

NEW VISION HOUSE OF HOPE, INC.

Fiscal Sponsorship Agreement (Comprehensive Sponsorship)

This Fiscal Sponsorship Agreement (this "**Agreement**"), dated as _____, (the "**Effective Date**") is made by and between NEW VISION HOUSE OF HOPE, Inc., a Maryland nonprofit non-stock corporation, qualified as a charity and exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code ("**NEW VISION HOUSE OF HOPE**") and _____ (the "**Program**")

WHEREAS, NEW VISION HOUSE OF HOPE has determined that sponsoring the Program as more fully described on the approved application, will further NEW VISION HOUSE OF HOPE's tax-exempt purpose, its mission, and activities and that providing access to and the benefits of NEW VISION HOUSE OF HOPE's nonprofit status to the Program is consistent with and forwards its mission, principles and work;

WHEREAS, NEW VISION HOUSE OF HOPE's Board of Directors (the "**Board**") has approved the establishment of a restricted fund to receive gifts, grants, contributions, donations, and other support for the Program and to make disbursements to the Program in furtherance of the Program's mission (such gifts, grant, contributions, donations and disbursements and any other income NEW VISION HOUSE OF HOPE receives in connection with the Program, collectively the "**Funds**"); and

WHEREAS, NEW VISION HOUSE OF HOPE desires to act as the fiscal sponsor of the Program by receiving assets and incurring liabilities identified for the purposes of the Program and using them to pursue those purposes, which the Board has determined will further NEW VISION HOUSE OF HOPE's charitable goals.

NOW, THEREFORE, in consideration of the terms and conditions and the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Term: This Agreement will remain in force for a period of one (1) year, commencing on the Effective Date unless earlier terminated in accordance with the terms of Section 13 below (the **Term**). Upon expiration of the Term, the parties may negotiate an extension or one-year renewal'

(1) **Program Responsibility.** By agreeing to the full benefits of fiscal sponsorship, NEW VISION HOUSE OF HOPE shall provide the Services (as defined in Section Below) and assumes programmatic' legal and financial responsibility for all Program activities'

(2) **Restricted Fund.** Beginning on the Effective Date, NEW VISION HOUSE OF HOPE shall place Funds received by NEW VISION HOUSE OF HOPE for purposes of the Program into a restricted fund to be used for the sole benefit of the Program's mission as that mission may be defined by the Program from time to time with the approval of NEW VISION HOUSE OF HOPE. Neither party shall spend or otherwise obligate NEW VISION HOUSE OF HOPE 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. NEW VISION HOUSE OF HOPE retains the unilateral right to spend the Funds so as to accomplish the purposes of the Program as nearly as possible within NEW VISION HOUSE OF HOPE's sole judgment, subject to any more specific donor-imposed restrictions 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 be reported as the income of NEW VISION HOUSE OF HOPE on NEW VISION HOUSE OF HOPE financial statements and tax returns.

(3) **Fundraising.** The Program may solicit gifts, contributions, and grants to NEW VISION HOUSE OF HOPE earmarked for the activities of the Program. The Program's choice of funding sources to be approached, and the text of the Program's fundraising materials, are subject to NEW VISION HOUSE OF HOPE's prior written approval. NEW VISION HOUSE OF HOPE shall be responsible for the processing and acknowledgment of all Funds received for the program, which shall be reported as the income of NEW VISION HOUSE OF HOPE for both tax purposes and for purposes of NEW VISION HOUSE OF HOPE's financial statements. NEW VISION HOUSE OF HOPE must co-sign all original letters of inquiry.

(4) **Grants.** The Program may solicit grants to be paid to NEW VISION HOUSE OF HOPE that are earmarked for the activities of the Program. The Program shall notify NEW VISION HOUSE OF HOPE of grants it plans to pursue

and shall submit to NEW VISION HOUSE OF HOPE a copy of any completed grant application for review and approval by NEW VISION HOUSE OF HOPE prior to submission. The Program acknowledges and agrees that any grant agreements or other contracts shall be executed by NEW VISION HOUSE OF HOPE. As with other fundraising, NEW VISION HOUSE OF HOPE shall be responsible for the processing and acknowledgment of all grant Funds received for the Program, which shall be reported as the income of NEW VISION HOUSE OF HOPE for both tax purposes and for purposes of NEW VISION HOUSE OF HOPE's financial statements.

(5) **Use of Funds.** All Funds received by NEW VISION HOUSE OF HOPE under the terms of this Agreement (less any applicable fees as set forth in Section 10 below), shall be devoted to the purposes of the Program, within the tax-exempt purposes of NEW VISION HOUSE OF HOPE, as understood by and with funding sources.

