

Southern Documentary Fund Fiscal Sponsorship Agreement

AGREEMENT, effective DATE, by and between the Southern Documentary Fund, Inc. ("SDF"), a North Carolina nonprofit corporation, and PD Name ("Grantee").

RECITALS

A. SDF, a not-for-profit corporation exempt from federal tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC § 501(c)(3)"), is formed for the charitable and educational purposes of encouraging the production of documentary projects made within or about the American South, including work in sound, text, film, video and photography, as well as web-based documentaries.

B. Grantee, a [describe: individual, corporation, partnership, etc.], has submitted a grant application for a documentary project tentatively titled Project Name (the "Project") (and all references to the Project herein are to the project as explicitly described in the grant request), and SDF has concluded that financial support of the Project will further SDF's tax-exempt purposes.

C. SDF has created a restricted fund designated for the Project and has decided to grant all amounts that it may deposit to that fund, less administrative charges described below, to Grantee, subject to the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Grantee understands that SDF's grant commitment is contingent upon its receipt of outside funds for the Project, and Grantee has undertaken to solicit gifts, contributions and grants to SDF, designated for SDF's restricted fund for the Project. Grantee will provide copies of all proposals to SDF before soliciting funding from any third parties, and SDF reserves the right to approve the choice of funding sources and/or the content of Grantee's fundraising letters and other materials. All grant agreements, pledges or other commitments with funding sources for the Project will be executed with the funding sources by SDF.

2. Any material change to Grantee's fundraising strategy or Project proposal from what was described in Grantee's application that was the basis of SDF's acceptance of the Project must be submitted to SDF for its approval.

3. SDF retains sole control and discretion over the use of all contributions and grants it receives. SDF will maintain financial records for Project funds, and the Project account will be segregated on the books of SDF. If reports are requested or required by a funding source, they will be the responsibility of Grantee, who will provide copies of reports to SDF at the same time that they are submitted to the funding source. In the event a funding source audits the Project, SDF will assist the auditors. SDF will retain all the Project financial records for such period as required by law.

4. To receive grant funds for the Project purposes, Grantee must submit written requests in the form prescribed by SDF no more frequently than once per month. Disbursement checks are written once a month; funds for disbursement requests received by the 15th of any month will be mailed by the 10th of the following month, subject to availability of funds and compliance of the request with the Project description and grant purposes. In no event will SDF transfer or disburse any portion of the grant funds without a properly completed disbursement request from Grantee. Upon Grantee's inquiry, SDF will advise Grantee in a timely fashion of the current balance of funds available to the Project.

5. Grantee will use best efforts to produce the Project as set forth in Grantee's grant application to SDF. Grantee will use the grant funds solely for the Project and as specified in the disbursement request pursuant to which the funds were disbursed, and will repay to SDF any portion of the amount granted which is not used for the Project. Any changes in the purposes for which grant funds are spent must be requested by Grantee, and approved by SDF, in writing before implementation.

6. Grantee will maintain complete and accurate records of all grant funds received and expenses incurred, including receipts, as well as a complete file of all Project contracts, rights arrangements, property acquisitions and other production documents. Grantee will provide copies to SDF of these materials promptly upon the request of SDF.

7. Grantee is responsible for all tax returns, employment taxes, insurance, debts, liabilities and other legal obligations relating to the Project. No person who works on or for the Project will be considered an employee of SDF nor be entitled to make claims against SDF for unemployment compensation, worker's compensation or other employment-related benefits or entitlements.

8. SDF will deduct from donations that are deposited in the restricted fund for the Project an administrative charge equal to 5% of all private and foundation donations and up to 10% of governmental and other awards with more substantial audit requirements. In addition, costs relating to reports or other compliance measures required by funding sources and any other direct, out-of-pocket expenses incurred by SDF on behalf of the Project will be borne by Grantee. If any grant funds are deposited in an interest-bearing account, the interest will be retained by Sponsor to help defray the administrative costs incurred by it arising out of this agreement.

9. SDF will permit Grantee to operate freely within the limits of the Project definition and purposes and will not interfere with such purposes. Subject to Grantee's compliance with its undertakings in this agreement, all right, title and other ownership interests in and to the Project, including without limitation copyright and other tangible and intangible property rights, and all income arising therefrom, shall be the property of Grantee.

10. Grantee will submit a full and complete report to SDF on January 15 and July 15 following the effective date of this agreement until completion of the Project, and a final report and accounting must be submitted no later than 30 days after the completion of the Project. Each report will describe the activities conducted by Grantee during the relevant period in furtherance of the Project and

will provide a detailed accounting of all Project expenditures during the period, in the format required by SDF. SDF will advise and assist Grantee in the preparation of the financial reports and related documentation required hereunder.

11. The finished Project and all publicity and advertising related to the Project will contain prominent placement of SDF's logo, which will be provided by SDF, and appropriate acknowledgment of SDF's involvement, as follows: "[Name of Project] is a program of the Southern Documentary Fund," or "The [name of Project] has been made possible [in part] with the sponsorship of the Southern Documentary Fund, with funding provided by [names of funding sources]," or an alternative format agreed upon with SDF.

12. Grantee will provide a copy (on videotape, DVD or other format as requested by SDF) of the Project when completed. SDF may duplicate the finished Project and may exhibit portions of it for promotional and educational purposes within the charitable mission of SDF. In addition, at SDF's request on reasonable notice and subject to reimbursement of Grantee's travel and lodging, Grantee will attend a public presentation of the Project by SDF and/or, during the 2-year period following completion of the Project, will participate in promotional & educational activities sponsored by SDF.

13. For the two-year period following completion of the Project, Grantee will provide to SDF copies of reviews and other press materials, distribution brochures, notices of exhibitions and awards, and similar information. Grantee acknowledges that SDF may include the title and description of the Project, the names and biographies of participants, the identity of grantors and other pertinent information on the Project in SDF's informational and promotional materials.

14. It shall be a breach by Grantee of this agreement to fail to submit timely and accurate progress reports or to incur Project expenditures that are materially noncompliant with funding source requirements. SDF retains the right, if Grantee breaches this agreement in the foregoing or any other manner, or if Grantee's conduct of the Project jeopardizes SDF's legal or tax status, to withhold, withdraw or demand the immediate return of grant funds and to spend such funds so as to accomplish the purposes of the Project as nearly as possible within SDF's sole judgment and discretion. If SDF determines that the Project cannot be completed, SDF has the right to use the funds in a manner that will accomplish the donors' intention as nearly as possible.

15. This agreement may be terminated by either SDF or Grantee without cause upon 30 days' written notice. In that event, the Project funds cannot be transferred to any individual or entity without the consent of SDF, which shall be restricted to transferring such funds solely to an IRC § 501(c)(3) tax-exempt organization or otherwise in a manner permitted under applicable tax laws.

16. Nothing in this agreement shall render Grantee an agent or legal representative of SDF for any purpose whatsoever nor be deemed to create any relationship of agency, partnership or joint venture between SDF and Grantee, and Grantee shall make no such representation to anyone.

17. The grant is not earmarked to be used in any attempt to influence legislation within the meaning of IRC § 501(c)(3). No agreement, oral or written, permitting such use has been made between SDF and Grantee. Grantee shall not use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, or to take any other action inconsistent with IRC § 501(c)(3).

18. This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

19. This agreement represents the entire understanding of the parties and supersedes any prior oral or written understandings or communications that may have been had between the parties concerning the Project. The agreement is personal to Grantee and may not be assigned without the prior written consent of SDF. The agreement may not be amended or modified, except in a writing signed by both SDF and Grantee.

IN WITNESS WHEREOF, the parties have executed this sponsorship agreement effective on the date first above written.

THE SOUTHERN DOCUMENTARY FUND, INC.

By _____
Director of Operations

NAME [Project Director]

[Address]

[Tax ID or Soc. Sec. Number]