

Fiscal Sponsorship Agreement November, 2023

This Agreement is made this _____ day of _____ between the Greater Philadelphia Film Office (the "Fiscal Agent") and _____ (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, financial, and legal responsibility for purposes of the requirements of funding organizations. The Sponsored Organization agrees to implement and operate the Project, in accordance with the terms of this agreement and with any requirements imposed by funding organizations. For the avoidance of doubt, the Sponsored Organization is not, and shall not represent itself to be, an agent of the Fiscal Agent for any purpose whatever, except as explicitly stated in this Agreement. The Sponsored Organization is not granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Fiscal Agent, or to bind the Fiscal Agent in any matter or thing whatsoever.
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 of (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. Upon awarding of a grant, the Sponsored Organization will provide the Fiscal Agent with a copy of all letters, contracts or other records documenting grant parameters as specified by the granting foundation/funding organization.
5. The Sponsored Organization will provide the Fiscal Agent with reports describing programs and services of the Project in accordance with the following schedule: As required by funding organization with the Fiscal Agent's final approval OR report providing projected goals with timeline before the first funds are released, brief interim reports of accomplished and projected goals and final copy of the project.
6. 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 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.
8. It is the responsibility of the Sponsored Organization to state in writing to potential funders that “Contributions to the Greater Philadelphia Film Office pursuant to this solicitation are primarily for the support of _____ (project name) that has been approved and is being sponsored by the Film Office in accordance with its purposes and guidelines.”
9. It is the responsibility of the Sponsored Organization to alert the Fiscal Agent if donors will receive goods or services in exchange for any level of donation. If so, the Sponsored Organization must provide the Fiscal Agent with an estimate of the fair market value of goods to be provided. The donor will be advised that the amount of the contribution that is deductible for federal income tax purposes is limited to the excess of the amount contributed over the value of the goods provided in consideration for their contribution.
10. The Sponsored Organization designates _____ 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 sole authority to sign disbursement requests.
11. 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, **clearly marked** documentation to accomplish this, including furnishing the Fiscal Agent with the Sponsored Organization's Federal Employer Identification Number.
12. The Sponsored Organization agrees to provide screen credit to “Greater Philadelphia Film Office” and/or logo display in all tangible media projects and an acknowledgment of credit in all printed matters for all projects in such form as approved by the Greater Philadelphia Film Office.
13. The Sponsored Organization agrees to employ PA production and service resources whenever possible.
14. The Sponsored Organization, and all solicitations for the sponsored project, agree that since GPFO has full discretion and control over the use of funds to accomplish the charitable purposes of the sponsored project, in the event the Sponsored Organization cannot complete the project, GPFO has the right to redirect funds to a different project that can accomplish the same purpose as the sponsored project.
15. 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:
 - **To initiate consideration of fiscal sponsorship, there is a \$100.00 (\$40 for verifiable student projects) non-refundable application fee. Check payable to the “Greater Philadelphia Film Office” should accompany project treatment and/or script, business plan, prospective budget, bios of principals and any additional information detailing project plans.**

- If approved, the following administration fee scale will be applied for donations for professional projects:

9% \$0 - \$150,000
8% \$151,000 - \$500,000
7% \$501,000 - \$1M
5% Over \$1M
- If approved, a 7% administration fee will be applied for documented student projects.
- **Donors should be instructed to include the project name on the memo line of their check.**

16. The Fiscal Agent will disburse funds from the Account in the following manner: **As instructed on a written invoice accompanied by required documentation and only as authorized by this agreement.** As donated funds clear the bank, Fiscal Agent administrative fee will be retained, and the balance of the funds will be available for disbursement upon submission of an invoice to the Greater Philadelphia Film Office from the Sponsored Organization. The invoice must detail how the dollars will be spent. Documentation (invoices, receipts, checks, etc.) matching each invoice is required with the invoice. The Film Office recommends opening a separate checking account for expenditure of project funds.
17. This agreement will be subject to review annually and will terminate if any of the following events occur:
 - 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;
 - 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;
 - 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.
18. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Organization will comply with any termination conditions imposed by funding organizations.
19. In the event that an audit is required, the Sponsored Organization is responsible for payment.
20. Each of the Parties hereto agrees to hold in confidence and not disclose to persons (other than its employees or agents or affiliates who have a need to know and are bound by confidentiality agreements or other legal obligations), or to use, except as required to perform under this Agreement, any information that is disclosed by the other Party, whether in writing, orally or visually, or that is learned by observation during any visit to the facilities of the other Party (the "**Confidential Information**"), if such Confidential Information: (a) is designated or marked by the disclosing Party as confidential or proprietary at the time of disclosure; or (b) notwithstanding any designation or marking, reasonably should be expected by a Party under the circumstances to be confidential or proprietary information of the other Party. For the avoidance of doubt, the terms and conditions of this Agreement constitute the Confidential Information of each of the Parties and shall be subject to the restrictions on use and disclosure set forth herein.

21. Note that GPFO understands that crowdfunding has become an important way for film and media artists to fund their work. However, since these platforms vary greatly on their fees, setup, and tax-deductibility options, we require that any crowdfunding activities (such as Kickstarter, Indiegogo, GoFundMe, etc.) are carried on outside of the Greater Philadelphia Film Office Fiscal Sponsorship program. This allows us to ensure that the Greater Philadelphia Film Office regulations regarding tax-deductibility are met.

Notwithstanding the foregoing, no obligation shall attach to any Confidential Information which a Party can prove: (i) was in its rightful possession prior to the time of disclosure by the disclosing Party; (ii) is or has become generally available to the public or the industry through no fault of the receiving Party; (iii) was received from a third party who has a legal right to make such disclosures; or (iv) was developed, discovered or arrived at by such Party, its employees or agents, or affiliates independently of and without reference to any of the other Party's Confidential Information. A Party shall not be in breach of this paragraph if it: (i) uses or discloses the other Party's Confidential Information with the written authorization of the other Party, so long as such use or disclosure is within the limits of such authorization; or (ii) is required to disclose information pursuant to a requirement of law or court or governmental order, provided, however, that in such an event the recipient shall notify the disclosing Party of such required disclosure as promptly as possible and shall disclose information only to the extent necessary to comply with such law or order.

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

Accepted for the Fiscal Agent: Greater Philadelphia Film Office

Authorized signer

Date

For the Sponsored Organization:

Authorized signer

Date

Organization Name

Address

City, State, Zip

Phone

Email