**FUNDRAISING AGREEMENT**

This Fundraising Agreement is mad and effective this (Date) by and between (Name of fundraiser), (hereinafter referred as the “Fundraiser” located at (Address) and (Name of organization),(hereinafter known as the “organization” with the main office at (address)

WHEREAS,

1. The Fundraiser is an expert and has ample knowledge on fundraising activities, promotional events to open opportunities and establishing networks for potential donors; and

2. The Organization intends to avail the services of the Fundraiser for the management, promotion of the events and fundraising for the pursuit of the objectives of the Organization.

NOW, WHEREFORE, In consideration of the foregoing stipulations, both parties agree as follows:

Article I: Interpretation and Construction

SECTION 1: The words used in this Fundraising Agreement shall be construed in the manner they are stated. A term may be differently understood from its general use when a specific provision provides for the same. Any doubt in interpreting the covenant hereto shall be construed in favor of the validity of this Agreement.

SECTION 2:Unless stated otherwise, the following shall be observed:

1. A singular term shall refer to include its plural form;

2. A word referring to gender includes the masculine, feminine and neutral;

3. A technical term shall be understood in its technical sense.

Article II: Services Offered

SECTION 1: The Fundraiser binds to render to the Organization services enumerated in this Section:

1. The Fundraiser shall regularly represent the Organization in providing technical and legal support in preparing the necessary documents for donation solicitation by phone, electronic mail, or registered mail to prospective donors - artificial entities or individuals.
2. The services offered by the Fundraiser shall as well include designing, production, media advertising and other promotional events as requested by the Organization.
3. Upon request by the Organization, the Fundraiser shall promptly provide regular reports to the Organization describing therein the details of the activities, issues encountered and the ways in dealing with the issues.
4. The Fundraiser shall secure all the permits and licenses required to perform the services in behalf of the Organization.
5. The Fundraiser shall as well comply with the laws in performing the services herein mentioned and shall observe the rules and procedures set forth in performing tasks in behalf of the Organization.
6. [INSERT OTHER SERVICES TO BE PERFORMED BY THE FUNDRAISER].

Article III: Fundraising Methods

SECTION 1: The Fundraiser shall comply with all the laws as well as the covenants in this Agreement in performing the acts stated herein and the fundraising activities on behalf of the Organization.

SECTION 2: The Fundraiser shall submit a report to the Organization describing therein the details of the fundraising activities including the solicitation materials for review before such activities are executed.

SECTION 3: The Organization may propose changes to the said fundraising activities and communicate the same to the Fundraiser before the execution of the said activities.

SECTION 4: There shall be proper and clear disclosure of the existence of this Agreement in conducting the fundraising activities by the Fundraiser in behalf of the Organization.

SECTION 5: With the rights granted by the Organization to the Fundraiser in conducting solicitation activities, the latter’s representatives, assigns and employees shall not in any way misrepresent the Organization’s name and activities. The Organization shall provide the Fundraiser the needed information for the successful conduct of the fundraising activities.

SECTION 6: All acts performed by the Fundraiser’s representatives, assigns and employees in relation to the fundraising activities under the terms of this Agreement shall bind both the Fundraiser and the Organization. Acts committed beyond the authority given to the above name representatives shall hold the said individuals personally liable for any consequence and shall not in any way make the Organization liable of the same.

Article IV: Compensation

SECTION 1: In securing the services of the Fundraiser, the Organization shall pay as follows:

1. The Organization shall receive an invoice given by the Fundraiser within five (5) days from the beginning of each month. The invoice shall describe therein the services rendered and the value of the said services.
2. The Organization shall then tender full payment of the services as reflected in the invoice within ten (10) days from receipt of the same unless a different term is stated in the invoice.

SECTION 2: Other Costs and Expenses. Other costs and expenses incurred by the Fundraiser in executing the services in behalf of the Organization shall be reimbursed by the latter. The Fundraiser shall in an invoice issued by it reflect the said costs and expenses and deliver the same to the Organization. The costs and expenses shall then be reimbursed within a period of fifteen (15) days.

SECTION 3: Failure on the part of the Organization to tender full payment within the above mentioned date shall entitle it to a grace period of five (5) working days. Payment should be made within the said period. Failure to do so will render the Organization in default. Hence, liable for damages. No demand is required to declare the Organization in default.

Article V: Rights of the Parties

SECTION 1: Rights of the Fundraiser. In consonance with the stipulations in this Agreement, the fundraiser shall enjoy the rights granted to it:

1. The Fundraiser shall have the right to use the Organization’s good name and good will in conducting acts or performing activities in behalf of the Organization.
2. Necessary information about the Organization may be requested by the Fundraiser in order to effect the provisions herein.
3. It shall have the right to be compensated for the services rendered by it under the terms of this Agreement.
4. It may terminate this Agreement on the ground of material breach of the provisions of this Agreement committed by the Organization.
5. It may demand reimbursement for any cost or expense paid in the conduct of fundraising activities which inured to the benefit of the Organization.
6. [INSERT OTHER RIGHTS OF THE FUNDRAISER].

SECTION 2: Rights of the Organization. The Organization has the rights enumerated below:

1. It shall have the right to request for reports on the update of the conduct of the fundraising activities.
2. It shall be entitled to the funds raised from the activities and solicitations conducted.
3. It may cancel this Agreement on any ground fifteen (15) days from the execution thereof through a written notice of cancellation furnished by personal delivery or registered mail without any consequence as to the cost, expense, or liability as detailed in Section 2 of Article VIII.
4. [INSERT OTHER RIGHTS OF THE ORGANIZATION].

Article VI: Responsibilities of the Parties

The Organization and the Fundraiser, as the parties to this agreement undertake to perform acts necessary to the fulfillment of the objectives of this agreement. To specify:

A. Duties and Responsibilities of the Fundraiser

SECTION 1: The Fundraiser, with its utmost diligence, commits to do the following:

1. It shall render the services offered by it to the Organization and in performing the same, all the laws related to it as well as the rules and procedures set forth by the Organization shall be complied with in good faith.
2. It shall secure the necessary permits, licenses, and approval of government offices to conduct the activities in behalf of the Organization.
3. It shall also be the duty of the Fundraiser to establish networks to widen support for the fulfillment of the objectives of the Organization.
4. Written reports shall be furnished by the Fundraiser to the Organization on a monthly basis reflecting the activities conducted for the raising of funds. It shall also state the issues which arose from the execution of the activities and how such issues were dealt with.
5. The Fundraiser shall design, produce, and conduct media advertisements and promotional events in behalf of the Organization to achieve the ends of the Organization.
6. [INSERT OTHER DUTIES AND RESPONSIBILITIES OF THE FUNDRAISER].

SECTION 2: Failure on the part of the Fundraiser to perform any of the aforementioned duties and responsibilities shall subject it to liabilities which may entitle the Organization to indemnity and payment of damages.

SECTION 3: Partial performance of the obligations herein provided shall not preclude the Organization from demanding full performance, or reimbursement of any payment made to the Fundraiser.

B. Duties and Responsibilities of the Organization

SECTION 1: The Organization, duly promises to execute the following:

1. It shall assist the Fundraiser in the conduct of the activities such as media advertisements or promotional events.
2. It shall furnish the Fundraiser the necessary documents for the processing of the permits and licenses to conduct herein activities.
3. It shall as well cooperate with the Fundraiser in conducting solicitation of donations, campaign or events.
4. Prompt payment and reimbursement of costs and expenses shall be given by the Organization for the smooth and efficient conduct of fundraising activities.
5. It shall provide an authorized representative to educate the Fundraiser of the necessities and objectives of the Organization so the Fundraiser can fully render its service according to the tenor of this Agreement.
6. [INSERT OTHER DUTIES AND RESPONSIBILITIES OF THE ORGANIZATION].

SECTION 2: In instances when the Organization fails to fully render its duties and responsibilities, it shall not cause the termination of this Agreement unless such failure materially hampers the performance and execution of the services offered by the Fundraiser. More so, such may entitle the Fundraiser for damages.

Article VII: Representations and Warranties

SECTION 1: Representations and Warranties of the Fundraiser. The Fundraiser warrants that:

1. It is organized and registered under the laws of [INSERT THE COUNTRY WHERE IT WAS ORGANIZED AND REGISTERED]. Under the said laws, it is given the rights, powers and authority to operate and represent the Organization in fundraising activities.
2. It has the legal capacity and full authority to enter into this Fundraising Agreement and possesses the power to fulfill its duties and responsibilities set forth under this Agreement.
3. The terms and conditions under this Agreement are in accord with the laws of the country where this Agreement is executed and is not contrary to morals and public policy.
4. It is lawfully authorized to perform the services herein stipulated and conduct fundraising activities for the pursuit of the objectives of the Organization.
5. It has the power and authority bestowed upon it by the Organization to perform acts and represent the Organization under the terms and conditions stated in this Agreement.
6. The activities and promotional events to be performed by the Fundraiser are in accordance with the terms and conditions set forth in this Agreement.
7. [STATE OTHER WARRANTIES OF THE FUNDRAISER].

SECTION 2: Representations and Warranties of the Organization. The Organization represents and warrants:

1. It is existing and in good standing under the laws of [INSERT THE COUNTRY WHERE IT WAS ORGANIZED AND REGISTERED] and is authorized to operate under the said law.
2. It has the rights, power and authority granted to it by law to be legally bound by this Agreement and perform the obligations herein stipulated.
3. The Organization represents that all the information divulge to the Fundraiser necessary for the conduct of the services are complete and true.
4. The execution of the terms and conditions herein stated by the Organization including the furnishing of the necessary documents shall not in any way violate any provisions of the law nor contradict morals and public policy.
5. No other instrument is entered into by the Organization that counters this Agreement or prejudice the rights of the parties hereto.
6. [STATE OTHER WARRANTIES OF THE ORGANIZATION].

Article VIII: Term of the Agreement

SECTION 1: This Fundraising Agreement shall commence on [INSERT DATE] which shall be [INSERT NUMBER OF DAYS] following the completion of the requirements, securing of the approval of the government offices and communication by the parties of their assent to the provisions of this Agreement and shall continue until [INSERT DATE] unless earlier terminated by the parties in accordance with the provisions of this Agreement.

SECTION 2: Cancellation of the Agreement.

1. The Organization reserves the right to this Agreement without consequence as to the cost, expenses or liability within fifteen (15) days from the execution of this Agreement through a written notice expressing the desire to cancel the Agreement furnished to the Fundraiser by personal delivery or registered mail.
2. The Fundraiser shall communicate its reply of the said notice of cancellation when requested within five (5) calendar days from receipt. The cancellation of the Agreement shall be given effect after five (5) days from the date of mailing of the reply of the Fundraiser when requested, or five (5) days from the mailing of the notice of cancellation when no such reply is requested.
3. The Organization is liable to pay for compensation for the services rendered by the Fundraiser up to the time the cancellation of the Agreement becomes effective.
4. Funds collected after the cancellation of the Agreement shall be held in trust for the benefit of the Organization. The Fundraiser has the obligation to remit the said funds to the Organization without any deduction as to other cost and expenses.
5. Any representation made by the Fundraiser following the effectivity of the cancellation of the Agreement shall not in any way bind the Organization and shall hold the Fundraiser solely liable for its own acts.
6. Either party has the right to terminate this Agreement in the event that material breach of the provisions of this Agreement has been committed. The said termination shall be given effect five (5) calendar days following the delivery of the written notice of termination stipulating therein the breach made. No reply to the said notice is needed.

SECTION 3: This Agreement shall automatically cease to exist upon fulfillment of the objectives of the Organization. Such fulfillment shall not preclude the parties from performing their respective obligations stated herein nor in exercising the rights under the terms in this Agreement.

Article IX: Amendment

SECTION 1: Any changes in provisions of this Agreement shall not be given effect unless both parties - the Fundraiser and the Organization expressly give their consent thereto in writing. It shall only be given effect when:

1. A legal opinion from a counsel has been sought by the Organization to the check whether the desired change is not violative of the law and not contradictory to morals and public policy.
2. The said modification will not in any way prejudice the rights of the parties, nor those of third parties, nor run in conflict with any existing agreements entered into by either parties.

SECTION 2: Material changes shall not be allowed if it substantially alters the sense of the Agreement or makes it invalid and unenforceable.

SECTION 3: To give effect to the desired modification, the initiating party shall furnish the other party a written document stating therein the old provision and the desired change and deliver the same to the other party by personal service or through a registered mail. The receiving party shall then within a period of five (5) working days communicate its reply to the said proposed changes to the other party using the same mode of delivery.

SECTION 4: Upon receipt of the reply on the proposed modification, such, if approved, shall be effective after the lapse of five (5) days. If the reply is unfavorable to the proposed change, then it shall not be entertained.

Article X: Communication

SECTION 1: Any notices, reports, written instrument or other documents mentioned in this Agreement shall be made in writing, signed and delivered to the parties by personal delivery or registered mail. It shall be addressed to the following:

1. If to the Organization:

[INSERT NAME OF THE DESIGNATED RECIPIENT]

[INSERT NAME OF ORGANIZATION]

[INSERT COMPLETE ADDRESS]

b. If to the Fundraiser:

[INSERT NAME OF THE DESIGNATED RECIPIENT]

[INSERT NAME OF FUNDRAISER]

[INSERT COMPLETE ADDRESS]

SECTION 2: Changes in the address of either party shall be made available to the other party by communicating the same through a written notification. Failure to do so shall be taken against the said party. Delivery of any notices, reports, written instruments, or documents made to the previous address shall still be considered operative.

SECTION 3: The delivery of any notices, reports, written instruments, or other documents to the parties by personal service is deemed to have been delivered as of the date of actual receipt of the other party. For registered mail, the delivery date shall be the date of mailing.

Article XI: Breach of Agreement

SECTION 1: Any material breach of any provisions of this Agreement that would result to irreparable injury to the other party may cause the termination of this Agreement. It shall not in any way free the erring party from any liability which may include payment of indemnity and corresponding damages.

SECTION 2: The offended party may seek for an injunctive relief from a court of competent jurisdiction for the prevention of the continuing breach or threatened breach of any of the provisions of this Agreement.

Article XII: Conflict of Interest

SECTION 1: The Fundraiser and the Organization shall not in any way engage in the same or similar contract with another party or third parties involving the same subject matter which would be prejudicial to the rights and interest of the parties.

SECTION 2: Any violation of this provision shall entitle the other party to indemnity as agreed by the parties in a compromise and corresponding damages for the commission of the said act.

Article XIII: Settlement of Disputes, Governing Law & Arbitration

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

SECTION 2: The erring party shall bear the expenses incurred by the other party in instituting the legal action. In case both parties are in pair delicto, each party shall bear its own expense.

Article XIV: Non-Disclosure and Confidentiality Clause

SECTION 1: The Fundraiser shall not divulge any records or information related to the conduct of the fundraising activities to any other person or third parties without the written consent of the Organization signed by its authorized representative. The said information is not limited to the following:

1. Donors and solicitations made in the conduct of the fundraising activities.
2. Fundraising plans, designs, and campaign materials used in the execution of this Agreement.
3. Financial reports of the expenses incurred as well as those of the funds obtained in the fundraising activities.
4. Other confidential information which may serve the interest of any third party or a competitor that would possibly taint the reputation of the Organization.

SECTION 2: The Fundraiser shall deliver to the Organization all the records and documents obtained by the former in the fulfilment of the objectives of this Agreement. The Fundraiser fully recognizes the confidentiality of the information therein and ownership of the same by the Organization. It shall, however, exclude information disclosed to the public for the conduct of the fundraising activities.

Article XVII: Severability Clause

SECTION 1: In the instance that any provision of this Agreement, or a part, or some parts thereof are found to be invalid and unenforceable, it shall be removed from this Agreement and considered not part thereof. It shall not affect the legality of the entirety of this Agreement.

Article XVIII: Scope of the Agreement

SECTION 1: The parties deliberately assent and declare to have read and fully comprehended the stipulations in this Agreement. The parties acknowledge the validity and existence of this Agreement. Any repudiation of the any provisions shall be construed against the said party.

IN WITNESS WHEREOF, the undersigned have caused the execution of this Fundraising Agreement this [INSERT DATE OF SIGNATURE] at [INSERT PLACE OF EXECUTION].

[INSERT SIGNATURE OF REPRESENTATIVE OF THE FUNDRAISER]

[SPECIFY THE NAME OF THE FUNDRAISER]

[INSERT DATE SIGNED]

[INSERT SIGNATURE OF REPRESENTATIVE OF THE ORGANIZATION]

[SPECIFY THE NAME OF THE ORGANIZATION]

[INSERT DATE SIGNED]