



Agency Agreement - 2018

Date: \_\_\_\_\_

Between Kids Up Front Foundation (Ottawa)
601 Bank Street
Ottawa, ON K1S 3T4

And Agency Name: \_\_\_\_\_ (the "Agency")

Address: \_\_\_\_\_

Postal Code \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Extension \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Social Media Contact Information: Facebook page: \_\_\_\_\_

Twitter Handle: \_\_\_\_\_

Is your agency a registered charity? CRA number: \_\_\_\_\_

If not a registered charity, is your organization:

[ ] a subsidiary of a charity: \_\_\_\_\_

[ ] a non-profit society: \_\_\_\_\_

[ ] a school or government agency: \_\_\_\_\_

[ ] other: \_\_\_\_\_

Authorized representative (i.e. Executive Director or Principal): \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Ticket Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

The Program

Kids Up Front Foundation ("Kids Up Front") obtains, and makes available entertainment, educational and recreational opportunities (the "Opportunities") to child-serving agencies that have entered into an agency agreement with Kids Up Front. Child serving agencies that are eligible for the Opportunities include those registered with Canada Customs & Revenue Agency, non-profit societies, schools or government organizations, and other organizations ("Qualified Agencies"). Qualified Agencies are permitted to distribute the Opportunities to clients who are under 18 years of age, only, and their families/guardians ("Qualified Recipients").

Kids Up Front reports to Canada Revenue Agency the value of all tickets given to Qualified Agencies.



## Representations and Warranties

Agency represents and warrants that it is a Qualified Agency, in good standing under the laws under which it is constituted, if applicable, not subject to any litigation or other claims and has all necessary power, authority and capacity to enter, and carry out its obligations under, the Agency Agreement. Agency agrees to abide by the terms and conditions of the Agency Agreement and the Agency Agreement Guidelines attached to the Agency Agreement.

Agency will ensure that Kids Up Front is immediately notified in writing of any change in Agency contact particulars provided above and that all of Agency's representatives involved with receiving and distributing the Opportunities are informed as to the obligations of Agency under the Agency Agreement.

## Acknowledgement

Agency and its representatives will request acknowledgements from the recipients of Opportunities.

## Consents & Privacy

Agency acknowledges and agrees that it is responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of any and all personal information acquired by, used by or disclosed to Agency pursuant to or in connection with the Agency Agreement and the performance of Agency's obligations under the Agency Agreement, including but not limited to the Personal Information Protection and Electronic Documents Act ("PIPEDA") (the "Privacy Laws").

In addition, Agency has the following obligations:

1. Agency shall only collect, use or disclose personal information pursuant to or in connection with the Agency Agreement that is necessary for the performance of Agency's obligations, or the exercise of Agency's rights, under the Agency Agreement.
2. Agency will require a consent, in a form acceptable to or provided by Kids Up Front, to be signed by the parent or guardian of any Opportunity recipient whose personal information is gathered or whose photograph may be taken in relation to an event, and shall provide the signed consent to Kids Up Front prior to the Opportunity. Among other things, the consent will provide consent for Kids Up Front to use the information and photograph for marketing purposes.
3. Any personal information collected pursuant to the Agency Agreement must not be retained by Agency any longer than necessary to perform Agency's obligations under the Agency Agreement.
4. Agency is responsible for implementing technical and organizational security measures to manage the risks associated with storing, collecting, using or disclosing any personal information pursuant to the Agency Agreement, including security measures to address the risks presented by unauthorized access, collection, use, disclosure, copying, modification, destruction, or disposal of personal information.
5. Unless Kids Up Front otherwise directs in writing, Agency may not subcontract services relating to the Agency Agreement, if those services relate to the collection or creation of personal information by Agency on behalf of Kids Up Front. A proposal from Agency to subcontract with a service provider outside Canada must include information about the countries in which the subcontractor operates.
6. In the event that Agency becomes aware of a security breach relating to the personal information collected, used, disclosed or stored by Agency under the Agency Agreement, Agency must immediately notify Kids Up Front of the



breach. Agency must provide information about the breach as required by Kids up Front in order to allow Kids Up Front to comply with its obligations under Privacy Laws.

7. If for any reason Agency does not comply, or anticipates that it will be unable to comply, with a provision in this Section in any respect, Agency must promptly notify Kids Up Front of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.
8. Agency shall indemnify and hold harmless, Kids Up Front and its employees, directors, officers and agents in respect of any claim, demand, cause of action, damage, loss, cost, liability or expense that Kids Up Front suffers resulting directly or indirectly from a breach by Agency or any sub-contractors that it retains of the privacy compliance provisions in this Section.

The obligations of Agency in this Section will survive the termination of the Agency Agreement.

## Opportunity Use

Agency will accept an Opportunity from Kids Up Front **only** if and when Agency has confirmed that a Qualified Recipient will use the Opportunity. Agency may not give an Opportunity to anyone other than the intended Qualified Recipient. Opportunities are not to be used by Agency's staff or volunteers unless they are acting as chaperones for a Qualified Recipient. An Opportunity or a ticket or pass for an Opportunity may not be disposed of or used for any purpose other than as authorized under the Agency Agreement. Kids Up Front may immediately terminate the Agency Agreement if any terms or conditions with respect to use of Opportunities are breached.

## Liability

**Limit on Liability:** Agency agrees that each of Kids Up Front and Kids Up Front's employees, officers, directors and agents (each an "**Indemnified Party**") will not be liable for damage, whether foreseeable or not, to any person or property arising out of or in connection with the contribution by Kids Up Front of an Opportunity, including any damage caused during transportation to or from the Opportunity, unless caused by the willful misconduct or gross negligence of the Indemnified Party.

**Indemnification:** Agency shall indemnify and hold harmless any Indemnified Party in respect of any claim, demand, cause of action, damage, loss, cost, liability or expense which may be made or brought against an Indemnified Party or which it may suffer or incur directly or indirectly as a result of, in respect of or in connection with the contribution by Kids Up Front to Agency of an Opportunity, unless caused by the willful misconduct or gross negligence of the Indemnified Party.

**Insurance Certificate:** Agency will provide to Kids Up Front a copy of its current insurance certificate and, on any change in insurance coverage or request by Kids Up Front, will immediately provide Kids Up Front with notice of any change and a copy of any amended insurance certificate.

## General

The Agency Agreement may be terminated at any time by either party by providing written notice. Agency will immediately return to Kids Up Front any undistributed Opportunities, or tickets or passes to Opportunities.

The Agency Agreement will be governed by and construed in accordance with the laws of the Province of (Ontario) and the laws of Canada applicable therein.

Nothing in the Agency Agreement will be construed to imply a partnership or joint venture relationship or to constitute the parties as partners or agents of one another with respect to the matters raised and covered under the Agency Agreement.



Kids Up Front Foundation (Ottawa)

\_\_\_\_\_  
Evan Patterson, Kids Up Front Ottawa  
Date: \_\_\_\_\_

Name of Agency \_\_\_\_\_

\_\_\_\_\_  
Executive Director or authorized representative  
Date: \_\_\_\_\_





## Agency Agreement Guidelines

The purpose of the relationship between Kids Up Front and Agency is to facilitate Opportunities reaching children under the age of 18 who could benefit from them.

### Kids Up Front will:

- Seek out, create and/or solicit funds for Opportunities and provide them to Qualified Agencies for distribution to Qualified Recipients, and work with Qualified Agencies to provide a fair distribution of Opportunities.
- For Canada Revenue Agency purposes, Kids Up Front must report ticket values as gifts to Qualified Agencies that are registered as charitable organizations with the Canada Revenue Agency.
- Not fund additional costs associated with Opportunities but will notify Agency of such costs, if known.
- Coordinate and meet with Agency representatives, as necessary, to strengthen the relationship with Agency, to meet Qualified Recipients' needs, and to outline the goals of the Kids Up Front programs.
- Communicate with Agency to review the Agency Agreement and conduct audits on Opportunity use.
- On the approval of the donor, offer Opportunities to the staff or volunteers of Qualified Agencies for personal use.
- Communicate with donors to strengthen relationships and provide acknowledgements from recipients.

