

NONPROFIT NAME

### Fiscal Sponsorship Agreement

On \_\_\_\_\_, 200\_\_, Nonprofit Name (“Short Name”) decided that financial support of the project described below (“Project”) will further Short Name’s tax-exempt purposes. Therefore, Short Name has created a restricted fund designated for such project, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to Grantee Name (“Grantee”), subject to the following terms and conditions:

**Comment [TaB1]:** I publish this document under a Creative Commons license, BY-SA. You may use, reuse and modify this work for commercial purposes, you must share it and your derivative works on a share-alike basis, you must attribute it to the author, Thomas A. Beckett.

**Comment [TaB2]:** All variable names are given in this format to facilitate search/replace.

1. Grantee shall provide Short Name with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Short Name, showing Grantee’s separate existence as an organization.
2. Grantee shall use the grant solely for the Project described and Grantee shall repay to Short Name any portion of the amount granted which is not for the Project. Any changes in the purposes for which grant funds are spent must be approved in writing by Short Name before implementation. Short Name retains the right, if Grantee breaches this Agreement, or if Grantee’s conduct of the Project jeopardizes Short Name’s legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Short Name’s sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this Project shall remain the property of Grantee.
3. The Project, including its purpose, scope and approximate starting budget is described in detail on the attached Exhibit A.
4. Grantee may solicit gifts, contributions and grants to Short Name, earmarked for Short Name’s restricted fund for this Project. Grantee’s choice of funding sources to be approached and the test of Grantee’s fund-raising materials are subject to Short Name’s prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this Project via Short Name’s restricted funds shall be executed by Short Name. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
5. An administrative charge of five percent (5 %) of all amounts allocated to the restricted fund shall be deducted by Short Name to defray Short Name’s costs of administering the restricted fund and this grant.
6. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Short Name for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

7. Grantee shall submit a full and complete report to \_\_Short\_Name\_\_ as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The initial report shall be submitted by Grantee no later than \_\_\_\_\_, 20\_\_, and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
8. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between \_\_Short\_Name\_\_ and Grantee. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. Grantee shall notify \_\_Short\_Name\_\_ immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.
10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless \_\_Short\_Name\_\_, its officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or Project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of \_\_Short\_Name\_\_, its officers, directors, trustees, employees or agents.
11. In the event of a dispute between \_\_Short\_Name\_\_ and Grantee regarding any aspect of this Agreement, the parties agree to retain a certified mediator to attempt to resolve the matter. If after 60 days the dispute remains unresolved, the parties agree to submit the matter to binding arbitration.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within such State.
13. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

The parties have executed this Grant Agreement effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_NONPROFIT\_NAME\_\_

\_\_GRANTEE\_NAME\_\_

By: \_\_\_\_\_  
<name and title here> (date)

By: \_\_\_\_\_  
<name and title here> (date)

## Exhibit A – Description of Project

Should include at minimum, the following:

Mission/Purpose

Method

Staffing

Budget

Intended result

Method of measurement of result