

## CHARTER PROJECT AGREEMENT

This Charter Project Agreement (the “Agreement”) is made by and between OpenStreetMap US (“Sponsor”), and [Project Name] Advisory Board (the “Advisory Board”). Sponsor is a District of Columbia nonprofit public benefit corporation recognized 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)(2) and 170(b)(1)(A)(vi). The Advisory Board is a [state] unincorporated nonprofit association established to enter into this Agreement.

### RECITALS

A. 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 [Project Name] Project (the “Project”) and to make disbursements in furtherance of the Project’s mission to [mission short narrative description] as further described in Exhibit A to this Agreement, within the range of permissible activities consistent with IRC Section 501(c)(3).

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets and incurring liabilities identified with the Project beginning on the Effective Date as defined in Paragraph 1, and using them to pursue the objectives for which the Project is being established, which the Sponsor Board has determined will further its charitable and/or educational purposes. The individual members of the Advisory Board, acting as the Project Advisory Board, as defined in Paragraph 3, desire to manage the Project under the sponsorship of Sponsor.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Term of Agreement. On [January 1st, 2020] (the “Effective Date”), Sponsor shall assume operation of the Project, which operation shall continue in effect unless and until terminated under Paragraph 7 below.

2. Project Activities and Sponsorship Policies. All community programs, public information work, fundraising events, processing and acknowledgment of cash and noncash revenue items, accounts payable and receivable, negotiation of leases and contracts, disbursement of the Project funds (including grants), and other activities planned by the Project shall be the ultimate responsibility of Sponsor and shall be conducted in the name of Sponsor, beginning on the Effective Date. Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall be employed by or, if properly classified, contracted with Sponsor pursuant to written agreements between such personnel and Sponsor. The Advisory Board shall abide by the Sponsorship Policies of Sponsor attached hereto as Exhibit B, which may be amended from time to time by Sponsor in its sole discretion with written notice to the Advisory Board and which includes, in addition to other provisions, the administrative and other fees to be paid to the general fund of Sponsor from the restricted fund described in Paragraph 5 below.

3. Delegation. As of the Effective Date, authority to manage the program activities of the Project is delegated by the Sponsor Board to one or more individual members of the Advisory Board, together with such other individuals as may be added, acting as agents of Sponsor (collectively, the “Project Advisory Board”), subject at all times to the ultimate direction and control of the Sponsor Board. The Project Advisory Board is a group of individuals that serves as a subordinate advisory body to the Sponsor Board and as an internal and integral part of Sponsor. The Project Advisory Board may, but is not required to, delegate such authority to manage the program activities of the Project to a project director, who shall be an agent of Sponsor and shall be subject at all times to the ultimate direction and control of the Sponsor Board. Members of the Project Advisory Board and/or the project director, if any, acting as agents of Sponsor, may solicit gifts, contributions, and grants to Sponsor to be identified as in support of the purposes of the Project.

4. Intellectual Property. Unless otherwise agreed, any tangible or intangible property, including, but not limited to, copyrights, trademarks, or other intellectual property, obtained from third parties or created in connection with the Project shall be the property of Sponsor **while this Agreement is in effect.** Notwithstanding the foregoing, Sponsor’s ownership and/or use of such property shall be subject to any third party rights in, and restrictions on the use of, such property.

5. Restricted Fund; Variance Power. Beginning on the Effective Date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor and identified with the Project into a restricted fund to be used for the sole benefit of the purposes of the Project as those purposes may be defined by the Advisory Board from time to time within the tax-exempt purposes of Sponsor and with the approval of Sponsor. Sponsor retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within Sponsor’s sole judgment, subject to any donor-imposed or grantor-imposed restrictions, as to purpose, on the charitable and/or educational use of such assets. 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. Because the restricted fund is held under the charitable trust doctrine for the purposes of the Project as understood by and with funding sources, the parties intend that assets in the restricted fund are not subject to the claims of any creditor or to legal process resulting from activities of Sponsor unrelated to the Project.

6. Performance of Charitable and/or Educational 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 charitable and/or educational purposes of Sponsor. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by Sponsor in its sole discretion. Sponsor shall not use any portion of the assets 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 IRC Section 501(c)(3). Sponsor has determined that the restricted fund is not a donor-advised fund within the meaning of IRC Section 4966(d)(2) as presently interpreted under federal tax authorities.

7. 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 by Sponsor, 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 the Advisory Board 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 manage 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, the Advisory Board 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 held by Sponsor in its restricted fund for the purposes of the Project (less any amount held back by Sponsor in its sole discretion to cover any known or unknown outstanding costs or liabilities), together with any other tangible and intangible assets held or liabilities incurred by Sponsor in connection with 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 the Advisory Board has formed a new organization meeting the definition of a Successor as set forth in this Subparagraph, such organization shall be eligible to receive all such assets and liabilities 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 Subparagraph b above, or (2) the transfer of the balance of assets held by Sponsor in its restricted fund for the purposes of the Project (less any amount held back by Sponsor in its sole discretion to cover any known or unknown outstanding costs or liabilities), together with any other tangible and intangible assets held or liabilities incurred by Sponsor in connection with the

Project, to a Successor. If no Successor is found within the notice period or any extension thereof as set forth in Subparagraph b above, this Agreement shall terminate and Sponsor may dispose of the Project's assets and liabilities, 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.

d. 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 shall be interpreted and construed in accordance with the laws of the District of Columbia applicable to contracts to be performed entirely within such District. 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 such representation to anyone. The failure of Sponsor to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

e. Indemnification. The Advisory Board will indemnify, defend, and hold harmless Sponsor and its officers, directors, agents, employees, successors, and permitted assigns from and against any and all losses, claims, suits, proceedings, liabilities, expenses (including reasonable attorneys' fees and expenses), causes of action, damages, and costs (collectively "Claims") directly or indirectly arising out of or caused by negligence, gross negligence, or willful misconduct of the Advisory Board or its officers, directors, agents, employees, successors, members, or permitted assigns or from any material breach of this Agreement by the Advisory Board. If Sponsor is entitled to indemnification under this Paragraph, it will give prompt notice to the Advisory Board of any Claim with respect to which it seeks indemnification, but the failure to so notify the Advisory Board shall not relieve the Advisory Board of any liability except to the extent that it is actually prejudiced by such delay. The Advisory Board shall assume, at its sole cost and expense, the defense of such Claim with counsel reasonably satisfactory to Sponsor. The Advisory Board will not be subject to any liability for any settlement made without its consent. The Advisory Board shall not, without the 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 or litigation. Notwithstanding anything herein to the contrary, the indemnification provisions of this Paragraph 9 shall survive any termination of this Agreement.

8. Notice. Any notice, tender, demand, delivery, or other communication required or permitted 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 email in the

manner provided in this Paragraph, to the following persons:

To Advisory Board:     Advisory Board  
                                  [address]  
                                  [address]  
                                  Telephone:  
                                  Email:

To Sponsor:                OpenStreetMap US  
                                  Attn: 712 H Street NE  
                                  Unit #980  
                                  Washington DC 20002  
                                  Telephone: 804-496-0566  
                                  Email: team@openstreetmap.us

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

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 email, addressed as set forth above, communication shall be effective or deemed to have been given at the time it is transmitted. For purposes of calculating these time frames, weekends, and federal holidays shall be excluded.

9.        Representations, Warranties, and Covenants of Advisory Board. The Advisory Board represents and warrants that (1) it has provided a list of its current members to Sponsor and shall update Sponsor in a timely manner any time there is a change to its members and (2) it shall make decisions and take action pursuant to the provisions set forth in its governing document.

10.      Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, between 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 Sponsorship Policies of Sponsor attached here to Exhibit B may be amended by Sponsor from time to time in its sole discretion with written notice to the Advisory Board. 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.

11.      Assignment. This Agreement may not be assigned or otherwise transferred, including by operation of law, by the Advisory Board without the prior written consent of Sponsor.

12.      Advisory Board Receipt of Agreement. By signing this Agreement, the Advisory Board acknowledges that each member of the Advisory Board has received a complete copy of this

Agreement and all Exhibits hereto.

13. 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 Charter Project Agreement effective as of the date last signed below.

**OpenStreetMap US**

By: \_\_\_\_\_, Executive Director

Dated: \_\_\_\_\_

**[ Project Name ] Advisory Board**

By: \_\_\_\_\_, \_\_\_\_\_  
[Name], [Title]

Dated: \_\_\_\_\_

## EXHIBIT A

Copy of Completed Project Application

Link:

[https://docs.google.com/forms/d/e/1FAIpQLSd0wO4synmdInszg-I2CMCM6zr7eRt2vApWertmpb5sZC4ZT/w/viewform?usp=sf\\_link](https://docs.google.com/forms/d/e/1FAIpQLSd0wO4synmdInszg-I2CMCM6zr7eRt2vApWertmpb5sZC4ZT/w/viewform?usp=sf_link)

## EXHIBIT B

### SPONSORSHIP POLICIES OF OpenStreetMap US

The terms, conditions, and requirements set forth in the following Sponsorship Policies of OpenStreetMap US (“Sponsor”) shall apply to any project that is fiscally sponsored by Sponsor. In these Sponsorship Policies, the term “Affiliate” is used to refer to (1) each member of the Project Advisory Board (as defined in the applicable Charter Project Agreement); and (2) the Project Director, if any, as to each project.

Sponsor offers comprehensive fiscal sponsorship (sometimes referred to as “Model A fiscal sponsorship”, which term shall be used in these Sponsorship Policies).

#### **General Requirements**

- **Fundraising.** Affiliate will conduct the primary work of raising any necessary funds. A copy of any fundraising mailing or solicitation related to a sponsored project, including a grant proposal, must be approved by Sponsor management in advance of mailing, submission, or other distribution. Affiliate may not conduct any fundraising activities involving an element of chance, such as bingo or raffles, unless they obtain permission from Sponsor management in advance and adhere to applicable state regulations. For instance, any project’s intention to hold a raffle may require Sponsor to file certain forms with the District of Columbia 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 Sponsor’s sole discretion, and/or the respective Fiscal Sponsorship Agreement may be terminated.
- **Donations/Contributions.** Sponsor will accept, process, and acknowledge contributions made to support the purposes of the project. This includes issuing receipts for tax deduction purposes. Donations may be made payable to OpenStreetMap US, with the name of the project in the memo line. Stock gifts can only be made through Sponsor’s designated broker. It is Sponsor’s general policy not to intentionally publicly disclose the identities of donors. Affiliate shall make no external disclosure of any donor’s identity without the donor’s prior permission. Affiliate 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 may solicit commitments from donors prior to receiving the funds. In general, Sponsor regards such promises to give as mere statements of intent, which Sponsor will not seek to enforce through legal action. In the unusual situation where Affiliate wishes to have a donor sign a legally enforceable pledge, Affiliate should contact Sponsor management in advance. The collection of any amounts which potential donors have expressed an intent to contribute shall be the responsibility of Affiliate. Affiliate will assume responsibility for communicating with and maintaining relationships with donors.

- **Code of Conduct & Conflict of Interest.** Affiliate shall abide by the Sponsor Code of Conduct and conflict of interest policies.
- **Accounting.** Sponsor will separately account for all funds received and expended for the purposes of the project and will provide Affiliate with a quarterly accounting of all such transactions. Any desired corrections to such accounting must be requested by Affiliate within thirty (30) days after receipt of an accounting. Affiliate must also maintain its own accounts of all funds received and expended for the purposes of the project.
- **Accounts payable.** Sponsor will produce checks for goods, services, or reimbursements in furtherance of the purposes of the project as soon as possible, but no later than within twenty (20) business days of receiving a valid written request for disbursement of funds from the restricted fund for the purposes of the project, provided that sufficient funds are available in such restricted fund. Sponsor typically issues checks monthly, but can issue checks every other week. No funds will be advanced should the balance in the restricted fund be less than the amount requested. Requests for disbursement of funds must state the payee of the funds, other necessary information to identify the payee, the amount requested, and the purpose for which the funds are requested. For reimbursement requests, Affiliate must provide sufficient documentation of the expense incurred, including invoices, receipts, and/or proof of payment, as appropriate.
- **Grants Received.** Sponsor management must co-sign all original grant agreements and be copied at least fifteen (15) days 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. Grants involving government or public agency monies typically have very heavy reporting and auditing requirements that Affiliate must discuss with Sponsor management in advance of acceptance.
- **Grants Made.** Sponsor management must preapprove any grant, award, or scholarship to be made in connection with the project. Written grant agreements and additional oversight obligations will typically be required, particularly with respect to grantees that are not recognized as exempt under IRC Section 501(c)(3).
- **Contracts and Loans.** Because a Charter project is an internal program of Sponsor, Sponsor will be the party to any contracts or other agreements related to the activities of the sponsored project. Any agreement that involves over \$2,500.00 in expenses or commitments must be signed by both Affiliate and a member of Sponsor management. No Affiliate may accept a loan except with the prior written permission of the Sponsor Board of Directors.
- **Debts and Liabilities.** Affiliate may not incur debts or liabilities in connection with the project beyond the available fund balance in the restricted fund held for the purposes of the project. Affiliate will be personally jointly and severally liable for any debts or liabilities incurred in connection with the project's activities beyond the available fund balance in the restricted fund.
- **Reserves.** Affiliate shall ensure at all times that there is a fund balance in the restricted fund

sufficient to cover the outstanding liabilities associated with the project, plus at least two (2) months of normal operations of the project, including, but not limited to, any amounts necessary to cover the costs associated with providing benefits to any Sponsor employees associated with the project.

- **Leases and Related Reserves.** Affiliate may not enter into a lease without prior written approval from Sponsor management. Notwithstanding any other provision of these Sponsorship Policies, Affiliate shall ensure that there is a fund balance in the restricted fund sufficient to cover a stated portion of the costs associated with the lease, which portion shall be determined between Sponsor and Affiliate prior to the signing of any lease.
- **Employees and Independent Contractors.** Because any employees or properly classified independent contractors associated with a Charter Project, including any Project Director who is to be compensated for their services, are the employees or independent contractors of Sponsor, they may only be hired or contracted with if approved in writing in advance by Sponsor. No employee may be hired in connection with a project without the prior written approval of Sponsor. If Sponsor does approve of the hiring of an employee in connection with a project, Sponsor management must approve in writing in advance all offers of employment or extensions of employment. All project employees shall be subject to any Sponsor personnel policies then in existence. If Affiliate wishes to contract with an independent contractor to perform activities associated with the project, all such individuals must be properly classified as independent contractors under all applicable definitions and rules. If Sponsor approves the hiring of an employee or independent contractor in connection with a sponsored project, Sponsor will directly pay any compensation due to such individual or entity, as well as any costs associated with benefits offered to employees of Sponsor. All such costs will be paid from the funds in Sponsor's restricted fund held for the purposes of the project.
- **Volunteers.** If requested by Sponsor, all persons who perform services in connection with a project without compensation for their time must sign a volunteer indemnification and release form to be provided by Sponsor.
- **Insurance.** Sponsor maintains general liability and such other liability insurance as is required by law or is appropriate with respect to the conduct of its activities, as determined by Sponsor. Affiliate shall provide Sponsor with a written description of the full scope of the activities associated with the project to ensure that Sponsor's existing insurance coverage is sufficient. Affiliate may also be required to complete an insurance supplement form and/or provide any other additional information as required by any Sponsor insurance provider. The costs associated with any additional insurance coverage necessary for Sponsor in light of the activities of the project shall be paid from the restricted fund held for the purposes of the project.
- **Automobile Usage.** Any volunteer, employee, or other agent driving an automobile on Sponsor business, including in connection with the activities of a project, must maintain current personal auto liability insurance.
- **Lobbying Activities.** So that Sponsor may ensure that it complies with rules applicable to it, all

projects intending or desiring to engage in lobbying activity with respect to proposed or pending legislation at any level of government must obtain advance approval of such activities from Sponsor management.

