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## NATIONAL PERFORMANCE NETWORK AGREEMENT TO SPONSOR A PROJECT

This letter constitutes an agreement between **National Performance Network** (NPN) and **New Sponsored Project** (here after called NSP). Under the terms of this agreement, stated below, NPN agrees to accept fiscal and administrative responsibility for the NSP, which will be carried out by **Name of Person** (herein after called the PROJECT DIRECTOR). This agreement begins **July 1, 2019** and will conclude by **June 30, 2020**. NPN and NSP will revisit the terms of this agreement in the spring of 2020 for completion of a new agreement to cover the next fiscal year.

The Fiscal Sponsorship between NPN and NSP:

Serves NSP's efforts by providing an institutional infrastructure; and

Serves the NPN's efforts to support the individual artist; to provide organizational infrastructure for large-scale artistic projects with national implications; and to nurture projects that can serve as a model or provide best practices for NPN partners in their home communities.

Under the terms of this agreement, NPN agrees to receive and administer funds raised for this project, in order to qualify the project for compliance with federal, state, city or private regulations and restrictions. In return for this support, NPN will receive a fee of 10% of all monies that is received by NPN for this project. Payment to NPN is due when the money is received. An additional 10% will be withheld until completion of all final reports as legally required. If NPN staff executed final report(s) the 10% withheld will be considered an administrative fee and not paid to NSP.

Funds received for this project will be disbursed to NSP through NPN's regular accounting procedures by requested check, with the exception of the current % fee and 10% final report completion holdback. The disbursement of expenses (e.g. checks, reimbursements, payroll, taxes, etc.) is paid based on cash in the project's account. No expenses will be paid based on accrued, pledged or loaned revenue to the project.

It is understood that activities of this project will comply with all relevant guidelines, regulations, accounting procedures or other matters that deal with financial, legal and administrative aspects of the project. Additionally it is understood that the goals of this project are consistent with the goals and objectives of NPN, and the acceptance of this project was based on appropriate decision-making systems within NPN.

The PROJECT DIRECTOR agrees to carry out the project according to the project's description and assumes responsibility for complying with all legal and other requirements.

The PROJECT DIRECTOR also agrees that this project will be carried out consistent with the project description, unless amended in writing by all parties including any granting agencies. Financial or programmatic success of this project is NOT the responsibility of NPN. The National Performance Network will, however, make every effort to advise the project of relevant financial practices to achieve sound fiscal practices.

**NSP is the programmatic partner and agrees to:**

- Oversee and manage all the programmatic aspects of the initiative.
- Submit payment requests in a timely manner.
- Negotiate contracts, review financial arrangements and manage all financial transactions in compliance with relevant regulations and the project budget.
- Must follow NPN's financial policies including check requests, petty cash, revenue received and payroll, if applicable.
- Staff the project to manage all administrative aspects as needed; document the project; and provide record keeping and administration for the project, including reports as needed.
- Ensure that appropriate credit is given in all printed and publicly issued material for projects supported under this partnership (See CREDIT section below).
- Solely responsible for generating grant requests and proposals, to be submitted to NPN no later than ten working days prior to the deadline that such proposals are due.
- Solely responsible for preparing all narrative and collecting materials for interim and final reports to be submitted to NPN no later than ten working days prior to the deadline that such reports are due.
- Monitor and evaluate the project.

**The National Performance Network will serve as the organizational partner and agrees to:**

- Provide infrastructure support in the form of: financial oversight and management.
- Serve as the fiscal administrator for the project and issue all payments in a timely fashion.
- Ensure that appropriate credit is given in all printed and publicly issued material (See CREDIT section below).
- Ensure that the project is in compliance with terms and conditions set forth by funders of the project.
- Provide a staff liaison to facilitate the working process between NPN and NSP.

The PROJECT DIRECTOR will comply with all NPN internal systems and procedures including:

**FUNDRAISING:** All fundraising for this project will be done in the name of NSP and NOT in the name of NPN. The National Performance Network may only be identified as the project's fiscal sponsor. NPN may mention NSP as a fiscally sponsored project in grants and final reports. It is further agreed that all funding sources will be submitted to NPN for review to ensure that there is no conflict between fundraising for this project and NPN fundraising activities. All contributions for this project received by NPN are tax deductible within the legal limits under NPN's 501(c)(3) status. Checks should be made payable to: **National Performance Network**; please direct contributors to identify *NSP* in the memo field for checks for accuracy and account tracking.

Additional funds for this project may be sought through joint planning by NPN and the PROJECT DIRECTOR. Each organization has sole authority to prioritize such funding requests in the context of other programs and services for which they are fundraising. It is further agreed that all funding sources under NPN auspices will be submitted in advance in writing to NPN to ensure that there is no conflict between fundraising for this project and

NPN's fundraising activities; and to assist with review of documents and expedite submissions of proper documentation to funding agencies. Any proposals, grants and/or funding requests submitted under NPN's name without NPN's prior knowledge is subject to withdrawal by NPN and charge a "Failure to Notify" surcharge of 2% of any awarded funds to the project. No NPN's institutional documents such as board list, financial statements, audits, etc. can be kept on file by the project or submitted without NPN's prior knowledge. The documents must be requested for each individual submission.

**BUDGET:** Budget(s) for NSP will be created by the PROJECT DIRECTOR with consultation from NPN staff if necessary. The overall operational budget for the project will incorporate individual project budgets of any and all awarded grants/gifts, etc.

**CONTRACTING AND PURCHASING:** All contracting for this project must be executed in the name of NSP and not in the name of NPN. The National Performance Network should not be mentioned or named in any contract, purchase order, invoice or other agreement that financially commits this project without an authorized signature from NPN. It is further understood that no independent contract staff and/or volunteer, for the project, will be considered an agent or employee of NPN. Any independent contract staff shall have no claim against NPN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**CREDIT:** All materials that reference this project, including print or electronic, produced by NPN, NSP or artists and/or organizations that receive a subsidy, shall carry the following credit line:

*The National Performance Network (NPN) is the fiscal sponsor of New Sponsored Project.*

Also include the logos of NPN and NSP. All publicity materials or printed matter using NPN's name must be approved prior to printing.

**RECORD KEEPING:** All records will be maintained according to systems and procedures established by NPN. All original financial records remain the property of NPN and will be stored intact for not less than five years following the conclusion of this project. Copies of the financial records will be provided to NSP. The PROJECT DIRECTOR agrees to maintain all other records on the project, providing copies to NPN for its records and/or making the records available to authorized NPN personnel upon request. Copies of all printed material relating to the project must be provided to NPN for its records and archives.

**TERMS AND TERMINATION:** This agreement will be subject to review annually and will terminate if any of the following events occur:

- a. NPN requests NSP to cease activities that it deems might jeopardize its tax-exempt status and the project fails to comply within a period of ten (10) days.
- b. NSP fails to perform or observe any other covenant of this agreement, and this failure remains unremediated fifteen (15) days after notice in writing.
- c. NPN fails to provide fiscal and administrative support as described in this agreement.
- d. The conclusion of the project, as determined by the PROJECT DIRECTOR, and/or upon expiration of funding designated to this project.
- e. The Fiscal Sponsorship arrangement no longer efficiently serves the needs of either party, as determined by the NPN staff and PROJECT DIRECTOR. Notice shall be sent via mail, certified mail, return receipt

requested, and/or shall be deemed given if personally delivered, in fifteen (15) days. All notices shall be sent to all parties at the addressed written above, unless otherwise designated in writing.

New Sponsored Project agrees to hold harmless NPN in any future disputes arising from actions by the project.

\_\_\_\_\_  
Name of Person, Project Director  
New Sponsored Project

\_\_\_\_\_  
Stephanie Atkins, Director of Local Programs  
National Performance Network

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID#:

Mailing Address:

City, State:

Zip code:

DRAFT