
Student Organization Fiscal Sponsorship Agreement, Indemnification, and Waiver

The University of Maine Student Government, Inc., acting as fiscal sponsor, hereinafter referred to as "UMSG" or "Fiscal Sponsor", has determined that sponsorship of the below signed student organization's approved activities on campus, hereinafter referred to as "Sponsored Organization" or "Organization", would be consistent with its goals. As such UMSG wishes to make arrangements with the Sponsored Organization for the implementation and operation of said activities.

1. UMSG hereby agrees to sponsor the activities of the Sponsored Organization and to assume administrative, programmatic, and financial responsibility for purposes of the requirements of funding organizations. Activities of the Sponsored Organization for which UMSG assumes responsibility shall only include those permitted by the attached Relationship Agreement and any internal documents referenced therein (see Attachment A).
2. The Sponsored Organization agrees to implement and operate these activities, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.
3. The Sponsored Organization's activities shall be operated in a manner consistent with the Fiscal Sponsor's tax-exempt status and as described in this agreement. No material changes in the purposes or essential nature of the Sponsored Organization's activities that use UMSG funds shall be made without prior written permission of the Fiscal Sponsor and in accordance with any requirements imposed by funding organizations, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Fiscal Sponsor's tax-exempt status.
4. The Sponsored Organization shall not, and shall not permit the Organization's activities to, attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986) with any funds provided by UMSG.
5. The Sponsored Organization will provide UMSG with an annual report in accordance with the attached SORP document. **The Organization also agrees to promptly notify UMSG of any claim or lawsuit that may arise related to Organization's activities.**
6. The Sponsored Organization's recognition status with UMSG is subject to approval upon submission and is revokeable at any time by UMSG in accordance with UMSG's governing documents or this agreement.
7. On behalf of the Sponsored Organization, UMSG as Fiscal Sponsor may establish and operate for the use of the Sponsored Organization's approved activities a designated account ("Account") segregated on the Fiscal Sponsor's books. All amounts deposited into a Sponsored Organization's Accounts will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.

8. The Fiscal Sponsor will disburse funds from the Account, or from a general account created to fund similar organizations, in a manner consistent with the governing documents of UMSG, such as the UMSG Constitution and UMSG Financial Policies.
Disbursements will be restricted to the support and implementation of activities consistent with the organization's stated purpose in their approved governing documents, and consistent with the attached Relationship Agreement and SORP document.
9. The Sponsored Organization designates the undersigned officer(s) to act as authorizing official(s). The authorizing official(s) shall act as principal coordinator of the Organization's daily business with UMSG as Fiscal Sponsor, and shall have authority to sign disbursement requests and other legally binding documents.
10. In the case of a specific approved funding disbursement, UMSG as Fiscal Sponsor will maintain all financial records relating to the Organization's approved activities according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law. Sponsored Organization hereby agrees to do the same for all other funds within their organization's control, and permit auditing of the same by UMSG, or the University of Maine if requested. Sponsored Organization hereby agrees to submit receipts and other required paperwork for any approved funding disbursements as required by the UMSG Financial Policies, the Vice President of Financial Affairs, the Assistant VPFA acting as their designee.
11. The Fiscal Sponsor and the Sponsored Organization will reflect the activities of the Organization, 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 Organization to accomplish the approved purposes of the Organization reflected in submitted governing documents. The Sponsored Organization will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Sponsored Organization's Federal Employer Identification Number.
12. Severability: In the event that any one or more of the provisions of this agreement are determined by a court of competent jurisdiction to be invalid, void, unenforceable or illegal, the remaining provisions of this agreement and any accompanying waiver or indemnity shall continue to be in full force and effect.
13. Governing Law: This agreement shall be governed and interpreted according to the laws of the State of Maine. The parties agree that any legal proceeding regarding this agreement or the accompanying documents shall be brought in the courts of Penobscot County, ME.
14. Waiver: The failure of UMSG to exercise any of its rights under this agreement or any document referenced herein shall not be deemed to be a waiver of those rights for occasion or any subsequent occasion.
15. Relationship of the Parties. Nothing in this Agreement shall constitute the naming of either party hereto as an agent or legal representative of the other party for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, employment, partnership, or joint venture between the parties hereto and the Sponsored Organization shall make no such representation to anyone. It is the intention of the parties that all employees, contractors, and advisors for the Sponsored Organization will be employed or engaged directly by the Organization and not by UMSG.

16. Sponsored Organization further acknowledges that UMSG and The University of Maine are separate and distinct legal entities and though both organizations act cooperatively to fund shared Student Organizations, both act independently of one another.
17. **Indemnification.** The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Sponsored Organization, its employees or agents, in applying for, accepting, expending or applying sponsored funds, or in carrying out approved sponsored activities, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any negligent act or omission of Sponsor, its officers, directors, trustees, employees or agents.
18. **Fundraising.** The Sponsored Organization shall notify Sponsor if it intends to engage in a fundraiser to solicit charitable contributions from the public in support of the Sponsored Program before engaging in any fundraising.
19. This agreement will be subject to annual review and will terminate if any of the following events occur:
 - a. The Fiscal Sponsor requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Organization fails to comply within a period of seven (7) days, unless otherwise specified by the Vice President of Student Organizations, President, or other UMSG designee;
 - b. The Sponsored Organization fails to perform or observe any other covenant of this agreement, the herein referenced Relationship Agreement, or the SORP document, and this failure remains unremedied fifteen (15) days after notice, unless otherwise specified by the officers referenced in part a above;
 - c. Upon expiration of four weeks after either the Sponsored Organization or the Fiscal Sponsor has given written notice of its intent to terminate the agreement.
 - d. Upon de-recognition or a failure to re-recognize the Organization as described by the Relationship Agreement and the SORP document.

In the event this agreement is terminated, the Fiscal Sponsor and the Sponsored Organization will comply with any termination conditions imposed by funding organizations.

In witness whereof, the parties hereto have executed this agreement on the date written below:

Accepted for the Fiscal Sponsor (UMSG) For the Sponsored Organization (Student Org Officer):

_____ (Sign) _____

_____ (Print) _____

Date: _____

Date: _____

