

## MEMORANDUM OF UNDERSTANDING

Between

TORONTO LIVE FOUNDATION

A charitable foundation incorporated pursuant to the laws of Ontario

and

TO LIVE

An agency of the City of Toronto

1 Front Street East

Toronto, Ontario

This Memorandum of Understanding sets out the relationship, roles and responsibilities of the Toronto Live Foundation ("Foundation") and TO Live.

### **Mandates:**

#### **Toronto Live Foundation**

The Foundation's roles and responsibilities are as outlined in the Objects of the Corporation set out in its Letters Patent. The objects are:

i. To receive and maintain a fund to make grants to TO Live, or its successor, so long as it remains a qualified donee under the Income Tax Act (Canada).

ii. To undertake activities ancillary and incidental to the attainment of the above charitable purposes.

#### **TO Live**

TO Live is established as a City board and agency of the City of Toronto, pursuant to the *City of Toronto Act, 2006* and Toronto Municipal Code Chapter 23, Civic Theatres, and is a registered charitable organisation under the Income Tax Act and is a qualified donee;

TO Live, in accordance with its delegated authority from City Council as set out in City of Toronto Municipal Code Chapter 23, Civic Theatres, is to act on behalf of City Council for the purposes of occupation, management and control of the City's three civic theatres, Meridian Hall, Meridian Arts Centre and the St. Lawrence Centre for the Arts, to provide quality performance and event facilities and to promote the contribution to the artistic, cultural and social vitality of Toronto and its communities.

### **Role of the Foundation and Fundraising Responsibilities:**

- The Foundation is incorporated and registered as a charitable organization under the Income Tax Act and is a qualified donee;
- The Foundation agrees to seek funding on behalf of TO Live towards TO Live funding priorities as identified by TO Live in its sole discretion.
- The Foundation is independent from TO Live and the City of Toronto and will normally be represented by TO Live on matters of relevant interest. This arrangement does not preclude direct communication between the Foundation and the City when warranted.

The role of the Foundation is to secure philanthropic donations for the purpose of providing grants to TO Live. This role is consistent with legislation and City financial policy governing fundraising and disposition of funds.

The Foundation may support the identification of potential sponsorship opportunities, provided that TO Live shall clarify how its sponsorship program will be administered in partnership with the Foundation to ensure that funds derived from sponsorships would be administered within the accounts of the TO Live Board in accordance with its Sponsorship Policy and City of Toronto financial policy.

The Foundation is responsible for, and undertakes, the following fundraising activities on behalf of TO Live as set out in this section.

Fundraising by the Foundation includes seeking the following, including the investment of any funds, for the purposes of TO Live:

- Cash donations;
- Grants
- Gifts and gifts-in kind;
- Bequests;
- Endowments; and
- Donor membership programs.

However, TO Live may engage separately in securing donations for community-based activities. Both parties may seek funding through grants.

For the purposes of this agreement, both parties will keep each other apprised of these activities and relationships with donors. No representation to funders or potential funders will knowingly be made on behalf of TO Live by either party, without agreement between the parties.

### **TO Live**

- TO Live shall have sole responsibility for naming rights, sponsorships and advertising opportunities for the three civic theatres that leverage TO Live and City assets.
- While the Foundation may identify potential sponsorship opportunities, TO Live shall clarify how its sponsorships would be administered in partnership with the Foundation, to ensure that funds derived from sponsorships would be administered

within the accounts of the TO Live Board in accordance with its Sponsorship policy and City of Toronto financial policy.

- TO Live is responsible for setting all fundraising priorities, in its sole discretion.
- TO Live will work closely with the Foundation to determine appropriate fundraising goals and priorities for the enhancement of TO Live.
- TO Live retains the right to receive any donated funds, or other gifts that are directed to TO Live in accordance with the terms and conditions under which they are provided by the donor and consistent with the City of Toronto Donations Policy.
- TO Live will endeavour to disclose to the Foundation information about all donations received directly so that the Foundation can ensure an integrated approach to the stewardship and cultivation of donors.

### **Governance**

- In keeping with the spirit of equitable exchange of information, both parties will invite the Chair or designate of the other party to attend all public meetings of the TO Live Board and the Toronto Live Foundation Board, respectively, and any of their relevant committees.

### **Parties' Independence**

- Both the Foundation and TO Live retain the right to establish policies pertaining to fundraising, but in so doing will respect the responsibilities and policies of the other. TO Live may also be subject to City policy directives.
- Both parties acknowledge that either party may refuse any gift, sponsorship or advertisement that, in their sole discretion, is deemed inappropriate or not in keeping with their respective policies and priorities.
- Neither party shall expect to have undue influence over the operations or direction of the other party.

### **Relationship Issues**

In order to coordinate and prioritize fundraising activities, TO Live and the Foundation will develop and implement strategies and protocols as they consider appropriate from time to time. Currently, such strategies and protocols are as follows:

- On an annual basis, TO Live will make a formal written request to the Foundation stating its funding priorities and the purposes for which funds are being sought. The request shall include a short summary outlining the needs and level of funding support required as well as TO Live's prioritization of needs.
- The mechanism(s) to determine funding priorities and enable the flow of funds from the Foundation to TO Live should not be overly burdensome for either party.
- Appropriate representation of both TO Live Board and the Foundation Board or designated staff shall hold at least one joint meeting each year. The parties shall also engage in ongoing dialogue regarding fundraising priorities, timelines and the reasonableness of estimates of the amount of funds which will be required and /or available for transfer to TO Live in the upcoming year(s).

- There should be sufficient discussion and level of agreement between the parties preceding each funding request so as to ensure the Foundation can respond favourably in most instances.
- The Foundation and TO Live will establish protocols to ensure successful implementation and reporting mechanisms for the funding requests.
- TO Live will ensure that funds provided by the Foundation are utilized in accordance with the purposes for which the funds are being requested and/or the terms and conditions under which they are provided by the donor, provided TO Live has approved those purposes and/or terms and conditions in advance of receipt. TO Live will report on any significant changes in the status funded project status, including proposed material changes to the nature of, or budget for, the activities for which the funds have been provided.
- Both parties will respect each other's business requirements for successful fulfillment of their respective mandates and will work collaboratively to support each other's effectiveness.

### **Administrative Issues**

In recognition of the funds raised for TO Live through the Foundation, TO Live will provide office space, furniture and office equipment for the Foundation at 1 Front Street East for Foundation staff, including the provision of services such as utilities, cleaning, premise insurance and maintenance, as well as the use of meeting and facility rooms. TO Live may in its sole discretion discontinue any of these services upon reasonable notice to the Foundation.

### **Dissolution of the Foundation**

In the event of the dissolution of the Foundation, all of the remaining assets of the Foundation after payment of its liabilities will be distributed to TO Live in accordance with the Foundation's Letters Patent. TO Live will accept such assets on the same trusts, terms and conditions and for the same purposes under which they are held by the Foundation.

### **Disputes**

The parties shall work cooperatively to resolve any disputes in the interpretation of this Memorandum of Understanding.

### **Amendment and Termination**

This Memorandum of Understanding may be amended at any time by agreement of both parties in writing. Either party may terminate this agreement upon giving six months' written notice to the other party.

In signing this Memorandum of Understanding, TO Live and the Foundation agree to its terms and conditions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first written above.

**TO LIVE**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**TORONTO LIVE FOUNDATION**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title: