**Safe Kids Day 2014**

**Memorandum of Understanding**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 201\_\_ (the “Effective Date”) by and between Safe Kids Worldwide and Safe Kids \_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS**, Safe Kids Worldwide is creating “Safe Kids Day”, an annual fundraising and awareness campaign designed to keep kids safe from preventable injuries, which are the #1 killer of kids in the United States;

**WHEREAS**, Safe Kids Worldwide will be working at the local, national and global levels to promote child injury prevention and motivate families in communities everywhere to join Safe Kids Worldwide in keeping kids safe;

**WHEREAS**, the “Safe Kids Day” campaign will officially launch in March 2014, and “Safe Kids Day” will be celebrated at the national level on April 5 and April 12, 2014 (“Safe Kids Day 2014”); and

**WHEREAS**, Safe Kids \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_desires to participate in Safe Kids Day 2014, and Safe Kids Worldwide desires to have Safe Kids \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ participate in Safe Kids Day 2014.

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

1. **SAFE KIDS \_\_\_\_\_\_\_\_\_\_\_\_\_\_ RESPONSIBILITIES**

By agreeing to participate in Safe Kids Day 2014, during the Term (as defined below) of this MOU, Safe Kids \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will:

1. Setup a fundraising page on the Safe Kids Day website created by Safe Kids Worldwide (if allowed by lead agency).
2. Designate a Safe Kids Day primary contact who will be responsible for implementing the awareness and fundraising activities in our community.
3. Participate in a mandatory one-hour webinar training, “Safe Kids Day 101,” which will provide a basic overview of activating Safe Kids Day in your community. Additional trainings on fundraising, marketing and event planning will also be offered but participation in those trainings is voluntary.
4. Promote Safe Kids Day 2014 via our local events, our community partners, and via available outreach channels (web, social media, traditional media).
5. Agree to the distribution of funds raised, as further detailed below.
6. Send log of all offline donations (cash and checks received from individuals) to Safe Kids Worldwide by May 31, 2014.
7. If my coalition chooses to host a Safe Kids Day event in April 2014, we will follow the guidelines set forth by Safe Kids Worldwide with regard to event branding and promotion, and register the event with Safe Kids Worldwide.
8. If my coalition chooses to promote Safe Kids Day 2014 via traditional and social media, we will follow the guidelines set forth by Safe Kids Worldwide with regard to messaging and branding.
9. Indemnify and hold harmless Safe Kids Worldwide, it affiliates, officers, directors, employees and agents from and against any and all liabilities arising from its obligations hereunder and from its negligence in the performance hereunder.
10. **SAFE KIDS WORLDWIDE RESPONSIBILITIES**

**During the Term of this MOU, Safe Kids Worldwide will:**

1. Create the infrastructure and operations to launch and manage Safe Kids Day 2014, a global annual fundraising and awareness initiative to support the cause of child safety.
2. Establish an online platform for managing all fundraising efforts for Safe Kids Day 2014, Safe Kids Worldwide and individual coalitions.
3. Develop marketing messaging and materials to support Safe Kids Day promotion.
4. Provide a comprehensive Safe Kids Day Handbook for Coalitions, including guides for online fundraising campaigns, recruiting volunteers, examples of local sponsorship packages, marketing local efforts and hosting an event on Safe Kids Day 2014.
5. Conduct a series of free webinars and trainings related to Safe Kids Day 2014, including a webinar on how to use the fundraising website.
6. Provide ongoing support on use of the online fundraising platform and service support.
7. Secure national sponsors for Safe Kids Day 2014 to help offset costs associated with operations and infrastructure of the campaign.
8. Track, handle and account for funds raised through online donations.
9. Issue a check to the coalition for eighty percent (80%) of funds raised from individuals by the coalition’s online fundraising efforts by June 30, 2014.
10. **TERM AND TERMINATION**

This MOU shall be effective from the Effective Date through June 30, 2014 (the “Term”). This MOU may be renewed by mutual written agreement of the parties. Either party may terminate this MOU, with or without cause, upon thirty (30) days prior written notice to the other party.

1. **DISTRIBUTION OF FUNDS**

Safe Kids \_\_\_\_\_\_\_\_\_\_\_\_\_ and Safe Kids Worldwide hereby agree to distribute the funds raised in connection with Safe Kids Day 2014 as follows:

1. **Donations from Individuals:** Eighty percent (80%) of each individual donation raised by each coalition will be used to support local injury prevention programs. The other twenty percent (20%) will be utilized by Safe Kids Worldwide to develop new national programs to educate parents and caregivers and protect children.
2. **Donations from Local Sponsors or Matching Grants**: One hundred percent (100%) of local sponsorship donations or matching grants raised by the coalition will stay local. Safe Kids Worldwide requests all sponsor donations and matching grants to be recorded on the fundraising website so they can be included in the official results; however, these donations or matching grants can be made by check to the coalition and should not be sent to Safe Kids Worldwide.
3. **Donations from National Sponsors:** One hundred percent (100%) of national sponsorship donations received will be put to use by Safe Kids Worldwide to cover the costs associated with creating the infrastructure and operations to support Safe Kids Day 2013.
4. **MISCELLANEOUS**
5. **Compliance with Law.** Both parties shall comply with all applicable federal, state and local laws, statutes, codes, regulations, rules, ordinances, orders and other public requirements now or hereafter in effect pertaining to this MOU.
6. **Notices and Contact Person.** Any notice, demand, offer, communications or other written instruments required or permitted to be given pursuant to this MOU shall be in writing signed by the party giving such notice and shall be hand delivered or sent by certified letter, facsimile, or reputable overnight courier to the other party at such address as set forth below:

If to Safe Kids Worldwide:Safe Kids Worldwide

1301 Pennsylvania Ave., NW

Suite 1000

Washington, DC 20004

Attn: Alana Juteau

Email: [ajuteau@safekids.org](mailto:ajuteau@safekids.org)

Facsimile: (202) 393-2072

If to Safe Kids \_\_\_\_\_\_\_\_\_\_: Safe Kids \_\_\_\_\_\_\_\_\_\_

[INSERT ADDRESS]

[INSERT ADDRESS]

Attn:

Email:

Facsimile:

The effective date of notice issued pursuant to this MOU shall be three (3) days after deposit in the U.S. First-Class Mail, one (1) day after delivery to an overnight courier service, or on the day of delivery if by hand or facsimile provided there is confirmation of receipt. Each party shall have the right to change the place to which notice shall be sent or delivered by similar notice sent to the other party.

**Safe Kids Day 2014  
Memorandum of Understanding   
Signature Page**

By signing below Safe Kids and Safe Kids Worldwide agree to participate in Safe Kids Day 2014 as outlined above.

**Safe Kids**  **Safe Kids Worldwide**

*Coordinator Signature Signature*

*Coordinator Name Name*

*Coordinator Email Date*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Date*

**Safe Kids Day Lead**

Safe Kids Worldwide strongly recommends that each coalition name an official lead for Safe Kids Day *other than the coalition coordinator*. We would like to include these leads in communications and webinars.

Name:

Organization:

Title:

Address:

Phone/Email:

Please review the terms and conditions of the Safe Kids Day 2013 MOU, execute the MOU (including required signatures), and either scan to [SKD@safekids.org](mailto:SKD@safekids.org) or fax to the attention of Alana Juteau at 202.393.2072 at by December 1, 2013.