- **Fundraising/Bank Accounts.** All fundraising for the purposes of the project by Affiliate shall be conducted solely through Sponsor. Affiliate shall promptly notify Sponsor of any in-kind donations it receives directly and forward to Sponsor any monetary donations it receives directly. Affiliate shall not maintain any bank account associated with the project, or the purposes or activities of the project, other than any bank account(s) maintained by Sponsor.
- **Required Permits.** Affiliate must inform Sponsor at least four (4) weeks in advance of any desired project events or activities that may require a permit from any municipal, city, state, or federal agency or any additional insurance coverage or other risk mitigation actions. Affiliate will be responsible for obtaining any required permits or other authorizations necessary for any project event. Any applicable fees or costs for any such permits or authorizations will be paid from the restricted fund held for the purposes of the project.
- **Fiscal Year.** All projects must use a fiscal year ending on December 31.
- **Sponsor Identification.** All project letterheads and external communications must include the following statement to describe the project: “[name of project], a Charter Project of OpenStreetMap US.” Affiliate shall further acknowledge Sponsor’s sponsorship by including Sponsor’s logo and website URL on project materials. Affiliate shall provide a copy of all written materials that identify Sponsor to Sponsor management in advance for prior approval. Sponsor and Affiliate may agree upon standard language to be used to refer to Sponsor in connection with a project’s activities in advance, in which case use of such agreed upon language in project communications shall not require prior approval of Sponsor management.
- **Reporting.** Affiliate shall submit to Sponsor management a report that describes the programmatic activities, fiscal management, and future plans for the project, including successes, challenges, and any planned changes. The reports must include at a minimum the project status for finances (projected income and expenses for the upcoming year); significant accomplishments; a general outline of the project’s plans for the upcoming year; and any known scheduled activities planned for the upcoming year, including all events, fundraising campaigns, or grant applications. Such reports shall be due at a minimum of once per calendar year, with dates to be set by OSM US leadership and the project Advisory Board. Templates for such reports and submission forms shall be provided by Sponsor. Affiliate must update Sponsor management promptly in writing of any changes to the information included in its most recent report. Affiliate may also be required, upon Sponsor’s request, to provide Sponsor with a current cash flow statement related to the project’s revenues and expenses.
- **Additional Obligations.** Affiliate agrees to: (1) respond to Sponsor requests and communications in a timely manner; (2) alert Sponsor immediately of any accidents or incidents that occur in connection with the project’s activities; and (3) abide by Sponsor’s internal policies in existence during the course of the sponsorship, including, but not limited to, those policies regarding

nondiscrimination, privacy, transparency, and document retention.

### **Administrative and Other Fees and Charges**

- In order to compensate Sponsor 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 **thirteen percent (13%)** of (1) all funds received by Sponsor for the purposes of the project, regardless of source, and (2) the value of all noncash items or assets received by Sponsor for the purposes of the project (the “administrative fee”).
- Notwithstanding the foregoing, expenditures of grant funds received by Sponsor for the purposes of the project that involve government or public-agency funds shall be subject to an administrative fee of **fifteen percent (15%)** because such grant funds are typically subject to increased reporting and/or auditing requirements. Any such grant received by Sponsor over the amount of \$500,000.00 may also be subject to additional fees in connection with audit expenses, at the sole discretion of Sponsor.
- The administrative fee will be charged on a monthly basis. The minimum annual administrative fee shall be \$2,000.00, which shall be charged at the end of the fiscal year if the minimum amount has not been met.
- In addition to the administrative fee, Sponsor shall also charge an annual fee of \$250.00 per sponsored project, to be paid from the restricted fund held by Sponsor for the purposes of the sponsored project (the “annual fee”). This annual fee will be waived with respect to any project that spent \$10,000.00 or more in the prior year. Sponsor reserves the right to increase this annual fee in its sole discretion.
- In addition to the administrative and annual fees, Sponsor 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 and annual fees, Sponsor also retains the right to assess, in its sole discretion and without the additional consent of Affiliate or the Advisory Board, 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 and annual fees, including, but not limited to, for the following:
  - a. Fees associated with setting up a new employee
  - b. Legal fees
  - c. Additional insurance required or recommended based upon the project’s activities
  - d. Sponsor staff or management time in managing project activities, including legal matters
  - e. Special event coordination
  - f. Any bank, credit card, or other similar fees incurred (for example, PayPal fees, bounced check fees, *etc.*)

- g. An emergency rush fee of \$100.00 for any requests requiring a response from Sponsor management in less than 48 hours from the time made

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

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

Should Affiliate have any questions regarding these Sponsorship Policies, they should be directed to Sponsor in accordance with the following contact information:

**Mail:** OpenStreetMap US  
712 H Street NE Unit #980  
Washington DC 20002  
Attn: Board of Directors  
**Telephone:** 804-496-0566  
**Email:** team@openstreetmap.us

These Sponsorship Policies shall be signed by the Chair of the Project Advisory Board and by the Project Director, if any, for each sponsored project. Whenever the individual serving as either Chair of the Project Advisory Board or Project Director changes, Affiliate shall notify Sponsor immediately and such newly named Chair of the Advisory Board or Project Director shall also sign these Sponsorship Policies.

These Sponsorship Policies and the terms and provisions hereof are hereby acknowledged, accepted, and agreed to by:

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

**Project Advisory Board Chair**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Charter Project Director/Lead**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_