

## FISCAL SPONSORSHIP GRANT AGREEMENT – MODEL C

This Fiscal Sponsorship Grant Agreement (the “Agreement”) is made by and between Independent Arts & Media (“Sponsor”), and The Crucible (“Grantee”). Sponsor is a California nonprofit public benefit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (“IRC”) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). Grantee is a California public with a principal office located at 1260 7th Street, Oakland, California 94607.

### RECITALS

A. The Sponsor’s Board of Directors (the “Sponsor Board”) has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the project known as *The Crucible Project* (the “Project”), which is a set of charitable programs and activities with a mission to developing education and artistic programming to ensure that fine and industrial arts are accessible for all ages, backgrounds, and abilities, and within the range of permissible activities consistent with IRC Section 501(c)(3). After appropriate due diligence of Grantee’s qualifications and the Project proposal, Sponsor is satisfied that the Project is consistent with Sponsor’s charitable purposes and Grantee is capable of producing the Project in a professional, competent, and diligent manner. Accordingly, Sponsor has decided to grant all amounts and assets that it may receive and deposit to that restricted fund (less any administrative charges set forth herein) to Grantee, subject to the terms and conditions of this Agreement, to be used in support of the purposes of the Project.

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets identified with the purposes of the Project beginning on the Effective Date as defined in Section 1, and using them to pursue the objectives for which the Project is being established, which the Sponsor Board has determined will further Sponsor’s charitable purposes. Grantee desires to conduct the Project with the grant support of Sponsor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. On June 1, 2020 (the “Effective Date”), this Agreement shall commence and shall continue in effect unless and until terminated as provided herein.
2. Project Activities. Sponsor shall not be responsible for the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of funds granted to Grantee, or other matters related to activities conducted by Grantee, whether associated with the Project or otherwise. No person working on the Project shall be an employee of Sponsor with respect to such work. Grantee shall assume full and complete responsibility for all liabilities to third parties incurred by or in connection with the Project, including but not limited to accounts payable, any and all claims whether asserted or unasserted while this Agreement is in effect, any performances due under contracts, any goods to be delivered, and any services to be performed.
3. Affiliate Policy Manual. Grantee shall provide Sponsor with its governing documents, Employer ID Number, and other documentation satisfactory to Sponsor, showing Grantee’s separate existence as an organization. Grantee shall abide by the Model C Affiliate Policy Manual of Sponsor attached hereto as Exhibit A (the “Policy Manual”), which Policy Manual may be amended by Sponsor

in its sole discretion from time to time with written notice to the Grantee. The Policy Manual includes, in addition to other provisions, the administrative and other fees to be paid to the general fund of Sponsor from the Restricted Fund, as defined in Section 9 below.

4. Grants. Sponsor shall have authority over the financial administration of the Restricted Fund, as defined below, and shall be responsible for the processing, acknowledgment, and deposit in the Restricted Fund of cash and noncash items received to support and advance the purposes of the Project. Sponsor shall make grants from the Restricted Fund to support the purposes of the Project, subject to the terms and conditions of this Agreement, in amounts and at times in Sponsor's sole discretion. All other authority and responsibility related to the Project shall be vested in and exercised by Grantee, including the duty to comply with the terms of this Agreement and with the terms of any agreements with funding sources, including the preparation of grant reports, although ultimate responsibility for administration of the Restricted Fund rests with Sponsor. All grants made pursuant to this Agreement are gifts, subject to the conditions and restrictions contained herein, and not payments for services. Any grant of a noncash item shall be granted to Grantee on an "as is" basis without any warranty or representation whatsoever, either express or implied, about the condition, merchantability, design, or operation of such item, or its fitness for any particular purpose, or the quality or capacity of the materials in it.

5. Intellectual Property. Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained or created by Grantee as part of the Project shall remain the property of Grantee, and Grantee shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, Grantee agrees to give archival materials, including documents, collateral, and finished products, to Sponsor at no cost for inclusion in Sponsor's archives, and for use in Sponsor's promotional efforts subject to any third party rights in, and restrictions on the use of, such property. Grantee further agrees to ensure that any finished product or products created by Grantee as part of the Project using funds granted by Sponsor are produced, provided, or otherwise utilized in a manner that benefits the public. Sponsor shall further have the right to reproduce, without any further required consent or license from Grantee, any finished product or products created by Grantee as part of the Project using funds granted by Sponsor in furtherance of Sponsor's exempt purposes.

6. Solicitation of Funds. Grantee's directors, officers, employees, and authorized volunteers may, as agents of and on behalf of Sponsor, solicit gifts, contributions, and grants to Sponsor, designated for the purposes of the Project. The choice of funding sources to be approached and the text of fundraising materials shall be subject to Sponsor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support the purposes of the Project shall be executed by Sponsor.

7. Use of Grants. Grantee shall use all grants disbursed from the Restricted Fund by Sponsor solely for the purposes of the Project in a manner that is consistent with IRC Section 501(c)(3), and Grantee shall repay to Sponsor any portion of any grant that is not spent or committed for those purposes. Any significant change in the purpose for which a grant is used must be approved in writing by Sponsor before implementation. Sponsor retains the right, if Grantee materially breaches this Agreement, to withhold, withdraw, or demand immediate return of grants made from the Restricted Fund, and to spend such amounts so as to support and advance the purposes of the Project as nearly as possible within Sponsor's sole judgment. Grantee agrees to acknowledge Sponsor's sponsorship/grants

in any Project credits. This acknowledgement shall include a website URL for Sponsor on Project documents, collateral, and finished products. Grantee further agrees to comply with all state, federal, and local laws, in the production and/or distribution of publications or other goods or services produced by the Project.

8. Independent Contractors. With regard to the selection of any contractors, vendors, or subgrantees to advance the purposes of the Project, Grantee retains full discretion and control over the selection process, acting completely independently of Sponsor. There is no agreement, written or oral, by which Sponsor may cause Grantee to choose any particular contractor, vendor, or subgrantee.

9. Restricted Fund; Variance Power. Beginning on the Effective Date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor to support and advance the purposes of the Project into a restricted fund to be used for the sole benefit of furthering the purposes of the Project as those purposes may be defined by Grantee from time to time within the tax-exempt purposes of Sponsor and with the approval of Sponsor (the "Restricted Fund"). Sponsor retains the unilateral right to spend such funds so as to support and advance the purposes of the Project as nearly as possible, subject to any donor-imposed restrictions as to purpose and consistent with the terms of any applicable grant agreement regarding the charitable use of such assets. With regard to the selection of Grantee or any other grantee to carry out the purposes of the Project, Sponsor retains full discretion and control over the selection process, acting completely independently of any revenue source. The parties agree that all money, and the fair market value of all property, in the Restricted Fund be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Restricted Fund as Sponsor's asset in accordance with Accounting Standards Codification ("ASC") paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.

