



Cause-Related Marketing Proposal and License Agreement 2019

Cause-related marketing/social marketing ventures are a collaboration between a non-charitable and charitable partner to sell goods and services.

KidsAbility Foundation appreciates your interest in holding a cause-related marketing activity to help us provide programs and services for children with disabilities. Please complete this proposal form and indicate your acceptance of the terms and conditions herein by returning a signed copy to us.

The Organization may not proceed with the proposed activity without the explicit authorization of the appropriate KidsAbility representative. If the proposal is approved, we will send you a formal confirmation, at which time this agreement is effective.

Organization and Fundraising Information

Organization Name: _____

Address: _____

Name of Contact Person: _____ Phone: _____

Email: _____

Starting Date, End Date and location(s);

Briefly describe your cause-marketing activity: _____

The Foundation's resources are limited. Does your proposal require any direct assistance from Foundation staff; if so please specify:

How do you plan on publicizing/promoting your activity?

Budget Information

What is the means by which you will be soliciting funds for this proposed activity?

Anticipated total revenues: \$ _____

Anticipated total donation to KidsAbility Foundation: \$ _____

What % or amount of the income will KidsAbility Foundation receive? \$ _____

Terms and Conditions

1. KA Foundation will endorse a cause-related marketing venture only if it deems that the proposed event will be wholly consistent with the mission, vision and values of KidsAbility.
 2. In order to avoid inadvertently jeopardizing existing relationships between KidsAbility Foundation and its donors, the Organization agrees to receive approval from KidsAbility Foundation before soliciting other organizations, corporations and businesses for cash or in-kind donations relating to the activity.
 3. The Organization represents to KidsAbility Foundation that: (a) where the Foundation deems it necessary the Organization will provide KidsAbility with confirmation that insurance, licenses and permits have been obtained and will be in force to the conclusion of the activity; (b) it will comply with all applicable laws during the planning, promotion and conduct of the activity; (c) the activity will result in no cost or expense to KidsAbility Foundation whatsoever, unless expressly agreed to in writing in advance to the contrary; and (d) it will indemnify and hold KidsAbility Foundation harmless from any and all claims of any kind or nature whatsoever arising out of, or in any way related to, the activity.
 4. For campaigns that are 3 months or less, the Organization agrees to provide KidsAbility Foundation with all of the net proceeds from the activity, along with a written accounting of activity revenues and expenses (and supporting documentation upon request), in a form acceptable to KidsAbility Foundation, within sixty (60) days after the completion of the activity. KidsAbility Foundation reserves the right to audit the activity revenues and expenses.
 5. For campaigns exceeding 3 months, a quarterly payment schedule will be paid by the Organization on the following dates to KidsAbility Foundation:
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6. KidsAbility Foundation has legal entitlements to special identifying materials such as its logo the use of which it may grant under circumstances it deems appropriate. If permission is provided for use of the Foundation's logo, it may not be altered in any way, including alterations in its colour. In most instances the Foundation will provide a logo that includes the phrase "In Support of KidsAbility Foundation" or "Proud Supporter of KidsAbility Foundation".
7. The terms of this agreement shall be in force from the date KidsAbility Foundation approves the Organization's proposal until the conclusion of the activity, provided, however, that KidsAbility Foundation has the right to terminate the agreement if it so determines, in its reasonable discretion, that the activity is or may well be injurious to the good name of KidsAbility.
8. Any use of the Foundation's name or its logo is subject to the prior written approval of KidsAbility Foundation. Accordingly, the Organization agrees to submit to KidsAbility Foundation for its approval – prior to the production, distribution, broadcast, or publication thereof – all printed materials, publicity releases and advertising relating to the activity that mentions KidsAbility Foundation or contains the logo of the Foundation.
9. In accordance with the national standards adopted by Imagine Canada (the universally-recognized accreditation body for charitable organizations in Canada) the Organization agrees that any solicitations relating to the event must specify at the point of solicitation and in any marketing materials, and in a manner acceptable to KidsAbility Foundation: (a) that KidsAbility Foundation is the benefiting organization; (b) the actual or anticipated portion of the purchase price that will benefit KidsAbility Foundation; (c) the duration of the activity; and (d) any maximum or guaranteed minimum contribution amount.
10. Nothing in this document shall be construed to authorize the Organization, or any of its employees or representatives, to act as an agent of KidsAbility Foundation. Thus, for example, the Organization may not open a bank account in KidsAbility Foundation's name, nor may it endorse or attempt to negotiate any cheques made payable to KidsAbility Foundation, all of which must be promptly forwarded to KidsAbility Foundation for processing.
11. In full compliance with the guidelines provided by Canada Revenue Agency (CRA) KidsAbility Foundation may not issue Tax Receipts because the organization receives commercial benefit through the activity.
12. All cheques should be made payable to: KidsAbility Foundation, c/o 500 Hallmark Drive, Waterloo, ON N2K 3P5.

PROPOSED BY:

APPROVED BY:

Signature of authorized representative of
the Organization

Signature of Executive Director or designate
of KidsAbility Foundation

Print Name

Print Name

Title

Title

Date

Date

Please email your form to:

Bianca Peluso

Development Associate, Community Engagement

bpeluso@kidsability.ca

519.886.8886 ext. 1308