(6) **Financial Accounting and Reporting.** NEW VISION HOUSE OF HOPE will maintain books and financial records for the Program in accordance with general accepted accounting principles. NEW VISION HOUSE OF HOPE will provide quarterly expenditure reports to the Program, unless an alternate report schedule is specified in writing by the parties. Program shall submit a semi-annual report to NEW VISION HOUSE OF HOPE on program activities.

(7) **Program 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 program funds (including grants), and other activities conducted by the Program shall be the ultimate responsibility of NEW VISION HOUSE OF HOPE and shall be conducted in the name of NEW VISION HOUSE OF HOPE beginning on the Effective Date. NEW VISION HOUSE OF HOPE shall also provide the following services and other activities (collectively, the "**Services**"), beginning as of the Effective Date:

a. Financial management and approval for all cash and noncash donations, grants, contracts, etc. which includes accounting, audit, tax reporting to the IRS, check writing, banking services, grant management and reporting.

b. Human Resources services (as needed) which includes payroll, benefits administration, employment policies and coverage under NEW VISION HOUSE OF HOPE's Workers Compensation Program for all funded staff positions. For purposes of this Section 8(b), two months' worth of salary for any such staff position must be raised on behalf of Program prior to commencement of coverage under the NEW VISION HOUSE OF HOPE Workers Compensation Program).

c. Contract management and approval for all independent contractors.

d. Advice and support for program capacity-building such as budget development, logic model, etc.

e. Oversight of Program activities by the Board and NEW VISION HOUSE OF HOPE staff.

f. Coverage under NEW VISION HOUSE OF HOPE's general liability insurance policies (determined by need and may require additional costs).

g. Opportunities to share in NEW VISION HOUSE OF HOPE network and peer learning/training activities.

(8) **Personnel.** Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Program shall become at-will employees of NEW VISION HOUSE OF HOPE 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 NEW VISION HOUSE OF HOPE. If properly classified, others may work on the Program as independent contractors pursuant to a written service agreement.

(9) **NEW VISION HOUSE OF HOPE Sponsorship Policies.** The parties shall abide by the NEW VISION HOUSE OF HOPE Terms and Policies set forth which NEW VISION HOUSE OF HOPE may amend from time to time with advance written notice to the Program.

(10) **Remuneration to NEW VISION HOUSE OF HOPE.** NEW VISION HOUSE OF HOPE shall receive (i) an administrative and sponsorship services fee of twelve percent (12%) of all Funds and any other revenue received by the Program pursuant to the terms of this Agreement; (ii) payment of any direct costs for Program activities; and (iii) and fifteen percent (15%-18%) to eighteen percent (18%) fee on any government contracts (depending on

the level of data processing involved). The aforementioned government contract fee shall be determined by NEW VISION HOUSE OF HOPE in its sole discretion on a contract by contract basis. The aforementioned fees will be paid to NEW VISION HOUSE OF HOPE at the time the Program receives revenue. In the event the Program does not receive revenue at any time throughout the Term, NEW VISION HOUSE OF HOPE shall charge the Program a \$50.00 quarterly fee.

(11) **Intellectual Property**. NEW VISION HOUSE OF HOPE may obtain access to certain Intellectual Property of Program in connection with this Agreement. The parties hereby acknowledge that Program owns and retains all rights pertaining to its Intellectual Property. NEW VISION HOUSE OF HOPE will not share or disclose Program's Intellectual Property without the express written permission of Program for its use and release. For purposes of this Agreement, "Intellectual Property" means any and all copyrights, information or knowledge, ideas, strategies, models, research, and documents developed, presented, developed, and discussed in connection with this Agreement as it relates to items of information or knowledge, which can be incorporated in tangible objects.

(12) **Termination**. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. Notwithstanding the foregoing, NEW VISION HOUSE OF HOPE may terminate this Agreement immediately upon notice to the Program (i) if the Board determines that NEW VISION HOUSE OF HOPE continued fiscal sponsorship of the Program may jeopardize NEW VISION HOUSE OF HOPE's tax-exempt status; (ii) when the Program no longer requires the services of NEW VISION HOUSE OF HOPE; or (iii) for the Program's breach of this Agreement. Upon termination, NEW VISION HOUSE OF HOPE will provide the Program with detailed revenue/expense/budget reports to determine if there are Funds held by NEW VISION HOUSE OF HOPE for the Program or fees owed to NEW VISION HOUSE OF HOPE. Payment to either party of these funds is due within thirty (30) days of the termination date, unless other terms are mutually agreed upon by the parties in writing.