10. Reporting and Recordkeeping. For so long as this Agreement is in effect, Grantee shall submit semi-annual interim written reports to Sponsor on June 21 and December 21 of each year, or on the nearest business day following such dates should they fall on a weekend or holiday. Grantee shall also submit a final report to Sponsor upon termination of this Agreement. Each report shall describe the charitable programs conducted by Grantee with the aid of the Sponsor's grant(s), the expenditures made with grant funds, updates on production deadlines, and Grantee's compliance with the terms of this Agreement since the later of the Effective Date of this Agreement or the date of the Grantee's most recent prior report to Sponsor. The reports required to be submitted by Grantee to Sponsor pursuant to this Section shall contain sufficient information to establish that all grant funds were used for the purposes of the Project in furtherance of Sponsor's exempt purposes. Grantee shall treat grant funds as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the Project shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Sponsor at reasonable times for review and audit, and shall comply with all reasonable requests of Sponsor for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Sponsor for at least four years after completion of the use of the grant funds.

11. Performance of Exempt Purposes. All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor. All grant funds shall be used by the Grantee solely for the purposes of the Project and, unless Sponsor and Grantee enter into a separate written grant agreement, Grantee shall not use any portion of the grant funds to attempt to influence legislation within the meaning of IRC Section 501(c)(3). Grantee acknowledges that any and all grants made by Sponsor to Grantee are intended to constitute “controlled grants” within the meaning of 26 CFR § 56.4911-4(f)(3) unless otherwise specified in a separate written grant agreement. Should Grantee use any portion of the grant Funds for a purpose other than the purposes of the Project, including attempts to influence legislation or for other lobbying activities, without the prior written consent of sponsor Grantee shall repay to Sponsor any portion of the grant funds which is not so used by Grantee. If Grantee engages in conduct that Sponsor determines in its sole discretion may jeopardize Sponsor’s legal or tax-exempt status, Sponsor retains the right to withhold, withdraw, or demand immediate return and repayment of any grant funds from Grantee. Grantee shall not use any portion of the grant funds or proceeds of the grant funds to directly or indirectly 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).

12. Termination.

a. Grounds for Termination. This Agreement may be terminated (1) by Sponsor when the objectives of the Project can no longer reasonably be accomplished, including when insufficient funds remain in the Restricted Fund held for the purposes of the Project, as determined by Sponsor in its sole discretion; (2) by either party when either Grantee or Sponsor desires to terminate Sponsor’s fiscal sponsorship of the Project for any reason; or (3) by either party based upon a material breach of this Agreement by the other party. When either party desires to terminate this Agreement, it shall provide a written notice of termination to the other party.

b. Understandings Upon Receipt of Notice of Termination. Upon receipt of a written notice of termination of this Agreement on any grounds, the parties shall have sixty (60) days to find another nonprofit corporation which is (i) tax exempt under IRC Section 501(c)(3); (ii) not classified as a private foundation under IRC Section 509(a); and (iii) willing and able to sponsor the Project (a “Successor”). The ability to sponsor the Project shall be evidenced by having exempt purposes consistent with the purposes of the Project and the administrative and financial capacity to competently and lawfully sponsor the Project. The Successor must be approved in writing by both parties by or before the end of the 60-day period. If the parties do not identify or are unable to agree on a Successor by the end of the initial 60-day period, Grantee shall have an additional 60-day period to find a Successor, subject to Sponsor’s approval in its sole discretion. If a Successor is found and agreed to by the parties, the balance of assets, including any tangible or intangible noncash assets, held by Sponsor in its Restricted Fund for the purposes of the Project shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If Grantee has formed a new organization meeting the definition of a Successor as set forth in this Subsection, such organization shall be eligible to receive all such assets so long as such organization has received a determination letter from the

Internal Revenue Service indicating that such qualifications have been met, by no later than the end of the notice period or any extension thereof.

c. Timing of Termination. This Agreement shall terminate upon the earlier of (1) the expiration of the notice period or any extension thereof as set forth in Subsection b above, or (2) the transfer of the balance of assets held by Sponsor in its Restricted Fund for the purposes of the Project to a Successor. If no Successor is found within the notice period or any extension thereof as set forth in Subsection b above, this Agreement shall terminate and Sponsor may dispose of the assets held in the Restricted Fund for the purposes of the Project, in its sole discretion, in any manner consistent with applicable tax and charitable trust laws. If the parties mutually wish to earlier terminate this Agreement without identifying a Successor, they may do so in a writing signed by both parties.

13. Grantee Warranties. Grantee hereby represents and warrants that it is duly formed, validly existing, and in good standing and has all requisite power and authority to engage in the activities contemplated by this Agreement. Grantee further represents and warrants that the Project and its production do not violate any personal or private rights, copyright or trademark rights, or any other rights of any third party. In addition to the obligations set forth in Section 14 of this Agreement, Grantee agrees to hold Sponsor harmless from, and defend Sponsor against, any claims of such violations, including, without limitation, reasonable attorneys' fees and court costs of Sponsor, its officers, directors, employees, and agents.

14. Indemnification. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, losses, suits, proceedings, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, or its officers, directors, employees, agents, successors, and permitted assigns in applying for or accepting grants from Sponsor, in expending or applying the funds furnished by Sponsor pursuant to such grants, in carrying out the Project, or from any material breach of this Agreement by Grantee. Grantee shall assume, at its sole cost and expense, the defense of such Claim with counsel reasonably satisfactory to Sponsor. Grantee will not be subject to any liability for any settlement made without its consent. Grantee shall not, without consent of Sponsor, effect any settlement or discharge or consent to the entry of any judgment, unless such settlement or judgment includes as an unconditional term thereof the giving by the claimant or plaintiff to Sponsor of a general release from all liability in respect of such Claim. Notwithstanding anything herein to the contrary, the indemnification provisions of this Section shall survive any termination of this Agreement.

15. Limitation of Liability. IN NO EVENT SHALL SPONSOR BE LIABLE TO GRANTEE FOR ANY DAMAGES WHATSOEVER, INCLUDING LOST REVENUE OR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION, HOWEVER ARISING, AND EVEN IF GRANTEE WAS MADE AWARE OF THE LIKELIHOOD OF SUCH DAMAGES ARISING.

16. Notice. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by electronic mail or facsimile in the manner provided in this Section, to the following persons:

To Grantee:           The Crucible  
                          Attn: Susan Mernit, Executive Director  
                          1260 7th Street  
                          Oakland, CA 94607  
                          Telephone: (510) 444-0919  
                          Electronic Mail: susan@thecrucible.org

To Sponsor:           Independent Arts & Media  
                          Attn: Lisa Burger  
                          P.O. Box 420442  
                          San Francisco, CA 94142  
                          Telephone: (415) 738-4975  
                          Electronic Mail: admin@artsandmedia.net

A party may change its address or other contact information included above by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address or other contact information.

If sent by mail, notice shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by facsimile or electronic mail, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine or the electronic mail account, addressed as set forth above. For purposes of calculating these time frames, weekends, and federal holidays shall be excluded.

17. Insurance Obligations. Sponsor may require Grantee, at its sole cost and expense, to procure and maintain insurance in commercially reasonable amounts and by an insurer reasonably acceptable to Sponsor against claims for injuries to persons, damages to property, or loss of any kind which may arise from the production of the Project, or any actions taken in connection with the Project, by Grantee or Sponsor, their officers, directors, agents, representatives, employees, or subcontractors. If such insurance is required, Grantee agrees that Sponsor, its officers, directors, agents, representatives, employees, and subcontractors are to be covered as additional insureds. Grantee further agrees to provide Sponsor with copies of insurance certificates evidencing such coverage and receipts showing payment of premiums therefore, and will deliver updated certificates and receipts upon Sponsor's request. Sponsor shall have no liability whatsoever for any loss that may occur by reason of the absence, insufficiency, or cancellation of any insurance coverage.

18. Miscellaneous. 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. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The parties hereto agree and consent to the exclusive jurisdiction of and venue in the courts of general jurisdiction of the State of California located in the City and County of San Francisco, California. This Agreement may not be assigned by Grantee, including by operation of law, without the prior express written consent of Sponsor. This Agreement shall be enforceable by, inure to the benefit of, and be binding upon the parties' respective successors in interest, if any, and any permitted assigns. Time is of the essence of this Agreement and of each and every provision hereof. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and no party shall make any such representation to anyone. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Any waiver of any terms, covenants, and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants, and/or conditions hereof shall not be construed as a waiver of any other terms, covenants, and/or conditions hereof nor shall any waiver constitute a continuing waiver.

19. Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated herein by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement; provided, however, that the Policy Manual of Sponsor attached hereto as Exhibit A may be amended by Sponsor from time to time in its sole discretion with written notice to Grantee. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

20. Authority. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

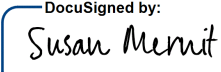
IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective as of the Effective Date.

**INDEPENDENT ARTS & MEDIA**

By:    
 DocuSigned by:  
Lisa Burger  
DE99D15EB55549E... \_\_\_\_\_  
Lisa Burger, Executive Director

Dated: June 4, 2020 | 3:40 PM PDT \_\_\_\_\_

**THE CRUCIBLE**

By:    
 DocuSigned by:  
Susan Mernit  
AEG09G2D992F7469... \_\_\_\_\_  
Susan Mernit, Executive Director

Dated: June 4, 2020 | 3:53 PM PDT \_\_\_\_\_

**EXHIBIT A**

**MODEL C AFFILIATE POLICY MANUAL OF  
INDEPENDENT ARTS & MEDIA**

**See attached.**





## **MODEL C AFFILIATE POLICY MANUAL** *Revised March 2020*

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### **1) IAM'S CHARITABLE PURPOSE**

Independent Arts & Media ("IAM") is recognized as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code ("IRC"). IAM's specific charitable purpose as stated in its Bylaws is currently: to raise and support the educational, cultural, and social levels of, and expand the related opportunities available to, the residents of the San Francisco Bay Area and surrounding regional and national communities, including members of under-served, minority, and low-income communities, through the development of non-commercial projects for the benefit of the general public, including, but not limited to, educational, cultural, community, media, news, and art-related projects. In furtherance of these purposes, IAM offers fiscal sponsorship to selected projects.

To advance this charitable purpose, IAM's mission is to steward and empower independent art and media projects that foster community and civic participation, and facilitate cultural engagement and free expression.

### **2) PROGRAM OVERVIEW**

- In this Model C Affiliate Policy Manual (the "Policy Manual"), the term "Affiliate" is used to refer to the other party to the respective Fiscal Sponsorship Agreement for the project (which is defined in such agreements as "Grantee"). Affiliate agrees to abide by the terms and provisions of this Policy Manual, in accordance with the terms of the respective Fiscal Sponsorship Agreement. This Policy Manual may be amended from time to time by IAM in its sole discretion.
- For those projects which it agrees to fiscally sponsor, IAM provides an appropriate level of oversight, depending on the type of fiscal sponsorship in use, and agrees to accept contributions, which are tax-deductible to the extent permitted by law, for the purposes of such projects.
- For each project that it fiscally sponsors, IAM establishes a restricted fund on its books to receive and manage gifts and contributions for the purposes of the specific sponsored project. IAM retains ultimate control over the funds and assets held in the restricted fund, subject to the restriction as to purpose, but will use such funds and assets at its discretion to

support the purposes of the sponsored project, subject to the terms of the respective Fiscal Sponsorship Agreement.

IAM offers two types of fiscal sponsorship: comprehensive fiscal sponsorship (sometimes referred to as Model A fiscal sponsorship) and preapproved grant relationship fiscal sponsorship (sometimes referred to as Model C fiscal sponsorship).<sup>1</sup> IAM generally uses the terms “Model A” and “Model C” to refer to the types of fiscal sponsorship that it provides.

- In a Model C fiscal sponsorship relationship, generally speaking, the other party to the Fiscal Sponsorship Agreement is a separate legal entity independent of IAM that is responsible for operating the sponsored project. Pursuant to the respective Fiscal Sponsorship Agreement, the other party typically receives grants from IAM to support the purposes of the sponsored project.
- In a Model A fiscal sponsorship relationship, generally speaking, the sponsored project is an internal program of IAM, which IAM is ultimately responsible for operating. The other party to the Fiscal Sponsorship Agreement is typically a project steering committee that is an unincorporated nonprofit association, formed for the limited purpose of entering into and enforcing the respective Fiscal Sponsorship Agreement (referred to as the “Steering Committee”). Separately, IAM typically delegates authority to manage the program activities of the sponsored project to one of more individual members of the Steering Committee, acting as agents of IAM (collectively referred to the “Project Committee”), subject to the ultimate discretion and control of IAM’s board of directors. The Project Committee acts as an advisory body with respect to the sponsored project and is an internal part of IAM. The Project Committee may, but is not required to, delegate such authority to manage the program activities of the project to a project director, who, if any, is an agent of IAM and is subject at all times to the ultimate direction and control of IAM’s board of directors (the “Project Director”).

