



Fiscal Sponsor Organization Name

% Contact Name

Address

City, State, Zip

EIN #

Re: 2019 MAP Fund grant for *Project Title* (the “Project”)

This Letter of Agreement, when fully signed by the parties hereto shall constitute the entire agreement between the MAP Fund and the above organization (“you” or “Grantee”) with respect to the Project.

The MAP Fund is a 501c3 organization, with a mission of supporting contemporary performing arts, particularly works that question, disrupt, complicate, and challenge inherited notions of social and cultural hierarchy across the current American landscape. This grant is awarded to further that mission.

1. Grant.

The MAP Fund agrees to pay to you the total amount of \$,\$,\$\$ (the “Grant”). This amount includes:

\$,\$,\$\$ solely for use by the Sponsored Artist(s) for the creation and development of the work as described in the MAP Fund application;

\$,\$\$\$ solely for use by the Sponsored Artist(s) for unrestricted general operating expenses of their own determination.

The Grant shall be paid in one installment upon the MAP Fund’s receipt of your signature on this Agreement.

2. What you will need to provide.

The Grantee will ensure that the Sponsored Artist(s) submit an online final report within sixty (60) days of the end of the grant cycle [June 30, 2021]. The final report consists of:

(a) a short narrative describing the Sponsored Artist(s) activities on the project during the grant Period, which can include a description of what was accomplished by expenditure of the funds, the artist and production team’s sense of what were the lasting benefits of the Project; what, if any, leverage to other funding was provided by having received a MAP Fund grant; what challenges were encountered during the course of the Project, particularly those around which The MAP Fund could provide better support; what you might do differently if you were to do the Project again, and what your specific plans are, if any, for continuing the work started by this grant;

(b) a final (or most current) project budget.



3. Credits.

The Grantee will ensure that, in all and any usage of the Project issued by or authorized by Sponsored Artist(s), the Sponsored Artist(s) shall, make every effort to, include or attach credits containing substantially the following:

(a) “The MAP Fund is primarily supported by the Doris Duke Charitable Foundation. Additional funds come from the Andrew W. Mellon Foundation.”

(b) “The MAP Fund, supported by the Doris Duke Charitable Foundation and the Andrew W. Mellon Foundation.”

(c) [Download](#) and display the MAP Fund Logo (may also be used in conjunction with options (a) and (b)).

4. Changes to the Project Description or Project Budget.

The MAP Fund acknowledges that the creative process may result in changes and/or supplements to the Project; however, the following elements are of the essence of this Agreement and may not be changed by you or the Sponsor Artist(s) without the prior written consent of the MAP Fund:

(a) significant changes in participation among the generative artist(s) named in the original application;

(b) expenditure of the grant funds within the grant period in which the Grantee was awarded [July 1, 2019 – June 30, 2021]. NOTE: Grant extensions may be requested by contacting the MAP Fund office.

You and the Sponsored Artist(s) agree to repay to the MAP Fund any portion of the Grant, which is not used for the purposes and activities described herein.

5. Audit Rights.

You shall maintain books and records adequate to provide information ordinarily required by grantors under similar circumstances. Such books and records shall be maintained for at least four years after the project has been completed. At the MAP Fund’s sole expense, the MAP Fund shall have the right to audit your books and records applicable to the Project, one time only in any twelve-month period, and upon reasonable prior written notice.

6. Intellectual Property.

The MAP Fund and Grantee each acknowledge that as between the MAP Fund, Grantee, and the Sponsored Artist(s), the Sponsored Artist(s) shall own and control all intellectual property rights, including without limitation copyright, trademark and patent rights, in and to the Project.

7. Representations and Warranties.

You warrant and represent that:



- (a) the Project is a commissioned or sponsored work and the intellectual property rights therein shall be owned and controlled by the Sponsored Artist(s);
- (b) you have entered into a written agreement with the Sponsored Artist(s) to take on all fiscal responsibilities related to this grant.
- (c) the Grant will only be used for the purposes stated herein and as outlined in the grant application and budget, which are incorporated herein and made part of this Agreement;
- (d) you and/or the Sponsored Artist(s), as applicable, have secured or will have secured prior to completion of the Project, any and all necessary rights, clearances and/or licenses with respect to the Project, and any other materials and elements embodied in or used in connection with the performance of this Agreement;
- (e) you have obtained reasonable assurances from the Sponsored Artist(s) that none of the Project and/or other materials provided, created, produced, compiled, developed or otherwise supplied hereunder, shall violate or infringe upon the copyright, trademark, privacy, creative or other rights of any person, firm, corporation or other third party by reason of distribution, exhibition or other use;
- (f) you have not entered into, and will not enter into, any agreement adverse to or inconsistent with this Agreement;
- (g) the Grant will not be used to attempt to influence any legislation within the meaning of IRC Section 4945(d)(1) of the Code or to influence the outcome of any specific public election.

8. Indemnification.

(a) You agree to indemnify and hold the MAP Fund, its director, officers, employees, affiliates, successors, assignees, agents, representatives, independent contractors and licensees harmless from and against any claims, causes of action, demands, loss or damage that arise out of or in connection with

(i) your and Sponsored Artist(s)' breach or default of any representation, warranty or covenant hereunder, and;

(ii) your and Sponsored Artist(s)' acts or omissions associated with the Project and/or the Grant including, without limitation, acts or omission of, your or Sponsored Artist(s)' employees, authorized agents, servants or independent contractors or any subcontractor hired by any of the foregoing.

