



**DECLARATION OF AFFILIATION – QUALIFIED DONEE
(TOWN/MUNICIPALITY/PRSD) AND AGENT
(ATTACH TO 2023 CARMAN AREA FOUNDATION GRANT APPLICATION)**

The Carman Area Foundation provides grants directly to organizations that are registered charities with the Canada Revenue Agency. The Foundation may also provide grants directly to Towns or Municipalities. In certain cases, a grant may be made to a town or municipality acting as a sponsor for an organization that is not a registered charity that will carry out a charitable activity.

These are the requirements for such an application to be considered by the Carman Area Foundation:

1. The applicant (the "Agent") must have a direct affiliation with the sponsoring organization (the town or municipality - the "Qualified Donee").
2. The following "General Information Regarding the Qualified Donee" and "Agreement" must be completed and enclosed with the Foundation's grant application.

GENERAL INFORMATION REGARDING THE MUNICIPALITY (QUALIFIED DONEE)

1. Name of sponsoring Town or Municipality
(Qualified Donee):

Contact Person:

2. Address:

City/Town:

Province:

Postal Code:

3. Telephone No.

Email Address:

4. Nature of the affiliation or relationship between the Town or Municipality and the Agent undertaking the project.

This **AGREEMENT** is made effective this ____ day of _____, 2 ____.

BETWEEN _____ (the "Qualified Donee")

AND _____ (the "Agent")

WHEREAS:

The Town or Municipality (Qualified Donee) wishes to carry out the project described in the Grant Application by the Agent to the Community Foundation.

The project is at law a charitable or other activity qualified to receive charitably donated funds from a Community Foundation under the *Income Tax Act* (Canada).

THEREFORE THE QUALIFIED DONEE AND THE AGENT AGREE AS FOLLOWS:

1. The Agent will act as agent for the Qualified Donee for the purpose of establishing, maintaining and completing the project.
2. The project will be completed as stated in the Carman Area Foundation Grant Application.
3. Subject to sufficient funding to proceed with the project, the Qualified Donee will provide the total sum received on behalf of the project to the Agent for the purpose of carrying of the project.
4. The Agent will keep the funds that it receives from the Qualified Donee separate from the Agent's own assets and will use such funds solely for the project. If the Agent 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 Agent fails to comply with any of the terms of the agreement with the Community Foundation, then the Agent will return all funds to the Qualified Donee for reimbursement of the funders.
5. The Agent will report as required by the agreement with the Carman Area Foundation to the Qualified Donee and Community Foundation and will permit the Qualified Donee to inspect the project at such times as the Qualified Donee deems appropriate.
6. The Agent will not assign the rights or obligations under the Agreement without prior written consent of the Qualified Donee.
7. The Agent will not change any part of the project without the prior written consent of the Carman Area Foundation.
8. This agreement will be governed by the laws of Manitoba.

Town or Municipality (Qualified Donee)

The "Agent"

Per:

Per:

Authorized Signatory

Authorized Signatory

