**Fiscal Sponsorship Agreement Summary\***

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| **Sponsor** | **[\_\_], a Washington nonprofit Corporation** |
| **Sponsor Authorized Representative** | **Name:**  **Title:**  **E-mail:**  **Telephone:** |

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| **Lead Agency** |  |
| **Lead Agency Representative** | **Name:**  **Title:**  **E-mail:**  **Telephone:** |

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| **Sponsored Project** | **[PANTRY/PROJECT NAME]:**  **Status:**  **Unregistered group Yes No**  **or**  **501(c)3 organization Yes No**  **Federally-recognized Tribe Yes No**  **Church Yes No \_\_\_\_\_\_\_\_** |
| **Sponsored Project Authorized Representative** | **Name:**  **Title:**  **E-mail:**  **Telephone:** |

**Summary\***

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| **The Project** | **See Section A: The Project** |
| **Food Distribution Schedule** | **N/A or See Section B** |
| **Payment Schedule** | **N/A or See Section B** |
| **Maximum Allowable Grant Amount** | **(N/A if not filled in)** |
| **Fiscal Sponsorship Term** | **[start] – [end] OR See Section 5** |
| **Reporting Requirements** | See Section D |
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| **Lead Agency/Lead Contractor Approval Date:** | **[Enter date approved]** |

**\**Funding hereunder is subject to attached Fiscal Sponsorship Agreement.***

**Section A: Project Description**

**INSERT FROM PROPOSAL OR ATTACH APPLICATION**

**Section B: Food Distribution, Invoicing, and Payment Schedule**

[INSERT DISTRIBUTION AND/OR PAYMENT CADENCE HERE] Include how reimbursements work. Include proposed budget and grant award to meet the budget.

**Section C: Agreement Terms**

**Fiscal Sponsorship Agreement**

This Fiscal Sponsorship Agreement (referred to as the “**Agreement**”) is entered into by and among [\_\_], a Washington nonprofit corporation (the “**Sponsor**”), \_\_\_\_\_\_\_\_\_\_\_\_, (the “**Lead** **Agency**”), and the “**Sponsored Project**” listed on the Summary Page (collectively, the “**Parties**,” and each, individually, a “**Party**”). This Agreement shall be effective as of the date that the Lead Agency or Lead Contractor approves this Agreement (the “**Effective** **Date**”).

**Background**

1. The Sponsor is recognized as tax-exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”). The Sponsor has been formed and, according to its bylaws, organized and operated exclusively for charitable, scientific, and educational purposes and fulfills its expressed mission to [enter mission].
2. The Lead Agency administers grants for funding and food under that certain WSDA Grant number [INSERT GRANT NUMBER IF AVAILABLE ] (as now and hereinafter amended, referred to as the “**WSDA** **Grant**”). The Sponsor may be a Lead Agency or a Sub Agency that has a separate agreement with the Lead Agency under the WSDA Grant. The Sponsor works with other organizations through fiscal sponsorship to administer a portion of the WSDA Grant. In addition to oversight of the flow of funds to the Sponsor, the Lead Agency reports back to WSDA certain data and metrics to WSDA under the WSDA Grant.
3. The Sponsored Project, whether an unincorporated association of individuals or an incorporated entity, is undertaking the project described above at Section A, which has been reviewed by the Sponsor to be both in line with the Sponsor’s charitable purposes and an acceptable project under the WSDA Grant (the “**Project**”).
4. The Sponsored Project understands that certain reporting requirements, explained at Section D, below, are necessary for the Sponsor and Lead Agency to meet their obligations under the WSDA Grant. Those requirements are an integral part of this Agreement, and a failure to follow them could result in loss of funding under this Agreement.

**Agreement**

**Given the background above, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions.**

* 1. **Grants for the Project; Inventory Distribution; Accounting and Record Keeping**. The Sponsor will disburse funds (“**Funds**”) or food and other non-monetary items (“**Inventory**”) to the Sponsored Project as described under Section B: Food Distribution, Invoicing & Payment Schedule. The Sponsored Project shall provide reporting to the Sponsor on use of Funds and Inventory as described for the Project against the required metrics listed at Section D: Reporting Requirements (if any). The Sponsored Project shall maintain all books, records, documents, data, and any other evidence of the Project or require metrics for a period of six years from the date of the last disbursement of Funds of Inventory. If there is any claim or litigation involving the information that is started before the end of this six-year period, then the Sponsored Project’s obligations shall continue until the termination of such claim, litigation, or audit. At any reasonable time, the Sponsored Project shall allow the Sponsor or WSDA access to any such books, records, documents, data and any other evidence of the Project.
  2. **Use of Funds for Project**. The Sponsored Project shall only use the Funds and Inventory as outlined in the Project and for no other purpose. The Sponsored Project cannot use Funds or Inventory in any way that jeopardizes the tax-exempt status of the Sponsor. The Sponsor may suspend its obligations to make funds available for the Project’s activities which, in the Sponsor's sole opinion, might jeopardize the Sponsor's tax status. Specifically, the Sponsored Project agrees that it will not use Funds or Inventory to (i) carry on propaganda, or otherwise to attempt, to influence legislation; (ii) campaign for or against any person running for public office; (iii) satisfy a charitable pledge, or any other obligation, of any person or organization; (iv) pledge as collateral; or (v) satisfy outstanding loans, mortgages, or indebtedness by the Sponsored Project or its affiliates.
  3. **Intellectual Property**. Unless otherwise agreed to in writing, 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 the Sponsor.
  4. **Personnel**. Unless otherwise agreed to in writing, any people working on the Project, whether volunteers, employees (W2), or independent contractors (1099) (collectively such people are referred to as the “**Personnel**”), will be considered the appropriate Personnel of the Sponsor.
  5. **Term and Termination; Survival**.  This Agreement will begin on the Effective Date and remain in force until the Fiscal Sponsorship Term end date on the Summary Page or, if not entered there, the second anniversary of the Effective Date, unless earlier terminated. Each Party may terminate this Agreement upon 30 days' written notice. Unless earlier terminated, this Agreement shall automatically renew upon the end date and annually thereafter. Notwithstanding the foregoing, if the Sponsor reasonably determines that its continued fiscal sponsorship of the Project may jeopardize the Sponsor's tax-exempt status, the Sponsor may terminate this Agreement immediately upon notice to the Sponsored Project. Upon termination, all clauses that are, by their nature, intended to survive termination, shall so survive termination.
  6. **Authorized Representative and Notice**. The person listed on the Fiscal Sponsorship Summary Page is authorized to represent the Sponsored Project and the Sponsor. A Party may change its representatives by written notice to the other Parties. Only communications provided by the authorized representatives will be considered formal notice. All notices shall be in writing at the address set forth in the signature blocks below, as applicable, by any of the following means: (a) personal service (including service by recognized overnight delivery/courier service, such as DHL or FEDEX); (b) email; or (c) registered or certified, first-class mail, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner provided above. Any notice under (c) shall be deemed received three (3) days following deposit in the mail. Any notice under (a) or (b) shall be deemed received upon personal delivery or service (or the date of refusal, if personal service or delivery is refused) or when the email is sent.
  7. **Independent Relationship.** This Agreement does not designate any Party as an agent or legal representative of the other Parties for any purpose except for the limited purposes as may be expressly stated herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the Parties.
  8. **Miscellaneous**
     1. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
     2. **Severability; Waiver.** 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. Failure by a Party at any time to require strict performance of any provision of this Agreement will in no way affect such Party’s rights to enforce such provisions nor will any waiver of any breach of this Agreement be held to be a waiver of any succeeding breach of any such provisions or as a waiver of the provision thereof.
     3. **Assignment**. This Agreement, or any rights or obligations under this Agreement, may not be assigned without all the other Parties’ written consent.
     4. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings among the parties as to such matters, oral or written, all of which are hereby cancelled.
     5. **Amendments.** This Agreement may not be amended or modified, except in a writing signed by all Parties hereto.
     6. **Counterparts and Electronic Delivery and Signature**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. In addition, any counterparts may be electronically executed and delivered (e.g. DocuSign).

Sponsor, the Lead Agency, and the Sponsored Project hereby agree to be bound by this Agreement as of the Effective Date.

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| **Sponsor:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Its (title):  Address:  E-mail: | **Sponsored Project**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By:  Its (title):  Address:  E-mail: |
| **Lead Agency:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:  Its (title):  Address:  E-mail: |  |

**Section D: Reporting Requirements**

[Pull from WSDA Contract signed by Lead Agency. Adjust to reflect the timing required by Lead Agency.]