

MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE BOMA CALGARY FOUNDATION (“TBCF” or “Donor”)

AND

RECIPIENT ORGANIZATION (“Recipient”)

WHEREAS TBCF is an independent charitable organization duly, registered in Alberta and having offices in Calgary, dedicated to supporting growth in the commercial real estate industry through charitable endeavors. Those endeavors include providing education, research and financial assistance to improve the personal and professional lives of less privileged individuals in Calgary.

AND WHEREAS the Recipient has developed a specialized program that (the “Program”).

AND WHEREAS the Donor and the Recipient wish to work together in partnership and pursuit of the objectives set out herein.

NOW THEREFORE this Memorandum of Understanding sets out the parameters and intensions of the working relationship between the parties as follows:

A. *Donation & Acceptance*

- i. TBCF hereby pledges to the Recipient a donation of _____ (the “Donation”) for the fiscal year of [2017] (the “Term”).
- ii. The Donation will be paid [one-time or through installments] by TBCF to the Recipient. [Instalments shall be paid in (#) disbursements of (\$) on dates specified.]
- iii. The Recipient hereby accepts the Donation from TBCF and agrees to hold and administer the funds in accordance with the terms and conditions of this Agreement.

B. *Designation & Use of Donation*

- i. The Donation is designated for [purpose]. [Purpose is... Intended use of donation is...]
- ii. [Award/Bursary shall be named The BOMA Calgary Foundation Award/Bursary and shall be awarded to ... the “Award/Bursary”]
- iii. [Basic criteria for applicants and selection amongst applicants]
- iv.* The Recipient shall continuously make use of the Donation for the purposes identified herein and shall not change the use thereof without TBCF’s prior written consent.
- v. The Recipient will use its best efforts to allocate the Award/Bursary per the intent of TBCF, as outlined above. However, in the event that the [purpose] is no longer practical, or the [intended program] ceases to exist, or intended beneficiaries of the Donation

cannot be identified, the Recipient agrees that the Donation shall be returned to TBCF, unless otherwise authorized in writing by TBCF.

C. *Reciprocal Commitments*

TBCF and the Recipient will mutually care for and protect their philanthropic support in a way that responds to and promotes each others' organizational interests, mandates, policies, priorities and resources.

I. *Recipient's Commitment to TBCF*

- a. The Recipient promises to uphold the highest standards of accountability in the administration of funds and ensures that the Donation will be used in accordance with the intentions herein.
- b. The Recipient will [screen, select candidates, arrange events, monitor attendance, etc]
- c. The Recipient will participate in TBCF events or media coverage related to the Donation should TBCF request such participation during the Term.
- d. TBCF's full name will be listed in any Scholarship/Bursary/Award listing, donor listing, and promotional materials detailing partnerships.
- e. TBCF will have first right of refusal for further partnership or sponsorship opportunities offered by the Recipient.
- f. The Recipient shall provide to TBCF at least two (2) complementary invitations for any and all celebratory or marketing events.
- g. The Recipient shall provide and TBCF shall make use of the Recipient's name, website, and logo, for promotion of the partnership via print or electronic marketing materials (including audio and visual recordings), articles and publications, the TBCF website, and other forms of media that may arise.
- h. The Recipient will not modify, change, alter, delete from or add to the TBCF's name, website or logo. The Recipient agrees not to use any logo or identifying mark other than what is provided by TBCF without prior permission.
- i. The Recipient shall provide to TBCF annual audited financial statements such that the overall strength of the Recipient and partnership may be evaluated on a regular basis.

- j. The Recipient shall provide a summary of how the Donation was used subsequent to the fiscal year and Term of the Donation.

II. TBCF's Commitment to Recipient

- a. TBCF shall provide and the Recipient shall make use of TBCF's name, website and logo for marketing and promotional purposes with prior written consent to the intended use and purpose.
- b. TBCF will endeavour to respond to requests for approval within two (2) business days of each such request. If no response has been given to the Recipient, consent shall NOT be deemed or inferred.
- c. TBCF will not modify, change, alter, delete from or add to the Recipient's name, website or logo. We agree not to use any logo or identifying mark other than what is provided by the Recipient without prior permission.

D. ADMINISTRATION OF THE DONATION & RESERVATION OF RIGHTS

- i.* The Donation and this Memorandum of Understanding are not intended to effect any change or alteration in the rights of the parties respecting any intellectual property or to result in a legal partnership, joint venture or guarantor relationship between the parties.
- ii.* In the event that any of the covenants contained herein have been breached by the Recipient or TBCF determines in its sole discretion that the Recipient does not espouse values and principles supported by the TBCF, TBCF maintains the right to terminate the relationship with the Recipient. Upon written notice from TBCF to the Recipient, the Recipient shall cease all use and reference to TBCF, the TBCF logo and any associated identifying marks or intellectual property and will remove all references to the Donation and TBCF from its marketing materials.
- iii.* In the event that any confidential or proprietary information is exchanged between TBCF and the Recipient, neither shall disclose any such information to a third party except to authorized representatives on a 'need to know' basis or as required by law.
- iv.* TBCF accepts no responsibility for Recipient's programs or candidates, nor any liability associated with the Recipient's program, participants or organization. TBCF shall not be liable for any recourse sought by or against the Recipient, its programs or participants.

- v. The Recipient shall indemnify and hold harmless TBCF and its respective employees, officers, directors, and authorized agents from and against all claims, damages, losses and expenses, including attorney's fees on a solicitor-client basis, arising out of or resulting from the performance of this agreement.
- vi. TBCF shall indemnify and hold harmless the Recipient and its respective employees, officers, directors, and authorized agents from and against all claims, damages, losses and expenses, including attorney's fees on a solicitor-client basis, arising out of or resulting from the performance of this agreement.
- vii. Neither party shall assign their rights in this Memorandum of Understanding.
- viii. Any notices and correspondence arising from or related to this agreement shall be sent by courier or email, as follows:
 - i. If to TBCF:
 - ii. If to the Recipient:

IN WITNESS HEREOF the parties have executed this Memorandum of Understanding as of the dates below:

The BOMA Calgary Foundation, per

[Recipient], per

Name:
Position:
Date:
Duly authorized to sign on behalf of BOMA

Name:
Position:
Date:
Duly authorized to sign on behalf of [Recipient]

The BOMA Calgary Foundation, per

[Recipient], per

Name:

Position:

Date:

Duly authorized to sign on behalf of BOMA

Name:

Position:

Date:

*Duly authorized to sign on behalf of
[Recipient]*