(b) As between you, Sponsored Artist(s), and the MAP Fund, you and Sponsored Artist(s) shall be solely responsible for all injuries to persons, including death, or damage of property, sustained during the development and production of the Project and resulting from any negligence, fault or default of you or any of your employees,



authorized agents, servants or independent contractors hired by you, or any subcontractor hired by any of the foregoing.

(c) You and Sponsored Artist(s) shall comply with all applicable State, City and Federal laws, ordinances, codes and regulations, which affect the Project, including laws on workplace discrimination and harassment. In addition you shall comply with not-for-profit rules forbidding the carrying on of propaganda or otherwise attempting to influence legislation or intervention in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office which affect the Project. You and Sponsored Artist(s) shall, at your or their own expense, obtain all permits, licenses and approvals required and shall comply with all laws in connection therewith.

(d) You and Sponsored Artist(s) agree to notify the MAP Fund promptly, in writing, of any legal claim or action of which you have knowledge, which is in any way related to this Agreement or your obligations hereunder.

(e) The warranties, representations and indemnifications contained herein shall survive any termination or expiration of this Agreement.

9. The MAP Fund Rights.

(a) From the execution hereof forward, you and the Sponsored Artist(s) shall cause the MAP Fund and others, as specified, to have the following rights in the Project on a non-exclusive basis:

(i) The MAP Fund shall have the non-exclusive right to use the documentation of the Project for archival purposes;

(ii) The MAP Fund shall have the non-exclusive right to use and authorize others to use the documentation of the Project, and the names, likenesses and biographies of any and all persons appearing in, or performing services in connection with, the Project for purposes of promoting the Project or for institutional promotion of the MAP Fund.

(b) The MAP Fund shall have the right to terminate the Agreement for cause if

(i) you fail to cure or correct Non-compliance. “Non-compliance” as used herein shall mean if you should materially breach any of the terms, conditions or covenants of this Agreement, or conduct yourself in such a way in the provision of services required by this Agreement that the interest or activities of the MAP Fund is subject to substantial harm. In such event, then the MAP Fund shall notify you in writing of such failure, breach or conduct and offer you an opportunity to correct such failure, breach or conduct within thirty (30) days. If, in the reasonable opinion of the MAP Fund, you do not cure such failure, breach or conduct, then the MAP Fund shall have the right to terminate this Agreement



and upon such termination, you shall immediately refund the amount of the Grant to the MAP Fund, or

(ii) you shall become insolvent or bankrupt, or assign the Agreement or its proceeds for the benefit of creditors, or take advantage of any insolvency statute or debtor or creditor law, now or hereafter enacted or amended, or if your property or affairs shall be placed in the hands of a receiver or receivers. In the event of any such termination as set forth above, all executory obligations of the MAP Fund hereunder shall be null and void and of no further force or effect, but your executory obligations hereunder shall survive and remain in full force and effect.

(c) Notwithstanding any other provision of this Agreement to the contrary, you agree that you and the Sponsored Artist(s) will look only to the MAP Fund for payment of the Grant. You further agree that you waive any right(s) of claim(s) you may have for payment against the Board of Directors of the MAP Fund (the "Board"), and release and forever discharge the Board from all claims, demands, and damages of any type, relating to the Grant, including, without limitation, for breach of this contract. No member of the MAP Fund or the Board or any officer or employee of the MAP Fund or the Board shall be liable to you personally under or by reason of this Agreement or any of its provisions.

10. Assignment.

It is understood and agreed that the subject matter of this Agreement is special, unique, and of an artistic and intellectual nature, and that your involvement in the Project are of the essence herein. Accordingly, you shall not assign or transfer this Agreement or any portion thereof to another party without the express written consent of the MAP Fund. Should legal or fiscal concerns require that the MAP Fund or the Board assign its rights and obligations hereunder, then MAP Fund may do so without your prior consent, but shall give you written notice of the assignment.

11. Offer Subject to Rescission.

Please note that this Agreement is an offer, the acceptance of which shall be evidenced only by your signature hereto. The MAP Fund must receive your signature on this Agreement within sixty (60) days of the date first stated above (the "offer period") or else this offer shall be automatically revoked, without any further action by the MAP Fund. In the event a copy of this Agreement signed by you is not received by the MAP Fund during the offer period, you shall not be eligible to receive the Grant or any of the services or additional funding set forth in this Agreement and this Agreement shall be void ab initio.

12. Miscellaneous.

The Agreement embodies the entire agreement and understanding of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. The relationship created by this Agreement between the MAP Fund and the Grantee is one between a not-for-profit funding organization and recipient, and shall in no way be construed



to create or appoint the Grantee as an agent or employee of the MAP Fund or the Board for any purpose

whatsoever. This Agreement shall be governed by the laws of the State of New York without regard to its conflicts of law principles. Grantee acknowledges that the MAP Fund is relying on the undertakings set forth in this Agreement in providing the Grant, and that failure by Grantee

to comply with such undertakings will constitute a material breach by Grantee under this Agreement and shall obligate the Grantee to return the Grant to the MAP Fund immediately, in the MAP Fund's discretion and to the extent permitted by applicable law. Such undertakings are not intended to be complete or exclusive and are in addition to, and not in substitution of, any other rights or remedies available to the MAP Fund at law or in equity. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the MAP Fund.

This Agreement may be executed by electronic signature, which when executed shall be deemed an original for all purposes, and shall constitute a fully binding agreement with full legal force and effect.

If any provision of this Agreement or the application of such a provision to any person or circumstances shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of the provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected and shall be valid and enforceable to the fullest extent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, to be effective as of the day and year first above written.

Agreed and Accepted:

[MAP Fund Representative]

Date: _____

[Fiscal Sponsor Representative]

Date: _____