

Fundraising Agreement
Between the
NAME OF SERVICE SITE
U.S. Fish and Wildlife Service
Department of the Interior
AND
NAME OF PARTNER

This Fundraising Agreement (Agreement) is entered into between the **[NAME OF SERVICE SITE]** (Refuge) or (Hatchery) *choose one*, a division of the U.S. Fish & Wildlife Service (Service), an agency of the United States Department of the Interior, and **[NAME OF PARTNER, E.G., FRIENDS GROUP OR OTHER ORGANIZATION]** (Partner).

I. Background

A fundraising agreement is required when a Partner intends to lead a specific fundraising effort on behalf of the Service, with the intent of raising more than \$25,000 net (e.g., capital campaign, endowment).

[Provide the context for the Fundraising Agreement and state the intent of the parties involved. This information provides the overall plan and is helpful to have when interpreting provisions of the agreement. Include the following information:]

- a. Fundraising purpose: *[Describe purpose.]*
- b. Fundraising goal: *[State overall goal of fundraising.]*
- c. Fundraising activities to be conducted by Friends: *[State what types of activities – special event, auction, capital campaign, endowment, etc.]*
- d. Types of donations being sought: *[Funding, goods, and/or services]*
- e. Location where fundraising activities will be conducted: *[On or off Service-managed property, online, etc.]*
- f. Planned accomplishments: *[What amount of funding will be raised, transfer of property to the Service, etc.]*
- g. Brief history of relationship between the Service and Friends: *[Short summary of relationship – please note that additional information is in the Friends Partnership Agreement if the Partner is a Friends group.]*
- h. Explanation of other agreements that may affect the fundraising agreement: *[e.g., reference the term of the Friends Partnership Agreement if the Partner is a Friends group.]*

II. Definitions

- a. Authorized employee - An employee who may accept a particular donation and who is responsible for ensuring that we follow the 374 DM 6 Donations

Guidelines and 212 FW 8 Donations, Fundraising, and Solicitation policy
(<https://www.fws.gov/policy/212fw8.html>).

- b. Donation – A gift of value received by the Service or on behalf of the Service from a non-Federal source without consideration or an exchange of value. We deposit donations of money in a contributed funds account or donations receipt account.
- c. Donation with conditions – A donation that can be used only for a specific purpose, or a donation of land or interest in land that includes restrictions on the type of use or access.
- d. Fundraising – Seeking donations of money, goods, or services, for the benefit of the Service.
- e. Grant – A grant is an award (usually monetary) based on an open competition. The grant provides terms that specify the uses of the award and any required deliverables, such as reports. It is different from a donation with conditions because it requires an application and selection process. Under certain circumstances, a grant application may be considered a solicitation
- f. Non-real property donation – A donation of money, products, services, or personal property.
- g. Phased donation – A donation that is accepted over a period of years. The authorized employee should evaluate and consider the circumstances surrounding the multi-year project/donation and accept or deny it following procedures in 212 FW 8 Donations, Fundraising, and Solicitation sections 8.11 and 8.12.
- h. Solicitation – A request made to a non-Federal entity, group, or individual, that seeks donations to the Department or to the Service in support of our programs and activities.

III. Statutory Authority

- a. Fish and Wildlife Coordination Act ([16 U.S.C. 661 et seq.](#)).
- b. Fish and Wildlife Act of 1956 ([16 U.S.C. 742f.](#))
- c. Partnerships for Wildlife Act ([16 U.S.C. 3741](#)).
- d. Alaska National Interest Lands Conservation Act ([16 U.S.C. 3101](#)).
- e. Migratory Bird Conservation Act, as amended ([16 U.S.C. 715-715r](#)).
- f. National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998, as amended ([P.L. 105-242](#)).
- g. Great Lakes Fisheries Act of 1956 ([16 U.S.C 932](#)).
- h. National Wildlife Refuge System Administration Act of 1966 ([16 U.S.C. 668dd\(b\) \(2\)](#)).

IV. Responsibilities and Understandings of the Parties

- a. The Service and the Partner jointly agree to the following:

- i. Fundraising objectives: *[List of specific and measurable objectives.]*
- ii. Fundraising timeframe: *[Describe the timeline or schedule for fundraising to be conducted.]*
- iii. Review prospective donors prior to seeking donations: *[Describe how prospective donors will be reviewed.]*
- iv. Contingency plan: *[Describe how cost overruns or other unforeseen circumstances will be handled.]*
- v. Dissolution of assets: *[Describe what will happen to donations that have already been accepted in the event that fundraising goals are not achieved.]*
- vi. Reporting: *[Describe frequency of reporting and format of reports.]*
- vii. Recognition: [Describe how donors will be recognized on Service property, including memorials, monuments, names, etc. Ensure compliance with the Service Naming policy 040 FW 2]

b. The Service agrees to:

- i. Designate an authorized employee or point of contact that will oversee the fundraising agreement and efforts conducted by Friends on behalf of the Service. See key official listed in Section IX.
- ii. Describe the role that Service employees may have in the fundraising campaign.
- iii. Assure authorized employee will approve, in writing, all printed and other informational and fundraising materials before they are distributed or communicated to the public.
- iv. Prohibit actions that imply that we endorse the business, products, or services of prospective donors.
- v. Retain discretion to decline any particular donation, especially if there are binding conditions on the donation that are inconsistent with our mission or require activities that circumvent Government regulations or ethics rules.
- vi. Review proposed donations to ensure they meet Service needs, requirements, and specifications.
- vii. Recognize contributions - *[describe how contributions will be recognized by the Service (e.g., letter of acceptance and appreciation, news release, public event, certificate/acknowledgement plaque, etc.)]*
- viii. Maintain impartiality and appearance of impartiality of the Department, the Service, and its employees.
- ix. Do nothing in carrying out this agreement that negatively affects public confidence in the Department, the Service, its programs, and its employees.