### Agency will:

- Coordinate the selection and distribution of Opportunities and when necessary transportation and chaperones.
- Encourage open communication with recipients to enable successful attendance.
- Inform the recipient in a clear and timely fashion:
  - regarding restrictions on the use and disposition of Opportunities and consequences of non-compliance;
  - that consumption of drugs or alcohol is not permitted prior to, during or immediately following an Opportunity;
  - that any tickets or passes for Opportunities that will not be used by the recipient must be returned as soon as possible and prior to the event;
  - the value of the Opportunities and that the selection of the recipient means others were unable to attend;
  - the request for acknowledgements or "thank you" messages; and
  - that Kids Up Front coordinated the Opportunity for the purpose of providing them with a personal, positive experience.
- Follow up with recipients immediately following the Opportunity, ascertain whether the recipient attended or had any concerns, and encourage and collect acknowledgements. The acknowledgements will preferably be addressed to the donors, including those listed as "Friends of Kids Up Front", and will be mailed in c/o Kids Up Front, and will indicate the name of the event and date.
- If the recipients were unable to use the tickets, contact Kids Up Front immediately to provide explanation. (Donors often sit beside the seats they have donated and will call with their concern.) Kids Up Front's policy dictates a proactive approach to minimize the risk of losing future tickets from that donor.
- Coordinate by the stated deadlines any requested consents, waivers and additional information.
- Communicate to Kids Up Front any issues that may arise that could jeopardize the intended outcomes, e.g. Opportunities were not used, recipient was injured, entertainment was inappropriate, recipients were not well received or recipients demonstrated unacceptable behavior.
- Return any tickets (even last minute) that the agency will not use. (Others may be on a waiting list.) *Note: Kids Up Front's offices are not open on the weekend.*

For more information about Kids Up Front programs, please visit [www.kidsupfrontOttawa.com](http://www.kidsupfrontOttawa.com) or contact the Executive Director.



**Agency Program Description**

1. Please explain the services your Agency provides: (Please feel free to attach additional promotional information.)

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2. Please explain how Kids Up Front’s mandate will enhance your agency’s programs:

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3. How many children do you serve in these categories? 0 – 6 years \_\_\_\_\_ 7 – 12 years \_\_\_\_\_ 13 – 18 years \_\_\_\_\_

4. How many children under 18 do you serve total: \_\_\_\_\_

5. Is your agency involved with, or a branch of, other agencies with similar programs? (If yes, please explain)

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6. Can your agency handle last minute tickets? \_\_\_\_\_ Yes \_\_\_\_\_ No. If not, please indicate lead time required:

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7. Can a two-way website link be created? \_\_\_\_\_ Yes \_\_\_\_\_ No.

If yes, your website address: www. \_\_\_\_\_ Kids Up Front: [www.kidsupfrontOttawa.com](http://www.kidsupfrontOttawa.com)

8. Is your agency engaged with Social Media Sites; such as Twitter, Facebook, or Linked-In? \_\_\_\_\_ Yes \_\_\_\_\_ No

9. Have you read and do you understand the attached agreement and guidelines? \_\_\_\_\_ Yes \_\_\_\_\_ No

10. Have you included a **copy** of your current insurance certificate? \_\_\_\_\_ Yes \_\_\_\_\_ No

**Agency Representative: (print name)** \_\_\_\_\_

**Agency representative’s signature:** \_\_\_\_\_

**Agency Executive Director (print name)** \_\_\_\_\_

**Executive Director or authorized representative’s signature:** \_\_\_\_\_

