

## FISCAL SPONSORSHIP GRANT AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into effective as of \_\_\_\_\_ by and between Wisconsin Newspaper Association Foundation, Inc. ("**Grantor**"), a Wisconsin nonstock corporation recognized as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and \_\_\_\_\_ ("**Grantee**"), a \_\_\_\_\_ (state) \_\_\_\_\_ (type of business corporation).

### RECITALS:

Grantor has decided that financial support of the initiative (the "**Initiative**"), as further described in the letter that Grantee sent to Grantor, attached as **Exhibit A** to this Agreement, will further Grantor's tax-exempt purposes, which include promoting education and publishing educational and scientific information. Grantor and Grantee have entered into this Agreement to govern the distribution and use of grant funds by Grantee to carry out the Initiative.

### AGREEMENT:

In consideration of the mutual promises and agreements set forth in this Agreement, the parties agree as follows:

1. **Restricted Fund.** Grantor will create a restricted fund designated for the Initiative and has decided to grant all amounts that it may deposit to that fund, less any Fees (as defined, below) (the net amount shall be referred to herein as the "**Grant Funds**"), to Grantee, subject to the terms and conditions of this Agreement. Distributions of Grant Funds by Grantor to Grantee shall be made no less often than quarterly, or on such other schedule as Grantor and Grantee may agree to, subject to the terms and conditions of this Agreement.

2. **Due Diligence.** Upon Grantor's request, Grantee shall provide Grantor with:  
(a) its organizational and governing documents (such as articles of incorporation, bylaws, and any other relevant organizational documents);  
(b) an IRS Form W-9 completed with Grantee's tax and other identifying information;  
and

(c) such other documents relating to Grantee or the Initiative as Grantor may reasonably request.

3. Grantee's Use of Funds. Grantee shall use Grant Funds solely for the Initiative, and Grantee shall repay to Grantor as quickly as possible any portion of the Grant Funds that are not used for the Initiative. Any changes in the purposes for which the Grant Funds may be 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 Initiative jeopardizes Grantor's legal or tax-exempt status, to withhold, withdraw, or demand immediate return of the Grant Funds, and to independently spend such Grant Funds so as to accomplish the purposes of the Initiative as nearly as possible, within Grantor's sole judgment and discretion.

4. Solicitations. Grantor will manage and control the solicitation of gifts, contributions and grants to Grantor, earmarked as Grant Funds for the Initiative. Grantee may make suggestions regarding funding sources to be approached and the text of fundraising materials, but all such suggestions are subject to Grantor's prior review and written approval. All grant agreements, pledges, or other commitments with funding sources to support the Initiative through Grantor's restricted fund established under Section 1 hereof shall be executed by Grantor.

5. Fees. To defray Grantor's costs of administering the restricted fund and this Agreement, Grantee shall pay a 7% administrative fee to the Foundation. Grantor may deduct and withhold the Fees from the Grant Funds prior to distributing Grant Funds to Grantee.

6. No Agency. The relationship of the parties to this Agreement is grantor and grantee. 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 in this Agreement. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties to this Agreement. Grantor and Grantee shall make no such representation to anyone, including in print, which misconstrues the intended relationship of the parties.

7. Reports by Grantee. Grantee shall submit quarterly reports to Grantor for all periods in which Grant Funds are expended until the Initiative is completed. Quarterly reports shall describe the educational programs conducted by Grantee with the aid of the Grant Funds, the expenditures made with Grant Funds, Grantee's compliance with the terms of this grant, and the progress of the Initiative. If this Agreement terminates prior to the

completion of the Initiative, Grantee must submit a report accounting for all Grant Funds received prior to such termination, subject to the potential return of any Grant Funds pursuant to Section 3, above. Grantee and Grantor shall maintain all financial records relating to the Initiative according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.

8. Lobbying Not Permitted. Grant Funds may not be used in any attempt to influence legislation within the meaning of Code Section 501(c)(3).

9. Prohibited Use of Grant Funds. Grantee shall not use any portion of the Grant Funds 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 Code Section 501(c)(3).

10. Changes to Grantee. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for the Initiative or the Grant Funds, or (c) any circumstances that can reasonably be expected to materially and adversely impact the Initiative.

11. Indemnification and Insurance. Grantee shall indemnify, defend and hold Grantor, its members, officers, directors, employees, attorneys and agents harmless from and against any and all liabilities, liens, claims, demands, expenses, fees (including, without limitation, any deductible, increased insurance premiums and reasonable attorneys' fees), costs, fines, penalties, suits, proceedings, actions and causes of action of any kind or nature: (a) resulting from the failure of Grantee to perform its obligations under this Agreement; (b) Grantee's application for, or acceptance of, any grants, including, without limitation, any expending or applying for, or use of, the Grant Funds; and (c) in carrying out the Initiative.

12. Dispute Resolution. Any dispute arising with respect to this Agreement, its making or validity, its interpretation, or its breach shall be settled by arbitration in Dane County, Wisconsin, by a single arbitrator mutually agreed to by the disputing parties pursuant to the then existing rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such disputes except as otherwise provided in this Agreement. Any award rendered shall be final and conclusive upon the parties, and a judgment may be entered in any court having jurisdiction.

13. Grantee Liable for All Excess Initiative Costs. Grantee is solely responsible for any

Initiative costs or obligations that exceed the amount of Grant Funds to be distributed to Grantee under this Agreement. Grantee remains liable for its costs and obligations under this Agreement even if Grant Funds are inadequate to satisfy such costs and obligations.

14. Termination. Grantor will periodically review the activities undertaken by Grantee to ensure that they remain consistent with the Initiative and Grantor's tax-exempt status, including by reviewing the reports provided under Section 7 of this Agreement. Grantor may terminate this Agreement in Grantor's sole discretion at any time by giving written notice to Grantee. If Grantor terminates this Agreement, then (i) Grantee must return any remaining Grant Funds that have not already been expended for the Initiative to Grantor as soon as possible, and (ii) Grantor may allocate Grant Funds in any manner consistent with applicable laws and other obligations.

15. Notice. Except as otherwise provided, all notices and demands which may or are required to be given pursuant to this Agreement must be in writing and shall be deemed to have been given when hand delivered or when (i) deposited in the United States mail, postage prepaid certified, return receipt requested, (ii) deposited with an express courier, postage prepaid or fees prepaid, or (ii) transmitted by e-mail (with receipt confirmed by the recipient):

If to Grantor:

Wisconsin Newspaper Association Foundation, Inc.  
c/o Beth Bennett, Executive Director  
34 Schroeder Court, Suite 220  
Madison, WI 53711  
e-mail: Beth.Bennett@wnanews.com

If to Grantee:

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Newspaper Name

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Address

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City, State & Zip

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Email

16. Benefit. This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns, except that Grantee may not assign any of Grantee's rights or obligations under this Agreement without the prior written consent of Grantor.

17. No Waiver. The failure of any one of the parties to insist in any one or more instance upon the performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of any rights granted under this Agreement or of the future performance of any such term of condition.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to the principles of conflicts of laws.

19. Headings. Section headings are for description purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

20. Electronic Transmissions. Original signatures of the parties on copies of this Agreement transmitted by facsimile or an electronic method that permits an image of the original signed document to be displayed (such as an e-mail attachment in "portable document format"/PDF) shall be deemed originals for all purposes and shall be binding on the parties.

21. Counterparts. This Agreement may be executed separately in counterparts, and such counterparts shall be deemed a single instrument binding on all parties hereto notwithstanding the fact that all parties have not signed the same counterpart.

22. Severability. If any covenant, condition, term or provision of this Agreement is found to be illegal, or if the application thereof to any person or in any circumstance shall to any extent be determined by an arbitrator or by a court to be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, condition, term or provision to persons or in circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each covenant, condition, term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Further, there shall be substituted for such illegal, invalid or unenforceable term or provision such terms as are legal, valid, and enforceable and which correspond most closely to the intent of the parties as expressed in this Agreement.

23. Entire Agreement. 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 undersigned have executed this Agreement as of the date set forth above.

WISCONSIN NEWSPAPER ASSOCIATION FOUNDATION, INC. (“GRANTOR”)

By: \_\_\_\_\_

Signature

Beth Bennett, Executive Director

\_\_\_\_\_  
Newspaper Name (“GRANTEE”)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Newspaper Representative’s Full Name

\_\_\_\_\_  
Newspaper Representative’s Title