

## Memorandum of Understanding

[Date]

[Name]

[Title]

[Organization]

[Address]

[Address]

Dear [ED/CEO],

San Diego Social Venture Partners (SVP) is pleased to offer [organization name] [an Investee / a Spark] Team. We form a unique alliance with our nonprofit partners to support your goals for strengthening your organizational capacity and increasing the impact of your programs and services. We are fueled by our Partners, who donate their time and talent to our nonprofit engagements and invest in our organization.

To begin our journey, this Memorandum of Understanding outlines the key elements of our partnership to support mutual understanding between SVP and your leadership, including your board of directors.

### SVP Approach

- **Partner volunteer and investors:** We offer our Partners the opportunity to translate their professional skills to community impact. They bring experience, passion, and a learning mindset to support our work. Our Partners are volunteers who are rewarded by the gratification of applying their skills and expertise to support nonprofits addressing our community's most pressing needs.
- **Values-driven culture:** We are anchored in the SVP values of Community, Trust, Excellence, Continuous Learning and Professional Accountability. Learn more about our values at [www.sdsvp.org/values](http://www.sdsvp.org/values).

### Nonprofit Engagements

- **Team approach:** We assemble teams of our Partners to work with nonprofits throughout the engagement. Initial SVP team size ranges from 2 to 4 Partners who join with staff from your organization. We bring in additional Partners as needed for specific projects or support. Team placement and formation is the purview of SVP staff.
- **Lead Partner:** Every team has a Lead Partner who is the point of contact for your organization's primary leader (e.g., executive director or chief executive officer).
- **Scope of Support:** Our first step was to collaboratively establish a Scope of Support (See Appendix) that describes the support areas on which the team will focus, the format and



timing of meetings and projects, and the anticipated project duration (typically about six months for Spark Teams and 24 months for Investees). Changes to scope and/or duration should be reflected in a revised or amended Scope of Support.

- **Exit reports and impact statement:** We conclude our engagements by compiling an impact report. We will ask for your feedback in a survey (and an exit interview for Investees). Your honest feedback supports our learning and ability to help other nonprofits.
- **Subsequent engagements:** We often work with nonprofits on more than one engagement. You are welcome to reapply for additional support after your team concludes.

### **Expectations**

Nonprofit:

- Your ED/CEO will serve as the primary point of contact and coordinate with your Lead Partner throughout the engagement.
- You agree to work with the SVP team in the cadence described in your Scope of Support or discuss adjustments to the scope with your Lead Partner.
- You agree to provide basic financial reports and documents relevant to our work together in a timely manner.
- You are welcome to contact SVP staff at any time to discuss your engagement or raise any questions or concerns. Our goal is to maintain a strong relationship with your organization while supporting a successful engagement.

SVP:

- Our Lead Partner will coordinate with your ED/CEO throughout your engagement.
- We will endeavor to provide you with the best consulting, advice, mentoring and capacity-building that we can.
- Our Partners will aim to approach engagements as advisors with a learning mindset and practice of empathy.
- We will seek your honest feedback to support the continual improvement of our teams and organization.
- SVP staff support our engagement teams and may occasionally participate in nonprofit meetings. They may also check in with you directly on the status of the engagement, provide general resources of interest to your nonprofit, and connect you with the larger SVP community.

### **Termination**

- Either party may terminate the agreement [and SVP's financial support] before the end of the engagement.



[Investees only:] **Funding**

- Our formal engagement begins on July 1, 2022 and will continue through June 30, 2024 unless either [organization name] or SVP elects to end the engagement at a prior date. SVP’s Impact Committee will review the engagements at the end of the first year to decide whether to continue funding for a second year.
- SVP agrees to provide up to \$25,000 in funding, contingent upon expectations being met and the establishment of a successful working relationship. The first disbursement of \$3,125 will be made in July 2022 by mailed check after the signed return of this MOU. The remainder will be disbursed on the following schedule: \$3,125 in each of October 2022, January 2023, April 2023, July 2023, October 2023, January 2024 and April 2024.

As a first step in our working relationship, we ask that you review, sign and return this letter and the attached waiver and release form, providing that the terms are acceptable to your organization. We look forward to a meaningful, positive, and impactful relationship with [organization name].

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Signature / Date  
Sierra Visher Kroha  
Chief Executive Officer  
San Diego Social Venture Partners

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Signature / Date  
[Name]  
[Title]  
[Organization]



### Waiver and Release

I hereby authorize San Diego Social Venture Partners (SVP) to list the name of our organization and our logo on their website ([www.sdsvp.org](http://www.sdsvp.org)), electronic newsletters, emails, social media, or other publications to indicate that we received SVP's volunteer support without payment or any other consideration. A generic statement of the type of volunteer support, duration and parties involved may also be included. Any further communication, marketing, or outreach materials related to the nature, outcome, or details of the activity in which we mutually engage is allowable with prior approval from me or other executive level leadership.

As a material condition to San Diego Social Venture Partners (SVP) entering into a volunteer engagement with your organization, your organization hereby waives, releases, holds harmless and forever discharges SVP and each of its employees, officers, directors, members, partners, affiliates, agents, attorneys, successors, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity, that your organization has or may have, arising from or in any way related to your relationship with SVP; provided that this waiver of liability does not apply to any acts of gross negligence or intentional misconduct.

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Signature / Date

[Name]

[Title]

[Organization]

**Appendix:  
Scope of Support**

[\[Insert here\]](#)