

SINGLE-CHARITY PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

BETWEEN SCOTMID AND [REDACTED]

The following points confirm the agreement between:

Scottish Midland Cooperative Society Limited

a Society registered under the Cooperation and Community Benefit Societies Act 2014
(hereinafter referred to as "Scotmid")

and

[Charity Name]

of: [Address]

Registered in [Country], under Registered Charity Number [REDACTED]

(hereinafter referred to as "The Charity")

RECITALS

1. Scotmid is committed to supporting charitable causes, and for 2026-2027, Scotmid has selected The Charity as their charity partner.
2. Scotmid operates nearly 300 retail outlets across Scotland, Northern Ireland, and the North of England under the trading names Scotmid Co-op, Semichem, Lakes and Dales Co-op, and Scotmid Funerals (including all funeral brands). Throughout the partnership, Scotmid will raise funds for The Charity.
3. The partnership will support The Charity across its trading areas of Scotland, Northern Ireland and Northern England.
4. Funds raised through the partnership will help fund the vital services of The Charity in communities in Scotland, Northern Ireland and Northern England.

DEFINITIONS

- **Agreement:** This agreement.
- **Confidential Information:** shall mean any and all information, whether in writing or otherwise, that is disclosed by any party before, on or after the commencement date including, but not limited to, financial information, marketing data, procedures, business plans, personnel data, business relationships, current products, services and anticipated products and services and financial information concerning the disclosing party's business and all disclosures, howsoever made to the other party, in connection with this MOU.
- **Term:** The period from 27th September 2026 until 25 September 2027.
- **Region:** Scotmid regions including Scotland, Northern Ireland and Northern England.
- **Donations, sponsorships, or other forms of support:** Refers to any ad hoc or unsolicited financial or in-kind contributions from organisations or individuals that are not linked to a formal partnership agreement, brand association or joint

promotional activity. This may include matched giving, staff fundraising, event sponsorship or general charitable donations.

- **General fundraising, community, or awareness activities:** Means participation in public campaigns, community initiatives or events that are open to multiple charities or sectors, where The Charity's involvement is not exclusive, branded or contractually linked to any direct competitor of Scotmid.

1. THE ACTIVITY

1.1 This Agreement outlines the responsibilities, financial arrangements, and the duration of the partnership.

1.2 Scotmid has chosen The Charity as the main charity for the Term. Subject to the Parties entering into legally required agreements, Activities will include, but are not limited to:

- Promoting the work of The Charity in our stores.
- Raising funds through customer donations, merchandise sales, and staff fundraising.
- Engaging our colleagues in volunteer opportunities.

1.3 Scotmid reserves the right to amend activities during the partnership upon mutual agreement with The Charity, if applicable.

1.4 **Change in Term:** Scotmid and The Charity agree that any reduction in, or extension to, the Term of the agreement before the Term ends will require mutual consent.

1.5 Fundraising Target Disclaimer

While the overall partnership may have a fundraising target, all parties acknowledge that no specific amount of funds can be presumed or guaranteed at the end of the partnership. The final amount raised will be dependent on the success of the fundraising activities, and no party shall rely on any anticipated figures in their financial planning.

2. RESPONSIBILITIES

2.1 **The Charity** will be responsible for providing materials and content for publicity.

2.2 The Charity will ensure compliance with fundraising regulations and codes of good practice.

2.3 **Exclusivity Clause:** During the Term, The Charity shall use their best endeavours not to enter into any formal or directly competing commercial partnership involving the Activities outlined in Clause 1 with any retail co-operative society or other direct competitor of Scotmid operating within Scotmid's trading regions, without prior discussion and mutual written agreement between the Parties.

For the avoidance of doubt, this Clause shall not restrict The Charity from:

- (a) Accepting or receiving donations, sponsorships, or other forms of support from organisations, provided such arrangements do not create a direct conflict of interest with the Scotmid partnership; or
- (b) Participating in general fundraising, community, or awareness activities that are not part of a formal, branded, or strategic partnership with a direct competitor.

3. FINANCIAL ARRANGEMENT

3.1 Charity Donation Funds raised for The Charity in Scotmid outlets across Scotmid's regions will go to The Charity.

3.2 Scotmid will transfer the first portion of funds to the charities between February 2027-March 2027, with the second portion transferred after the partnership ends on 25th September 2027 by electronic bank transfer to the bank account specified by The Charity.

a) It shall send to The Charity with the payment of the Donation made or due to be made in accordance with clause 3.2 a true and accurate statement of: the Donations and such other information as The Charity shall reasonably require in relation to the Partnership;

3.3 The Charity agree to enable donations through Pennies (www.pennies.org.uk) and will complete any onboarding processes required by Pennies to do so.

4. INTELLECTUAL PROPERTY

4.1 Scotmid grants non-exclusive, royalty-free licenses to The Charity for the use of its registered trademarks during the Term. The charities agree that all use of all Scotmid's brands must be done in line with Scotmid's brand guidelines.

2. The Charity grants Scotmid similar non-exclusive, royalty-free rights for the use of their trademarks during the partnership. Scotmid shall not:
 - a. use either charities brands / trademarks in any way likely to be detrimental to or inconsistent with their respective brand guidelines, the good name, goodwill, reputation or image of The Charity;
 - b. use the trademarks as part of any corporate, business or trading name or style nor as part of any domain name;
 - c. use the trademarks in any way likely to suggest an endorsement by The Charity of Scotmid's products or services and shall only use them in connection with fundraising support;
 - d. at any time, adopt or use any trademark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the trademarks or unfairly competes with the trademarks, nor apply anywhere in the world to register any trademarks identical to or so nearly resembling the trademarks as to be likely to deceive or cause confusion.

4.3 Any goodwill accrued from the use of intellectual property will remain with the respective owners.

5. MARKETING

5.1 Scotmid will promote the names and logos of The Charity in line with their respective brand guidelines.

5.2 The charities agree that the use of Scotmid's logos and branding for all Scotmid's brands must be done in line with Scotmid's brand guidelines and ensure that when the Scotmid branding is used that it is reproduced in a high-quality format and that marketing materials produced are of good quality and content could not reasonably be considered to undermine Scotmid's brand or reputation. This is reciprocated if Scotmid is utilising and placing The Charity's logos.

5.3 Both charities agree to publicise the partnership on their websites and social media pages during the term.

5.4 Both charities have no objection to their logo being used in conjunction with other charities supported by Scotmid.

5.5 Approval and Use of Logos

Each party grants the others a non-exclusive, royalty-free right to use their names and logos for the purposes of this partnership for the Term, provided such use complies with the relevant brand guidelines. Logos may be used by Scotmid without requiring separate approval on each occasion. All parties agree that:

- (a) any objections to use must be based on legitimate grounds (e.g. breach of brand guidelines or potential reputational damage) and shall not be unreasonably made;
- (b) where advance approval is requested (e.g. for jointly-produced marketing campaigns), each party shall review and respond within **72 business working hours** of submission; and
- (c) permission may be withdrawn by written notice, but only where there are reasonable grounds for doing so.

5.6 The parties acknowledge and agree that any and all Intellectual Property Rights in any materials produced by Scotmid (for example films and photographs) shall be owned by Scotmid and that all charities shall have no rights to use the same without written consent from Scotmid.

5.8 When referring to what the charity partnership raises, The Charity acknowledge that Scotmid may refer to the charity partnership 'raise' as a whole.

5.9 The Charity acknowledge that Scotmid may make reference to the partnership after the end date of 25th September 2027 in written or other form. The Charity may refer to the partnership with Scotmid in their communications post-partnership. However, they may only use Scotmid's brands and logos, including but not limited to Scotmid Co-op, Semichem, Lakes and Dales Co-op, Scotmid Funerals, with prior written consent from Scotmid.

5.10 Any use of either Party's logos and brands must adhere to that Party's brand guidelines, and consent may be withdrawn at any time with written notice.

6. DATA PROTECTION

6.1 All parties will ensure compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

6.2 The parties will ensure that any individuals who are photographed have provided consent to the use of their image for any promotional or marketing purposes by Scotmid and that evidence of consent is available by request from Scotmid.

6.3 In the event that Personal Data (as defined in the Data Protection Legislation) is shared between the parties forming the charity partnership, they agree to comply with the provisions of the Data Protection Act together with the requirements of either party in relation to such transfer.

7. CONFIDENTIALITY

7.1 All parties agree that, during the term of this MOU, or at any time thereafter, neither they nor any of their employees, agents (including volunteer staff) or sub-contractors, shall divulge, furnish or make accessible to anyone any of the Confidential Information unless:

- (a) At the date of this MOU, the confidential information is already in the public domain or subsequently comes into the public domain through no fault of the other party;
- (b) the confidential information rightfully becomes available to the other party from sources not bound by obligations of confidentiality
- (c) the confidential information was available to the other party on a non-confidential basis prior to its disclosure to such party; and
- (d) the other party is required by compulsion of law to disclose

7.2. The parties agree that all discussions and negotiations shall be carried out on a strictly confidential basis and any statements (either written or oral) to be made in relation to the existence of the negotiations between the parties shall be subject always to written agreement by both parties.

8. TERMINATION AND VARIATION

8.1 Any party may propose changes to the Agreement with 14 days' written notice. No amendment, modification or variation of this Agreement will be valid unless it is in writing and signed by or on behalf of all parties.

8.2 Termination Provisions:

- A party may terminate this Agreement with immediate effect by written notice if another party commits a material breach of the Agreement and, where the breach is remediable, has failed to remedy that breach within 14 days of being sent written notice to do so.
- A party may terminate this Agreement with immediate effect where another party (including directors, officers, employees, agents, or volunteers) engages in conduct that (i) is unlawful; or (ii) has caused, or is reasonably likely to cause, serious and demonstrable reputational harm to the terminating party, having regard to sufficient credible evidence.
- Two months' notice for general termination by any Party.
- Upon termination, all promotional material relating to the partnership will be removed and all funds raised up to that point will be transferred to the respective charities. The parties shall return to each other any property, intellectual property, logos, materials or information that has been provided by the other party pursuant to this Agreement.

9. GENERAL ADMINISTRATION

9.1 As Scotmid's charity partners, The Charity agree to the following:

To provide an account manager for the duration of the partnership and a dedicated email contact for stores; **[Name & Job Title]** will be the main account manager(s) for the partnership as a whole. Contact details: **[Contact Details]** (for general use).

The Charity agrees to:

9.2 Provide Scotmid with fundraising materials (e.g. branded t-shirts), fundraising opportunities for staff, as well as media guidelines, learning resources and press/media support.

9.3 Provide regular updates to the Membership & Community team at Scotmid including project updates and fundraising events, as documented in the co-produced partnership schedule.

9.4 Manage Scotmid Just Giving site for online donations and support Scotmid staff with their fundraising activities. This can be via advice from the dedicated account team, fundraising resources, media support and access to events purchased or managed by the charities.

10. SAFEGUARDING AND CONDUCT

The Main Charity and the Supporting Charity shall maintain and enforce appropriate safeguarding policies and procedures proportionate to its activities, including when staff or volunteers participate in fundraising, store visits, events or community engagements under this partnership.

11. INSURANCE

The Main Charity and the Supporting Charity shall maintain appropriate insurance cover during the term of the Agreement including public liability insurance (to a level reasonable commensurate with the risks of any planned activity) and employer's liability insurance.

12. GENERAL PROVISIONS

This Agreement is governed by Scottish law, and disputes may be resolved in English or Scottish courts.

Signed for and on behalf of The Charity:

Name:

Position:

Signature:

Date:

Signed for and on behalf of Scotmid:

Name:

Position:

Signature:

Date:

MULTI-CHARITY PARTNERSHIP

MEMORANDUM OF UNDERSTANDING

BETWEEN SCOTMID AND [REDACTED] AND [REDACTED]

The following points confirm the agreement between:

Scottish Midland Cooperative Society Limited

a Society registered under the Cooperation and Community Benefit Societies Act 2014
(hereinafter referred to as "Scotmid")

[Charity Name]

of: [Address]

Registered in [Country], under Registered Charity Number [REDACTED]

(hereinafter referred to as "The Main Charity")

[Charity Name]

of [Address]

Registered in [Country], under Registered Charity Number [REDACTED]

(hereinafter referred to as "The Supporting Charity")