### 3) ELIGIBILITY FOR MODEL C FISCAL SPONSORSHIP

To be eligible for Model C fiscal sponsorship by IAM, the following must be true:

- Affiliate, through the project to be sponsored, must use media, journalism, arts, and/or culture to build community and civic participation; facilitate cultural engagement and free expression; empower and sustain independent production; and/or otherwise include activities that advance IAM’s mission and charitable purpose.
- Affiliate, through the project to be sponsored, must in some manner serve low-income, neglected, overlooked, and/or otherwise underserved communities and populations of all sorts, scopes, and scales.

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<sup>1</sup> The “Model A” and “Model C” terms are set forth and further described in *Fiscal Sponsorship: Six Ways to Do It Right* (by Gregory L. Colvin, Study Center Press, 2005).

- Affiliate must be based in the United States or have a U.S.-based manager of national, regional, or local programming, with whom IAM can communicate.
- Affiliate's project to be sponsored will not include any activities that constitute the indirect or direct participation in any campaign for or against a candidate for public office; that induce or encourage violations of law or public policy; that cause any private inurement or improper private benefit to occur; or that otherwise are inconsistent with IRC Section 501(c)(3), and Affiliate shall not use any grant funds received from IAM for such purposes. Unless IAM and Affiliate enter into a separate written grant agreement specifically permitting it, Affiliate also shall not use any portion of the grant funds received from IAM to attempt to influence legislation within the meaning of IRC Section 501(c)(3) and the associated Regulations.

#### 4) OVERVIEW

In a Model C fiscal sponsorship relationship, IAM and Affiliate remain separate and distinct legal entities and Affiliate has ultimately responsibility for all oversight, administrative, and financial duties related to the sponsored project. In a Model C fiscal sponsorship relationship, the following is true:

- **Affiliate and IAM are separate and distinct legal entities, and the sponsored project is a program of Affiliate.** Because the project is a program of Affiliate, and not of IAM, the activities of the sponsored project are carried out by Affiliate employees, contractors, volunteers, and other agents, as appropriate and as determined by Affiliate. No person working on the project shall be an employee, contractor, or agent of IAM with respect to such work.
- Affiliate shall be responsible for all of the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of funds, or other matters related to activities conducted by Affiliate, whether associated with the project or otherwise. All project activities shall be conducted in the name of Affiliate. Affiliate, and not IAM, will be the party to any contracts or other agreements related to the activities of the project.
- Because the sponsored project is an internal program of Affiliate, all liability associated with the activities of the project and of any agents of Affiliate acting in connection with the activities of the project rest with Affiliate.
- Because IAM has decided that the purposes of the project are consistent with its own exempt purposes, it has agreed to create a restricted fund on its books and to receive assets for the purposes of the project. IAM controls the financial administration of the restricted fund, and makes grants from the fund to Affiliate in its discretion to support the purposes of the project. As set forth in the Fiscal Sponsorship Agreement, Affiliate must use all funds granted to it by IAM for the purposes of the project and in a manner consistent with IRC Section 501(c)(3). Affiliate shall repay to IAM any portion of any grant funds that is not properly spent.

- All money and other property received by IAM for the purposes of the project is the legal property of IAM and shall be reported as income of IAM, for both tax purposes and for purposes of IAM's financial statements. IAM has the unilateral right to spend such funds and utilize such other property to support the purposes of the project, including with respect to the selection of Affiliate or any other entity as a grantee.
- Charitable contributions, gifts, grants, and other revenues to support the purposes of the sponsored project shall be made or delivered to IAM to be held in the restricted fund to be used for the purposes of the project. IAM may also receive or process earned income associated with the project's activities, if any.
- Although IAM will properly report any funds or property it receives for the purposes of the project, because Affiliate remains a separate legal entity, it will continue to be subject to all laws, regulations, registrations, and filing requirements applicable to it, compliance with which shall remain its sole responsibility.
- Model C sponsored projects receive benefits of sponsorship that include the ability to receive charitable contributions eligible for tax-deduction; support from IAM with grant applications, administration, and grant agreement compliance; access to exhibition and meeting space at the Pacific Felt Factory in San Francisco, subject to availability and additional terms and conditions; and discounts on certain professional services and resources.
- It is the responsibility of Affiliate to pay all accounts payable related to the activities of the project. However, in certain circumstances, as a convenience to Affiliate and in IAM's sole discretion, IAM may agree to act as the agent of Affiliate for the sole purpose of providing bill pay services for payments to Affiliate's vendors, independent contractors, and other payees from grants issued by IAM to Affiliate from the restricted fund for the purposes of the project. Any such bill pay services will only be provided by IAM pursuant to a separate written addendum to the Fiscal Sponsorship Agreement entered into by IAM and Affiliate in advance. If IAM agrees to make any payments on behalf of Affiliate to Affiliate's payees, IAM shall do so only as a convenient means of disbursing grant funds from the restricted fund for the purposes of the project. Such payments will be made in IAM's sole discretion and shall not create any obligation of IAM to any of Affiliate's payees, nor create any relationship, contractual or otherwise, between IAM and Affiliate's payees. IAM may charge an additional fee or other charge for such bill pay services.

## 5) ADMINISTRATIVE AND OTHER FEES AND CHARGES

- **Administrative Fee.** In order to compensate IAM for its services provided in administering a fiscally-sponsored project, an administrative fee will be charged. The administrative fee will be structured as a percentage of gross receipts raised in support of the purposes of the project. The administrative fee will be equal to **ten percent (10%)<sup>2</sup>** of (1) all funds received by IAM for

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<sup>2</sup> Model C sponsored projects accepted by IAM prior to January 1, 2016, will continue to be subject to an eight percent (8%) administrative fee.

the purposes of the project, regardless of source, and (2) the value of all noncash items or assets received by IAM for the purposes of the project (the “administrative fee”).

- Notwithstanding the foregoing, grants received by IAM for the purposes of the project that involve government or public-agency funds are typically subject to increased reporting and/or auditing requirements and therefore may be subject to a higher administrative fee in the sole discretion of IAM. Please contact IAM in advance of applying for any such grant to inquire as to whether there will be an increased administrative fee.
- The administrative fee will be charged at the time the contributions in support of the purposes of the project are received by IAM and calculated based on the gross total of funds received by IAM in its bank accounts.
- **Transfer Fee.** Should sponsorship of a project be transferred to IAM from another fiscal sponsor where the prior sponsor has already applied their administrative fee to project funds, a one-time roll-over fee of five percent (5%) up to \$500.00 will be charged when the fiscal sponsorship relationship is established with IAM, regardless of the amount transferred, and the administrative fee will not apply to such transferred funds. The administrative fee will apply to subsequent gross receipts in support of the purposes of the project, as set forth above.
- In addition to the administrative fees, IAM shall retain all interest earned in connection with the funds or assets held in the restricted fund for the purposes of the project.
- In addition to the administrative fees, IAM also retains the right to assess, in its sole discretion and without the additional consent of Affiliate, additional fees from the restricted fund held for the purposes of a project for additional services or expenses incurred in connection with the project’s activities beyond those covered by the administrative fees, including, but not limited to, for the following:
  - a. Any bank, credit card, or other similar fees incurred (for example, PayPal fees, bounced check fees, *etc.*)
  - b. IAM staff or management time in managing project activities, including legal matters
  - c. Legal fees
  - d. Special event coordination

When the specific costs of these services are identifiable, IAM will inform Affiliate in advance to the extent possible. However, all such additional costs and expenses are subject to the discretion of IAM management, and may include the cost of IAM staff or management time.

- Such fees, interest, and charges will be paid to the general fund of IAM. They are necessary to compensate IAM for its services provided in administering fiscal sponsorship, and thus become unrestricted rather than restricted assets when paid to the general fund of IAM. Once paid to the general fund of IAM, fees, charges, and interest will not be returned or refunded.

## 6) ADDITIONAL TERMS

The following terms, conditions, and requirements shall also apply to Affiliate:

- **Fundraising.** Affiliate’s directors, officers, employees, and authorized volunteers (collectively, “Affiliate’s agents”) may, as agents of and on behalf of IAM, solicit gifts, contributions, and grants to IAM, designated for the purposes of the project. However, Affiliate’s agents, acting as agents of and on behalf of IAM, must get prior written approval from IAM before approaching a potential funding source and a copy of any fundraising mailing or solicitation related to a project, including a grant proposal, must be approved by IAM management in advance of mailing, submission, or other distribution. Affiliate’s agents, acting as agents of and on behalf of IAM, may not conduct any fundraising activities involving an element of chance, such as bingo or raffles, unless they notify IAM management in advance and adhere to applicable state regulations. For instance, any desired raffle activities may require IAM to file certain forms with the California Attorney General’s office both prior to and following the raffle. Any funds raised for the purposes of a sponsored project in a manner inconsistent with these terms may be returned, in IAM’s sole discretion, and/or the respective Fiscal Sponsorship Agreement may be terminated.
- **Grants Received.** IAM management must sign all original grant agreements and be copied at least one week in advance on all interim and final report submissions required under any grant agreement associated with the project. Ensuring compliance with the terms of any grant agreement, including the preparation of any required grant report, is the responsibility of Affiliate, although ultimate responsibility for administration of funds in the restricted fund rests with IAM. Grants involving government or public agency monies typically have very heavy reporting and auditing requirements that Affiliate’s agents, acting as agents of and on behalf of IAM, must discuss with IAM management in advance of acceptance.
- **Donations / Contributions.** IAM will accept, process, and acknowledge contributions made to support the purposes of the project. This includes issuing receipts for tax deduction purposes. Donations by check shall be made payable to Independent Arts & Media, with the name of the project in the memo line. Stock gifts shall only be made through IAM’s designated broker. It is IAM’s general policy not to intentionally publicly disclose the identities of donors. Affiliate shall make no external disclosure of any IAM donor’s identity without the donor’s prior permission. When acting as agents of IAM, Affiliate’s agents shall not provide any legal or accounting advice to any donor or potential donor and shall advise any donor or potential donor to consult with their own professional tax adviser or attorney regarding any questions.
- **Communications With Potential Donors.** In the course of fundraising, Affiliate’s agents, acting as agents of IAM, may solicit commitments from donors prior to IAM receiving the funds. In general, IAM regards such promises to give as mere statements of intent, which IAM will not seek to enforce through legal action. In the unusual situation where Affiliate’s agents wish to have a donor sign a legally enforceable pledge, Affiliate should contact IAM management in advance. The collection of any amounts which potential donors have expressed an intent to contribute shall be the responsibility of Affiliate’s agents, acting as

agents of IAM.

- **Financial Accounting.** IAM will separately account for all funds received and expended, including grants made to Affiliate, for the purposes of the project and will provide Affiliate with a monthly accounting of all such transactions. Any desired corrections to such accounting must be requested by Affiliate within thirty (30) days after receipt of the accounting. Affiliate shall treat all grant funds received from IAM as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the project shall be charged off against the grants and shall appear on Affiliate's books. Affiliate shall keep adequate records to substantiate its expenditures of grant funds. Affiliate shall make these books and records available to IAM at reasonable times for review and audit, and shall comply with all reasonable requests of IAM for information and interviews regarding use of grant funds.
- **Insurance.** IAM may require Affiliate, at its sole cost and expense, to procure and maintain insurance in commercially reasonable amounts and by an insurer reasonably acceptable to IAM against claims for injuries to persons, damages to property, or loss of any kind which may arise from the activities of the project, or any actions taken in connection with the project, by IAM or Affiliate, their officers, directors, agents, representatives, employees, or subcontractors. If such insurance is required, Affiliate agrees that IAM, its officers, directors, agents, representatives, employees, and subcontractors are to be covered as additional insureds. Affiliate further agrees to provide IAM with copies of insurance certificates evidencing such coverage and receipts showing payment of premiums therefore, and will deliver updated certificates and receipts upon IAM's request. IAM shall have no liability whatsoever for any loss that may occur by reason of the absence, insufficiency, or cancellation of any insurance coverage.
- **Lobbying Activities.** So that IAM may ensure that it complies with rules applicable to it, unless IAM and Affiliate enter into a separate written grant agreement specifically permitting it, Affiliate shall not use any portion of the grant funds received from IAM to attempt to influence legislation within the meaning of IRC Section 501(c)(3) and the associated Regulations.
- **IAM Acknowledgment.** Affiliate shall acknowledge IAM's sponsorship and grants in any project documents, collateral, and finished products, including by displaying IAM's logo and/or website URL (which are available on the Member Center) on such materials. Recommendations for how to acknowledge IAM as the fiscal sponsor are identified in the [IAM Style Guide](#), which is available on the Member Center.
- **Reporting.** Affiliate shall submit semi-annual interim written reports to IAM on June 21 and December 21 of each year, or on the nearest business day following such dates should they fall on a weekend or holiday. Affiliate shall also submit a final report to IAM upon termination of the Fiscal Sponsorship Agreement. Each report shall describe the charitable programs conducted by Affiliate with the aid of the IAM's grant(s), the expenditures made with grant funds, updates on production deadlines, and Affiliate's compliance with the terms of the Fiscal Sponsorship Agreement since the later of the effective date of the Fiscal

Sponsorship Agreement or the date of the Affiliate's most recent prior report to IAM. The reports required to be submitted by Affiliate to IAM shall contain sufficient information to establish that all grant funds were used for the purposes of the project in furtherance of IAM's exempt purposes. The submission form for such reports is available on the IAM Member Center. Affiliate must update IAM management promptly in writing of any changes to the information included in its most recent semi-annual report.

- **Additional Services.** Should Affiliate require or request that IAM provide it any services of any nature, other than the making of grants pursuant to the respective Fiscal Sponsorship Agreement, such services shall only be provided pursuant to a separate written agreement between the parties. IAM may charge additional fees, costs, and/or charges in connection with providing any such services.
- **IAM Communications.** Affiliate agrees to respond to IAM requests and communications in a timely manner.

## 7) **TERMINATION**

When necessary or desired, IAM's sponsorship of a project may be terminated as provided in the project's respective Fiscal Sponsorship Agreement. Upon any termination of sponsorship, Affiliate agrees to attend an exit interview with IAM management, if so requested by IAM. Affiliate also agrees to maintain all records in its possession related to the project for a period of at least four years after any such termination. If IAM so requests, Affiliate will provide copies of any records related to the sponsored project to IAM upon any termination of sponsorship.

## 8) **CONTACT INFORMATION & SERVICE REQUESTS**

**Member Center:** Please use the IAM Member Center to submit all funding and service requests: <https://www.artsandmedia.net/members/>  
(Please email IAM if you have difficulties with your login)

**Email:** [admin@artsandmedia.net](mailto:admin@artsandmedia.net)

**Telephone:** (415) 738-4975

**IAM's Office Address:**  
Pacific Felt Factory  
2830 20<sup>th</sup> Street, Suite 201  
San Francisco, CA 94110

**USPS Mailing Address (pickup weekly):**  
Independent Arts & Media  
P.O. Box 420442  
San Francisco, CA 94142

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**AFFILIATE ACKNOWLEDGMENT**


This Policy Manual shall be signed on behalf of Affiliate by an authorized director, officer, or representative of Affiliate with the power, authority, and right to bind Affiliate to each of the terms herein.

This Policy Manual and the terms and provisions hereof are hereby acknowledged, accepted, and agreed to by:

The Crucible GOS

**Name of Project:** \_\_\_\_\_

**AFFILIATE**

DocuSigned by:  
  
AFC09C2D92F7469

Date: June 4, 2020 | 3:53 PM PDT  
\_\_\_\_\_

Susan Mernit  
Name: \_\_\_\_\_

ED  
Title: \_\_\_\_\_



## **Model C Affiliate Policy Manual**

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### **Appendix: Fiscal Sponsorship Procedures**

#### **Fiscal Sponsorship Services & Resources**

**Coaching & Consulting Program**

**Google Ad Grants**

**Online Promotional Support**

#### **Money In! (Donations & Deposits)**

**Crowdfunding as an IAM Affiliate**

**Donor Acknowledgment Letters**

**Monthly Financial Reports**

**Salesforce Donor Reports**

#### **Money Out! (Regrant Procedures)**



## IAM Fiscal Sponsorship Services & Resources

In addition to the management of your restricted fund with IAM, our fiscal sponsorship program includes the following core services:

- ◆ IRS mandated donor-acknowledgment letters for donations to IAM
- ◆ The ability to receive in kind donations, stock donations, and corporate matching grants
- ◆ Customized monthly financial reports
- ◆ Access to IAM's [online Member Center](#)
- ◆ Access to IAM's Coaching & Consulting program (*see below*)
- ◆ Support with grant applications, administration, and reporting
- ◆ Access to exhibition and meeting space at the [Pacific Felt Factory](#) in San Francisco
- ◆ Discounts on services and professional workshops through providers,\*\* such as:
  - [TechSoup](#) (discounted technology and software)
  - [Intersection for the Arts](#) (discount promo code available from IAM upon request)

*\*\* If you sign up for a professional development workshop to support your fiscally sponsored project, IAM will refund your ticket cost up to \$50 per workshop. Simply send IAM your receipt!*

The following services may also be available on a case-by-case basis:

- ◆ Promotional support (*see below*)
- ◆ Fundraising & crowdfunding support (*see "Money In" Appendix*)
- ◆ Use of IAM's Google Ad grants for project advertising (*see below*)
- ◆ Support for Affiliate-hosted events, including access to PayPal credit card readers and special event alcohol permits
- ◆ Referrals for legal, accounting, and other professional services
- ◆ Bill pay services – generally, IAM does not pay its Model C Affiliates' vendors or contractors and all reimbursed funds are paid directly to the Affiliate; however, for an increased administrative fee IAM may offer bill pay services to a Model C Affiliate, including direct payment of vendors and independent contractors

Model A services and resources also include:

- ◆ Coverage under IAM insurance (*see Insurance Appendix to Model A Policy Manual*)
- ◆ Direct payment of all vendors and contractors, including providing IRS Form 1099s to the extent required by law
- ◆ Filing of all government tax forms
- ◆ Payroll and health plans for employees to the extent employees are preapproved by IAM

## **Coaching & Consulting Program**

As an IAM affiliate, you have exclusive access to coaching and consultant opportunities across a range of expertise, including:

- ◆ Fundraising & Grant Development
- ◆ Strategic, Leadership & Organizational Planning
- ◆ Marketing & Social Media
- ◆ Program & Artistic Development

IAM's coaches and consultants will provide guidance in their respective areas of expertise based on your identified needs and goals. While most of our coaches are Bay Area, this service is available to all projects, no matter where you are located. You are invited to work with as many coaches as you like!

