



700 West Liberty Street | Louisville, KY 40203-1911
Phone: 502.540.6000 | LouisvilleMSD.org

MSD COMMUNITY BENEFITS PROGRAM STATEMENT OF UNDERSTANDING

An authorized representative of the Beneficiary must acknowledge by their signature below within 30 days of onboarding that they understand and agree to the following statements:

- The MSD Beneficiary training presentation has been viewed and any questions regarding the same have been answered.
- The CB Request Form has been completed.
- Any and all documents required by MSD and the committing Firm have been read and signed.
- All commitments shall support only those non-profit organizations and schools within the MSD service area wherein the MSD project is performed (i.e., only those organizations and schools within Jefferson County shall benefit from a MSD project performed within Jefferson County).
- Reporting requirements, as outlined in the letter of intent, will be followed:
 - Firms are required to submit Annual & Biannual Reports
 - Beneficiaries must approve the Firm's reports to confirm receipt of contribution
 - Reporting requirements are time-sensitive
- Photos submitted as part of reporting may be used by MSD.
- The Beneficiary's activities are nonprofit, charitable, or nonprofit/charitable-related.
- The Beneficiary will ensure that commitments will support services in the area(s) of education, workforce development, and/or economic development.
- The Beneficiary acknowledges that it has no personal or financial relationship with the Firm (including its officers, directors, and key employees) or with MSD (including employees and Board members) that would give rise to an actual or potential conflict of interest.
- In the event of a potential or actual conflict of interest, the Beneficiary will immediately provide written notice to the Firm and MSD.
- Whether a conflict of interest exists is within the discretion of MSD.
- CB commitments are separate from and in addition to any regulatory and legal requirements related to the letter of intent between the Firm and the Beneficiary.
- The Beneficiary will not receive any financial contribution from MSD.
- The Beneficiary will contribute to the Community Benefits Newsletter as outlined in the letter of intent with the Firm.

- MSD (via communitybenefits@louisvillemisd.org) will be provided updated contact information from the Beneficiary within five days of any change thereto.
- The Beneficiary will remain in good standing throughout the course of the project as a non-profit organization, certified 501(c)(3), and/or school and will report to the Firm and MSD within five days of any change to this good-standing status.
- The Beneficiary's participation in the program is not intended to nor does it create a contractual relationship between the Beneficiary and MSD.
- The Beneficiary will sign the Statement of Understanding on an annual basis by December 31 of each calendar year.

(Signature of Authorized Representative)

Title: _____

Date: _____

IN WITNESS WHEREOF, the above has affixed their signature this _____ day of _____, 20____, on behalf of _____.
(Beneficiary name)

STATE OF _____

COUNTY OF _____

NOTARY ID: _____