

DONOR AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 20____.

BETWEEN:

- (hereinafter referred to as the “Donor”)
- and -

CANADA 20/20 CORPORATION, a not-for-profit corporation existing under the laws of Canada, having an office in Ottawa, Ontario (hereinafter referred to as “Canada 20/20”)

WHEREAS the Donor wishes to give \$● to Canada 20/20 as a contribution towards ● **[describe the purpose of the contribution]** and Canada 20/20 is prepared to accept the Donor’s contribution on the terms and conditions set out below;

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this agreement as amended from time to time.
- (b) “**Contribution**” has the meaning set out in Section 2.
- (c) “**Purpose**” has the meaning set out in Section 3.
- (d) “**Representatives**” has the meaning set out in Section 5.

2. Contribution

The Donor agrees to contribute, or cause to be or cause to be contributed, to Canada 20/20 an aggregate sum of \$● (the “**Contribution**”).

The Donor will make the Contribution to Canada 20/20 **[in a single installment on [date]]/[in multiple installments over a period of [period] according to the following schedule:]**

Date	Payment	Description
●	●	●

3. Purpose

Canada 20/20 agrees that the Contribution is for the purpose of ● **[description of the purpose for the Contribution]** (the “**Purpose**”). By accepting the Contribution, Canada 20/20 agrees to use the Contribution strictly for the Purpose and for no other purpose, except as the Donor may otherwise approve in writing.

4. Records

Canada 20/20 agrees that it will maintain records of receipts, disbursements and expenditures related to

the use of the Contribution for the Purpose and any other approved purposes for a period of ● years from the date hereof and will make such records available to the Donor upon reasonable written request of the Donor.

5. Reason for Contribution

The parties acknowledge and agree that the Donor is making the Contribution solely to support Canada 20/20 in furtherance of the Purpose and the Contribution is not intended, directly or indirectly, as a means to gain access to, or obtain an audience with, any speaker, attendee or any other person at or connected with any program or event hosted or arranged by or on behalf of Canada 20/20. Canada 20/20 represents and warrants that Canada 20/20 and, to its knowledge, Canada 20/20's members, directors, officers, employees or any agent, representative, subcontractor or other third party acting for or on Canada 20/20's behalf (collectively, "**Representatives**"), shall not, directly or indirectly, offer, pay, promise to pay, or authorize such offer, promise or payment, of anything of value, to any individual or entity for the purposes of obtaining or retaining any business or any improper advantage in connection with this Agreement, or that would otherwise violate any applicable laws, rules and regulations concerning or relating to public or commercial bribery or corruption.

6. Use of Name, Logos and Trademarks

Canada 20/20 shall have the right to use, copy and publish the Donor's name, trademark and/or logo in applicable event signs and promotional materials, in its own publications and on its website for the purposes of recognizing the Donor for the Contribution, but Canada 20/20 shall otherwise not mention the Donor or use the Donor's name or any trademark, logo or any other distinctive signs belonging to the Donor in any statements or public announcements without the Donor's prior written consent.

The Donor shall not mention Canada 20/20 or use Canada 20/20's name or any trademark, logo or any other distinctive signs belonging to Canada 20/20 in any statements or public announcements without Canada 20/20's prior written consent.

7. Miscellaneous

This Agreement is binding upon the parties. Neither party may assign all or part of this Agreement without the prior written consent of the other. No amendment to or waiver of obligation within this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties.

8. Monetary References

All monetary references in this Agreement are in Canadian dollars.

9. Governing Law and Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of Ontario.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties as of the date first written above.

[If Donor is a corporation]

[NAME OF DONOR]

By:

Name: _____

Title:

[If Donor is an individual]

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Witness:

[Name of Donor]

CANADA 20/20 CORPORATION

By:

Name: _____

Title: