

**Partnership Agreement Between
United Way of Southwest Alabama, Inc.
and**

(Type or Print Agency Name)
For the period 07/01/2026 – 06/30/2028

This Agreement acknowledges the partnership between **United Way of Southwest Alabama, Inc. (“UWSWA”)** and _____, including the volunteers serving on
(Type or Print Agency Name)

behalf of these organizations. It is based on open communication, continuous improvement, and mutual accountability. The parties of this agreement are autonomous entities joined together in an active partnership for the shared goal of focusing on the human care needs in Choctaw, Clarke, Mobile, and Washington counties. The partnership is characterized by teamwork and cooperation for the community good. The parties enter into this agreement to mobilize human and financial resources to support a network of services throughout the four-county area.

Both UWSWA and

Commit:

(Type or Print Agency Name)

- To relate as partners with common goals and unique missions and to work together on matters of mutual interests to the community, and as partners, we are responsible to each other and to the community at large;
- To support each other and all the Partner Agencies to build strong, collaborative relationships; mutual respect; and understanding by communicating openly, honestly, and frequently;
- To inform the other promptly of circumstances likely to affect the ability to fulfill this Agreement or what might reasonably be expected to be of interest or concern to the other party;
- To work cooperatively with other agencies in carrying out programs, meeting the needs of the community, avoiding duplication of services, and promoting high standards of efficiency and effectiveness;
- To conduct an exemplary internal United Way Campaign and to encourage staff, Board members, and other volunteers to enthusiastically support all aspects of the partnership;
- To maintain a representative, rotating volunteer governing Board that has a local presence in the community and meets regularly throughout the year to establish policy and program direction and to exercise responsibility for the organization’s administration and financial management;
- To maintain the status of and comply with all federal and state legal, licensing, and reporting requirements for a 501(c)(3) organization;
- To adhere to the highest standards of financial accountability and to have an annual audit, or other acceptable financial examination, conducted by an independent, certified public accountant in compliance with currently accepted accounting principles;
- To operate by policy and practice according to federal non-discrimination laws and to embrace the full diversity of the southwest Alabama region in serving clients and in recruiting and training volunteers, Board members, and staff.

Commits:

(Type or Print Agency Name)

- To act as a co-marketing partner with UWSWA whenever possible, emphasizing the value of the partnership in all communications and affixing the current UWSWA logo on print and electronic materials, as well as other medium and at the Partner Agency location (UWSWA to furnish logo);

- To include and recognize the UWSWA as a funder and partner of the agency at events and special occasions. The UWSWA name and logo should not be associated with events that include raffles, prizes, or auctions of: firearms, gaming/gambling, tobacco, and adult entertainment;
- To coordinate and cooperate with other health and human service agencies in promoting efficient and quality services while minimizing fragmentation or duplication of services;
- To immediately report to UWSWA any legal, financial, or organizational matters or significant changes in programs/budgets that may affect the Partner Agency's ability to operate and/or deliver services and/or may create a potential crisis;
- To participate, as appropriate, in various service projects with UWSWA and other Partner Agencies;
- To correspond with UWSWA team members, Board of Trustees, and other volunteers in a timely manner;
- To cooperate, participate, support, and assist during the Campaign by providing agency tours and speakers, helping with promotional activities, attending employee fairs, etc.;
- To join with UWSWA and other UWSWA Partner Agencies in a community-wide effort to raise funds to meet community needs as follows:
 1. Partner Agency representatives who are invited to participate in and present during a UWSWA workplace Campaign may not solicit designations for their agency during their presentation or at any UWSWA fundraising events.

Partner Agencies will not downplay the importance of donor choice, nor disparage it, specifically with respect to undesignated giving to UWSWA. If the Partner Agency solicits or promotes designations, both the Partner Agency and the UWSWA must be presented in a positive manner.

2. If the Partner Agency solicits a company and/or its employees, and the company declines, saying it gives through the UWSWA, and asks the Partner Agency not to solicit the company again, the Partner Agency must refrain from future solicitations to that company while the agency is a UWSWA partner. If a Partner Agency is reported by a company to the UWSWA for soliciting the company after being asked (by the company) not to, the Partner Agency will be sent a warning/notice on behalf of the UWSWA. If the agency does not heed the warning, partnership with the UWSWA could be revoked by the UWSWA Board of Trustees.
 3. The following actions by the Partner Agency may lead to either revocation of partnership or reduction in program funding: (a) false or misleading statements or actions that portray UWSWA in a negative manner, (b) statements or actions that are disparaging of UWSWA, and (c) statements or actions that negatively affect the Campaign and/or directly compete for established funding efforts that benefit the unrestricted pool available for awards (These funding efforts would include company gifts and/or special events established to benefit UWSWA). If revoked, all unpaid allocations will immediately cease.
 4. Partner Agencies will support payroll deduction giving through the UWSWA and will not ask companies to allow payroll deductions directly to their agency.
- To provide in a timely manner: (a) Community Impact funding application and evaluation information, if applicable; (b) annual Form 990 and Audited Financials to UWSWA; and (c) Alabama State Employees Combined Charitable Campaign application information, if eligible;
 - To annually provide an updated Board of Directors listing to UWSWA;
 - To keep its Board of Directors informed of all UWSWA policies and issues, and, if requested by UWSWA, to invite UWSWA leadership to at least one Board meeting a year as a guest speaker to provide an update and opportunity for dialogue;

- To invite the UWSWA President and CEO to its annual meeting;
- To have the Board of Director contact UWSWA when an Executive Director leaves and when a replacement is hired;
- To have the Executive Director contact UWSWA when key staff change, so that UWSWA has accurate information and can assist with training partner agency's new staff on UWSWA practices and offer assistance;
- To utilize the community calendar and other features of Volunteer Connect;
- To have Partner Agency represented (by senior level staff or volunteer) at the following UWSWA meetings.
 1. UWSWA Annual Meeting
 2. UWSWA Partner Agency Meetings (February, April, June, August, October, and December)

UWSWA Commits:

- To respect the autonomy of each Partner Agency, its Board, and its right to determine its own policies and programs;
- To strive to increase the public's understanding and appreciation of UWSWA and the Partner Agency through year-round communication about what UWSWA and United Way Partner Agencies do;
- To conduct an annual fundraising campaign ("Campaign") to meet the needs of the community, taking into consideration the financial needs of each Partner Agency, the economic climate of the counties served, and the best interest of its donors;
- To consistently look for new and alternative sources of funding to enhance the annual community Campaign to help meet community health and human service needs;
- To provide a fair and thorough review of Partner Agency funding requests by responsible committees of citizen volunteers to ensure agency accountability, program effectiveness, and expenditures that meet priority needs of the community;
- To act as a responsible steward of funds publicly contributed to UWSWA and to periodically review and evaluate Community Impact processes to keep them current and relevant;
- To maintain ongoing representation on UWSWA's Board of Trustees by electing and/or appointing Agency Council representatives;
- To have the Board of Trustees contact Partner Agency leadership when UWSWA's President and CEO leaves and when a replacement is hired;
- To have the UWSWA notify Partner Agencies when key staff change, so that partners have accurate information;
- To provide, funds permitting, support services and training to Partner Agencies to help strengthen our entire network;
- To provide Partner Agencies with access to in-kind donations as available, such as computers, contributions of food and gifts during holidays, and volunteers to work on various service projects;
- To apply annually as a federation to the Alabama State Employees Charitable Campaign on behalf of Partner Agencies;
- To convene community leadership, volunteers, agencies, and other resources to address community problems and help to bring resolution to them;

- To attend Annual Meetings of Partner Agencies, as possible;
- To meet annually one on one the UWSWA President and CEO and agency Executive Director;
- To meet annually with Agency's Board of Directors;
- To maintain an open admission policy for agency partnership, which considers any organization that strives to achieve the principles and practice for member agency excellence and has a mission that aligns with the mission of the UWSWA. This policy does not preclude actions by the UWSWA Board of Trustees to limit or place a moratorium on admissions as it deems necessary;

General Provision:

- Partner Agencies may share in the proceeds of the Campaign through designations and/or specific program allocations (less administrative costs, Campaign expenses, allowances for shrinkage, and contingencies) as finally reviewed and approved by the UWSWA Board of Trustees. Partnership does not, however, guarantee the receipt of unrestricted allocations.
- UWSWA must carry out its partnership with the agencies while balancing its stewardship role on behalf of the contributors. To ensure accountability to the community, UWSWA may withhold allocated funds to the Partner Agency **and could terminate the partnership** if the agency fails to comply with the provisions of this Agreement and declines to work toward compliance.
- Communication is essential to maintaining mutual accountability. Whenever there is uncertainty regarding interpretation of, or compliance with, this Agreement, it is the Partner Agency's responsibility to seek clarification from UWSWA and UWSWA's responsibility to seek clarification from the Partner Agency.
- The Partner Agency shall have a period of 60 days from receipt of written notification of non-compliance to take required action. Such notification shall be approved by the UWSWA Board of Trustees. The Partner Agency may request in writing a reconsideration of non-compliance or termination, to be held within 30 days of receipt of the request.
- A Partner Agency may terminate this Agreement at any time by giving written notice to UWSWA, which reserves the right to discuss the decision to terminate this Agreement with the Partner Agency's Executive Committee.
- Termination is effective at the receipt of the termination notice. UWSWA funding will be received the month of the termination notice, but not continue to the next calendar month.
- This agreement shall be binding upon the successors and/or designees of the parties for the duration of the Agreement as dated on page one.

Anti-Terrorism Compliance Measure:

- In compliance with the USA Patriot Act and other counterterrorism laws, the UWSWA requires that each Partner Agency certify that the signing of this Partnership Agreement by representatives of the Partner Agency certifies that all United Way of Southwest Alabama, Inc., funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes, and executive orders.

The signatures below affirm and attest commitment to the Partnership Agreement:

(Type or Print Agency Name)

Board Chair Signature

Date

Typed or Printed Name of Board Chair

President / Executive Director Signature

Date

Typed or Printed Name of President/Executive Director

United Way of Southwest Alabama, Inc.

Board Chair Signature

Date

Justine Bixler, President and Chief Executive Officer

Date