



FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (this "Agreement") is entered into as of August 14, 2019 (the "Effective Date") by and between INTERNET SOCIETY CHAPTER OF THE GREATER NEW YORK CITY METROPOLITAN AREA, INC. ("ISOC-NY") ("Sponsor") and the ACCESSIBILITY SPECIAL INTEREST GROUP OF THE INTERNET SOCIETY (the "Accessibility SIG"). Sponsor and the Accessibility SIG are each a "Party" and together the "Parties."

RECITALS

A. Sponsor is a New York not for profit corporation located in New York, New York, qualified 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)(1) and 170(b)(1)(A)(vi).

B. The Board of Directors of the Sponsor has approved the establishment of a restricted fund to receive grants, cash donations and other funds designated for support of a project known as the Accessibility SIG (the "Project") and to make disbursements in furtherance of the Project's mission to dedicated to addressing the needs of people with disabilities or special needs that are related to the Internet and its attendant technologies. . The Project is described more fully in **Exhibit A**.

C. The Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets and incurring liabilities identified for the purposes of the Project and using them to pursue those purposes, which the Board of Directors of the Sponsor has determined will further the Sponsor's charitable goals. The Executive Committee of the Accessibility SIG desires to oversee the Project on behalf of the Sponsor, subject to the Sponsor's discretion and control. The mailing address of the Project is PO Box 1599, New York, NY 10159.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:


1. Term of Agreement. The Term of this Agreement shall commence on the Effective Date and shall continue in effect unless and until terminated as set forth in Section 6.

2. Project Activities and Sponsorship Policies. All activities, public information work, publications, events, fundraising, processing of revenue, accounts payable and receivable, negotiation of contracts, disbursement of Project funds (including grants), and other activities conducted by the Project shall be the ultimate responsibility of the Sponsor and shall be conducted in the name of the Sponsor, beginning on the Effective Date.

a. All activities of the Project must be consistent with the Sponsor's 501(c)(3) status and its mission.

b. The Sponsor controls the day-to-day affairs of the Project, and hereby delegates such control to the Executive Committee.

c. The Sponsor has ultimate oversight and control over the Project.


3. Administrative Charges. The Project shall pay to the Sponsor, for its administrative costs and activities, ten percent (10%) of all contributions and donations made to the Project (the "Administrative Charge"). For the avoidance of doubt, any other revenue of the Project, including without limitation Internet Society ("ISOC") grants, ISOC reimbursements, other grants, sponsorship funding, or ordinary income of the Project shall not be subject to the Administrative Charge.

4. Performance of Charitable Purposes. All of the assets received by the Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of the Sponsor. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by the Sponsor. The 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).

5. Project Funds and Assets.

a. The Sponsor maintains discretion and control over the grants and donations intended for the Project (the "Funds"), such that the Sponsor could redirect the Funds to another qualified Sponsor project or another qualified entity. The Sponsor shall have the right to transfer funds from the restricted fund to the general fund of the Sponsor for the administrative fees, charges for extra services, and other expenses, all in accordance with an annual budget submitted by the Executive Committee and approved by the Sponsor. Such fees, and charges are necessary for the proper administration of the Project, and thus become unrestricted rather than restricted assets when paid.

b. Except as set forth herein, the Sponsor shall set aside all Funds solely for use with the Project.

c. The Sponsor shall have the right to transfer funds from the restricted fund to the general fund of the Sponsor for the Administrative Charge, charges for extra services, and other expenses. Such fees and charges are necessary for the proper administration of the Project, and thus become unrestricted rather than restricted assets when paid.

d. Unless otherwise agreed, any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with the Project shall be the property of the Sponsor, held for the charitable purposes of the Project.


e. The Project may solicit gifts, contributions, and grants to the Sponsor identified as in support of the purposes of the Project. The Project's choice of funding sources to be approached, and the text of the Project's fundraising materials, are all subject to the Sponsor's prior written approval not to be unreasonably withheld, and shall include an express disclosure of the Sponsor's variance power under Section ___ below. All grant agreements, pledges, or other commitments with funding sources to support this Project shall be executed by the Sponsor.

6. Obligations of the Project.

- a. No Discrimination. The Project and those acting on its behalf must not discriminate or engage in culturally insensitive behavior on the basis of race, ethnicity, nationality, national origin, gender, gender orientation, gender identification, disability, age or weight.
- b. Financial Liquidity. It is the responsibility of the Executive Committee to ensure sufficient funds are available to cover the Project's expenses at all times.
- c. Ethical Conduct. All Project personnel will act with high standards of ethical conduct.
- d. Avoiding Conflicts of Interest. The Executive Committee shall avoid conflicts of interest and the appearance of conflicts of interest.
- e. Project Reports. The Executive Committee is responsible for reporting orally and in writing to the Sponsor and Project donors, and for maintaining relationships with Project donors.
- f. Disclosure and Communication of Project Status. The Sponsor requires the Project to clearly disclose and state in writing its affiliation with the Sponsor in all grant proposals, solicitations and published materials.
- g. Injurious Activities. The Project will not engage in any activity that it knows or reasonably should have known would jeopardize the Sponsor's corporate, nonprofit or tax-exempt status or otherwise create injurious liability.

