

SAMPLE COLLABORATION AGREEMENT
“Really Making a Difference” PROGRAM OF THE
ROBERT & ELEANOR FRANKE CHARITABLE FOUNDATION, INC.
Memorandum of Understanding Between
A,B,C,D, and E
_____, 2018

Purpose—The parties to this Memorandum of Understanding (“MOU”) are “A”, Inc. (hereafter referred to as “A”), “B”, Inc. (hereafter referred to as “B”), “C”, Inc. (hereafter referred to as “C”), “D”, Inc. (hereafter referred to as “D”), and “E”, Inc. (hereafter referred to as “E”). Each party is a Wisconsin nonprofit public benefit corporation, tax-exempt pursuant to Internal Revenue Code Section 501(c)(3). The parties enter into this MOU in furtherance of their charitable purposes.

The parties hereby form the _____ “Early Childhood Literacy Initiative” Group/Team/Alliance/Collaborative (the “Collaborative”). The Collaborative will submit to the Robert & Eleanor Franke Charitable Foundation, Inc. (the “Foundation”) in accordance with the announced project guidelines, a work-product, called the “ECLI Proposal” (called the “Project” in this example), the purpose of which is to design for implementation, workable solutions to food-security concerns in La Crosse County, Wisconsin. The Foundation will select among the various proposals submitted and will select one to receive the Coulee Collaboration Award of \$100,000.00, one to receive the \$50,000 Coulee Collaboration Award and one to receive the \$25,000 Coulee Collaboration Award. During the term of this MOU, “A” will serve as lead Foundation and fiscal agent for the Collaborative. Each party shall approve the Project proposal prior to its submission.

Duration—This MOU shall commence on the date first written above and shall terminate on the completion of the Project, unless earlier terminated as provided herein. The initial term of the Project shall generally follow the announced Project timetable provided by the Foundation, and shall continue until the ECLI Proposal is either approved or disapproved by the Foundation. If the ECLI Proposal submitted by the Collaborative is approved/selected by the Foundation as the winner of the Coulee Collaboration Award, unless otherwise specified in the ECLI Proposal, or agreed to in writing between the parties hereto, this MOU, as amended from time to time, shall become the operative governing document of the organization, group or entity having the responsibility for implementation of the winning proposal. Any party, except “A”, may terminate its continued participation in the Collaborative and this MOU upon 21 days written notice delivered to “A”. “A” shall, if feasible, make appropriate arrangements for the performance of the responsibilities of a terminating party. “A” may terminate its participation in the Collaborative and this MOU upon 30 days written notice to the other parties and the written approval of the Foundation¹.

Project Description—The Project will [*describe how your Proposal will address the issues reflected in the Project Guidelines*].

Goal—The goal of this Project is [*describe the specific goal(s) to be addressed in your Proposal, including how the collaboration between the parties to this MOU will assist in achieving that/those goal(s)*].

Responsibilities—In carrying out the Project, each party shall have the following responsibilities, as more fully described in the Project proposal.

“A” shall:

1. Serve as the fiscal agent and lead Foundation for the award from the Foundation. As such, “A” will submit invoices on behalf of the Collaborative to the Foundation and will distribute funds to the Collaborative parties.
2. Administer the contract from the Foundation.
3. Serve as Project manager. As such, “A” shall monitor the performance of the other parties, and may remove any party from this MOU for failure to perform in accordance with this MOU and the Project proposal. Prior to removal, “A” shall deliver a notice of non-performance to all parties, provide an opportunity for the non-performing party to be heard at a meeting of the Collaborative, and shall provide an opportunity for the non-performing party to cure the deficiencies in its performance. “A” shall make appropriate arrangements for the performance of the responsibilities of a removed party.
4. Perform and supervise management for Project participants.

¹ All parties acknowledge that once the Coulee Collaboration Award has been paid to the Collaborative, failure to perform the Project due to the withdrawal of one or more of its participants, among other reasons, shall constitute a default under the terms of the Award, and the Award and the amount paid to the Collaborative thereunder, shall be forfeit. In such event, all parties shall be jointly and severally liable to the Foundation for the repayment so much of the award as has been spent prior to the default which cannot be immediately returned to the Foundation.

- 5.Ensure and document that Project participants are participating in the required number of hours of work and/or job readiness activities.
- 6.Coordinate documentation submitted by the Collaborative to the Foundation and other entities.
- 7.Coordinate Collaborative meetings.
- 8.Coordinate Project evaluation.
9. *[Add additional responsibilities.....]*.

“B” shall:

“C” shall:

“D” shall:

“E” shall:

All parties shall:

1. Maintain Project participant confidentiality in accordance with Federal, State, City and County laws and regulations.
2. Participate in Project evaluation activities, if any, required under the Project Guidelines.
3. Meet at least _____ [insert frequency of meetings] to share Project information.
4. Maintain a policy of comprehensive general liability insurance of at least _____ [*insert dollar amount*] in coverage, and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of its activities, including its activities on the Project. To the extent possible, the other parties shall be named as additional insureds on all such liability insurance policies.

Financial—“A” will be ultimately responsible for all Project accounting, billing, banking and funder reporting activities. [OPTIONAL]Each party in the Collaborative shall be responsible for invoicing “A” on a monthly basis for [*insert any items for which the Collaborative might be financial liable to the parties, e.g. out-of-pocket costs, the cost of services performed, etc.*]

Evaluation—“A” will be responsible for evaluating overall Project outcomes. Each party in the Collaborative will submit from time to time, upon request or as scheduled, interim and outcome reports to “A”. More specific evaluation procedures will be developed upon notification of award from the Foundation.

Communication—The parties will meet on at least a [insert frequency] basis. Other meetings between two or more parties will occur as required. The “A” Project Coordinator shall ensure regular and ongoing communication between the parties via phone, on-site visits, email notices, and other forms of communication.

Strategic Plan—The Collaborative’s response to the Foundation’s “*Food For All*” Request for Proposal serves as the Collaborative’s strategic plan. More detailed roles and responsibilities that include performance standards and monitoring will be developed upon notification of award from the Foundation.

Mediation—The parties agree to make good-faith efforts to resolve any and all differences arising among them in the interpretation or performance of this MOU. If the parties fail to reach agreement on any matter, then prior to taking action, the parties shall attempt to employ, at no cost, the services of a third person mutually acceptable to the parties to mediate the dispute within five (5) days of appointment. If the parties are unable to agree on such a third person within five (5) days of the request of either party for mediation, or if on completion of such mediation the parties are unable to settle the dispute, then any party may request arbitration or may take such other action as it deems appropriate.

Authority—Each party has full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. This MOU shall not become effective until signed by all parties.

Non-Discrimination—Each party represents that it is an equal opportunity employer and agrees not to discriminate in hiring and employment practices against any person on any ground prohibited by law or regulation for any position for which an employee or applicant for employment is qualified.

Independent Contractor—Each party has or will secure all personnel required in performing its services under this MOU, and shall be responsible for all taxes and other payments, and all reporting requirements, for the personnel that it uses in the performance of its services.

Inspection—Upon reasonable notice, “A” may inspect any books, records, or other materials of any party that pertain directly to this MOU, with the right to make copies of any or all such material.

Amendments—This MOU constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject matter. Amendments of this MOU must be in writing and signed by a duly authorized representative of each party.

Governing Law—This MOU shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Counterparts—This MOU may be executed in any number of counterparts, and each such counterpart shall be deemed an original instrument, but all of them together shall constitute but one MOU.

Severability—If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such enforcement shall frustrate the purpose of this MOU.

Compliance with Laws—In the performance of its services, each party agrees that it will comply with all laws, ordinances, rules, and regulations of any government or administrative Foundation, federal, state or local, that affect performance of its services.

Assignment—No party shall assign, subcontract, or transfer its interest in this MOU or the work thereunder without the prior written consent of the other parties.

_____ Date: _____

Executive Director
“A”

_____ Date: _____

Executive Director
“B”

_____ Date: _____

Executive Director
“C”

_____ Date: _____

Executive Director
“D”

_____ Date: _____

Executive Director
“E”