



NW Kids

FISCAL SPONSORSHIP GRANT AGREEMENT

Program Name: NW Kids
Program Manager Name: Jeremy Bowers
Program Sponsor: Humanitarian Social Innovations
Program Team Member Names: N/A
Date: April 13, 2023
Prepared by: Linda Rentschler

On April 13, 2023, Humanitarian Social Innovations, Inc. (Grantor) decided that financial support of the program described in the Application for Membership that precipitated this Agreement will further Grantor's tax-exempt purposes. Therefore, Grantor has created a restricted fund designated for such program, and has decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to NW Kids (Grantee), subject to the following terms and conditions:

1. Grantee shall provide Grantor with its governing documents, a completed and filed IRS Form SS-4 or other documentation satisfactory to Grantor, showing Grantee's separate existence as an organization if not provided during the application process.
2. Grantee shall use the grant solely for the program described in the accompanying Application for Membership, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that program. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the program jeopardizes Grantor'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 program as nearly as possible within Grantor's sole judgment. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this program shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions and grants to Grantor, earmarked for Grantor's restricted fund for this program. Grantee's choice of funding sources to be approached and the text of Grantee's fundraising materials are subject to Grantor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this program via Grantor's restricted fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. An administrative charge of ten percent (10%) of all amounts placed on deposit for Grantee into the restricted fund shall be deducted by Grantor to defray Grantor's costs of administering the restricted fund and this grant.
5. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
6. Grantee shall submit a full and complete report to Grantor on a quarterly basis. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
7. This grant is not to be used in any attempt to influence legislation within the meaning of IRC Section 501(c)(3), except for expenditures described in IRC Section 4911.
8. Grantee shall not use any portion of the funds granted herein 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, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).

9. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, and (b) Grantee's executive or key staff responsible for achieving the grant purposes.

10. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, 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 Grantee, 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 program or program to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or agents.

11. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. Time is of the essence of this agreement and of each and every provision hereof. The failure of Grantor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

12. If the Program becomes inactive as defined in the Administrative Terms and Policies accompanying this contract, it will enter a probationary period following which this Agreement may be terminated should probationary conditions not be met.

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

14. 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 April 13, 2023.

By: Humanitarian Social Innovations

Print _____,

Signature

Dated: _____
Grantor

By: NW Kids

Print _____,

Signature

Dated: _____
Grantee