This Memorandum of Understanding (MOU) establishes a collaborative partnership between

MACHADO FAMILY GIVING INC. and the Participant:

Name of Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Organization\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Website\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EIN#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (participant) is requesting donated items from MACHADO FAMILY GIVING INC. (M F G).

**Background**

This document defines the responsibilities of (participant) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with respect to the donated items and the community distribution activities that create access to families needing support.

**Purpose**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (participant) agrees to work cooperatively to fulfill the goals of M F G by providing donated items to children in need and creating a meaningful impact to a children’s daily life by providing donated items that may have a substantial savings on the family’s annual budget, which can be allocated for other necessities or for the family's financial future. The above purpose will be accomplished by undertaking the following activities:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (participant) shall

• Serve as the Fiscal and overall administrator of donated items and provide

a meaningful difference by donating items to children in need.

• Promote M F G’s website on various social media platforms.

• Provide a liaison to serve as the main point of contact with M F G.

• Provide donated items on a continuing basis at no-cost to children in need and/or to low-income households with children.

If requested, Participant will complete and submit a report with accurate data and information within ten days regarding the data for distribution of donated items.

•Participant agrees to provide appropriate outreach within their organization to distribute the donated items on a continuing basis.

•Participant will take every effort to avoid duplication of services or misuse of program resources.

•Donated items are not to be sold and will be provided to participants free of charge.

• Participant will provide a protected, dry space for donated items to be stored appropriately.

**Shared Responsibilities**

Both parties to the Memorandum of Understand shall:

• Make every reasonable effort to ensure that the health and safety of staff, volunteers, and recipients of this program while performing the duties required to carry out stated activities (etc., picking-up, storage, and implications of distribution)

• In good faith communicate and collaborate through the stated goals by making a positive impact on children and families benefiting from this program.

•The Participant agency will defend, indemnify and hold Machado Family Giving Inc. their affiliated agencies, officers, managers, and employees harmless from any all liability, loss, damage or expenses from all claims, demands, and actions (including but not limited to reasonable attorney's fees) out of or in connection with the use or handling, pickup, delivery of these donated items by the participant agency, its employees, its clients, or anyone to the donated items and program resources.

• The program resources are accepted "as is". Machado Family Giving Inc. expressly disclaims any implied warranties of merchantability, and the recipient of this MOU holds

M F G and original donor free and harmless against any and all liabilities, damages, losses, claims, caused of action and suits of law any personnel employed by said agency in connection with its condition, source and or storage and use of the donated resources.

**Duration**

This MOU may be canceled upon (30) days' notice in writing by either party. Notwithstanding the foregoing, M F G, may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the recipient.

**Amendments**

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments of this MOU, which are mutually agreed upon by and between parties of this MOU, shall be incorporated by written instrument and effective when executed and signed by all parties to this MOU.

**Failure to Comply**

In the event either party fails to comply with or otherwise breach any of the provisions of the MOU, either party may give notice of such failure writing, and this MOU may be terminated at any time thereafter at the option of either party.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Machado Family Giving Inc (sign and print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant (sign and print)