



Community Stewardship. Advocacy. Service.

Agreement (One-Year)

Queen Village Neighbors Association (“QVNA”) is a Pennsylvania nonprofit corporation exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. QVNA’s mission is to provide community stewardship, advocacy and service to help improve the quality of life for Queen Village residents.

[NAME OF GROUP] (“Group”), intends to carry out the Action Plan (“Plan”) [Attachment A]. QVNA’s Board reviewed the Plan and determined that it furthers the charitable mission of QVNA. As a result, the Board directed QVNA to enter into this Agreement on [DATE] by [STATE WHETHER THE DECISION WAS DISCUSSED AND REFLECTED IN BOARD MINUTES, AND/OR WHETHER IT WAS APPROVED BY A BOARD VOTE.]

Group desires to be fiscally sponsored by QVNA. QVNA intends to fiscally sponsor the Group. Each party represents that its signatories are authorized and sufficient to bind such party.

This One-Year Agreement replaces any prior written or oral understandings and along with the QVNA Fiscal Sponsorship Program Policy (“Policy”) in effect at the time of its execution [Attachment B], is the parties’ entire Agreement with respect to the subject matter. All points of clarification regarding this Agreement and subject matter will be the sole right of QVNA; please contact QVNA at 215-339-0975 or info@qvna.org regarding any aspect of this Agreement.

QVNA and Group agree that:

1. The Group’s Board-approved Plan shall not be changed without prior written consent of QVNA. The Group shall provide QVNA with biannual reports and shall promptly notify QVNA if any person who signs this Agreement on behalf of the Group leaves the Group.
2. The relationship between QVNA and the Group is that of a grant maker and a grant recipient. The Group is not an agent or legal representative of QVNA.
3. The Group may not hold out the Plan as a QVNA project, or a joint venture or partnership with QVNA. The Group may not represent that it is partnering with QVNA, shall not use the name or logo of QVNA in connection with work carried out by the Group, shall not sign for QVNA, and shall not represent that it has the capacity to commit QVNA or speak for QVNA.
4. Fiscal Sponsorship Grants shall not be used:
 - a. Other than as described in the application for the Fiscal Sponsorship Grant.
 - b. In violation of this Agreement or the Plan.
 - c. In violation of law or funding requirements.
 - d. In a way that jeopardizes QVNA’s tax-exempt status. This includes, without limitation, using Fiscal Sponsorship Grants to:
 - (i) attempt to influence legislation or participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office, or otherwise engage in the carrying-on of propaganda within the meaning of Section 501 (c)(3) of the Internal Revenue Code,
 - (ii) cause any private inurement or improper private benefit to occur, or
 - (iii) take any other action inconsistent with Section 501 (c)(3) of the Code, or state or local law.

In addition, the Group may not use the Group’s name or any Group activity to endorse, support, or otherwise engage in partisan or political activity, or the endorsement of a cause.



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- 5. The Group, on behalf of itself and all current and future members and participants, waives and releases QVNA from any and all claims, liability, and damages (consequential and otherwise) against QVNA arising in connection with this Agreement unless the claims reasonably assert gross negligence or willful misconduct on the part of QVNA. To the fullest extent permitted by law, the Group agrees to indemnify, defend, and hold QVNA and its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable counsel fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Group, its steering committee, directors, officers, members, agents, in connection with:
 - a. the Plan, work carrying out the Plan, solicitations, grant applications;
 - b. guests or participants of any event, whether fundraising, celebratory, or Plan-related in nature; or
 - c. any other matter relating to the Agreement.
- 6. QVNA is entitled to terminate this Agreement if the Group fails to meet any obligations under this Agreement or the Policy, and does not correct the failure within seven (7) calendar days after written notice from QVNA (or immediately in the case of a threat to life, safety, property, or the reputation of QVNA). If this Agreement expires or ends for any reason, money in the Account will be transitioned as described in the Policy.
- 7. Delay or failure in exercising a right under this Agreement, or a partial or single exercise thereof, is not a waiver of that or any other right.

Group will provide to QVNA its progress report no later than _____. This Agreement takes effect on the date that it is executed by all signatories.

ACCEPTED FOR [name of group]:

_____	_____	_____
Printed Name of Group Chair and Key Contact	Signature	Date

_____	_____	_____
Printed Name of Steering Committee Member	Signature	Date

_____	_____	_____
Printed Name of Steering Committee Member	Signature	Date

ACCEPTED FOR QUEEN VILLAGE NEIGHBORS ASSOCIATION:

_____	_____
QVNA President Eleanor Ingersoll	Date

Attachments:

- A. Group Action Plan approved by QVNA Board
- B. Group-Acknowledged Fiscal Sponsorship Program Policy