

Agency Relations



**COMMUNITY FOUNDATION
FONDATION COMMUNAUTAIRE
OF NOVA SCOTIA
DE LA NOUVELLE-ÉCOSSE**

**Information Sheet for Applicants to the Community Foundation of
Nova Scotia Regarding Charitable Status**

AGENCY RELATIONSHIPS

Information Sheet for Applicants to the Community Foundation of Nova Scotia Regarding Charitable Status

As a Public Foundation, the Community Foundation of Nova Scotia is restricted by the Canada Revenue Agency (CRA) to make grants or distributions only to “qualified donees” (e.g., registered charities or municipal units). As a result, when projects involve organizations that are not qualified donees, the relationship between the qualified donee (Lead Partner) and the non-charitable organization (the Agent) must be formalized and documented before a grant can be awarded.

In order for an organization that is not a qualified donee to receive funding from the Community Foundation, it must establish a partnership or agency relationship with a qualified donee who would receive the funds for the proposed project from the Community Foundation. The relationship must be a formal arrangement, set out in writing, between the Boards of Directors (or analogous governing body) of both organizations.

Written agreements should typically include **at least** the following information:

1. Names and addresses of all parties;
2. The duration of the agreement or the deadline by which the project must be completed;
3. A description of the specific activities for which funds or other resources have been transferred, in sufficient detail to outline clearly the limits of the authority given to the recipient to act for the qualified donee or on its behalf;
4. Provision for written progress reports from the recipient of the qualified donee funds or other resources, or provision for the qualified donee’s right to inspect the project on reasonably short notice, or both;
5. Provision that the qualified donee will make payments by installments based on confirmation of reasonable progress and that the resources provided to date have been applied to the specific activities outlined in the agreement;
6. Provision for withdrawing or withholding funds or other resources at the qualified donee’s discretion;
7. Provision for maintaining adequate records at the qualified donee’s address in Canada;
8. In the case of agency agreements, provision for the qualified donee’s funds and property to be segregated from those of the agent and for the agent to keep separate books and records; and
9. The signature of all parties, along with the date.

THIS **AGENCY AGREEMENT** IS ENTERED INTO THIS ____ DAY OF _____, 2014

BETWEEN:

A qualified donee as defined by the Canada Revenue Agency (the “Qualified Donee”)

- AND-

(the “Agent”)

The Qualified Donee and the Agent wish to enter this Agency Agreement on the following terms:

1. Contact Information

	Qualified Donee	Agent
Name		
Address – 1		
Address – 2		
Address – 3		

2. Project Name and Description:

3. Project Start and End Dates **OR** Project Deadline:

4. Project monitoring by the Qualified Donee:

The Agent acknowledges and agrees that the qualified donee reserves the right to:

- i. Request a written progress report and/or a final report from the Agent on reasonably short notice; and

- ii. Inspect the progress of the project on reasonably short notice.

5. Record Keeping:

- i. The qualified donee shall keep adequate records of the Project at its registered address in Canada;
- ii. The qualified donee's funds and property shall remain segregated from those of the Agent; and
- iii. The Agent shall keep separate books and records.

6. Financial Support:

The qualified donee will, at its sole discretion, make payments to the Agent, either by instalments or in a lump sum, based on confirmation of reasonable progress of the project and that the resources provided to date have been applied to the specific activities outlined in the agreement. Should the Agent be found to not be making reasonable progress or not to have applied the funding in the manner described above, the qualified donee may withdraw or withhold funds or other resources at its sole discretion.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

For the qualified donee:

Authorized Representative

Date

For the Agent:

Authorized Representative

Date