RECITALS

1. Scotmid is committed to supporting charitable causes, and for 2026-2027, Scotmid has selected The Main Charity as their main charity partner. The Main Charity will lead the partnership across all regions, with The Supporting Charity acting as a regional partner in [region(s)].
2. Scotmid operates nearly 300 retail outlets across Scotland, Northern Ireland, and the North of England under the trading names Scotmid Co-op, Semichem, Lakes and Dales Co-op, and Scotmid Funerals (including all funeral brands). Throughout the partnership, Scotmid will raise funds for The Main Charity and The Supporting Charity.
3. The partnership will support The Main Charity in [region(s)], while The Supporting charity will benefit from activities in [region(s)].
4. Funds raised through the partnership will help fund the vital services of The Main Charity in communities in [region(s)] and The Supporting Charity's vital work in the communities in the [region(s)].

DEFINITIONS

- **Agreement:** This agreement.

- **Confidential Information:** shall mean any and all information, whether in writing or otherwise, that is disclosed by any party before, on or after the commencement date including, but not limited to, financial information, marketing data, procedures, business plans, personnel data, business relationships, current products, services and anticipated products and services and financial information concerning the disclosing party's business and all disclosures, howsoever made to the other party, in connection with this MOU.
- **Main Charity:** The Main Charity, oversees the partnership as a whole and is the main point of contact for the purposes of this partnership.
- **Sub-agreement Charity:** The Supporting Charity, acting as the sub-agreement charity for activities in [Region(s)].
- **Term:** The period from 27th September 2026 until 25 September 2027.
- **Donations, sponsorships, or other forms of support:** Refers to any ad hoc or unsolicited financial or in-kind contributions from organisations or individuals that are not linked to a formal partnership agreement, brand association or joint promotional activity. This may include matched giving, staff fundraising, event sponsorship or general charitable donations.
- **General fundraising, community, or awareness activities:** Means participation in public campaigns, community initiatives or events that are open to multiple charities or sectors, where The Main Charity or The Supporting Charity's involvement is not exclusive, branded or contractually linked to any direct competitor of Scotmid.

1. THE ACTIVITY

1.1 This Agreement outlines the responsibilities, financial arrangements, and the duration of the partnership.

1.2 Scotmid has chosen The Main Charity as the main charity for the Term, with The Supporting Charity as a sub-agreement charity in [region(s)]. Subject to the Parties entering into legally required agreements, Activities will include, but are not limited to:

- Promoting the work of The Main Charity and The Supporting Charity in our stores.
- Raising funds through customer donations, merchandise sales, and staff fundraising.
- Engaging our colleagues in volunteer opportunities.

1.3 Scotmid reserves the right to amend activities during the partnership upon mutual agreement with The Main Charity and subsequently The Supporting Charity, if applicable.

1.4 **Change in Term:** Scotmid, The Main Charity and The Supporting Charity agree that any reduction in, or extension to, the Term of the agreement before the Term ends will require mutual consent. The Main Charity will take the lead in all communications regarding changes to the Term of the agreement.

1.5 Fundraising Target Disclaimer

While the overall partnership may have a fundraising target, all parties acknowledge that no specific amount of funds can be presumed or guaranteed at the end of the partnership. The final amount raised will be dependent on the success of the fundraising activities, and no party shall rely on any anticipated figures in their financial planning.

2. RESPONSIBILITIES

2.1 **The Main Charity** will be responsible for providing materials and content for publicity in [Region(s)], where The Supporting Charity will handle these responsibilities in [Region(s)], through the direction and guidance of The Main Charity as main contact for the partnership.

2.2 Both charities will ensure compliance with fundraising regulations and codes of good practice.

2.3 **Exclusivity Clause:** During the Term, The Main Charity and The Supporting Charity shall use their best endeavours not to enter into any formal or directly competing commercial partnership involving the Activities outlined in Clause 1 with any retail co-operative society or other direct competitor of Scotmid operating within Scotmid's trading regions, without prior discussion and mutual written agreement between the Parties.

For the avoidance of doubt, this Clause shall not restrict The Main Charity or The Supporting Charity from:

- (a) Accepting or receiving donations, sponsorships, or other forms of support from organisations, provided such arrangements do not create a direct conflict of interest with the Scotmid partnership; or
- (b) Participating in general fundraising, community, or awareness activities that are not part of a formal, branded, or strategic partnership with a direct competitor.

3. FINANCIAL ARRANGEMENT

3.1 Charity Donation Funds raised for the charities in Scotmid outlets across [region(s)] will go to The Main Charity, while funds raised in [region(s)] will be allocated to The Supporting Charity.

3.2 Scotmid will transfer the first portion of funds to the charities between February 2027-March 2027, with the second portion transferred after the partnership ends on 25th September 2027 by electronic bank transfer to the bank account specified by the Main Charity and The Supporting Charity.

a) It shall send to the charities with the payment of the Donation made or due to be made in accordance with clause 3.2 a true and accurate statement of: the Donations and such other information as the Charity shall reasonably require in relation to the Partnership;

3.3 The Main Charity and the Supporting Charity agree to enable donations through Pennies (www.pennies.org.uk) and will complete any onboarding processes required by Pennies to do so.

4. INTELLECTUAL PROPERTY

4.1 Scotmid grants non-exclusive, royalty-free licenses to The Main Charity and The Supporting Charity for the use of its registered trademarks during the Term. The charities agree that all use of all Scotmid's brands must be done in line with Scotmid's brand guidelines.

2. The Main Charity and The Supporting Charity grant Scotmid similar non-exclusive, royalty-free rights for the use of their trademarks during the partnership. Scotmid shall not;
 - a. use either charities brands / trademarks in any way likely to be detrimental to or inconsistent with their respective brand guidelines, the good name, goodwill, reputation or image of The Main Charity and The Supporting Charity;
 - b. use the trademarks as part of any corporate, business or trading name or style nor as part of any domain name;
 - c. use the trademarks in any way likely to suggest an endorsement by The Main Charity and The Supporting Charity of Scotmid's products or services and shall only use them in connection with fundraising support;
 - d. at any time, adopt or use any trademark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of the trademarks or unfairly competes with the trademarks, nor apply anywhere in the world to register any trademarks identical to or so nearly resembling the trademarks as to be likely to deceive or cause confusion.

4.3 Any goodwill accrued from the use of intellectual property will remain with the respective owners.

5. MARKETING

5.1 Scotmid will promote the names and logos of The Main Charity and The Supporting Charity in line with their respective brand guidelines, as guided by the respective charities.

5.2 The charities agree that the use of Scotmid's logos and branding for all Scotmid's brands must be done in line with Scotmid's brand guidelines and ensure that when the Scotmid branding is used that it is reproduced in a high-quality format and that marketing materials produced are of good quality and content could not reasonably be considered to undermine Scotmid's brand or reputation. This is reciprocated if Scotmid is utilising and placing either of the charities' logos.

5.3 Both charities agree to publicise the partnership on their websites and social media pages during the term.

5.4 Both charities have no objection to their logo being used in conjunction with other charities supported by Scotmid.

5.5 Approval and Use of Logos

Each party grants the others a non-exclusive, royalty-free right to use their names and logos

for the purposes of this partnership for the Term, provided such use complies with the relevant brand guidelines. Logos may be used by Scotmid without requiring separate approval on each occasion. All parties agree that:

- (a) any objections to use must be based on legitimate grounds (e.g. breach of brand guidelines or potential reputational damage) and shall not be unreasonably made;
- (b) where advance approval is requested (e.g. for jointly-produced marketing campaigns), each party shall review and respond within **72 business working hours** of submission; and
- (c) permission may be withdrawn by written notice, but only where there are reasonable grounds for doing so.

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5.8 When referring to what the charity partnership raises, The Main Charity and The Supporting Charity acknowledge that Scotmid may refer to the charity partnership 'raise' as a whole.

5.9 The Main Charity and the Supporting Charity acknowledge that Scotmid may make reference to the partnership after the end date of 25th September 2027 in written or other form. The Main Charity and The Supporting Charity may refer to the partnership with Scotmid in their communications post-partnership. However, they may only use Scotmid's brands and logos, including but not limited to Scotmid Co-op, Semichem, Lakes and Dales Co-op, and Scotmid Funerals with prior written consent from Scotmid.

5.10 Any use of either Party's logos and brands must adhere to that Party's brand guidelines, and consent may be withdrawn at any time with written notice.

6. DATA PROTECTION

6.1 All parties will ensure compliance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

6.2 The parties will ensure that any individuals who are photographed have provided consent to the use of their image for any promotional or marketing purposes by Scotmid and that evidence of consent is available by request from Scotmid.

6.3 In the event that Personal Data (as defined in the Data Protection Legislation) is shared between the parties forming the charity partnership, they agree to comply with the provisions of the Data Protection Act together with the requirements of either party in relation to such transfer.

7. CONFIDENTIALITY

7.1 All parties agree that, during the term of this MOU, or at any time thereafter, neither they nor any of their employees, agents (including volunteer staff) or sub-contractors, shall divulge, furnish or make accessible to anyone any of the Confidential Information unless:

- (a) At the date of this MOU, the confidential information is already in the public domain or subsequently comes into the public domain through no fault of the other party;
- (b) the confidential information rightfully becomes available to the other party from sources not bound by obligations of confidentiality
- (c) the confidential information was available to the other party on a non-confidential basis prior to its disclosure to such party; and
- (d) the other party is required by compulsion of law to disclose

7.2. The parties agree that all discussions and negotiations shall be carried out on a strictly confidential basis and any statements (either written or oral) to be made in relation to the existence of the negotiations between the parties shall be subject always to written agreement by both parties.

8. TERMINATION AND VARIATION

8.1 Any party may propose changes to the Agreement with 14 days' written notice. No amendment, modification or variation of this Agreement will be valid unless it is in writing and signed by or on behalf of all parties.

8.2 Termination Provisions:

- A party may terminate this Agreement with immediate effect by written notice if another party commits a material breach of the Agreement and, where the breach is remediable, has failed to remedy that breach within 14 days of being sent written notice to do so.
- A party may terminate this Agreement with immediate effect where another party (including directors, officers, employees, agents, or volunteers) engages in conduct that (i) is unlawful; or (ii) has caused, or is reasonably likely to cause, serious and demonstrable reputational harm to the terminating party, having regard to sufficient credible evidence.
- Two months' notice for general termination by any Party.
- Upon termination, all promotional material relating to the partnership will be removed and all funds raised up to that point will be transferred to the respective charities. The parties shall return to each other any property, intellectual property, logos, materials or information that has been provided by the other party pursuant to this Agreement.

9. GENERAL ADMINISTRATION

9.1 As Scotmid's charity partners, the charities agree to the following:

To provide an account manager for the duration of the partnership and a dedicated email contact for stores; [Name(s) & Job Title(s)] will be the main account manager(s) for the partnership as a whole. Contact details: [Contact Details] (for general use).

[Name(s) & Job title(s)] will be the contact(s) for The Supporting Charity.

The Main Charity and The Supporting Charity agree to:

9.2 Provide Scotmid with fundraising materials (e.g. branded t-shirts), fundraising opportunities for staff, as well as media guidelines, learning resources and press/media support.

9.3 Provide regular updates to the Membership & Community team at Scotmid including project updates and fundraising events, as documented in the co-produced partnership schedule.

9.4 Manage Scotmid Just Giving site for online donations and support Scotmid staff with their fundraising activities. This can be via advice from the dedicated account team, fundraising resources, media support and access to events purchased or managed by the charities.

10. SAFEGUARDING AND CONDUCT

The Main Charity and the Supporting Charity shall maintain and enforce appropriate safeguarding policies and procedures proportionate to its activities, including when staff or volunteers participate in fundraising, store visits, events or community engagements under this partnership.

11. INSURANCE

The Main Charity and the Supporting Charity shall maintain appropriate insurance cover during the term of the Agreement including public liability insurance (to a level reasonable commensurate with the risks of any planned activity) and employer's liability insurance.

12. GENERAL PROVISIONS

This Agreement is governed by Scottish law, and disputes may be resolved in English or Scottish courts.

Signed for and on behalf of The Main Charity:

Name:

Position:

Signature:

Date:

Signed for and on behalf of The Supporting Charity:

Name:

Position:

Signature:

Date:

Signed for and on behalf of Scotmid:

Name:

Position:

Signature:

Date: