

FISCAL AGENT AGREEMENT

This Agreement is made on this ____ day of _____, 2006 between the _____ (hereafter referred to as "Fiscal Agent") and _____ (hereafter referred to as the "Sponsored Organization").

Purpose of Agreement

The Sponsored Organization has proposed that the Fiscal Agent sponsor a project (the "Project") to (describe the project):

The Fiscal Agent has determined that sponsorship of the Project would be consistent with its goals, and wishes to make arrangements with the Sponsored Organization for the implementation and operation of the Project.

1. The Fiscal Agent hereby agrees to sponsor the Project and to assume administrative, programmatic, financial and legal responsibility for the purposes of the requirements of funding organizations. The Sponsored Organization agrees to implement and operated the Project, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
 2. The Project shall be operated in a manner consistent with the Fiscal Agent's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements imposed by funding organizations, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Fiscal Agent's tax-exempt status.
 3. The Sponsored Organization shall not, and shall not permit the Project to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
 4. The Sponsored Organization will provide the Fiscal Agent with reports describing programs and services of the Project in accordance with the following schedule:
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5. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations with the Fiscal Agent's assistance and final approval.
 6. On behalf of the Sponsored Organization, the Fiscal Agent will establish and operate for the use of the Project a designated account ("Account") segregated on the Fiscal Agent's books. All amounts deposited into a Project's Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
 7. The Fiscal Agent will disburse funds from the Account in the following manner: (for example: *as instructed in writing on properly filled-out Fiscal Agent vouchers accompanied by required documentation and only as authorized by this agreement.*)
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Disbursements will be restricted to the support and implementation of the Project only.

8. The Sponsored Organization designates _____ (name) to act as authorizing official. The authorizing official shall act as principal coordinator of the Project's daily business with the Fiscal Agent, and shall have authority to sign disbursement requests and (*add any additional authority*)
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9. The Fiscal Agent and Sponsored Organization will maintain all financial records relating to the Project according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
10. The Fiscal Agent and the Sponsored Organization will reflect the activities of the Project, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of the Project. The Sponsored Organization will provide the Fiscal Agent with proper documentation to accomplish this, including furnishing the Fiscal Agent with the Sponsored Organization's Federal Employer Identification Number.
11. The Sponsored Organization will give proper credit to the Fiscal Agent in all publicity in the following form: "(The Project Name) is a sponsored project of the (Fiscal Agent's Name), with funding provided by a grant from the Southwest Minnesota Arts and Humanities Council (SMAHC) with funds appropriated by the State Legislature."
12. **[optional]** In consideration of the Fiscal Agent's agreement to sponsor the Project, and to cover the Fiscal Agent's expenses in connection with the Project as outlined above, the Project will pay the following fees, charges and expenses:
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13. This agreement will be subject to review _____ (*set forth time period*) and will terminate if any of the following events occur: [*add set here, for example:*
- a. The Fiscal Agent requests the Sponsored Organization 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. The Sponsored Organization fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing.
 - c. Upon expiration of four weeks after either the Sponsored Organization or the Fiscal Agent has given written notice of its intent to terminate the agreement.]
14. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Organization will comply with any termination conditions imposed by funding organizations.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Accepted for the Fiscal Agent:

Authorized signer

Date

For the Sponsored Organization:

Authorized signer

Date

National Endowment for the Arts