

DOCS IN PROGRESS FISCAL SPONSORSHIP AGREEMENT

Docs In Progress, Incorporated, a Maryland non-profit, tax-exempt corporation, (“Docs In Progress”) and _____ (“Project Director”) agree as follows:

WHEREAS, the Project Director has applied or will apply to various funding sources for funds with the goal to produce a film or video entitled _____ and,

WHEREAS, the Project Director desires to use said funds for the purposes of producing this documentary film or video (application materials attached hereto and by this reference made part of this Agreement); and

WHEREAS, Docs In Progress has obtained tax exemption under IRC 501(c)(3) and provides educational services to assist filmmakers in the art of documentary filmmaking; and,

WHEREAS, Docs In Progress, in furtherance of its mission has selected the Project Director to participate in the Fiscal Sponsorship Program and is willing to serve as a fiscal sponsor to receive and administer funds on behalf of the Project Director pursuant to the terms set forth in this Agreement.

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

1. Project. The Project Director desires to develop and produce a film project described in the proposal, treatment and budget submitted by the Project Director in the application for Docs In Progress Fiscal Sponsorship, as attached and incorporated as part of this Agreement (the “Project”).
2. Docs In Progress Services. Docs In Progress agrees to receive funds in the form of monetary grants, contributions and gifts that comply with the requirements as defined in the Guidelines (as may be amended from time to time) and to make those funds available to the Project Director for use in connection with the Project. Only cash contributions can be received by Docs In Progress. In-kind donations cannot be received as a charitable contribution to Docs In Progress. All contributions made to the project through Docs In Progress must be payable to Docs In Progress. At this point Docs In Progress is unable to offer fiscal sponsorship for grants from federal agencies. Docs In Progress does not provide production services and is not responsible for any work required to produce the Project.
3. Project Director Responsibilities. The Project Director agrees to use best efforts to produce the Project as described in the application materials. The Project Director has assembled or will assemble a production crew capable of producing the proposed Project in a professional, competent and diligent manner. The Project Director accepts all responsibility for all aspects of the production. The Project Director agrees to comply with all laws and regulations, federal, state and local in the production and distribution of

the Project. The Project Director is the individual responsible to Docs In Progress for all aspects of the production of the Project and is the primary contact for the Project.

4. Administrative Fees. Project Director agrees to pay Docs In Progress for its services, the following amounts:

- a. An annual commitment fee of \$95 to maintain membership in the Docs Insiders program and a one-time application fee of \$___.
- b. For administration of any and all funds received (“Administrative Fee”) of five percent (5%) of any and all funds from private donors or foundations received to support the Project or eight and one-quarter percent (8.25%) of any and all funds from government grants.
- c. For any disclosures or compliance reporting required to be made by Docs In Progress to secure a grant on behalf of the Project, a processing fee of two-hundred and fifty dollars (\$250) per grant application.
- d. As an administrative fee, plus any reasonable attorney’s fees incurred by Docs In Progress in processing the grant in the minimum amount of two-hundred fifty dollars (\$250) and for the cost of defending any lawsuits incurred by Docs In Progress as a result of its sponsorship of the Project.
- e. In the event that the fiscal sponsorship is terminated, there is a \$75.00 fee per awarded grant for transferring the Project funds to another fiscal sponsor.

5. Fees for Administrative Support. In addition to serving as fiscal sponsor for the Project, and upon mutual agreement of the parties, Docs In Progress may provide limited office space and administrative support as available to the Project. The Project will reimburse Docs In Progress for office and administrative costs including reception, payroll and accounting support, rent, telephone, internet access, access to copy and fax machines, supplies, postage, printing, and long distance telephone at a rate to be agreed upon between the parties.

6. Fundraising by Project Director. The Project Director agrees to follow fundraising provisions of the Guidelines. The Project Director must submit an updated fundraising tracker every calendar quarter. Among other requirements, the Project Director agrees not to represent to any person or entity that the Project is a non-profit organization and acknowledges that any false representation by the Project Director regarding tax status shall be grounds for termination from the fiscal sponsorship pilot project program. The Docs In Progress IRS taxpayer identification number (“TIN”) and the Docs In Progress stationary is solely for Docs In Progress’ use and cannot be used by Project Director in connection with the Project for any reason except by Docs In Progress staff with the approval of the Docs In Progress Executive Director.

7. Grant Processing. All grant applications must meet the grant provisions of the Guidelines. Upon completion of the application, the Project Director must have the application reviewed and, if applicable, signed by Docs In Progress, at least five (5) working days before the deadline. The Project Director must provide Docs In Progress updates on all grant applications submitted through a provided grant tracker spreadsheet. Docs In Progress retains the right not to apply as the Fiscal Sponsor to any organization including those that may compete with the fundraising of Docs In Progress.
8. Procedures for Disbursement. All funds that Docs In Progress receives for the Project must be payable to Docs In Progress and the payment must clearly indicate that it is designated for the Project. Docs In Progress will disburse funds only after deposits have cleared and at least one (1) week after the funds have been deposited. The Project Director may make only one request for funds disbursement in each calendar quarter as outlined in the Guidelines. Docs In Progress authorizes the Project Director to incur expenditures but only to the extent that the expenses do not exceed the total funds for the Project held by Docs In Progress. The Project Director agrees to use all funds received from Docs In Progress solely for legitimate expenses of the Project and to account fully for the disbursement of these funds by providing supporting invoices and receipts to document expenses. Docs In Progress reserves the right to withhold payment of funds until adequate proof of expenditures is received. In the event that any expenses are paid directly by Docs In Progress, it will obtain authorization from the Project Director before paying these expenses with Project funds.
9. Representations and Warranties. The Project Director represents and warrants that:
 - a. Project Director is fully authorized to enter into this Agreement and is not limited by contract or otherwise to perform the responsibilities and obligations under this Agreement;
 - b. The Project Director shall not use any portion of the funds received by Docs In Progress to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to introduce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor take any other inconsistent with IRC Section 501 (c) (3);
 - c. The proposed Project is original and does not violate the personal or privacy rights, copyrights, trademarks, or any other rights of any third party;
 - d. All funding information concerning this Project, including all awarded grants and any existing or previous fiscal sponsorships, has been disclosed to Docs In Progress; that Project Director has or will provide Docs In Progress with copies of all agreements, contracts, reports, and any such other paperwork relating to Docs In Progress' fiscal sponsorship of the Project; and that the Project Director has an ongoing obligation to report and disclose all funding and fiscal sponsorship information to Docs In Progress.

10. Indemnification. The Project Director will hold Docs In Progress harmless from and indemnify Docs In Progress for any costs related to any third party claims or actions arising from the representations and warranties made, from any breach of this Agreement and for any acts of negligent, knowing or willful conduct by the Project Director. The Project Director is responsible for maintaining adequate insurance coverage for the Project.

11. No Agency. The Project Director agrees and understands that the Project Director is an independent contractor and agrees to be responsible for any and all requirements for unemployment insurance and other tax and licensing obligations arising out of the Project. Nothing in this Agreement shall constitute the naming of the Project Director as an agent or legal representative of Docs In Progress for any purpose. This Agreement does not create any agency, partnership, or joined venture between the parties.

12. Copies of Project. The Project Director agrees to deliver up to five (5) copies of the finished Project in a format agreed upon between the parties to Docs In Progress for archival purposes, for showing at Docs In Progress functions and for such other non-commercial purposes as Docs In Progress may from time to time determine.

13. Rights.

a. *Copyrights*. The Project Director hereby grants to Docs In Progress the irrevocable and non-exclusive right throughout the world to present the Project and to use clips, shots and other materials from the Project in any manner and in any media in connection with activities of Docs In Progress.

b. *Use of Project Director Name*. The Project Director hereby grants to Docs In Progress the irrevocable and non-exclusive right to use throughout the world and in any media, the Project Director's name, likeness, biography and materials developed about the Project for promotional purposes and activities of Docs In Progress.

c. *Trademarks of Docs In Progress*. The name, Docs In Progress, and the organization's logo design are trademarks of Docs in Progress ("Marks"). The Project Director may only use the Marks with the express authorization of Docs In Progress and further agrees not to engage in any use of the Marks that would harm the Marks in any way.

14. Progress Reports. The Project Director agrees to provide Docs In Progress with regular project reports that detail the financial status of the Project and progress on the production, distribution and outreach of the Project, even if there has been no activity on the Project. (“Project Report”). Project reports are due on June 30 and December 31 of each year for projects which have raised less than \$50,000 in the past 12 months and are due on March 31, June 30, September 30 and December 31 for projects which have raised \$50,000 or more in the past 12 months. If Docs In Progress does not receive a Progress Report, it may withhold distribution of funds until the Report is submitted or terminate the fiscal sponsorship, in its sole discretion.

15. Financial Procedures. Docs In Progress will maintain books and financial records for the Project in accordance with generally accepted accounting principles. Docs In Progress will provide reports reflecting fundraising revenue to the Project on a quarterly basis, within two weeks after the end of each quarter.

16. Rough Cut Screening. The Project Director will submit a copy of the rough cut of the Project for review by Docs In Progress. If Docs In Progress has any concerns regarding compliance with grant agreements, funding obligations or credit, it will do so within ten (10) business days of receiving the rough cut.

17. Credit. Whether or not grant funds are actually received or disbursed by Docs In Progress, the Project Director shall acknowledge Docs In Progress in the Project’s closing credits as follows:

Fiscal Sponsorship provided by
Docs In Progress
(Logo of Docs In Progress)

Docs In Progress will provide a file of its logo to include in the closing credits. Docs In Progress has the right to withdraw its name from the credits, in its sole discretion, with or without cause, within ten (10) working days of receiving the rough cut of the Project.

18. Auditing of Books and Records. The Project Director agrees to provide Docs In Progress access to the books and records of the Project at reasonable times and places.

19. Termination. This Agreement may be terminated by either party at any time without cause subject to the following conditions:

- a. If the Project Director desires to terminate the Agreement, the Project must be in compliance with the terms of any grant received in connection with the Project.
- b. Notice of termination must be made in writing, stating ability to do so under any grant agreements, and holding Docs In Progress harmless from any claims arising out of such termination.

c. If Docs In Progress is holding any funds for the Project, Docs In Progress will return the funds to the payer within thirty-days (30) of the termination notice unless the Project Director has identified a successor fiscal sponsor and provided a letter of consent from that fiscal sponsor to serve in such capacity. As noted in 4.e., there will be a \$75 fee for transferring the project to another fiscal sponsor.

20. Amendments. Docs In Progress may, from time to time, amend its Guidelines and will provide the Project Director with written notice. To the extent the Guidelines are inconsistent with this Agreement, this Agreement shall govern. Amendments to the terms of this Agreement shall be in writing and signed by both parties.

21. Dispute Resolution. This agreement shall be governed by and construed in accordance with the laws of the State of Maryland as agreed and made and to be performed entirely within Maryland. In the event of a disagreement between the parties concerning this Agreement or a breach, both parties agree to use their best efforts to resolve the dispute between them, and if necessary, with the assistance of a qualified mediator affiliated with JAMS or a similarly recognized organization. If efforts to resolve the dispute fail, both parties agree that all actions arising out of or relating to this Agreement must be brought before a court in Montgomery County, Maryland.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, oral or written, between the parties relating to the Project.

Executed on the _____ day of _____ of 20__

Docs In Progress

Project Director

By:

By:

Erica Ginsberg

(Name of Project Director)

Docs In Progress Inc.

(Company Name of the legal entity
receiving funds hereunder)

8700 First Avenue

Silver Spring, MD 20910

(Mailing Address)