



Contract for SharedGeo Fiscal Sponsorship Services

This is an agreement for fiscal sponsorship services, entered into between SharedGeo and the United States National Grid Institute (“Project”).

Recitals

SharedGeo is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code, as most recently amended. SharedGeo's mission is to help government, nonprofit, education, and corporate entities use mapping technologies and share geographic data for the public good.

The United States National Grid Institute (“Project”) is an unincorporated association with the mission to promote awareness and use of the U.S. National Grid standard as the nation’s primary geo-location coordinate system and 'language of location' for emergency response, data analysis, asset management and public mapping.

SharedGeo is willing to receive tax-deductible charitable contributions for the benefit and use of the Project. The Project, with the administrative assistance of the SharedGeo, desires to use these funds in order to implement the Project’s purposes.

Agreement

By entering into this Agreement, the parties agree to the following terms and conditions:

1. Receipt of Funds: SharedGeo agrees to receive grants, contributions and gifts to be used for the Project, and to make those funds available to the Project, minus assessed administrative fees, as specified in this agreement.
2. Administrative Fees: To defray the expenses associated with administering the Project, the Project agrees to pay SharedGeo an administrative fee of 5% on all income received including, but not limited to, grant income and contributions.
3. Acknowledgments: SharedGeo and Project agree that all grants, charitable contributions, and gifts that SharedGeo receives for the Project will be reported as contributions to SharedGeo, as required by law. SharedGeo further agrees to acknowledge the receipt of any such grant, charitable contribution, or gift in writing, and to furnish evidence of its status as a tax-exempt

Contract for SharedGeo Fiscal Sponsorship Services

organization under Section 501(c)(3) as requested, or as required by law. In its acknowledgement of gifts made on behalf of the Project, SharedGeo will inform the donor that the contribution made will benefit the Project.

4. Protection of Tax-exempt Status: The Project agrees not to use funds received from SharedGeo in any way that would jeopardize the tax-exempt status of SharedGeo. The Project agrees to comply with any written request by SharedGeo that it cease activities which might jeopardize SharedGeo's tax status, and further agrees that SharedGeo's obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by SharedGeo before implementation. SharedGeo retains the right, if the Project breaches this Agreement, or if the Project jeopardizes SharedGeo's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

The Project shall not attempt to influence legislation or participate or intervene in any political campaign on behalf (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 of 1986).

5. Notice to Project By SharedGeo: SharedGeo agrees to notify the Project of any change in its tax exempt status.

6. Use of Funds: SharedGeo will allow the Project to make expenditures from funds collected by SharedGeo to achieve the purposes of the Project. In no case will any such expenditure exceed total contributions for the Project received by SharedGeo, and SharedGeo will not advance funds to the Project beyond those received by the SharedGeo. The Project agrees to use any and all funds received from SharedGeo solely for legitimate expenses of the Project and fully to account to SharedGeo for the disbursement of these funds. Prior to any such expenditure, SharedGeo will obtain authorization from the Project to pay these expenses using the Project's funds.

7. Financial Accounting and Reporting: The Project will in all cases follow SharedGeo's financial policies and accounting procedures as established by SharedGeo. Specifically, the Project will adopt SharedGeo's fiscal year, which extends from January 1st through December 31st. SharedGeo will maintain books and financial records for the Project in accordance with generally accepted accounting principles, and the Project's revenue and expenses shall be separately classed in the books of SharedGeo. SharedGeo will provide reports reflecting revenue and expenses to the Project on a quarterly basis, within 30 days after the end of each quarter. Project will ensure records for any financial accounts it maintains are provided to SharedGeo on a monthly basis.

8. Budgeting: The Project will provide SharedGeo with its annual budget at the beginning of each fiscal year.

Contract for SharedGeo Fiscal Sponsorship Services

9. Governance: Authority to manage the programmatic activities of the Project is delegated to the Project. Normally, the Project's Board will exercise that authority. Notwithstanding the forgoing, both SharedGeo and Project agree that the relationship established by this agreement is premised upon the mutual understanding of SharedGeo and Project that the goals and activities of both organizations will be compatible. In order to maintain such compatibility of goals and activities over time, Project agrees to inform SharedGeo of any new or changed activities contemplated by Project, and if SharedGeo determines that the programmatic activities of the Project are in fact inconsistent with the goals and activities of SharedGeo, SharedGeo shall draw this immediately to the attention of Project, and shall retain the right to terminate this agreement, pursuant to the provisions of Paragraph 14.

10. Fundraising: The Project may solicit gifts, contributions, and grants on behalf of the SharedGeo, and such gifts, contributions, and grants, if and when received, will be earmarked for the activities of the Project. The Project's choice of funding sources to be approached and the text of the Project's letters of inquiry, grant applications, and other fundraising materials are subject to approval by SharedGeo. SharedGeo's Executive Director must co-sign all original letters of inquiry, grant proposals, and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Project shall be executed by SharedGeo. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Project. The SharedGeo's Executive Director must be copied at least one week in advance on all progress and final report submissions. SharedGeo shall be responsible for the processing and acknowledgment of all monies received for the project, which shall be reported as the income of SharedGeo for both tax purposes and for purposes of SharedGeo's financial statements. Grants involving government or public agency monies have substantial reporting and auditing requirements; therefore, if the Project desires to apply for government or public agency grants, the Project must get advance approval to do so from the SharedGeo's Executive Director.

11. Renewal of This Agreement: If both SharedGeo and Project desire to do so, this agreement may be renewed annually, and the annual term of any such renewal shall be coincident with SharedGeo's fiscal year.

12. Termination: Either party may terminate this Agreement by giving 90 days' written notice to the other party.

13. Disposition of Assets and Liabilities: If either party terminates this agreement, any funds collected on behalf of the Project, and remaining in the possession of SharedGeo at the time of termination, shall be disposed of according to existing written agreements with funding sources. If the Project continues beyond the term of this agreement, funds and assets not covered by existing written agreements with funding sources may be transferred to another nonprofit corporation (the Successor) that is tax-exempt under IRC Section 501(c)(3) and that is not classified as a private foundation under Section 509(a). The Successor must be willing and able to sponsor the Project. The Successor must be approved in writing by SharedGeo and the Project by the end of the 90-day period for written notice of termination. If a Successor is found, the balance of assets not covered by existing agreements with funding sources held by SharedGeo

Contract for SharedGeo Fiscal Sponsorship Services

for the Project, together with any other assets held or liabilities incurred by SharedGeo in connection with the Project, shall be transferred to the Successor at the end of the 90-day period of written notice of termination or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required. If the Project has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the 90-day period of written notice of termination or any extension thereof. If no Successor is found by the end of the 90-day period of written notice of termination, SharedGeo may allocate the Project's assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations. The time period covered by this agreement is from January 1, 2022 to December 31, 2022, and the agreement will terminate on the date last specified, unless it is either renewed as specified in Paragraph 13, or is terminated with 90 days written notice by either SharedGeo or the Project, as provided in Paragraph 14.

By signing below, both parties hereby execute this Agreement according to its terms, and the individuals signing on behalf of SharedGeo and the Project, by signing this Agreement, certify that they are legally empowered and authorized to do so on behalf of SharedGeo and the Project, respectively.

For - SharedGeo:



Administrative Director

Date: March 4, 2022

For - United States National Grid Institute:



Chair

Date: March 4, 2022