

Memorandum of Understanding

Between United Midcoast Charities (UMC) and

Subscriber Organization: _____

Effective Date: _____

This Memorandum of Understanding ("MOU") establishes the terms under which [Subscriber Organization] ("Subscriber") will participate in the Community Volunteer Hub ("the Hub") managed by United Midcoast Charities ("UMC") with support from volunteers.

1. Purpose

The purpose of this MOU is to outline Subscriber's responsibilities and permitted use of resident/volunteer information accessed through the Hub. The Hub is designed to connect residents interested in volunteering with nonprofit and municipal opportunities in Knox and Waldo Counties.

2. Subscriber Responsibilities

Subscriber agrees to:

- Adhere to the Subscriber Code of Conduct - See Appendix A
- Use resident information **solely for the purpose of contacting individuals about volunteer opportunities.**
- Comply with all applicable laws and regulations, including but not limited to the **CAN-SPAM Act**, state privacy laws, and data security requirements.
Not sell, trade, or otherwise distribute resident information **for any purpose** outside volunteer engagement.
- Ensure that only authorized staff or volunteers who have a legitimate need-to-know have access to Hub data.
- Maintain reasonable safeguards to **protect resident data** from unauthorized use or disclosure.
- Place a **reciprocal link** to the Regional Community Volunteer Hub on your organization's Website and at least **annually promote participation to your primary audiences/constituents** to support the collective.

3. Volunteer's Rights

Subscriber acknowledges that:

- Residents may request at any time to be marked as “inactive/do not contact” in the Hub. Once marked with a communication tag of “Do not contact”, the Subscriber must not initiate new contact with the resident.
 - If Subscriber has already accessed a resident's information prior to the date they opt out, and the Subscriber sees that the Resident has changed their communication preferences they should in good faith remove them from all other communication lists, but **must honor any direct requests from the resident to be removed from their individual contact lists.**
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4. UMC Responsibilities

UMC agrees to:

- Manage and maintain the Hub database in a secure, cloud-based environment.
 - Provide Subscribers with access to Hub data during the agreed subscription period.
 - Notify Subscribers of any updates to program rules, privacy policies, or technical requirements.
 - Monitor compliance with this MOU and take corrective action if a Subscriber violates terms.
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5. Subscription Fees

- During the pilot phase, access to the Hub will be provided **at no charge.**
 - After the pilot phase, UMC reserves the right to charge a nominal subscription fee to cover administrative and database management costs. Subscription periods whether paid or free are expected to be annual.
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6. Term & Termination

This MOU remains in effect from the Effective Date until the end of the pilot phase or, if applicable, until the conclusion of the Subscriber's subscription period, unless earlier terminated under this Section.

- **Termination by UMC:** UMC may terminate this MOU with 60 days' written notice. During that period, Subscribers may request a complete .csv file of the Hub data for migration to another platform. UMC will not maintain or provide data after the termination date. No data will be provided to any Subscriber whose access is suspended or revoked due to breach of this Agreement.
 - **Termination by Subscriber:**
 - During the pilot phase, a Subscriber may terminate this MOU at any time by providing written notice to UMC.
 - During a paid subscription period, a Subscriber may also terminate this MOU at any time by providing written notice to UMC; however, no refunds of subscription fees will be provided.
If a Subscriber chooses not to renew their subscription, their access to the Hub will automatically terminate at the end of the subscription period.
 - **Immediate Suspension/Revocation:** UMC may suspend or revoke access to the Hub immediately if the Subscriber breaches this Agreement.
Amendments: UMC may amend or update this MOU with notice to Subscribers.
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7. Hold Harmless & Indemnification

- The Subscribing Organization ("Indemnifying Party") agrees to indemnify, defend, and hold harmless **United Midcoast Charities, its officers, directors, employees, agents, and representatives** (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, liabilities, damages, losses, judgments, settlements, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs), of any kind or nature whatsoever, whether known or unknown, arising out of, relating to, or resulting from the activities, acts, or omissions of the Indemnifying Party, its officers, employees, contractors, agents, representatives, invitees, or volunteers.
 - This obligation expressly includes, but is not limited to, claims arising in whole or in part from the **negligence, active or passive, of any Indemnified Party**, except to the extent prohibited by law. The Indemnifying Party's obligations hereunder shall be continuous and shall survive the expiration, completion, or termination of this Agreement.
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8. Governing Law

- This MOU shall be governed by the laws of the State of Maine.

9. Acceptance

By signing below, Subscriber acknowledges and agrees to the terms of this MOU.

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

10. User Information for Setup

User First and Last Name: _____

User's Email Address: _____

Subscriber Address: _____

Subscriber Phone: _____

Web page where the Community Volunteer Hub reciprocal link will be located:

Web page you want your logo on the Community Volunteer Hub linked to:

Please submit this with a .png or .jpg of your logo that is at least 300 x 300 pixels.

Appendix A: Subscriber Code of Conduct

Community Volunteer Hub Managed by United Midcoast Charities (UMC)

As a Subscriber to the Community Volunteer Hub, Subscribing Organization agrees to uphold the following standards when accessing and using resident information. These standards are designed to respect the privacy, time, and goodwill of community members who express interest in volunteering.

1. Respectful Communication

- Contact residents **only about genuine volunteer opportunities**.
 - Be courteous, professional, and respectful in all communications.
 - Do not overwhelm residents with repeated or excessive outreach.
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2. Appropriate Use of Data

- Use resident information **only for volunteer engagement purposes**.
 - Do not share Hub data with third parties, including partner organizations, without explicit permission from UMC.
Immediately delete or securely destroy any downloaded Hub data if no longer needed.
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3. Consent & Opt-Outs

- Honor all resident opt-out requests promptly.
 - Do not re-add inactive/do-not-contact residents to your own lists unless they later give renewed consent.
 - Provide residents with an easy way to decline or unsubscribe from your direct communications.
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4. Equity & Inclusion

- Offer volunteer opportunities without discrimination based on race, ethnicity, gender, sexual orientation, age, ability, or other protected characteristics.

- Strive to create welcoming, inclusive volunteer experiences for all residents.
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5. Accountability

- Ensure that only authorized staff or volunteers within your organization have access to Hub data.
 - Report any suspected misuse, breach, or error in handling resident data to UMC promptly.
 - Understand that violations of this Code of Conduct may result in suspension or termination of Hub access.
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6. Community Spirit

- Remember that residents are offering their time and talents in service to the community.
 - Treat their generosity with gratitude, integrity, and care.
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7. Indemnification Clause

- The Subscribing Organization (“Indemnifying Party”) agrees to indemnify, defend, and hold harmless **United Midcoast Charities, its officers, directors, employees, agents, and representatives** (collectively, the “Indemnified Parties”) from and against any and all claims, demands, causes of action, liabilities, damages, losses, judgments, settlements, costs, and expenses (including, without limitation, reasonable attorneys’ fees and court costs), of any kind or nature whatsoever, whether known or unknown, arising out of, relating to, or resulting from the activities, acts, or omissions of the Indemnifying Party, its officers, employees, contractors, agents, representatives, invitees, or volunteers.
- This obligation expressly includes, but is not limited to, claims arising in whole or in part from the **negligence, active or passive, of any Indemnified Party**, except to the extent prohibited by law. The Indemnifying Party’s obligations hereunder shall be continuous and shall survive the expiration, completion, or termination of this Agreement.

Acknowledgment

By signing the MOU that references this Appendix, the Subscriber Organization acknowledges and agrees to abide by this Code of Conduct as a condition of participation in the Community Volunteer Hub.