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~~Draft~~ Fiscal Sponsorship Agreement between
NYC Mesh and ISOC-NY

Mission of Fiscal Sponsorship

NYC Mesh is a community-based organization that seeks to create a community owned network throughout New York State. The Internet Society's New York chapter has been advocating for an open internet since 1995. NYC Mesh currently supplies support services to 50 individuals, businesses, and community organizations that share free internet access to the surrounding areas. In an effort to expand coverage and bandwidth availability, ISOC-NY has agreed to act as fiscal sponsor for NYC Mesh.

Community Stewardship

In order to fulfill the non-profit filing of ISOC-NY, and its mission, all equipment, hardware, and spectrum for NYC Mesh's free network (also known as 'the project') will be available for use on the network to anyone who shares their access to said network. Although paid services may be offered on top of the network, commercial content will never be prioritized in transit. By joining the free network, organizations, individuals, and communities agree to do the same.

In addition to the technical aspects of our community involvement, no racism, sexism, ableism, ageism, or other discriminatory or culturally insensitive actions will be tolerated.

Legal and Regulatory Concerns

In order to ensure regulatory and legal compliance, stakeholders from both organizations will meet at least once a quarter and provide reports. If more meetings are required, they can be called by either party. ISOC-NY's representative will be either the treasurer or some other party chosen in his or her place. NYC Mesh's finance committee will oversee day to day spending while ISOC-NY will handle the money for recurring payments. All in-kind and small monetary donations will be reported in a timely manner to ISOC-NY. Donations from our website will go directly to ISOC-NY for accounting purposes and be used to pay monthly charges. To ensure transparency, all donations and spending will be placed publicly and prominently on our website at nycmesh.net on at least a monthly manner. Hard copies of receipts and other spending documentation will be handed over to ISOC-NY for tax and accounting purposes.

Operations

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NYC Mesh seeks to rent data center space in any of several locations throughout NYC. While NYC Mesh will raise the funds through memberships, donations, and services, those funds will be held by ISOC-NY for the purposes of paying monthly rent and hardware costs. Any in-kind or small monetary donations will be reported to ISOC-NY through monthly expenditure sheets on our website and quarterly meetings with ISOC-NY. In addition to these regular meetings, an ISOC-NY member will do an annual audit of NYC Mesh to ensure compliance.

The primary relationship between ISOC-NY and NYC Mesh will be financial. To cover the costs of liability and additional tax accounting incurred in this relationship, ISOC-NY will take 10% of all donations accepted through the NYC Mesh website, with the exception of any personal funds from Brian Hall or other NYC Mesh principals, and compensation from third parties for services supplied on behalf of NYC Mesh. ISOC-NY and NYC Mesh will pay for their respective insurance coverage.

Financial liquidity. ISOC-NY will not be responsible for any financial obligations not covered by donations.

Intellectual Property

Any intellectual property developed, researched, or created in the relationship between ISOC-NY and NYC Mesh will be released under applicable open-source or creative commons license. NYC Mesh will make it available on the free network, on the internet, for auditing, editing, or any other non-commercial use.

Data Usage Policy

Any private information collected on the behalf of NYC Mesh for purposes of network deployment, growth, or development will remain private and in control of NYC Mesh and will not be shared or sold to any third parties.

Operational Policies and Procedures.

The fiscal sponsor maintains clear written operational policies and procedures, orienting all staff and project leaders about the relationship between NYC Mesh and ISOC-NY.

Sufficiency of Systems. The fiscal sponsor builds, maintains and continually improves financial management, accounting, administrative, reporting, and technical assistance systems in ways that meet these guidelines.

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Compliance with Terms of Grants and Contracts. The fiscal sponsor ensures projects comply with financial, programmatic, and administrative requirements of grants and government contracts.

Document Retention. The fiscal sponsor retains and protects financial and personnel records, required minutes of financial committee meetings, and all other documents in accordance with all applicable laws.

Board Accountability, Ethical Conduct and Governance

Community Accountability. The fiscal sponsor's board of directors ensures that project oversight mechanisms exist to protect the public interests served by sponsored projects.

Disposition of Project Assets. "Separation," in the terms of this document is the process of ending the financial relationship between ISOC-NY and NYC Mesh. With the exception of any hardware and equipment owned by volunteers with NYC Mesh, separation refers only in the dissolution of the financial and administrative agreements outlined in this document. The fiscal sponsor, when separating the project, will consult with the original donors where appropriate or required; transfer remaining project assets to a successor charity; and/or otherwise reach a responsible decision about disposition of remaining project assets that concurs with the original purposes for which they were acquired.

Expectations of NYC Mesh

Financial liquidity. It is the responsibility of NYC Mesh to ensure sufficient funds are available to cover its expenses at all times.

Ethical Conduct. The fiscal sponsor expects that all project personnel will act with high standards of ethical conduct.

Avoiding Conflicts of Interest. The fiscal sponsor requires that project leaders avoid conflicts of interest.

Active Project Fundraising. The fiscal sponsor expects project leaders to conduct the primary work of resource development and fundraising. ISOC-NY, will, however be expected to promote the project on its website, promotional emails, and/or social media to better promote the project.

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Project Reports. The fiscal sponsor expects project leaders to assume responsibility for reporting orally and in writing to fiscal sponsors and project donors, and for maintaining relationships with donors.

Public Policy Engagement. The fiscal sponsor provides and expects project leaders to understand and comply with the required legal and ethical guidelines when engaging in lobbying and public policy advocacy activities.

Disclosure and Communication of Project Status. The fiscal sponsor requires projects to clearly disclose and state in writing their affiliation with the fiscal sponsor in all grant proposals, solicitations and published materials.

Injurious Activities. The fiscal sponsor expects that no project will knowingly engage in any activity that jeopardizes the sponsor's corporate, nonprofit or tax-exempt status or otherwise create injurious liability.

Dispute Resolution. The fiscal sponsor, while retaining full legal and fiscal control of projects, works to fairly resolve disputes that may arise between the fiscal sponsor and project leaders.

Project Termination and Separation. The fiscal sponsor will define the process through which fiscal sponsor staff and project leaders discuss the timing, steps and procedures for separating the project. NYC Mesh will be the sole authority to actually terminate the project.

Review of Terms: The terms of this relationship will expire one year after the date of signing and must be re-assessed by both parties.

Seven day grace period.

The respective boards of ISOC-NY and NYC Mesh have seven days to review this agreement after which it will take effect for the full period.

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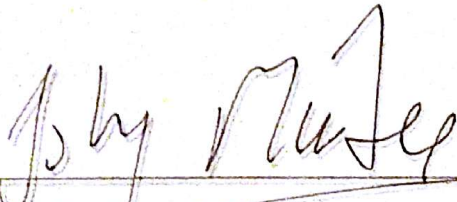
Signatures



Brian Hall, NYC Mesh

8.3.16

Date



Joly MacPhee, President, ISOC-NY

8/3/16

Date