

FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (Agreement) is made by and between Code for Science and Society, Inc. (CSS), and the advisory committee of _____ (Committee). CSS is a Delaware nonprofit nonstock corporation located in Portland, Oregon, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). The Committee is an unincorporated nonprofit association established to oversee the affairs of the Project described below.

RECITALS

A. The CSS Board of Directors has approved the establishment of a restricted fund to receive donations of cash and other property designated for support of the project known as _____ (the Project) and to make disbursements in furtherance of the Project’s mission to _____.
Currently, the principal office of the Project is located at _____, telephone _____, email _____.

B. CSS desires to act as the fiscal sponsor of the Project, by receiving assets and incurring liabilities identified for the purposes of the Project beginning on the Effective Date as defined in Paragraph 1, and using them to pursue those purposes, which CSS’s Board has determined will further CSS’s charitable and educational goals. The Committee desires to oversee the Project on behalf of CSS, subject to CSS’s discretion and control.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. On _____ (the Effective Date), CSS shall assume operation of the Project, which operation shall continue in effect unless and until terminated as provided herein.

2. Project Activities and Sponsorship Policies. All community programs, public information work, fundraising events, processing and acknowledgment of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of Project funds (including grants), and other activities conducted by the Project shall be the ultimate responsibility of CSS and shall be conducted in the name of CSS, beginning on the Effective Date.

a. Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall become at-will employees of CSS on the Effective Date and shall be subject to the same personnel policies and benefits as are required by law to apply to all employees of CSS. If properly classified, others may work on the Project as independent contractors pursuant to a written service agreement.

b. The parties shall abide by the Sponsorship Policies of CSS set forth on the attached Exhibit 1, which CSS may amend from time to time with advance written notice to the Committee and which include administrative fees, interest, and charges for extra services, to be paid to the general fund of CSS from the restricted fund described in Paragraph 4 below. Such fees, interest, and charges are

necessary to compensate CSS for its services administering the Project, and thus become unrestricted rather than restricted assets when paid. Notwithstanding anything to the contrary in this Agreement or the Sponsorship Policies attached hereto, the administrative fee under this Agreement shall be 15% of gross receipts and 20% of government gross receipts for the Project's work.

c. Unless otherwise agreed, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Project shall be the property of CSS, held for the charitable purposes of the Project.

d. The Project may solicit gifts, contributions, and grants to CSS identified as in support of the purposes of the Project. The Project's choice of funding sources to be approached, and the text of the Project's fundraising materials, are subject to CSS's prior written approval and shall include an express disclosure of Sponsor's variance power under Paragraph 4 below. All grant agreements, pledges, or other commitments with funding sources to support this Project shall be executed by CSS.

3. Delegation. As of the Effective Date, oversight (as defined in the Sponsorship Policies) of the program activities of the Project is delegated by the CSS Board of Directors to the individual members of the Committee, subject to the ultimate direction and fiduciary responsibility of the CSS Board. Acting in their individual capacities, the members of the Committee serve as a subordinate body to the CSS Board to assist with the fulfillment of the purposes of the Project. In matters governed by this Agreement: (a) the Committee's separate legal existence as an unincorporated nonprofit association will be solely for the limited purpose of holding, exercising, and enforcing the contractual duties and obligations CSS may owe to the Committee under this Agreement, and (b) those participating on the Committee do not serve as representatives or agents of any funding source, employer, or any party other than CSS.

4. Restricted Fund / Variance Power. Beginning on the Effective Date, CSS shall place all gifts, grants, contributions, and other revenues received by CSS for the purposes of the Project into a restricted fund to be used for the sole benefit of the Project's mission as that mission may be defined by the Committee from time to time with the approval of CSS. Neither party shall spend or otherwise obligate CSS to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so. CSS retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within CSS's sole judgment, subject to any more specific donor-imposed restrictions, as to purpose, on the charitable use of such assets. The parties agree that all money and the fair market value of all property in the restricted fund shall be reported as the income of CSS on CSS's financial statements and tax returns. It is the intent of the parties that this Agreement be interpreted to provide CSS with variance powers necessary to enable CSS to treat the restricted fund as CSS's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB). Because the restricted fund is held under the charitable trust doctrine for the purposes of the Project as understood by and with funding sources, the parties intend that assets in the restricted fund are not subject to the claims of any creditor or to legal process resulting from activities of CSS unrelated to the Project.

5. Performance of Charitable Purposes. All of the assets received by CSS under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of CSS. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3)

shall be subject to limitations imposed by CSS. CSS shall not use any portion of the assets 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). CSS has determined, based on the advice of tax-exempt legal counsel, that the restricted fund is not a donor-advised fund within the meaning of IRC Section 4966(d)(2) as presently interpreted under federal tax authorities.

6. Termination. This Agreement shall terminate only as follows:

a. This Agreement shall terminate when CSS determines that the objectives of the Project can no longer reasonably be accomplished by CSS.

b. If the objectives of the Project can still be accomplished but either the Committee or CSS desires to terminate CSS's fiscal sponsorship of the Project, the following understandings shall apply. Either CSS or the Committee may terminate this Agreement on 60 days' written notice to the other party, so long as another nonprofit organization acceptable to both parties is found that is tax-exempt under IRC Section 501(c)(3), and is not classified as a private foundation under Section 509(a), is willing and able to sponsor the Project (a Successor). (As used in this Paragraph 6.b., the word "able" shall mean that the Successor has charitable purposes compatible with the purposes of the Project and has the financial and administrative capacity to competently manage the Project.) The balance of assets in CSS's restricted fund for the Project, together with any other tangible and intangible assets held and liabilities incurred by CSS in connection with the Project, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If the Committee has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor acceptable to both parties is found within a reasonable time, CSS may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws.

c. Either party may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving 30 days' written notice to the other party, and any Project assets and liabilities shall be handled in a manner consistent with the provisions stated above in Paragraph 6.b.

7. Miscellaneous. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oregon applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of CSS to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

8. Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with

respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. Electronic Signature. Unless you indicate a preference for paper documents, we will keep your records, including this Agreement, in electronic form. For contractual purposes, you consent to receive communications in electronic form via the email address you have provided us; you consent to use electronic signatures where signatures are necessary; and you agree that all notices, disclosures, agreements, and other communications we provide to you electronically satisfy any legal requirements that those communications would satisfy if they were on paper. You may opt out of electronic communications and records at any time, or request a paper copy of your Agreement by contacting CSS.

10. Committee Receipt of Agreement. By signing this Agreement, the Committee acknowledges that each member of the Committee has received a complete copy of this Agreement and all Exhibits.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement as of the Effective Date set forth in Paragraph 1 above.

Code for Science and Society, Inc.

By: _____
Keith Chreston, Secretary-Treasurer

Dated: _____

[NAME OF COMMITTEE]

[LIST MEMBERS]

By: _____
[ADVISORY COMMITTEE CHAIR]

Dated: _____

By: _____
[ADVISORY COMMITTEE]

Dated: _____

By: _____

Dated: _____

[ADVISORY COMMITTEE]