(13) **Successor Sponsor**. If the objectives of the Program can still be accomplished but the Agreement was terminated by either party in accordance with the Termination provision set forth in Section 12 above, the Program may identify another nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, is not classified as a private foundation under Section 509(a), and that is willing and able to sponsor the Program ("**Successor**"). If a Successor is found, the balance of the Funds held by NEW VISION HOUSE OF HOPE for the Program, together with any other assets held or liabilities incurred by NEW VISION HOUSE OF HOPE in connection with the Program, shall be transferred to the Successor as soon as administratively practicable, subject to the approval of any third parties (including funding sources) that may be required. If the Program has formed a new organization qualified to be a Successor as set forth in this Section 14, such organization shall be eligible to receive all such assets and liabilities so long as such organization is exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code. If no Successor is identified, NEW VISION HOUSE OF HOPE may allocate the Program's Funds, other assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.

(14) **Communications and Brand Identity**. The Program agrees to (i) maintain the Program's integrity by fulfilling its obligations set forth in the program application, plans, contracts, budgets, foundation grants, and as specified on Exhibit A hereto; (ii) maintain regular contact with NEW VISION HOUSE OF HOPE and respond in a timely manner to requests for information from NEW VISION HOUSE OF HOPE staff; (iii) provide original receipts and all requested documentation to NEW VISION HOUSE OF HOPE for expenditures; (iv) identify Program as "a Program of NEW VISION HOUSE OF HOPE, Inc." on all promotional and fundraising materials; (v) allow NEW VISION HOUSE OF HOPE to use Program's fundraising materials to fundraise and/or advertise other NEW VISION HOUSE OF HOPE Programs; and (vi) notify NEW VISION HOUSE OF HOPE of any substantive changes in programming, affiliation or administration of the Program. NEW VISION HOUSE OF HOPE agrees to (i) present a report of Program activities to NEW VISION HOUSE OF HOPE's Board of Directors at regular meetings; (ii) provide the Program with opportunities to share in NEW VISION HOUSE OF HOPE's network and peer learning opportunities; (iii) list the Program in NEW VISION HOUSE OF HOPE promotional materials, websites, newsletters, and other forms of communication; and (iv) allow Program to utilize NEW VISION HOUSE OF HOPE's online fundraising tools.

(15) **Lobbying**. Program covenants, acknowledges and agrees that the Funds shall not be used for lobbying purposes.

(16) **Legal Issues and Indemnification**. If the Program engages in any activity in connection with the Program that requires legal counsel or petitions and generates fees in connection there with (collectively, "**Fees**"), Program agrees to notify NEW VISION HOUSE OF HOPE immediately. The parties agree that, to the extent possible, the Funds should be used to cover such Fees. Where Funds are not available, NEW VISION HOUSE OF HOPE may cover the Fees on behalf of the Program in its sole discretion. The Program hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NEW VISION HOUSE OF HOPE, 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 Program, its employees or agents, in applying for or accepting the Funds, in expending or applying the Funds furnished pursuant to this Agreement or in carrying out the Program, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of NEW VISION HOUSE OF HOPE its officers, directors, trustees/ employees or agents.

(17) **Acknowledgment**. The Program acknowledges and agrees that NEW VISION HOUSE OF HOPE will devote such time to management of the Program Funds and to general supervision of the Program as it sees fit and in its sole discretion.

(18) **Notice**. Notices provided hereunder shall be given in writing by personal delivery, by mail, registered or certified, postage prepaid and return receipt requested, or by electronic communication. Notices delivered personally shall be deemed communicated upon actual receipt; mailed notices shall be deemed communicated three (3) days after the post-marked date of mailing to the below addresses; notices delivered by electronic communication shall be deemed communicated on the date sent.

(19) **Governing Law; Severability**. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland applicable to contracts made and to be performed entirely in such state, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. If any provision of this Agreement or the application thereof is held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and that provision shall be enforced to the greatest extent permitted by law.

(20) **Entire Agreement**, This Agreement and the exhibits and schedules attached hereto 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. This Agreement may not be modified, except in writing signed by the parties.

IN WITNESS WHEREOF the parties have executed this Fiscal Sponsorship Agreement as of the date first written above.

BY: _____

Date: _____

Printed Name/Title _____

NEW VISION HOUSE OF HOPE, Inc. Program Committee Representative: _____

Printed Name and Title : _____