



## FUND AGREEMENT

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

Fund Name: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Title/Relation: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact Person: \_\_\_\_\_

Title/Relation: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Describe your reason for wanting to start a FOUNDING HOPE Fund.

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## FUNDRAISING TERMS OF USE

We sincerely thank you for your interest in supporting the American Childhood Cancer Organization (ACCO). All ACCO's logos and marks are the property of the American Childhood Cancer Organization. Companies, organizations, or individuals who are interested in fundraising for ACCO and using the ACCO logo must read and sign the following guidelines. This form must be completed prior to initiation of any formal fundraising event or activity that intends to use ACCO's logo or other marks. Please feel free to contact us at: 800-366-2226 or [rhoffman@acco.org](mailto:rhoffman@acco.org) if you have any questions.

### Introduction

The American Childhood Cancer Organization (ACCO) was founded in 1970. Our mission is to provide information and support for children and adolescents with cancer and their families, to provide grassroots leadership through advocacy and awareness, and to support research leading to a cure for all children diagnosed with this life-threatening disease. As the leading grassroots organization providing programs and services to children and adolescents with cancer and their families, we rely on the willingness of many individuals and organizations to initiate fundraising events and activities to raise money on our behalf.

ACCO deeply appreciates the commitment and investment of time and financial resources required for successful fundraising initiatives. This document serves to assist with a clear understanding of expectations for the use of our registered trademarks by such initiatives.

### Use of ACCO Trademarks

ACCO hereby grants \_\_\_\_\_, a FOUNDING HOPE Fund, a non-exclusive, nontransferable royalty-free license for the term of this agreement to use the ACCO Marks in connection with the Fund's efforts to increase the financial resources of and to support the programs and services of ACCO. This license is not intended to convey any right, title or interest in the ACCO Marks to the FOUNDING HOPE Fund except the right of non-exclusive use of the ACCO Marks in accordance with the terms hereof. Any rights not expressly granted in this Agreement are expressly reserved to ACCO. All use by the FOUNDING HOPE Fund of the ACCO Marks and any goodwill developed thereby will inure to the benefit of ACCO.

1. The use of any logos and marks are solely for the purpose of fundraising for ACCO, and are not to be used for commercial purposes or any other purposes.
2. All fundraising materials must clearly state that the fundraiser is "in benefit of" or "for the benefit of" American Childhood Cancer Organization and must not imply or suggest any further involvement of ACCO.
3. The ACCO logo and marks will be used in its entirety and will not be altered or modified in any manner.
4. No copies or reproductions will be made of the ACCO logo and marks for anyone else. No-one may transfer, assign, sell, reproduce, distribute, or otherwise exploit the logo or registered marks.



5. Copy and subsequent use of any photo/graphics of children, regardless of whether they have cancer or not, on our website or other materials is NOT allowed without prior written permission. Photos are released to ACCO with exclusive written permission and may not be reproduced and used in any manner or capacity without our consent.
6. The ACCO name and/or logo will be portrayed and displayed in a positive manner and will not be used in a way that adversely affects and/or portrays in a false, misleading, offensive, or derogatory manner ACCO, its services, or programs.
7. The ACCO name and/or logo will NOT be displayed in a manner that suggests that ACCO endorses, approves of, is sponsored by, or recommends any product or service, or is affiliated with any organization or entity without the express prior written approval of ACCO.
8. The ACCO name and/or logo will NOT appear on any material, media, website, or advertising which:
  - Advertises or promotes the use of drugs or alcohol;
  - Is obscene, pornographic, violent, intolerant, tasteless, denigrating, or sexually oriented;
  - Disparages ACCO's services, programs, or mission.

ACCO reserves the right to approve and disapprove of any and all fundraising and publicity materials produced that feature our name and/or logo. Examples of ALL materials that will use the ACCO logo and marks must be provided to ACCO before use.

9. ACCO is not responsible for any loss, damage, liability, or expense that may result from your use of our logo or that may accompany the planning or hosting of a benefit in our honor.

### **Responsibilities of ACCO**

1. ACCO will establish a website landing page for the FOUNDING HOPE Fund by providing the appropriate domain and by creating all navigation and content related to the Fund's purposes.
2. ACCO will create aliases for the FOUNDING HOPE Fund email and will provide management capabilities for the Fund's representatives.
3. ACCO will create and maintain online merchant services and a custom donation page for the Fund and will provide access to fundraising tools including, but not limited to, Stay Classy Platform, Tee Spring campaigns, etc.
4. ACCO will provide template fundraising letters, donation return forms, and template thank you letters.
5. ACCO will provide all tax receipts to donors and sponsors of the FOUNDING HOPE Fund in accordance with IRS regulations and responsible nonprofit donor management practices.



6. ACCO will provide the FOUNDING HOPE Fund's designated contacts with total funds raised and with the names of donors, but ACCO will not, under any circumstances, release donor names in conjunction with their respective donation amounts.
7. ACCO will provide the Fund's contacts with information regarding opportunities to restrict donations for ACCO programs and services.

### **Responsibilities of FOUNDING HOPE Fund Contacts**

1. Fund Contacts agree to release all photos, videos, testimonials, and other media used in its activities to ACCO for use in promotion of the FOUNDING HOPE for kids with cancer Program and its impact for the organization.
2. Fund Contacts agree to forward all donations raised to ACCO as soon as possible after they are collected and in accordance with the "Donation Return Procedures" below.
3. Fund Contacts agree to provide ACCO with the most recent information regarding the Fund's contact information, active status and/or completion date, and donation restrictions.

### **Donation Return Procedures**

1. All checks must be payable to "American Childhood Cancer Organization" with the Fund's Name in the memo line.
2. Please do not send cash. Convert any cash to a money order or cashier's check- we discourage converting cash donations to a personal check.
3. Send donations with appropriate forms to:

American Childhood Cancer Organization  
FOUNDING HOPE  
10920 Connecticut Avenue, Suite A  
Kensington, MD 20895

### **Appropriation of Funds**

1. All fundraising material must clearly state that the proceeds will go to the American Childhood Cancer Organization's for childhood cancer programs and services.
2. Each FOUNDING HOPE Fund may allocate the money raised for specific programs and services. All efforts will be made by ACCO to accommodate desired programs and services, within reasonable expectations and based on funds raised.
3. Fund contacts will have the opportunity to discuss their vision including new programming to provide support for children with cancer and their families as well as research efforts at specific children's hospitals with ACCO as requested.



By signing below, you agree to the terms and conditions, and warrant that your participation in the FOUNDING HOPE for Kids with Cancer Program will be in accordance with these terms and conditions. Thank you for your support of children with cancer and their families.

...because kids can't fight cancer alone!®

**Acceptance of Above Terms of Use by Fund Contact(s)**

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Acceptance of Above Terms of Use by ACCO**

**Name, Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_