC for The Ve'ahavta Project in the year following this event, the PC agrees to return to Ve'ahavta all materials provided by Ve'ahavta to the PC for the operation of the Event.
6) **Withdrawal initiated by PC:** The PC may voluntarily withdraw or cancel its application to The Ve'ahavta Project 2022 by notifying Ve'ahavta in writing prior to Friday, October 7, 2022. Notification after this date results in the default described in paragraph 6.1 above.

9. Collection and Use of Information

PC will comply with all laws pertaining to the collection of personal information, and specifically, pertaining to the collection of personal and other information of participants, volunteers, participating charities, donors, and sponsors of the Event. PC will only disclose or use such information as permitted by this Agreement or otherwise authorized by Ve'ahavta and will not preserve or otherwise retain or use such information after the completion of the Event or termination of this Agreement unless expressly authorized by Ve'ahavta. Without limiting any of the foregoing the PC will not sell such information to any other person or entity and will not disclose such information to any other person or entity except as required for the purposes of this Agreement and as permitted by applicable law.

10. Governing Laws

The Agreement will be governed by and interpreted under and according to the laws of the Province of Ontario. IN WITNESS WHEREOF that Ve'ahavta and the Partner Charity have executed this Agreement as of the date and year first above mentioned.

11. Miscellaneous Provisions

This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments, and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the PC and Ve'ahavta. No representative of Ve'ahavta has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. The PC may not assign any benefits arising under or associated in any way with this contract without prior written consent of Ve'ahavta. Additionally, should Ve'ahavta, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including attorneys' fees, and costs, shall be paid by the PC. This contract shall be deemed accepted only after it has been signed by a representative of the PC and thereafter signed by a representative of Ve'ahavta. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. This contract shall be governed by and construed in accordance with the law of Canada and the Province of Ontario. The parties agree that any dispute arising out of or relating to this contract shall be resolved by arbitration before JAMS in Toronto, in accordance with the applicable JAMS rules, using a single arbitrator. The parties further agree that the arbitration award will be enforceable in provincial, or federal court in Canada and/or elsewhere. The prevailing party in any dispute shall recover its attorney's fees and costs, including the costs of the arbitration, incurred therein. This contract shall be deemed accepted only after it has been signed by a representative of the PC and thereafter signed by a representative of Ve'ahavta.

Signatures on the following page

Dated as of the date first written above

VE'AHAVTA

Per: _____
I have the authority to bind the corporation.
Brandon Lablong, Director of Development
brandon.lablong@veahavta.org

Per: _____
Name:
Position:
I have the authority to bind the corporation/Charity.
Email: