THE COLLABORATIVE
thefilmcollaborative.org

Fiscal Sponsorship Agreement ("Agreement")

RECITALS incorporated into this Agreement are as follows:

A. Grantee wishes to produce a motion picture, digital series, or other media-related Project as described in the Proposal submitted for the Project, including its budget, submitted by Grantee and approved by Grantor, as amended in accordance with Paragraph 6.

B. Grantee wishes to have Grantor act as the fiscal sponsor of the Project by receiving donated funds and other assets intended to support the Project Mission and making grants of these funds and assets ("Grants") to pursue the Project Mission, which Grantor has found to be consistent with its own charitable purposes and its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code ("IRC");

C. Grantee is responsible for the Project and is the primary contact with Grantor. Grantee may designate another individual to handle communications and administration with Grantor. Grantor will communicate with individuals designated by Grantee in writing via email. Grantee shall notify Grantor immediately of any change in Grantee's key personnel or personnel responsible for achieving the grant purposes;

D. Grantee has agreed to materially adhere to the Proposal, produce the Project in a professional, competent, and diligent manner under the terms and conditions set forth hereunder, and to submit any material changes to the Proposal for Grantor's approval, not to be unreasonably withheld, conditioned, or delayed; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor's obligations under this Agreement are subject to the following (individually and collectively, the "Conditions Precedent"): (i) receipt by Grantor of the final execution copy of this Agreement executed by Grantee; and (ii) Grantor's receipt of any documents it may reasonably require to establish Grantee's eligibility to receive Grantor's services under this Agreement.

2. **Restricted Fund / Variance Power**: All gifts, grants, contributions, and other revenues received for the purposes of the Project will be restricted funds to be used for the sole benefit of the Project's mission as described in the Proposal. The parties agree that all money and the fair market value of all property in the restricted fund shall be reported as the income of Grantor, for both tax purposes and for purposes of Grantor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Grantor with variance powers necessary to enable Grantor to treat the restricted fund as Grantor's asset in accordance with Statement No. 136 issued by the Financial Accounting Standards Board while this Agreement is in effect.

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3. Grantee agrees to adhere to the above recitals and conditions precedent in order for this Agreement to be effective. Grantee also agrees to be a member (at the Contributor level or above) in good standing of Grantor throughout the term of this Agreement. Failure to remit membership dues in full and in a timely manner is cause for termination of this Agreement by Grantor, at Grantor's sole discretion. However, such termination shall not affect the reporting obligations of Grantee hereunder.

4. Grantee agrees to use commercially reasonable efforts to produce the Project set forth in the Proposal in a timely manner. In connection therewith, Grantee shall use commercially reasonable efforts to obtain tax-deductible charitable gifts, donations and grants to fund the Project.

5. **Shared Administrative Costs and Administration of Funds:**

   5.1 **Shared Administrative Cost:** Grantor may retain a shared administrative cost equal to five percent (5%) of all funds received from standard grants and donations.

   5.2 **Shared Administrative Cost:** Grantor may retain a shared administrative cost equal to seven percent (7%) of all funds received from grants and donations that require Grantor to submit, administer, manage, or oversee such funds on behalf of the Project, including, without limitation, federal grants and other funding sources that impose additional administrative, compliance, reporting, monitoring, or oversight obligations on Grantor.

   5.3 **Disputes:** If a dispute arises as to ownership of the funds collected under this Agreement, Grantor will retain all funds it is due under this Agreement until the dispute is resolved.

   5.4 **Transaction Fees:** The Parties acknowledge that additional transaction fees apply to all online credit card donations and crowdfunding campaigns. These fees are set by the applicable credit card processor and crowdfunding platform, respectively.

   5.5 **Deduction of Shared Administrative Costs and Transaction Fees:** The actual amount of the shared administrative costs and transaction fees will be deducted from the funds received by Grantor prior to disbursement to Grantee.

   5.6 **Interest:** Any interest earned on the restricted funds will be retained in Grantor's general fund as unrestricted funds, and all such fees, charges, and interest received or retained by Grantor shall be held as unrestricted assets.

6. Grantee shall use the funds allocated to the Project solely for the purpose of supporting the Project, in accordance with the budget in the Proposal approved by Grantor. Significant budget amendments shall be submitted to Grantor for approval in the reports submitted to Grantor pursuant to Paragraph 7 of this Agreement. Grantor will make commercially reasonable efforts to respond to all requests for approval of budget amendments within 14 business days of submission of the request by Grantee. Approval of budget amendments by Grantor will not be unreasonably withheld, conditioned or delayed. Grantee shall return to Grantor any portion of the funds which are not used for the purposes stated in this Agreement.

