

FISCAL SPONSORSHIP GRANT AGREEMENT

This Fiscal Sponsorship Agreement is made by and between Oregon Wildlife Heritage Foundation dba Oregon Wildlife Foundation (OWF) and (Project Sponsor). OWF is a nonprofit public benefit corporation located in Portland, Oregon, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). (Project Sponsor) is a (legal designation).

RECITALS

- A. The OWF Board of Directors has approved the establishment of a restricted fund to receive donations of cash and cash equivalents designated for support of (Project Name) conducted by (Project Sponsor) and to make disbursements in furtherance of the Project's mission to (Project Goal). Currently the principal office of (Project Sponsor) is located in (Project Sponsor location).
- B. (Project Sponsor) desires that OWF act as the fiscal sponsor agent for (Project Sponsor) and the Project and OWF desires to act as the fiscal sponsor of the Project by, receiving assets and incurring liabilities identified for the Project beginning on the effective date as defined below, and using them to pursue the objectives for which the Project is established, which OWF's Board has determined will further its own charitable and educational goals. (Project Sponsor) will manage the Project in collaboration with OWF.
- C. At their meeting on _____, 20__, the Board of OWF decided that financial support of the Project will further OWF's tax-exempt purposes. Therefore, OWF has created a restricted fund designated for the Project and has decided to grant all amounts that it may deposit to that fund pursuant to the terms set forth below.

Now, therefore, the parties hereby agree as follows:

1. (Project Sponsor) shall provide OWF with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to OWF, showing (Project Sponsor)'s separate existence as an organization/company.
2. (Project Sponsor) shall use the funds granted to it solely for the Project described above, and (Project Sponsor) shall repay to OWF any portion of the amount granted which is not used for that Project. Any changes in the purposes for which funds are spent must be approved in writing by OWF before implementation. OWF retains the right, if (Project Sponsor) breaches this Agreement, or if (Project Sponsor)s' conduct of the Project jeopardizes OWF's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within OWF's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by (Project Sponsor) as part of this Project shall remain the property of (Project Sponsor).
3. (Project Sponsor) may solicit gifts, contributions, and grants to be earmarked for OWF's restricted fund for this Project. (Project Sponsor) will inform OWF of activities related to solicitation of funds with any gifts, contributions and grants secured being subject to approval by OWF before depositing into the restricted fund for this Project. All grant agreements, pledges, or other commitments with funding sources to support this Project via OWF's restricted fund shall be executed by OWF.

The cost of any reports or other compliance measures required by such funding sources shall be borne by (Project Sponsor).

12. (Project Sponsor) hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless OWF, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of (Project Sponsor), its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the Project to be funded or financed by monies granted from the restricted fund, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of OWF, its officers, directors, trustees, employees or agents.
13. Beginning on the Effective Date, OWF shall place all gifts, grants, contributions, and other revenues received by OWF or (Project Sponsor) for the purposes of the Project into a restricted fund to be used for the sole benefit of the Project's mission as that mission may be defined by (Project Sponsor) from time to time with the approval of OWF. Neither party shall spend or otherwise obligate OWF to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall either party authorize or permit anyone to do so. OWF retains the unilateral right to spend such funds to accomplish the purposes of the Project as nearly as possible within OWF's sole judgment, subject to any more specific donor-imposed restrictions, on the designated use of such assets. The parties agree that all money and the fair market value of all property in the restricted fund be reported as the income of OWF on OWF's financial statements and tax returns. It is the intent of the parties that this Agreement be interpreted to provide OWF with variance powers necessary to enable OWF to treat the restricted fund as OWF's asset in accordance with Accounting Standards Codification (ASC) paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board (FASB). Because the restricted fund is held under the charitable trust doctrine for the purposes of the Project as understood by and with funding sources, the parties intend those assets in the restricted fund are not subject to the claims of any creditor or to legal process resulting from activities of OWF unrelated to the Project.
14. This Agreement shall terminate when OWF determines that the objectives of the Project are accomplished or can no longer reasonably be accomplished by OWF. If the objectives of the Project have not been completed but can still be accomplished but either (Project Sponsor) or OWF desires to terminate OWF's fiscal sponsorship of the Project, the following understandings shall apply. Either OWF or (Project Sponsor) may terminate this Agreement on sixty (60) days' written notice to the other party, so long as another nonprofit organization acceptable to both parties is found that is tax-exempt under IRC Section 501(c)(3), is not classified as a private foundation under Section 509(a) (a Successor) and is willing and able to sponsor the Project. The term "able" shall mean that the Successor has charitable purposes compatible with the purposes of the Project and has the financial and administrative capacity to competently manage the Project. The balance of assets in OWF's restricted fund for the Project, together with any other tangible and intangible assets held and liabilities incurred by OWF in connection with the Project, minus any fiscal administration fees accrued, shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required.

If (Project Sponsor) has contracted with a new organization qualified to be a Successor as set forth in this Paragraph, (Project Sponsor) or such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof. If no Successor acceptable to both parties is found within a reasonable time, OWF shall return property to donors and may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws. Either party may terminate this Agreement, based upon a material breach of this Agreement by the other party, by giving sixty (60) days' written notice to the other. Any Project assets and liabilities shall be disposed of at the end of the notice period in a manner consistent with the provisions stated above in this Paragraph.

15. The Parties agree to undertake good faith efforts to resolve any controversy, dispute, or claim arising under or related to this Agreement ("Claim"). For purposes of this Section, the Claimant is the Party asserting the Claim; and the Respondent is the Party responding to the Claim.

Level 1 Dispute Resolution. If a Claimant has a Claim, it will notify the Respondent in writing of the existence of the Claim, including the nature of the Claim and proposed resolution. If the Claim is not resolved within five (5) business days following Respondent's receipt of the written notice of Claim, the parties will proceed to Level 2 Dispute Resolution.

Level 2 Dispute Resolution. If it is not satisfied with the outcome of Level 1 Dispute Resolution, then within five (5) business days Claimant shall notify Respondent's management in writing that it is proceeding to Level 2 Dispute Resolution. Within five (5) business days following its notice of Level 2 Dispute Resolution, Claimant shall submit to Respondent's management a memorandum and supporting documents that (a) details and describes the Claim; and (b) summarizes previous communications between the Parties concerning the Claim and their efforts to resolve it. Within five (5) business days after receipt of Claimant's submission, Respondent shall submit to Claimant its memorandum and supporting documents responding to the Claimant's submission. Within five (5) business days after receipt of Respondent's submission, the Parties' respective authorized representative having authority to resolve the Claim on the Parties' behalf shall meet face-to-face and undertake good faith efforts to resolve the Claim. The meeting will take place at Claimant's office. If the Claim is not resolved at this meeting or within five (5) business days thereafter, the Claimant may proceed to Arbitration.

Arbitration. If not resolved after Level 1 and Level 2 Dispute Resolution, the Claim will be subject to binding arbitration, which will be in accordance with the rules of the Arbitration Service of Portland, Inc., as in effect at the time the Claim is submitted to arbitration. Any demand for arbitration must be filed in writing with the other party to this Agreement and with JAMS. The exclusive venue of any hearing on the merits of a Claim is Multnomah County, Oregon. Any demand for arbitration must be delivered in writing to the other party within a reasonable time after the Claim has arisen; provided, however, that in no event may such a demand be made after the date when institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitation. The foregoing agreement to arbitrate is specifically enforceable in accordance with applicable law in any court having adequate jurisdiction. The award rendered by the arbitrator will be final, and judgment may be entered on the award in accordance with applicable law in any court having adequate jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to agreements made and to be performed entirely within such State.

This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on the ____ day of _____, 20__.

For Oregon Wildlife Heritage Foundation

Tim Greseth, Executive Director, _____ Dated:

For _____

Name, Title, _____ Dated:

Exhibit A

OWF Administrative Policies and Practices

- (Project Sponsor) or his designee will provide the name(s) of (Project Sponsors') staff or contractors authorized to request expense payments.
- Requests for payment should be sent to the attention of Zach Mallavia, by email or standard mail. His contact information is as follows: zachary@myowf.org, 2337 NW York Street, Suite 201C, Portland, Oregon 97210. For questions, please call 503-255-6059.
- Bills are paid "net 30 days" unless otherwise requested. If less than net 30, OWF will make every effort to meet the request but cannot assure our ability to do so.
- **Invoice Payment** – a copy of the invoice must be accompanied by written authorization for payment. Authorization of that payment can be made via email or in a cover note if mailed.
- **Expense Reimbursement** – copies of receipts must be accompanied by written authorization requesting reimbursement. Authorization of that payment can be made via email or in a cover note if mailed.
- **Deposits to the _____ account** – the custodial fund account for our partnership is called "_____." Checks in support of the Project should reference "_____" on the memo line.
 - Deposits to the _____ fund will be made in a timely manner by OWF.
- Unless otherwise agreed to, OWF will charge a 12.5% administrative fee on funds expended from the _____ fund. Quarterly, OWF will withdraw our administrative fee based on payments made from the _____ Fund in the prior quarter.
- OWF will, upon request, compile donor reports for (Project Sponsor).
- OWF is not responsible for tracking grants made by (Project Sponsor) to third parties.