[A complete list of participating professionals is available on the Member Center.](#)

To schedule a one-on-one session – by telephone, video-conference, or in person – just send them an email and let them know you are an IAM affiliate project!

**IAM will pay for up to 4 hours per coach with any IAM affiliate, which will be billed directly to IAM.** You will be responsible for any additional time or coaching expenses.

Please note that this service is only available to IAM affiliate projects, not to your extended memberships or programming partners.

## **Use of IAM's Google Ad Grants**

As a 501(c)(3) nonprofit charity, IAM is eligible to receive \$10,000 per month in [in kind advertising from Google](#) as part of their Google for Nonprofits program.<sup>1</sup> As one of our fiscally sponsored projects, you may use a portion of IAM's monthly Google Ad Grants.

Each quarter, IAM will submit 4 Google Ad campaigns on behalf of our Affiliates. Each Ad will be allocated a \$2,000 buy limit. All Ads must be related to your approved fiscally sponsored project.

Please submit your requested Google Ad using the online form on the Member Center:

- INSTRUCTIONS FOR ONLINE FORM PENDING
- Your Google Ad must link to a page on the IAM site [www.artsandmedia.net](http://www.artsandmedia.net). Using an "artsandmedia.net" URL is a requirement of Google, not IAM. Submit your webpage request using the **Web Content Request Form** on the Member Center under [Online Affiliate Forms](#). The primary header photo for this page should be 530 x 330 pixels.

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<sup>1</sup> As a fiscally sponsored project without your own 501(c)(3) status with the IRS, you are not eligible to enroll with Google for Nonprofits. **Do not attempt to sign up for Google for Nonprofits using IAM's tax ID number.**

IAM reserves the right to approve each Ad request, within IAM's sole discretion. Ads will be approved on a first-come-first-serve basis; except that no Affiliate may run a campaign for two consecutive quarters if other Affiliates who have not had a campaign are also waiting.

### **Online Promotional Support**

IAM can help promote your project and fundraisers in several ways!

- ◆ **Affiliate Page on the IAM Website:** Each Affiliate has their own dedicated page on the IAM website. We recommend including:

- General description of your project;
- Your project logo;
- 2-3 photos with photo credits; and/or
- Video hosted on YouTube or Vimeo.

The primary header photo or logo for your Affiliate webpage must be 530 x 330 pixels. The "Make a Donation" button on this page is specific to your project, similar to the special PayPal coding provided by IAM for your own website and emails.

- ◆ **Featured Affiliate Page on the IAM Homepage Banner:** IAM features 3 to 4 Affiliates on our homepage at any given time. If you have a special event, announcement, or fundraiser coming up, this Featured Affiliate Page can be more specific than your general Affiliate page on the IAM website. The primary header photo for your Featured Affiliate Page must be 530 x 330 pixels.
- ◆ **IAM Emails – Affiliate Newsletter & Affiliate Event Updates:** Twice a month IAM sends all projects the IAM Affiliate Newsletter and Upcoming Affiliate Events by email.
- ◆ **Social Media:** IAM currently maintains social media profiles on Facebook, Twitter, and Instagram. For sharing content from your own profiles, please tag IAM or include #IndyArtsSF so that we can find and share your content online!

#### **How to Submit Promotional Materials to IAM:**

**IAM Website Content:** Please submit your webpage requests using the *Web Content Request Form* on the IAM Member Center under [Online Affiliate Forms](#).

The primary header photo for any IAM webpage should be 530 x 330 pixels. If you do not have an image this size, IAM can help you to resize any rectangular image or logo.

**Affiliate Emails, Facebook, Instagram, and Twitter Networks:** Submit your events or announcements by email to IAM's Affiliate Program Manager Krystal Beasley ([krystal@artsandmedia.net](mailto:krystal@artsandmedia.net)) by the 2nd Monday of each month. Please include the date, venue, time, any ticket / discount information, and social media posting or URL links, plus attach an event image or flyer, if applicable.



## Money In!

### (aka Donations & Deposits)

- **Cash Donations** are received electronically via PayPal (or other IAM-approved online payment system), or by check or money order mailed to the IAM P.O. Box (pickup is generally once per week). The email address for IAM's PayPal account is [donations@artsandmedia.net](mailto:donations@artsandmedia.net).
  - If you receive a cash donation directly from a donor – for example, during a special event or fundraiser – you must deposit these funds with IAM. For any donor that would like a donor acknowledgment letter, please provide IAM with their name, mailing address or email, date of donation, and amount of donation.
- **Checks** must be payable to “Independent Arts & Media” with the name of the project in the check memo. *Checks made out to the Affiliate will be returned.* If you are mailing checks to IAM for deposit, we recommend that you make copies of any checks before you mail them.
- If a donor would like to send their gift by **Wire Transfer**, please contact IAM for our bank account information. Please also provide us with the donor's name, mailing address or email, and donation amount to be sent.
- For **Corporate Matching Donations**, where companies donate to charities supported by their employees, many companies (e.g., Google, Apple, Genentech) use services such as Benevity to process these employee donations. Other companies manage their corporate matching internally (e.g., Salesforce). For these gifts, the employee will use their company's system to select IAM as the nonprofit recipient and your project as the intended “program.” These funds can take anywhere from 4-6 weeks to be received by IAM.
- IAM will notify you by email when PayPal donations, corporate matching donations, and third party grant/donation checks are received. PayPal notifications are forwarded weekly. If you need notifications more frequently, please contact IAM with this request.
- **PayPal Reader Donations:** If you would like use a PayPal Reader to collect cash donations with a mobile device, please contact IAM for the Reader device, login, and password. All PayPal Reader donations must be processed through a login provided by IAM to ensure proper accounting. You will also need to download the [PayPal Here](#) app to a WIFI-enabled device. After you use the Reader, you must provide IAM with a complete record of all donations collected using this *PayPal Reader Donation Spreadsheet* available on the Member Center.
- For **Stock Donations**, please contact IAM for our brokerage account information. Please also provide the donor's name, mailing address or email, and, if possible, the name of the stock being donated. Upon receipt of the stock, IAM will immediately convert the stock to cash. The IAM Board of Directors may approve a special request to keep the donation in stock form. Under these circumstances, the Affiliate will be responsible for a \$25/month fee for

maintaining the stock brokerage account. IAM is not responsible for any changes in value to stock held on behalf of its Affiliates.