- c. The Partner organization agrees to:
 - i. Designate a point of contact for the non-Federal entity. See key official listed in Section IX.
 - ii. Conduct themselves in a manner that does not reflect negatively on the integrity and impartiality of the Department and the Service and public confidence in the Department's and Service's programs and personnel.
 - iii. Seek donations for the benefit of the Service: *[Describe type of donations – e.g., funds, goods, services].*
 - iv. Develop a system for accountability. *[Describe how all funds, goods, and services will be accounted for.]*
 - v. Secure investments – See Section V. Endowments and Investment Accounts.
 - vi. Complete [DI 3680 Donor Certification Form](#).
 - vii. Not conduct games of chance, including 50-50, bingo, raffles, door prizes for a fee, or other gambling activities on Service-managed property. because they are gambling activities (see 50 CFR 27.85 at <https://www.govinfo.gov/app/details/CFR-1997-title50-vol1/CFR-1997-title50-vol1-sec27-85>).

V. Endowments and Investment Accounts

[An endowment is usually a long-term financial instrument established to produce an income stream. The base amount in the endowment is generally not expended, and a portion of annual earnings remains in the endowment account allowing it to grow at a pace that is generally equal to inflation. The remainder of earnings may be expended on projects and programs.]

[An investment account is a financial instrument established to produce income, but is usually more flexible than an endowment with regard to the expenditure of funds.]

Key Endowment and Investment Account Provisions

- a. The partner must establish, manage, and administer *[insert account type(s)]* according to a professionally prepared Statement of Investment Policy (Investment Policy) that conforms to applicable legal requirements and ethical standards for nonprofit organizations. The Investment Policy must be generated by the partner and must be updated by the partner as necessary.
- b. Prior to a mutually agreed upon annual date, the Service and the Partner must jointly develop and enter into a written budget agreement governing expenditure of account funds deemed available for expenditure by the partner in the coming year.

VI. Property Utilization

Use of Service property will be defined in this section (or if applicable, in a Friends Supplemental Partnership Agreement, 633 FW 3, Exhibit 2). *[If property utilization will be any different than what is stated in the Friends Partnership Agreement, it should be defined here.]*

VII. Terms of the Fundraising Agreement

[Describe the time frame and terms of the Fundraising Agreement and how often the agreement may be renewed]. [If the fundraising agreement is with a Friends organization and is an attachment to the Friends Partnership Agreement, it will be effective for the life of the project or up to 5 years when signed by all parties. It can be renewed for additional periods if agreed to by the parties prior to expiration.]

VIII. Termination and Expiration

Either party may terminate this Fundraising Agreement by providing 30-day written notice to the other party, any time prior to the execution of a contract. Once a contract is executed, both parties are obligated to continue in this Agreement until the project element is completed.

IX. Key Officials

[Key officials for both parties play an important role in ensuring proper implementation of Fundraising Agreements. Therefore, consideration should be given to whether the Key Officials have the time and expertise necessary to discharge their responsibilities over the full term of the agreement.]

For the Service:

Name:

Title:

Address

City, State, Zip:

Phone:

Email:

For the Partner:

Name:

Title:

Address:

City, State, Zip:

Phone:

Email:

X. Insurance and Liability

U.S. Fish and Wildlife Service will not be liable for any omissions or inadequacies of any insurance coverage and amounts in the event that insurance purchased by the Partner is inadequate or otherwise insufficient for any reason.

XI. Financial Management

The Partner must maintain accounting records under a system of accounts and financial controls that is consistent with generally accepted accounting principles for non-profit organizations, if applicable.

XII. Required Miscellaneous Clauses

Public Information Release

The Partner must obtain prior Government approval from the Service for any public information release which refers to the Service or an employee (by name or title), or to this agreement. The specific text, layout, photographs, logos, etc. of the proposed release must be submitted with the request for approval.

Promotion

The Partner shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the organization represents. No release of information relating to this agreement may state or imply that the Service/Government approves of the Partner's work product or considers its work product to be superior to other products or services.

XIII. Signatures

Officer for the U.S. Fish and Wildlife Service

Name

Title:

Service Site:

Address:

City, State, Zip:

Phone:

Email:

Officer for the Partner

Name

Title:

Partner Organization:

Address:

City, State, Zip:

Phone:

Email:

The parties below have caused this agreement to be executed by their respective duly authorized representatives.

Sign: _____ Date: _____

Director, Regional Director or Designee *[as described in 212 FW 8.7]*

U.S. Fish and Wildlife Service

Sign: _____ Date: _____

Project Leader/Refuge Manager

[Site Name]

U.S. Fish and Wildlife Service

Sign: _____ Date: _____

President/Executive Director

[Partner Organization]