**AGENCY AGREEMENT**

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2024.

**BETWEEN**

Name of Qualified Donee

Address

(the “Qualified Donee ”)

**AND**

Name of Registered BC Non-Profit Society

Address

(the “Society”)

**Hereinafter referred to as the “Parties”.**

**Whereas** the Parties intend to collaborate on an initiative to benefit the community;

**Whereas** the Parties wish to establish their respective roles in this initiative (the “Project”);

**Whereas** the Society requires an Agency Agreement between the Parties for funds distribution.

**Therefore the mutual understanding of the Parties is as follows:**

1. That the Society manages and oversees the development and completion of this initiative, by performing the following duties:
2. The Society will act as agent for the Qualified Donee for the purpose of establishing, maintaining, and completing the Project.
3. The Society will use the funds that it receives from the Qualified Donee only for the Project as outlined in the Society’s application for funding to the Community Foundation of the Kootenay Rockies.

(the “Funding Request”) attached as Schedule A.

1. The Society will report on the project as required by the Community Foundation of the Kootenay Rockies and will permit the Qualified Donee to inspect the Project at such times as the Qualified Donee deems appropriate.
2. The Qualified Donee, agrees to:
3. Subject to sufficient funding to proceed with the Project, provide the total sum received from the Community Foundation of the Kootenay Rockies for the Project to the Society for the purpose of carrying out the Project.
4. The proposed total sum amount is $XXX, as outlined in Section 2. a).
5. The Parties agree on the following timelines, deliverables and costs associated with the Project;
6. This initiative/Project is ongoing./The Project will be completed by December 31, 2024.
7. The project will be completed as stated in the Funding Request.
8. The Society will report on the Project as outlined in Section 1c).
9. The costs associated with the Project are as outlined in the Funding Request.
10. The Society will not change any part of the project without the prior written consent of the Community Foundation of the Kootenay Rockies.
11. If the Society fails to comply with any of the terms of this Agreement, or, if the Qualified Donee is dissatisfied with the progress of the project, or if the Society fails to comply with any of the terms of the Community Foundation of the Kootenay Rockies, then the Society will return all funds associated with this Agreement to the Qualified Donee for reimbursement to the Community Foundation of the Kootenay Rockies.
12. The Society will not assign the rights or obligations under this Agreement without prior written consent of the Qualified Donee.
13. This Agreement will be governed by the laws of the Province of British Columbia.

On behalf of the Qualified Donee, Insert Name of the Qualified Donee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature

On behalf of the Society, Insert Name of the Registered BC Non-Profit Society:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Signature

*The Qualified Donee will retain the original signed agreement and will provide one copy to each of the registered BC non-profit society and the Community Foundation of the Kootenay Rockies.*