

Memorandum of Understanding  
Between  
Project Name  
And the San Francisco Public Health Foundation

PURPOSE OF THE MEMORANDUM OF UNDERSTANDING

As detailed in this Memorandum of Understanding (MOU), the San Francisco Public Health Foundation (Foundation) has determined that financial support of Project Name (PROJECT NAME) will further the Foundation's tax-exempt purposes. Therefore, the Foundation will establish a restricted fund designated for PROJECT NAME and will grant all amounts deposited into PROJECT NAME's restricted fund, less any management fees, subject to the following terms and conditions.

TERMS AND CONDITIONS OF THE MEMORANDUM OF UNDERSTANDING

1. This MOU will commence on the effective date below and will continue until either PROJECT NAME or the Foundation determines that this MOU should be terminated. Either PROJECT NAME or the Foundation may terminate this MOU for any cause upon ten (10) days written notice to the other party. Upon termination, the Foundation will produce a final statement of revenue and expense and will issue a check for the balance of project funds in the restricted account within forty-five (45) days.
2. PROJECT NAME may solicit gifts, contributions and grants in the name of the Foundation and designated for PROJECT NAME's restricted fund. PROJECT NAME's choice of funding sources to be approached and the text of PROJECT NAME's fund-raising materials are subject to the Foundation's approval, which shall not be unreasonably withheld. All grant agreements, pledges or other commitments with funding sources to support PROJECT NAME utilizing the Foundation's restricted fund shall be executed by the Foundation.
3. A management fee of ten percent (10%) of all amounts deposited in PROJECT NAME's restricted fund will be deducted by the Foundation to defray the Foundation's costs of administering the restricted fund and any awarded grants.
4. Nothing in this agreement shall constitute the naming of PROJECT NAME as an agent or legal representative of the Foundation for any purpose whatsoever except as described herein. This MOU shall not be deemed to create any relationship of agency, partnership or joint venture between PROJECT NAME and the Foundation, and PROJECT NAME shall make no representation of such to any person or entity.
5. These funds are not to be used in any attempt to influence legislation as described in Internal Revenue Code Section 501(c)(3). No agreement, oral or written, to attempt to influence legislation has been made between the Foundation and PROJECT NAME.

6. PROJECT NAME shall notify the Foundation immediately of any change in (a) PROJECT NAME's legal status, or (b) PROJECT NAME's key staff responsible for oversight of PROJECT NAME's restricted funds.
7. If there is no activity in PROJECT NAME's restricted fund for a period of twelve (12) months, the Foundation will attempt to contact PROJECT NAME's key staff to determine PROJECT NAME's intentions for the funds. If key staff cannot be located or otherwise fail to respond to the Foundation, the funds will then be transferred to the San Francisco Public Health Department Office of the Director's restricted fund account for distribution to other public health projects. Should any of the funds be attributable to a grant source they will be returned to the grantor.
8. PROJECT NAME hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of PROJECT NAME, its employees or agents, in applying for or accepting funds, in expending funds, or in carrying out the daily activities of PROJECT NAME, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.
9. The Foundation hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless PROJECT NAME, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Foundation, its employees or agents, in applying for or accepting funds, in expending funds, or in carrying out the daily activities of the Foundation, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of PROJECT NAME, its officers, directors, trustees, employees or agents.
10. This MOU shall be governed by and construed in accordance with the laws of the State of California.
11. This MOU shall supersede any oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties.

12. IN WITNESS WHEREOF, the parties have executed this MOU effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executive Director

---

Name Title Date

For the San Francisco Public Health Foundation

---

Name Title Date

---

Name Title Date

For Project Name

Two Contacts for Project Name:

---

Name Title

---

Mailing Address

---

Email Address Phone

---

Name Title

---

Mailing Address

---

Email Address Phone

**MOU SERVICES PROVIDED BY  
THE SAN FRANCISCO PUBLIC HEALTH FOUNDATION**

1. Will maintain a restricted fund account in the name of the project/program.
2. Will deposit funds into this restricted fund and will prepare and mail written acknowledgement of donations as requested by the project/program in accordance with Internal Revenue Code rules and regulations.
3. Will pay expenses and disburse checks as requested and directed by the project/program.
4. Will submit financial reports for grant sources as requested by the project/program.
5. Will prepare and deliver a financial report to the project/program at least four (4) times a year at the end of the calendar year quarter showing the revenue, expense and ending fund balance. Financial reports will also be supplied as requested by the project/program.
6. Will assist project/program with financial and legal documentation for funding requests.
7. Will provide links to and information regarding the project/program on the Foundation's website and will provide a mechanism for the project/program to collect donations online.
8. Will inform projects of possible funding sources, educational resources, possible volunteer intern candidates and other news of interest.
9. Will offer human resources services, if requested, through a professional service organization partner.