

## **CARE AGREEMENT (Commitment Assurance for Rapid Establishment)**

**THIS AGREEMENT** is made as of [Date] (the "Effective Date")

### **BETWEEN:**

**[Organization Name]** (the "Organization"), a [jurisdiction] entity

### **AND:**

**[Donor Name]** (the "Donor")

### **RECITALS**

WHEREAS the Organization is establishing charitable operations and seeks funding to support this mission;

WHEREAS the Donor wishes to contribute funds subject to specific milestones regarding charitable status establishment;

NOW THEREFORE the parties agree as follows:

### **1. CONTRIBUTION**

In exchange for the payment by the Donor of \$[Amount] (the "Contribution Amount") on or about [Date], the Organization acknowledges receipt of these funds as a conditional contribution toward its charitable establishment.

### **2. MILESTONE CONDITIONS**

The Organization commits to the following conditions:

**2.1 Charity Registration Filing** Within thirty (30) days from the Effective Date, the Organization shall submit a formal application to the Canada Revenue Agency (CRA) requesting registration as a charitable organization under the Income Tax Act (Canada).

**2.2 Volunteer Engagement** Within thirty (30) days from the Effective Date, the Organization shall commence volunteer activities with a minimum of one registered charitable or community organization per employee of the Organization.

**2.3 Good Faith Pursuit of Charity Status** The Organization shall, in good faith, pursue and achieve CRA charitable registration within the CRA's estimated processing timeline plus three (3) months.

### **3. FORGIVENESS AND EXTENSION PROVISIONS**

**3.1 Delays Beyond Control** For purposes of Condition 2.3, delays caused by factors outside the Organization's reasonable control shall extend the timeline. These include but are not limited to:

- CRA processing delays beyond published estimates
- Required amendments to organizational documents requested by CRA
- Legal proceedings or appeals initiated to establish charitable status
- Force majeure events

**3.2 Reset Mechanism** Where the Organization makes good faith efforts to address CRA requirements (including document amendments, operational adjustments, or responding to inquiries), the timeline shall reset from the date of satisfactory completion of such requirements.

**3.3 Litigation Exception** If the Organization must escalate matters to court or tribunal proceedings to establish charitable status, the Organization may continue operations without triggering fund return obligations during the pendency of such proceedings, provided the Organization maintains good faith efforts throughout.

#### 4. FUND RETURN OBLIGATION

**4.1 Trigger Events** If any of Conditions 2.1, 2.2, or 2.3 are not satisfied (accounting for extensions under Section 3), the Organization shall return the Contribution Amount to the Donor within thirty (30) days of the trigger event.

**4.2 Partial Fulfillment** Where the Organization has substantially complied with Conditions 2.1 and 2.2 but fails only on Condition 2.3 due to circumstances beyond control, the parties shall negotiate in good faith regarding partial return or extension terms before triggering full return obligations.

**4.3 Return Method** Funds shall be returned via the same method used for the original Contribution, unless otherwise agreed in writing.

#### 5. REPRESENTATIONS

**5.1 Organization** The Organization represents that:

- It is duly organized and operating under applicable laws
- It has the authority to enter this Agreement
- It will maintain accurate records of volunteer activities and CRA communications

**5.2 Donor** The Donor represents that:

- The Contribution Amount is available for this purpose
- The Donor understands this is not a donation receipt eligible for tax credits until charitable status is achieved
- The Donor acknowledges the risk that charitable status may not be granted

#### 6. MISCELLANEOUS

**6.1 Governing Law** This Agreement shall be governed by the laws of British Columbia, Canada.

**6.2 Amendments** Any amendments require written consent from both parties.

**6.3 Entire Agreement** This document constitutes the entire agreement between the parties regarding this contribution.

**6.4 Severability** If any provision is held invalid, the remainder remains in effect.

**6.5 Notices** All notices shall be sent via email or registered mail to addresses listed on the signature page.

#### SIGNATURES

##### ORGANIZATION:

By: \_\_\_\_\_ Name: [Name] Title: [Title] Date: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

##### DONOR:

By: \_\_\_\_\_ Name: [Name] Date: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_