Partnering Charity Agreement

Project Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT BETWEEN THE PARTNERING CHARITY AND THE APPLICANT**

(A Charity registered with Canada Revenue Agency (CRA) partnering with an organization not registered with CRA)

This agreement is made effective this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.

Between:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the Charity) CRA#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

And:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the Applicant)

Whereas:

1. The Charity wishes to carry out the project described in the attached schedule (the Project)
2. The Project is at law, a charitable activity.

**THEREFORE THE CHARITY AND THE APPLICANT AGREE AS FOLLOWS:**

1. The Applicant shall act as agent for the Charity for the purpose of establishing, managing and completing the Project.
2. The Project shall be completed on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. Subject to sufficient funding through grants to proceed with the Project, the Charity shall provide the total sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to the Applicant for the purpose of carrying out the Project. Such funds shall be advanced to the Applicant in instalments at such intervals and in such amounts as the Charity at its discretion deems necessary for the carrying out of the Project.
4. The Charity may withhold funds or decline to advance further instalments if the Applicant fails to comply with any of the terms of the Agreement or if the Charity is dissatisfied with the progress of the project.
5. The Applicant shall keep the funds that it receives from the Charity separate from the Applicant’s own funds and shall use such funds solely for the Project.
6. The Applicant shall report regularly to the Charity on the progress of the Project and shall permit the Charity to inspect the Project at such times that the Charity deems appropriate.
7. The Applicant shall maintain complete records of the uses of the funds it receives from the Charity and will provide copies of such records to the Charity.
8. The Applicant shall not assign its rights or obligations under this agreement without prior consent of the Charity.
9. This agreement shall be governed by the laws of British Columbia.

**IN WITNESS THEREOF** the parties have executed this agreement effective the date above written.

The “Charity” “The Applicant”

Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized signature (Board representative) Authorized signature (Board representative)

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