**Fiscal Agent Agreement (Template)**

This agreement is made this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Fiscal Agent”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Sponsored Entity”).

**Purpose of Agreement**

The Sponsored Entity has proposed that the Fiscal Agent sponsor a project (the “Project”) to xxxxxxxxx (describe the project).

The Fiscal Agent has determined that sponsorship of the Project would be consistent with its goals and wishes to work with the Sponsored Entity for the implementation and operation of the Project.

1. The Fiscal Agent hereby agrees to sponsor the Project and to assume administrative, programmatic, financial, and legal responsibility for the purposes of the requirements of the Funding Entity. The Sponsored Entity agrees to implement and operate the Project, in accordance with the terms of this agreement and with the terms and conditions of the grant agreement (copy attached).
2. The Project shall be operated in a manner consistent with the Fiscal Agent’s legal requirements and as described in this agreement. No material changes in the purposes or activities of the Project shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements of the grant agreement, nor shall the Sponsored Entity carry on activities or use funds in any way that jeopardizes the Fiscal Agent’s status.
3. The Sponsored Entity will provide all information and prepare all reports required by the grant agreement, with the Fiscal Agent’s final approval.
4. The Sponsored Entity will not assign nor transfer any of its duties as described in the Project’s work plan without the consent of the Fiscal Agent and the subsequent review and approval of any subcontractor agreements.
5. On behalf of the Sponsored Entity, the Fiscal Agent will establish and operate for the use of the Project, a designated account (“account”) segregated on the Fiscal Agents books. All amounts deposited into a Project’s Account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
6. The Fiscal Agent will disburse funds from the Account in the following manner:

[describe how funds will be disbursed including timing/frequency. For example: as instructed in writing etc…] Disbursements will be restricted to the support and implementation of the Project only.

1. The Sponsored Entity designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name or title) to act as authorizing official. The authorizing official shall act as principal coordinator of the Project’s daily business with the Fiscal Agent and shall have authority to initiate and sign disbursement requests.
2. The Fiscal Agent designates \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name or title) as the authorized official to serve as the primary contact with both the Funding Organization and the Authorizing Official of the Sponsored Entity.
3. The Fiscal Agent and Sponsored Entity will maintain all financial records relating to the Project according to generally accepted accounting principles and the terms and conditions of the grant award and will make records available to auditors and entities named in the grant agreement if requested.
4. The Fiscal Agent and the Sponsored Entity will reflect the activities of the Project to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Entity to accomplish the purposes of this Project. The Sponsored Entity will provide the Fiscal Agent with proper documentation to accomplish this.
5. ***[Only if applicable/if not delete]*** In consideration of the Fiscal Agent’s agreement to sponsor the Project, and to cover the Fiscal Agent’s expenses in connection with the Project as outlined above, the Project will pay the following fees, charges and expenses: (add here including if fees will be deducted directly by Fiscal Agent).
6. This agreement will end 60 days after the ending date of the grant agreement (including amendments) or will terminate if any of the following events occur:

[examples below]:

* 1. The Fiscal Agent requests the Sponsored Entity to cease activities that it deems might jeopardize its legal status and the Project fails to comply within a period of ten days;
  2. The Sponsored Entity fails to perform or observe any other terms of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
  3. The grant has been terminated by the Funding Organization;
  4. Upon expiration of four weeks after either the fiscal Agent or Sponsored Entity has given written notice of its intent to terminate the agreement.

1. In the event this Agreement is terminated, the Fiscal Agent and Sponsored Entity will comply with any termination conditions imposed by the grant agreement.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

**Accepted for the Fiscal Agent:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized signer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date

**For the Sponsored Entity:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Authorized signer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date