7. **Reporting**

   7.1 **Annual Reporting:** Grantee shall submit an annual status report in the form prescribed by Grantor, regardless of fundraising activity or whether any activity has

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occurred on the Project since the previous report. The report shall include, but not be limited to:

(a) A Project update;

(b) An accounting of all funds received from Grantor during the previous fiscal year and a summary of other material funding received by the Project from any source, including grants, donations, equity investments, broadcaster funding, and other financial support; and

(c) Such other information reasonably requested by Grantor relating to the Project, its production, distribution, expenses, revenues, fundraising activities, and operations. Grantor agrees to treat all such information as confidential.

(d) Grantee shall maintain records and accounts relating to the Project and all funds received under this Agreement in a form reasonably acceptable to Grantor.

(e) The due date for each annual status report shall be established by Grantor and communicated to Grantee in writing, provided that Grantee shall be given at least fourteen (14) days' notice of the due date.

(f) Failure of Grantee to submit required reports by the applicable due date shall constitute grounds for termination of this Agreement. Grantor may suspend disbursements until all required reports, documentation, and information have been received and approved by Grantor. Such approval shall not be unreasonably withheld, conditioned, or delayed.

(g) Grantee shall comply with all applicable federal, state, and local tax, employment, and reporting requirements.

7.2 **Tax Reporting:** Grantor will issue a 1099 to all applicable Grantees, in accordance with IRS requirements, for the full amount disbursed to Grantee in the previous fiscal year.

7.3 **Survival of Reporting Obligations:** Grantee's reporting and recordkeeping obligations under this Agreement shall survive termination of this Agreement with respect to any period during which funds were received, held, administered, or disbursed under this Agreement.

8. **Funding Disclosure:** Grantee represents and warrants that all funding information concerning the Project known to Grantee has been disclosed to Grantor.

Grantee shall promptly disclose to Grantor all funding received or committed for the Project from any source, including but not limited to grants, donations, sponsorships, equity investments, broadcaster funding, in-kind support, and any other financial contributions. Grantor agrees to treat such information as confidential.

Grantor may request copies of fundraising materials, grant applications, award letters, agreements, and other documents used in soliciting or obtaining funding for the Project.

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Grantee may solicit gifts, contributions, and grants designated for the Project through Grantor. The choice of funding sources to be approached and the content of fundraising materials may be subject to Grantor's prior written approval.

9. **Authority and Agreements**

9.1 **Funder Agreements:** The Grantee shall ensure that the Grantor is designated as the grantee of record on all agreements with funders. The Grantor shall execute all such funding agreements as the grantee. The Grantee shall be identified as the "Funded Project" in such agreements.

9.2 **Project Authority:** All authority and responsibility related to the Project shall be vested in and exercised by the Grantee. The Grantee shall comply with all terms and conditions of this Agreement.

9.3 **Funding Source Requirements:** The Grantee shall comply with, and cooperate in the administration of, all agreements between the Grantor and any funding source, including any donor-imposed restrictions on the charitable use of funds and all reporting requirements.

9.4 **Funding Applications and Reports:** The Grantee shall furnish the Grantor with copies of all successful funding applications, grant agreements, award letters, funding agreements, and all reports required by funders.

9.5 **Oversight and Compliance:** Grantee acknowledges that Grantor's fiscal sponsorship program requires ongoing oversight and compliance activities. Grantee shall reasonably cooperate with Grantor's requests for information, documentation, reports, and other materials relating to the Project, its fundraising activities, finances, operations, and compliance obligations.

9.6 **Variance Power:** Grantor retains full legal ownership of, and discretion and control over, all grant funds, donations, and other contributions received by Grantor for the benefit of the Project, consistent with applicable law and Grantor's variance power.

10. Grantor agrees that nothing in this Agreement gives Grantor or any other third party a membership share, investor share or other ownership interest in the Project, and the materials contained there, including but not limited to any copyright rights, and that the funds received under this Agreement are independent of those received by Grantee from other financing sources. Grantor is not a class member of Grantee or the Project, and Grantor's involvement in the Project has no effect on class members of the Project, nor does it have any effect on the operating agreement for the Project.

11. Grantee agrees that Grantee is responsible for all aspects of the production of the Project. Grantor has no creative or business control of any kind over the Project. Grantee shall be solely responsible for all aspects of the production and distribution of the Project. Grantee shall produce the Project in accordance with the Project Budget appended as part of this Agreement. Grantee agrees that funds will be disbursed to Grantee for expenses on the approved project budget.

12. Grantee shall not use Grantor's taxpayer identification number for any purpose other than facilitating contributions from funding sources to Grantor for Project support. Grantor's marks and logos are for Grantor use only except to extent Grantee's use is expressly permitted by Grantor; Grantee shall not use or reproduce Grantor letterhead.

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13. Grantee hereby agrees to comply with all applicable federal, state, and local laws and regulations applicable to the production and distribution of the Project including but not limited to any contractual or other enforceable or applicable obligations in connection with any of Grantee's donors, grantors, or other financial supporters.

14. **Representations, Warranties, and Indemnification**

14.1 **Grantee Representations, Warranties, and Indemnification:** Grantee represents and warrants that: (i) Grantee has, without limitation, the right to enter into this Agreement; (ii) Grantee is the sole and exclusive owner of all copyrights and other rights in and to the Project, and that there are no actual or pending lawsuits or claims of any kind against the Project, the Grantee, or any other above-the-line persons associated with the Project; (iii) the Project does not and will not violate any third party's personal rights including rights of privacy or rights of publicity, copyrights or trademarks; and (iv) the Project will not be used to support a candidate for public office or specific governmental legislation. Grantee hereby agrees to indemnify, defend, and hold Grantor, its officers, board members, employees and agents harmless against any third-party claims or losses in connection with the Project and any conduct by Grantee whatsoever. This Paragraph will survive the termination or expiration of this Agreement.

14.2 **Grantor Representations, Warranties, and Indemnification**: Grantor represents and warrants that it does and shall throughout the applicable term(s) hereof, have the full right and authority to enter into this Agreement and perform all of its purported duties and obligations hereunder with full legal right and authority under the relevant federal, state and local laws and statutes. Except to the extent that Grantee's indemnity above applies, Grantor shall indemnify and hold Grantee, its licensees, successors and assigns (including without limitation any eventual owner(s) and distributor(s) of the Project) harmless from and against any third-party liability, actions, causes of action, claims, costs, damages and expenses (including, without limitation, outside attorneys' fees, disbursements and court costs regardless of whether litigation is commenced) arising out of, or in connection with the breach by Grantor or any of its principals, agents or employees of any of Grantor's representations, warranties, covenants, agreements, or undertakings contained in this Agreement.

15. **Legal Entity:** Grantee agrees to provide Grantor with its current United States tax identification number and will notify Grantor if this number or official mailing address associated with that number changes at any time during the term of this Agreement. If Grantee does not have a US tax ID Grantee agrees to sign a supplemental Statement for Services Performed Outside of the US agreement. If Grantee is an organization, Grantee represents and warrants that its governing documents, a completed and filed IRS Form SS-4 and/or other documentation deemed satisfactory by Grantor to evidence Grantee's separate existence as a legal entity, are accurate and complete. If Grantee is an individual, (i) Grantee shall personally assume full legal, fiscal, and oversight responsibility for all responsibilities and obligations of Grantee under this Agreement in particular and the grantor-grantee relationship in general and (ii) Grantee shall complete and deliver to Grantor an IRS Form W-9 before any disbursement of funds.

16. **Copyright:** The parties agree that, as to Grantee, the Project is not a "work for hire" as defined in the Copyright Act, and that upon completion of production, Grantor has no right, title, or interest in or to the Project and the material contained therein, including copyright rights.

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Grantee may register the Project with the Copyright Office listing Grantee as the sole author thereof.

17. **Matching Gifts and Stock Donations:**

    17.1 **Matching Gifts:** Grantor is not financially responsible for any matching gift program that does not meet 100% of the original donor's contribution, and confirmation of a matching gift is the responsibility of the Grantee.

    17.2 **Stock Donations:** Grantor is not responsible for market fluctuation from a stock donation. A stock donation will be sold within 3 business days of its confirmed receipt, unless a force majeure event (such as war, market collapse or closure, earthquake, cyber-attack) delays such a sale. Grantee must timely inform Grantor of any stock donations.

18. **Copy of Finished Project:** Grantee agrees to make a copy of the finished Project available to Grantor, for internal use only, at no cost to Grantor. Such copy shall only be for internal use only, and Grantor shall not copy, distribute, or permit access to such copy or any portion thereof to or by third parties.

19. **Credits:** Grantee agrees to acknowledge Grantor's role as fiscal sponsor of the Project by including the credit "Fiscal Sponsorship Provided by The Film Collaborative" in the Project's on-screen credits and IMDb listing, where applicable. The Director of Fiscal Sponsorship and any other Grantor staff who have substantial direct interaction with Grantee shall receive a Special Thanks credit, using their full names.

    Grantor's logo may be included in the Project's end credits and in materials directly related to soliciting tax-deductible contributions for the Project during the sponsorship period, where appropriate.

    Grantor may request removal of its name or logo by providing written notice, including by email, to Grantee. Before the credits are locked, Grantee shall provide Grantor with a reasonable opportunity to review the proposed wording and presentation of Grantor's credit, solely to confirm the accuracy of Grantor's name, role, and logo. Grantor shall provide any comments promptly so as not to delay production or distribution.

    If Grantor's credit is omitted or materially incorrect, Grantee shall make reasonable efforts to correct the omission or error at Grantee's expense, where practicable.

20. **Insurance:** Grantee shall name Grantor as an additional insured on any insurance obtained in connection with the Project and shall provide Grantor with certificates of insurance upon request.

21. **Force Majeure:** Neither party shall be liable for any delay or failure in performance under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, governmental actions, epidemics, pandemics, cyberattacks, failures of communication systems, or natural disasters. The affected party shall promptly notify the other party of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as practicable.

22. **Termination Rights:**

    22.1 **Termination for Convenience:** Either party may terminate this Agreement for any reason by giving written notice, including by email, to the other party. Termination will take effect on the date stated in the notice.

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22.2 **Termination by Grantor for Specified Reasons:** Grantor may terminate this Agreement by written notice, including by email, if:

(a) Grantee or anyone publicly identified with the Project is reasonably accused of or convicted of fraud, a felony, sexual harassment, sexual assault, or a hate crime or hate speech;

(b) Grantor reasonably determines that the Project's objectives can no longer reasonably be achieved or that the Project is no longer aligned with Grantor's mission; or

(c) Grantee, or anyone acting on behalf of the Project, engages in conduct that is abusive, threatening, harassing, discriminatory, or dishonest, or that materially impairs Grantor's ability to administer the Project, protect its personnel, fulfill its charitable purposes, or maintain the integrity of its fiscal sponsorship program.

22.3 **Material Breach; Notice and Opportunity to Cure:** If either party materially breaches this Agreement, the other party may give written notice describing the breach. The breaching party will have ten (10) days after receiving notice to cure it. If the breach cannot reasonably be cured within ten (10) days, the breaching party must begin curing it within that period and diligently continue until it is cured. The parties may agree in writing to additional time. If the breach is not cured within the applicable period, the non-breaching party may terminate this Agreement by written notice. This procedure applies to every material breach, including a breach described in Paragraph 22.2.

22.4 **Remaining Restricted Funds:** If this Agreement ends and restricted funds designated for the Project remain, Grantor may use or distribute those funds as permitted by applicable law and the conditions imposed by the donors, funders, or grantors.

23. **Dispute Resolution:** This Agreement will be governed by, construed and enforced in accordance with and subject to the laws of the State of California applicable to contracts entered into and performed in California. Should the parties to this Agreement have a dispute they must first attempt to resolve the dispute amicably through private mediation if either party wishes, for a period of no less than 30 days. Then, if the dispute is not resolved after the 30 days, the parties may resolve such dispute in the applicable federal or state courts of the City of Los Angeles, California and each party hereby consents to the personal jurisdiction of any such court. In the event that the parties litigate a dispute in a court, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs (including with respect to retaining expert witnesses) in addition to any other relief granted by the court. Except as expressly provided in Paragraph 22, Grantor's remedies for a breach of this Agreement by Grantee are limited to an action at law for damages actually incurred, if any. Except in the case of fraud, Grantor may not seek equitable or injunctive relief.

24. **No Waiver:** The failure of Grantor to exercise any of its rights hereunder may not be deemed to be a waiver of such rights. Each provision of this Agreement will be separately enforceable, and the invalidity of one provision may not affect the validity or enforceability of any other provision.

25. **Not A Joint Venture:** This Agreement may not be deemed to create any relationship of agency, partnership, or a joint venture between Grantee and Grantor or any officer or board member of Grantor.

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