

**FISCAL SPONSORSHIP PROGRAM AGREEMENT (“AGREEMENT”)**

The Fiscal Sponsorship Program Committee of FJC (“FJC”) has approved the participation of \_\_\_\_\_ (“Participant”) in FJC’s Fiscal Sponsorship Program (the “Program”), subject to the following terms and conditions:

1. Any funds paid to Participant will be expended solely for charitable, educational, religious, scientific, or literary purposes, and specifically to/for: \_\_\_\_\_ (the “Project”).

Participant shall use its best efforts to meet the “proposed performance goals and measures” on Schedule 1 attached hereto and understands the right of FJC to withhold, withdraw, and demand return of the payments made under this Agreement if the performance goals and measures are not met and the Participant has not demonstrated best efforts to meet the goals and measures. In that instance, it is the right of FJC to redirect such funds to some other person or entity that can complete the Project, or to abandon the Project, and Participant shall notify all Project funders accordingly.

2. The term of this Agreement shall be as set forth on Schedule 1 attached hereto, but may be renewed at the discretion of the FJC Fiscal Sponsorship Committee. This Agreement shall be effective upon the execution of this Agreement by FJC. Upon termination of the Agreement, no further funds designated for Participant will be accepted by FJC; however, any funds previously designated for Participant shall be held for payment, subject to the terms of this Agreement, and all other applicable provisions of this Agreement shall survive until such time as the Project’s remaining account balance has been paid in accordance with the Agreement and all obligations of Participant have been fulfilled.
3. Payments shall be made from time to time in response to written requests, executed by a person authorized in writing by the Participant (“Authorized Signatory”), and submitted together with appropriate invoices, all required social security and/or employer identification numbers (with completed IRS Form W-9) and other documentation, including an acknowledgement that the payee is acting as an independent contractor and certification of no private inurement, in the amounts and at the times so requested, subject to approval by FJC. The minimum payment that may be requested is \$250.00. Payments that do not meet this minimum requirement must be approved by FJC prior to the submission of the request. Each payment request shall constitute a warranty by Participant that the requested payments constitute payment or reimbursement of valid, fair and not excessive expenses of the Project. FJC shall make such payments, provided there are available designated funds, and provided further that FJC is satisfied that Participant continues to perform in accordance with this Agreement

Participant shall be responsible for any tax reporting, tax compliance or tax liabilities regarding, or in connection with, any payments made under this Agreement. Participant shall provide FJC with a Workers Compensation Certificate for all individuals for which payment is sought from FJC. If Participant fails to provide such Certificate then FJC is authorized to charge the Program’s account for any Workers Compensation premiums assessed by the appropriate governmental authority. Participant shall provide FJC with copies of all reports and confirmations reflecting its compliance. Participant shall also be responsible for any third party transactional fees or expenses incurred by FJC in respect of Participant, and the amount of any such fees or expenses will be deducted from the account as incurred. The Project account shall be charged for each outbound wire transfer requested.

Additional Authorized Signatories (up to a total of three Authorized Signatories) may be designated in writing by Participant, signed by an existing Authorized Signatory and the designated additional Authorized Signatory. For security purposes, Participant will provide an e-mail address for each Authorized Signatory.

4. FJC will accept funds designated for the Project, provided that checks are made payable to “FJC,” with Participant’s or the Project’s name in the memo line. Any other checks will be returned. Prior to payment, funds received and designated for the Project will be held and invested. All income earned will be treated in the same manner as funds designated for the Project.

If a contribution is made to the Project with restrictions, reporting requirements, or other conditions, the Project is responsible for ensuring adherence to the restrictions, completing any reports, and compliance with any conditions. FJC will be indemnified by the Project for any failure by the Project to do so.

5. All funds received by FJC will be subject to administrative charges, which for the initial term of this Agreement shall be (1) an initial charge of ***four-six per cent (4-6%) (range to be determined)*** of all funds received by FJC and designated for the Project, plus (2) an annual charge of one per cent (1%) of the average daily balance of funds in the account. The initial charge shall be charged to, and withdrawn from, the account at the time funds are received. The annual charge shall be applied to the account quarterly at the rate of 1/4 of 1% of the average daily balance of the funds designated for the Project, and shall be withdrawn quarterly by FJC from the account. Upon termination of the Agreement for any reason and until all funds held pursuant to this Agreement shall have been paid, subsequent charges shall be deducted from the account at the annual rate of 1% of the average daily balance of such funds and withdrawn periodically. Any bank fees and associated costs incurred or charged by FJC as a result of insufficient funds for a contribution or other reason shall be assessed against this account.

If FJC is required to issue tax compliance reports and confirmations relating to this Agreement, FJC shall charge the account the greater of \$250.00 or \$100 times the number of reports and/or confirmations to be issued.

6. No portion of any funds paid pursuant to this Agreement shall be spent to carry on propaganda or otherwise attempt to influence legislation, nor used for any activity that has not been authorized herein.

***By signing this Agreement you agree that the Participant will not promote nor engage in violence, terrorism, bigotry, or the destruction of any state nor will Participant make sub-grants to any entity that engages in these activities. Participant must take reasonable steps to ensure that the funds provided by FJC are neither distributed to terrorists or terrorist organizations. By signing this Agreement, you and the Participant hereby certify that they are in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, or groups subject to sanctions by the Office of Foreign Assets Control (“OFAC”), or , in the case of foreign recipients of payments hereunder, that they do not deal with any individuals, entities, or groups subject to OFAC sanctions or any other persons known to the foreign recipient to support terrorism or to have violated OFAC sanctions.***

7. Participant shall submit written reports to FJC as follows:
  - a. Participant shall submit semi-annual reports to FJC, on the form provided by FJC, with the initial report due six (6) months after the date of the Agreement and subsequent reports due every six (6) months thereafter as long as Participant is receiving funds under the Agreement and until all funds received have been expended. Each such report shall describe the progress that Participant has made toward achieving the purposes for which funds have been paid, shall certify that there has been no private inurement, shall apprise FJC of the steps Participant has taken to ensure that the funds provided by FJC are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organizations, and shall detail all expenditures thereof. Participant shall provide documentation of expenditures, and Participant’s most current financial statements and/or tax/information returns (including those described in paragraph #3 hereof). Upon FJC’s written request, Participant shall provide a report from a certified public accountant (at Participant’s expense) that all revenue and expenses of Participant have been reported to FJC.

Participant shall provide FJC with all financial and narrative reports necessary to complete the reporting requirements of third party foundations that relate to funds received by FJC on behalf of the Participant. All materials must be received the earlier of fifteen (15) business days from request or ten (10) business days before the report is due to the third party foundation.

- b. Participant shall provide FJC with all proposed publicity or solicitation materials or public notices relating to the Project, whether or not FJC is mentioned, with sufficient time for FJC review prior to use, and shall not release or disseminate any such materials or notices without FJC's consent. Participant shall provide to FJC copies of all other publicity materials and public notices relating to the funded activities.
  - c. If the Participant submits a Form 1023 to the Internal Revenue Service ("IRS") to apply for tax-exempt status as a Section 501 (c)(3) organization while a Participant in the Fiscal Sponsorship Program, Participant shall provide FJC with a copy of the application and all supporting documents submitted.
8. FJC reserves the right to inspect the books and records of Participant with respect to the subject matter of this Agreement and to send a representative to inspect and audit the Project, including the right to determine that Participant has taken adequate measures to protect its charitable resources from diversion to, or abuse or influence by, terrorists or their support networks. Notwithstanding the provisions of paragraph 2, this paragraph 8 shall survive the termination of this Agreement.
  9. Participant agrees that FJC may use Participant's name and/or a brief description of Participant and the Project in FJC's publicly-available descriptive and marketing materials including, without limitation, FJC's website, its brochure, advertisements and any other materials describing the Fiscal Sponsorship Program and/or FJC in general.
  10. Participant agrees to include FJC in all media materials that list supporting organizations and financial supporter(s) of the Project. FJC is to be provided the same size of type and placement as afforded Participant's largest supporter(s) in all printed and web-based materials and named with the equal relevance and time in all audio media listings.
  11. Any contributions, income, property or other value created or earned by the Participant arising from, or as a result of the funds used from or distributed under this Agreement shall be considered to be charitable in nature and cannot be used for the private inurement of Participant or any entity created for the purpose of diverting such income or property. Any such created value must either be used exclusively by the Participant in furtherance of its charitable, educational, religious, scientific, or literary purposes or transferred to FJC. Notwithstanding the provisions of paragraph 2, this paragraph 11 shall survive the termination of this Agreement.
  12. In the event Participant fails to strictly observe the terms and conditions set forth above, or if FJC determines that the Program is no longer being conducted solely for charitable, educational, religious, scientific, or literary purposes, then FJC shall have the right to:
    - a. Withhold any further payments to Participant.
    - b. Terminate this Agreement and any and all obligations that FJC may have hereunder.
    - c. If appropriate, recover all funds paid under this Agreement, together with interest thereon, plus all reasonable attorneys fees, together with all costs and expenses of collection; or distribute any remaining funds in accordance with paragraph 2 above.

13. Participant has the right to terminate this Agreement at any time by providing FJC with thirty (30) days written notice. Upon such termination, the account balance shall be handled as follows:
  - a. If the Participant has received their 501(c)(3) ruling from the IRS, the full balance available in the account must be transferred to the Participant within six (6) months of its receipt of the IRS ruling. Any amounts not transferred to the Participant within such six (6) month period will be forfeited to FJC. A final report on how the funds were used must be submitted to FJC within three (3) months of the account closure.
  - b. If the Participant has requested a termination and has engaged a new fiscal sponsor for the Project, the balance in the account may be transferred to the new fiscal sponsor, pending the approval of FJC and any third party foundations which have sent awards for the Project through FJC.
  - c. If the Participant has requested a termination of the Agreement because the Project is no longer active, the balance in the account will be applied towards any outstanding Project expenditures and the remaining balance donated to a like organization.
14. Participant may not assign all or any portion of its rights under this Agreement without the prior written consent of FJC. FJC may assign its rights under this Agreement without the prior written consent of Participant, provided that FJC shall promptly provide Participant with written notice of any such assignment.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Participant consents to the jurisdiction and venue of Federal or State courts located within such State. Service of process in connection with any dispute arising hereunder shall be binding on Participant if sent to Participant by registered mail or by overnight delivery service (so long as evidence of delivery is available) at the address of record of Participant with FJC. **IN ANY LITIGATION WITH FJC ARISING OUT OF OR RELATING TO THIS AGREEMENT, PARTICIPANT VOLUNTARILY, EXPRESSLY AND INTENTIONALLY WAIVES TRIAL BY JURY AND, IN ADDITION, EXPRESSLY WAIVES THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON THE STATUTE OF LIMITATIONS OR ANY CLAIM OF LACHES OR ANY SET-OFF, COUNTERCLAIM OR CROSS-CLAIM OF ANY NATURE OR DESCRIPTION.**
16. Participant shall indemnify and hold FJC harmless from and against any and all loss, cost, damage or expense, including reasonable attorney's fees, in connection with any and all claims, demands, suits, judgments, tax or other liabilities or obligations which may be asserted or imposed against FJC, directly or indirectly, arising out of any activities of Participant in connection with this Agreement or otherwise.
17. Nothing contained herein is intended or shall be construed to form a partnership, joint venture or similar relationship between the Participant and FJC in connection with the carrying out of the purposes described in this Agreement, or any other activity in which the Participant is or becomes involved. The Participant is acting as an independent contractor and is responsible for paying its own taxes and for its own employees.
18. Participant shall maintain insurance with financially sound insurers on its properties against such risks as fire, public liability, and lack of fidelity by its employees, all as is customary with companies in similar businesses or as reasonably required by FJC. Participant shall have FJC named as an additional insured.
19. All notices, reports and other communications shall be sent to Participant at the address written below and to FJC at 520 Eighth Avenue, 20<sup>th</sup> Floor, New York, New York 10018, Attention: Fiscal Sponsorship Program. Either party may change its address for purposes of this Agreement by providing the other party with written notice of its new address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below.

**PARTICIPANT:** \_\_\_\_\_  
 Organization/Program Name

<b>By:</b>	
Authorized Signatory (Signature)	Authorized Signatory (Signature)
Print Name, Title	Print Name, Title
E-mail Address	E-mail Address
Mailing Address - Street	Mailing Address - Street
City, State, Postal Code and Country	City, State, Postal Code and Country
Telephone	Telephone

Authorized Signatory (Signature)	Authorized Signatory (Signature)
Print Name, Title	Print Name, Title
E-mail Address	E-mail Address
Mailing Address - Street	Mailing Address - Street
City, State, Postal Code and Country	City, State, Postal Code and Country
Telephone	Telephone

**SCHEDULE 1 UNDER FISCAL SPONSORSHIP  
 PROGRAM AGREEMENT BETWEEN  
 XXX AND FJC**

Include the following:

**Term of Agreement:** DATE to DATE

**Performance Goals or Measures** (Please provide an overview of your project goals and anticipated benchmarks for the dates listed above. Attach additional pages if needed): \_\_\_\_\_

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Funds paid by FJC and not used for the Project within one year of Participant’s receipt shall be repaid to FJC.

PARTICIPANT:	
Organization/Program Name	
Authorized Signatory (Signature)	Date
Print Name	Title