

FISCAL SPONSORSHIP AGREEMENT

This agreement (the "Agreement") is entered into as of "x date", by and between the Washington Peace Center (the "WPC") and (the "Project").

WHEREAS, the WPC is an organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the "I.R.C.") and has decided that financial support of the project described in Exhibit 1 of this Agreement (the "Project") will further WPC's tax-exempt purposes.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Washington Peace Center (WPC) agrees to receive grants, contributions and gifts to be used for the Project and to make those funds, less a 7.5% fiscal sponsorship administrative fee, available to the Project within two weeks after the check, money order, wire, or credit card, or cash transaction is cleared by WPC's bank for withdrawal. WPC also authorizes the Project to make purchases on its behalf for use in the Project.
2. The Project shall provide WPC with its governing documents, a completed and filed SS-4 or other documentation satisfactory to Grantor, showing The Project's separate existence as an organization or as an unincorporated association able to establish a bank account in its own name.
3. The Project shall use the grant solely for the Project, and the Project shall repay to WPC any portion of the amount granted which is not used for that Project. WPC retains the right, if The Project breaches this Agreement, or if The Project's conduct of the project jeopardizes WPC's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds. In such extreme circumstances, WPC will spend such funds so as to accomplish the purposes of the Project as nearly as possible within WPC's sole judgment.
4. The Project shall spend all funds received from WPC in furtherance of the Project within one year of receipt. The WPC could request that The Project return any funds not so spent, and could allocate them to the restricted fund designated for purposes of the Project and may spend such funds so as to accomplish the purposes of the Project as nearly as possible within WPC sole judgment.
5. This grant is not earmarked for transmittal to any other entity or person, whether or not mentioned in the Project's proposal or in any other communication with (or from) WPC. The Project accepts full responsibility for the grant, its expenditure and disposition, and compliance with the Agreement's terms and conditions.
6. The Project may solicit gifts, contributions and grants to WPC, earmarked for WPC's restricted fund for this project. The cost of any reports or other compliance measures required by such funding sources shall be borne by The Project.
7. The Project understands that, in compliance with applicable laws, WPC retains full legal ownership of, and discretion and control over, funds contributed to WPC for the purposes of the Project and placed in the restricted fund, until such funds are granted or spent in accordance with this Agreement.

8. The Project is responsible for notifying WPC of substantial benefits provided by The Project to donors in exchange for any contribution, and for estimating the fair market value of such.

9. The Project understands that contributions to WPC for the purposes of the Project are only tax-deductible under the Internal Revenue Code to the extent that they are motivated by donative intent. WPC reserves the right not to accept any contribution. WPC assumes no responsibility for ensuring that contributions to WPC for the purposes of the Project are tax-deductible to any particular donor. WPC does not provide individual tax advice and nothing in the agreement is intended to create an obligation to do so; further, the Project is not to provide individual tax advice to donors.

10. The Project assumes full responsibility for reporting any grants made under this Agreement properly to the Internal Revenue Service, state and local tax authorities, and other appropriate agencies. WPC may, at its sole discretion, deduct from the restricted fund any special or unusual costs it incurs in administering the restricted fund (such as bank penalty fees resulting from a donor's bounced check). Any such amount deducted shall be in addition to the administrative charge described in Paragraph 1 above.

11. WPC hereby appoints the Project, and the Project accepts appointment, as WPC's non-exclusive agent for the limited purpose of receiving from donors proposed contributions to WPC of non-monetary assets for the purposes of the Project ("In-Kind Items"). The Project agrees to report to WPC each In-Kind Item it receives or proposes to receive in the year-end report.

12. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and The Project shall make no such representation to anyone. Please see guidelines regarding how and when to use WPC's name.

13. The Project shall submit a full and complete report to WPC covering each calendar year for which this Agreement is in force (for all or part of the year). The report shall be submitted by The Project no later than January 15 of every year. The report shall include:

- 1.) Any changes to your group structure, including changes to your board (if you have one), contact people, folks in leadership, steering committees, and other relevant information. Please make sure that our contact information for you is up to date by including addresses, phone numbers, and email contact and EIN number.
- 2.) Descriptions of any programs conducted by your group with the use of funds in the past year.
- 3.) A financial report that accounts for funds earned and spent, and estimated percentage of org resources spent on direct lobbying. You can send us a report of your own creation (or from Quickbooks, etc.) or you can make a basic spreadsheet and talk about your expenditure in the following categories: Direct program costs, direct personnel costs, travel, administration. Add categories if you need to.
- 4.) One example of a tax receipt/thank you note provided by your project to one of your donors. If you received no donations, you still must send us a sample thank you letter that you would use if you received donations. Please see the example in the attached guidelines.

- 5.) A list of any in-kind donations worth over \$75 that you gave a tax-receipt for
- 6.) A list of any donations received over \$5000 from any one person or entity. This could be an individual donation or a grant.
- 7.) One copy of any fundraising solicitations sent by your group, and a description of any other fundraising activities conducted
- 8.) One copy of any brochures, action alerts, flyers, or similar materials related to your group
- 9.) The first year we asked people to include copies of donation receipts over \$75 as part of the report. That was really confusing and we decided it wasn't necessary. You don't have to send us anything like that this year. You do, however, have to keep these receipts in your own files for at least 4 years for the IRS. This is for the protection of your donors.

14. WPC, at any time and at its sole discretion, may conduct an audit of the Project's activities. Such audits are intended to investigate and document that the Project is being carried out in accordance with the approved application, this contract, WPC's exempt purposes, and all applicable laws. Failure on the part of The Project to provide full cooperation and adequate documentation (including receipts substantiating expenses) in the event of an audit shall be considered a breach of this Agreement. Such audit may include, but is not limited to, a site visit of the Project. In furtherance of WPC's right to conduct an audit of Project's activities, the Project is required to keep all grant-related, and Project-related, records and documents (including receipts over \$75) for at least four years after this Agreement ends.

15. This grant is not to be used in any attempt to influence legislation within the meaning of I.R.C. Section 501(c)(3) or Treasury Regulation Section 1.501(c)(3)-1(c)(3)(ii), except for expenditures described in I.R.C. Section 4911 up to five percent of The Project's time and funding.

16. The Project 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 cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

17. The Project warrants and certifies that it has not engaged in or supported, and will not engage in or support, any terrorist activity or enterprise, as defined in paragraph 3(d) of Executive Order 13224, or anyone who acts as an agent for such an individual or entity. Any such violation, as determined by WPC, in its sole discretion, is grounds for immediate termination of the Agreement and return to WPC of all funds advanced to the Project under it, including any funds already spent by the Project.

18. The Project warrants and certifies that it complies with the laws of the country or countries in which it is organized, registered and operates, and the laws of any state or locality in which it is organized, registered, and operates. The Project's staff, board, employees, agents, and volunteers are aware of and do not violate any and any term of this Agreement.

19. The Project warrants and certifies that all information and documentation provided in, and in support of, its application to WPC is complete and accurate to the best of The Project's knowledge.

20. The Project shall notify WPC immediately of any change in (a) The Project’s legal or tax status, (b) the Project’s executive or key staff responsible for achieving the grant purposes, (c) the focus of the Project, and (d) any information provided by the Project on its application.

21. The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WPC, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys’ fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of The Project, 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 Project to be funded or financed by the grant.

22. This Agreement may be terminated by either party (a) with cause immediately upon providing notice (in writing or by email) of such termination and an explanation of the cause to the other party, or (b) without cause sixty (60) days after providing notice (in writing or by email) of such termination to the other party. This Agreement may be terminated by the Project when the purposes of the Project can no longer reasonably be accomplished.

23. If the Agreement is not terminated earlier under Paragraph 21 of this Agreement, this Agreement will terminate as of three years from the date of this Agreement, unless the WPC and the Project have agreed to extend the Agreement in a writing signed by both parties hereto. Renewal of this Agreement is subject to the approval of both parties.

24. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

25. 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 a writing signed by both parties hereto.

IN WITNESS HEREOF, the parties have executed this Agreement effective on “x date”.

Washington Peace Center, WPC

By: _____ Dated: _____

Name: _____

Title: _____

The Project

By: _____ Dated: _____

Name: _____

Title: _____

