



MEMORANDUM OF UNDERSTANDING

Between

Huntsville Hospital Foundation & _____

It is with sincere gratitude that Huntsville Hospital Foundation acknowledges the generous gift from _____ (hereinafter referred to as *The Donor* in support of the Business Cares initiative at Huntsville Hospital Foundation (hereinafter referred to as "HHF"). This Memorandum of Understanding details the responsibilities each partner in this philanthropic endeavor will assume, in order to ensure optimum outcomes from this gift on behalf of *the Donor*, the hospital, and the community.

The following agreement outlines specific details of a donation of _____ made by *The Donor* to HHF. The signatories to this memorandum agree as follows:

1. GIFT & PURPOSE

This gift of _____ is intended to support the philanthropic work of HHF.

2. TIMING

The pledge payment schedule for your gift of _____ is outlined below:

- \$5,000 the first year and each year starting _____ or in agreed individual terms if deemed appropriate.

A reminder will be sent by the HHF prior to the date of each annual payment. A single tax receipt for the cumulative donation in that year will be forwarded by February of the following year in time for the tax season, unless otherwise requested.

3. HHF ACCOUNTABILITY

Funds donated under this agreement shall be held to support the critical needs at HDMH.

HHF shall hold the funds in trust until they are required for disbursement to HDMH in accordance with this Memorandum of Understanding. Management of Foundation funds is governed by HHF's Board of Directors. The Board monitors administrative and fundraising expenses and investments, as well as the appropriateness of accounting and audit procedures, all in accordance with the established policies of the HHF. HHF engages an external accounting firm to provide an annual audit at year-end, March 31.

4. THE DONOR AND HHF ACKNOWLEDGEMENT

The Donor and HHF acknowledge and agree that the gift has not been determined in a manner that takes into account the volume or value of any business generated between HHF and *The Donor* at present or in the future.

The Donor and HHF each acknowledge and agree that the gift (a) shall not be used for the purpose of promoting any product or service; (b) shall be used in a manner that is consistent with applicable laws and regulations; (c) is intended to allow HHF to supplement its activities ultimately leading to enhanced patient care and/or improved public health; (d) is not provided by *The Donor* to induce, influence or reward past, present or future use, arrangement for use, prescribing, supply, purchasing or recommending of any product or service of *The Donor* or any subsidiary or affiliate of *The Donor*; (e) is not intended for personal benefit or use; and (f) is not intended to lead to any lack of independence of any party.

The Donor and HHF each warrant and represent to the other that: (a) they have the full right and authority to enter into this Agreement, that this Agreement does not violate their obligations toward third parties, and that they are not aware of any impediment that would inhibit their ability to perform their obligations under this Agreement; (b) they shall comply with all applicable laws, government or industry regulations with respect to the gift; (c) they shall remain open and transparent about the gift.

5. GIFT RECOGNITION

HHF is pleased to offer the following recognition benefits consistent with the Foundation's Donor Recognition Policy as a result of this gift.

In celebration and recognition of your generosity, we undertake to profile your support with one month signage on our billboards located at Highway 60 and Frank Miller Drive. Rotational billboard signage will be installed upon availability and the discretion of the foundation upon receipt of first installment of the gift amount. We will present you with a pop up banner or reception display recognizing your company as a Business Cares partner upon installation of your logo on our billboards. Your gift will be acknowledged with the community via exposure on our various social media platforms and press release upon installation. Your contribution will be featured on our new website with a reciprocal logo link.

The Donor will be recognized on our "Thanks For Giving" donor wall located in the lobby of Muskoka Algonquin Healthcare – Huntsville District Memorial Hospital site at the Partners level upon receipt of the first two installments and the Builders level upon receipt of the total \$25, 000. Recognition of this donation, in *the Donor* listings, will be in the name of company, unless otherwise indicated by *The Donor*.

6. GIFT CRITERIA

Your gift will be announced upon installation of the donor recognition signage on the billboards to maximize visibility and encourage further donations. Additionally a press release regarding your generosity will be prepared for your company's use at this time.

7. STEWARDSHIP

HHF shall provide *The Donor* with an annual written report during the period of the open pledge, demonstrating the impact the donated funds have had at HHF. Annually thereafter, *The Donor* will receive a written update detailing HHF's overall achievements made possible by the generous support of donors.

8. CONFIDENTIALITY

Neither HHF nor *The Donor* shall divulge or disclose to any third party Confidential Information (as hereinafter defined) disclosed to the other. HHF and *The Donor* agree to maintain the confidentiality of such Confidential Information and to treat such Confidential Information with the same degree of care and security with which each party treats its own most Confidential Information. HHF and *The Donor* acknowledge that the Confidential Information of each party shall remain the sole and exclusive property of each party. HHF and *The Donor* acknowledge that disclosure of Confidential Information may cause serious and irreparable harm which cannot be adequately compensated in damages and accordingly agree that each party shall be entitled to obtain injunctive relief in addition to any other appropriate remedy to prevent disclosure.

For the purposes of this Paragraph 8., "Confidential Information" means any and all data relating to the business or management of either party, their customers, their affiliates or their licensors, except any data or information which:

- (i) is or becomes publicly available through no fault of the disclosing party; or
- (ii) is already in the rightful possession of the disclosing party prior to receipt from the other party; or
- (iii) is independently developed by the disclosing party; or
- (iv) is rightfully obtained by the disclosing party from a third party; or
- (v) is disclosed pursuant to court order or other legal compulsion.

9. CHANGE OF PURPOSE

If through the passage of time it is determined that the caregivers and patients of HHF would be better served by modifying the provisions of this Memorandum of Understanding, any such changes will be made in consultation with *The Donor* or his designated successor(s), and the other signatories of this Memorandum, or their successors, adhering as closely as possible to its declared intention.

10. REVOCATION

Both *the Donor* and the Foundation affirm that this gift does not and shall not, in any way, compromise HHF'S mission or contravene any of its policies or reflect negatively on the HHF OR HDMH site and its public image. In the event that the activities of *the Donor* are in material conflict with the organization's mission and/or policies, *the Donor* agrees that Foundation shall have the right to terminate this Agreement immediately

11. AUTHORIZATION

This instrument is the sole agreement among the parties with respect to this donation.

"DONOR"(s) NAME:	
ADDRESS:	
CITY: T	PROVINCE/STATE:
POSTAL CODE/ZIP:	COUNTRY:
E-MAIL: J	TELEPHONE:

The Donor(s) and HHF by its duly authorized officers have caused this Gift Agreement to be executed as of the _____ day of _____, _____.

_____ Date
"The Donor"

_____ Date
Executive Director or Development Officer of
Huntsville Hospital Foundation