- **In Kind Donations** in the form of tangible items (such as auction gifts, food, and beverages for special events) should be delivered directly to the Affiliate. Using the ***In Kind Donations Spreadsheet*** available on the Member Center, the Affiliate must provide IAM with the donor's name, mailing address or email, a detailed description of the donated item, and a monetary valuation of the tangible item. IAM will use this information to prepare the donor acknowledgment letter. At this time, IAM does not accept vehicle donations. At its sole discretion, IAM may charge an administrative fee for in kind donations.
- To create a **Facebook Fundraiser** for your project, you should select IAM as the nonprofit to receive the funds, but create a campaign title with your project's name. When Facebook sends IAM the donated funds (which happens monthly in a lump sum transfer), we will use the campaign names to determine how to allocate the funds between our projects.
- **Crowdfunding as an IAM Affiliate:** If you choose to create a crowdfunding campaign as an IAM Affiliate, your crowdfunding donors will receive donor acknowledgments for their tax deductible gifts to your work. The usual IAM fiscal administration fee will apply, plus any additional partner fees.
  - You may use any crowdfunding platform of your choosing (Kickstarter, GoFundMe, etc.), but ***your campaign must be set up to transfer all funds directly to IAM.*** IAM reserves the right to request direct access to your crowdfunding campaign (request your login and password), in its sole discretion.
  - You must notify IAM of your campaign at least two weeks prior to launching the campaign. A member of IAM management must review and approve your campaign prior to launch.
  - If you offer perks to your donors in exchange for their gifts, you must provide IAM with:
    - List of all perks
    - Fair market value of each perk, and
    - Minimum donation required to receive each perk
  - ***When your campaign is complete, you must provide IAM with a complete donor report*** showing each donor's name, email address, gift amount, date of gift, and, if applicable, any perk given in exchange for their gift.

***For Model C Affiliates Only:*** If you choose to create a crowdfunding campaign where the funds are transferred directly to you – and not IAM – you must clearly state in your campaign that all gifts are not tax deductible. All Model A crowdfunding campaigns must transfer funds directly to IAM, not to a member of your Project Committee.

## **Donor Acknowledgment Letters**

IAM is responsible for providing donor acknowledgment letters for all gifts received for our projects. Acknowledgments are sent quarterly to the donor either by paper letter via USPS or by email from [donations@artsandmedia.net](mailto:donations@artsandmedia.net). All PayPal donors that send a recurring subscription donation will receive one email at the end of each year showing their total PayPal donations for that calendar year.

If a donor requests their acknowledgment letter sooner than our quarterly schedule for sending letters, please email this request to IAM.

## **Monthly Financial Reports**

IAM provides all Affiliates with an updated financial report after any month during which you had activity. The reports are spreadsheets sent from [bookkeeping@artsandmedia.net](mailto:bookkeeping@artsandmedia.net). It is your responsibility to review these reports monthly and contact IAM with any comments or revisions.

Your monthly financial spreadsheets will include the following reports:

- **Monthly Detail** tab is a detailed list of your project's income and expense activities for that month
- **P&L YTD** tab ("Profit & Loss Year-to-Date") is your project's income & expense activity for that calendar year to date
- **P&L from Inception** tab is the *total* income and *total* expense for all dates since inception (the date you joined IAM) – the highlighted **Net Income** amount at the bottom is *your project's available balance* as of the end of that month
- **Paypal Detail** tab will list the name, amount, and available contact information for each PayPal donation from that month
- If you have any restricted grant funds available, you will see a **Restricted Grants** tab which will detail your remaining balance for each restricted grant.

## **Salesforce Donor Reports**

IAM maintains a complete record of all of your project donors in a Salesforce CRM database, which is updated quarterly. If you would like a downloaded record of your project donors, including donor name, date, amount, and contact information (email, telephone, address to the extent provided by the donor), please send this request to IAM by email.





## Money Out!

### (aka Regrant Procedures)

- All requests of payment from your project's restricted fund must be submitted online using the **Model C Regrant Request Form** via the Member Center. Do not email IAM with payment requests.
- **Regrants are disbursed on the 10<sup>th</sup> and 25<sup>th</sup> of each month**, or the nearest business day after. All regrant requests must be submitted 3 business days in advance. If you submit a request late, it is within IAM's sole discretion to approve the request for immediate payment or to wait until the next payout period.
- Only persons identified in your original IAM Intake Form as authorized to submit regrants may submit payment requests. If your project needs to change or include a new person authorized to submit regrants, the Project Director must execute a Regrant Authorization Form, identifying the new authorized person. Please contact IAM to request this form.
- When submitting the online Regrant Form, please identify:
  - Total amount of your request.
  - Amount of each Sub-Expense with a short description of how the funds will be spent on your project. The total amount of each sub-expense should add up to your total request.
  - How you would like to be paid, *see below*.

As a Model C Affiliate, you are not required to provide copies of receipts or invoices when submitting the online Regrant Form.<sup>1</sup>

- IAM will only approve requests that do not exceed the current balance of your project's restricted fund with IAM. If you recently received a donation from which you are requesting the regrant, upload a PDF or image of this donation to verify IAM's receipt of this recent deposit.
- Upon submission of the online Regrant Request Form, a copy will be sent by email to the "Affiliate Email Address" identified in the form. If you do not receive this email confirmation, please contact IAM to confirm whether your request was received.
- **Regrants are paid by paper check or electronically by "Chase QuickPay Online."** With Chase QuickPay Online, regrants are paid instantly through electronic transfer. To participate, you either must use a bank that participates in the *Zelle payment service* (this is the company that manages the online transfer service) or register separately with Zelle at

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<sup>1</sup> For Model C projects using IAM's Bill Pay services, all funding requests must be accompanied by a receipt or invoice to document each expense. Please see the "Money Out" Appendix to the Model A Policy Manual for payment options.

<https://www.zellepay.com/>. When you submit your regrant request to IAM, you will need to identify what email address the recipient uses for online banking or the Zelle registration. If your bank is a participating Zelle member, there are typically no fees to use this service. IAM recommends that you confirm with your bank whether using Zelle may incur fees from your bank.

- Please note that there is a \$5,000 per day maximum for electronically transferring funds using Chase QuickPay / Zelle. If a payment request exceeds \$5,000 or the total amount of Affiliate regrant requests for that payout date cause IAM to exceed this transfer limit, IAM may, within its sole discretion, issue the payment by check or delay payment to comply with the transfer limits.