7. Delegation. As of the Effective Date, oversight of the program activities of the Project is delegated by the Board of Directors of the Sponsor to the Executive Committee of the Accessibility SIG, subject to the ultimate direction and fiduciary responsibility of the Sponsor's Board of Directors.

- a. The members of the Executive Committee shall serve as a subordinate body to the Board of Directors of the Sponsor to assist with the fulfillment of the purposes of the Project.
- b. The initial members of the Executive Committee shall be Muhammad Shabbir (President), Gunela Astbrink (Vice Chair), Judith Hellerstein (Secretary), Gregory Shatan (Treasurer), and Joly McFie (Administrator). Members may be replaced and new members may be admitted to the Executive Committee pursuant to the Charter and Bylaws of the Accessibility SIG and approval by the Sponsor.
- c. The Executive Committee shall delegate one member to serve as liaison to the Board of Directors of the Sponsor, and may delegate an alternate. The liaison shall attend all meetings of the Sponsor's Board of Directors and facilitate communications between the Board and the Executive Committee.



d. The Sponsor's Board of Directors and the Executive Committee shall meet by conference call at least once annually and shall communicate regularly.

8. Restricted Fund / Variance Power.

a. Beginning on the effective date, the Sponsor shall place all gifts, grants, contributions, and other revenues received by the Sponsor for the purposes of the Project into a separate bank account designated as a restricted fund to be used for the sole benefit of the Project's mission as that mission may be defined by the Executive Committee from time to time with the approval of the Sponsor. The Executive Committee may not spend or otherwise obligate the Sponsor to pay for an amount or amounts exceeding the balance in the restricted fund, nor shall the Executive Committee authorize or permit anyone to do so.

b. The Sponsor retains the unilateral right to spend such funds so as to accomplish the purposes of the Project as nearly as possible within the Sponsor's sole judgment, subject to any more specific donor-imposed restrictions on the charitable use of such assets. The parties agree that all money and the fair market value of all property in the restricted fund, and all income derived therefrom, be reported as belonging to the Sponsor on the Sponsor's financial statements and tax returns.

c. It is the intent of the parties that this Agreement be interpreted to provide the Sponsor with variance powers necessary to enable the Sponsor to treat the restricted fund as the 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 (FASB). 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 the Sponsor unrelated to the Project.

9. Termination.

a. Breach. If either Party materially breaches this Agreement, the other Party may give the breaching Party thirty (30) days' written notice of such breach. If the breaching Party does not cure the breach within thirty (30) days of receipt of written notice, the other Party may terminate the Agreement immediately upon written notice. Any Project assets and liabilities shall be disposed of at the end of the notice period in a manner consistent with Section 7(c).

b. Termination by Sponsor. Sponsor may terminate this Agreement immediately upon written notice to the Executive Committee if the Sponsor determines that the objectives of the Project are inconsistent with Sponsor's mission or can no longer reasonably be accomplished by the Sponsor.

c. Termination without Cause. If the objectives of the Project can still be accomplished but either the Executive Committee or the Sponsor desires to terminate the Sponsor's fiscal sponsorship of the Project:

- i. Either the Sponsor or the Executive Committee may terminate this Agreement on 60 days' written notice to the other Party, so long as another nonprofit organization, acceptable to both the Sponsor and a majority of the members of the Executive Committee, is found that is tax-exempt under IRC Section 501(c)(3) and not classified as a private foundation under Section 509(a) (a "Successor"), and is willing and able to sponsor the Project. (As used in this Section 6, the word "able" shall mean that the Successor has charitable purposes compatible with the purposes of the Project and has the financial and administrative capacity to competently manage the Project.)
- ii. The balance of assets in the Sponsor's restricted fund for the Project, together with any other tangible and intangible assets held and liabilities incurred by the 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 Executive Committee has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as it has received a determination letter from the Internal Revenue Service, indicating that such qualifications have been met, no later than the end of the notice period or any extension thereof.
- iii. If no Successor acceptable to both parties is found within a reasonable time, the Sponsor may dispose of the Project assets and liabilities in any manner consistent with applicable tax and charitable trust laws.

10. Representations and Warranties. Each Party represents and warrants to the other that this Amendment has been duly authorized, executed and by delivered by such Party and constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

11. Miscellaneous.

a. Severability and Enforceability. If any provision in this Agreement or a SOW is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and all other remaining provisions or parts thereof shall continue in full force and effect. 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.

b. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York applicable to contracts to be performed entirely within such State, without giving effect to any conflicts of law provisions that would require the application of the law of another jurisdiction. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Federal and State courts located in New York County, New York, hereby consent to the personal jurisdiction of such courts, and expressly waive all defenses of lack of personal jurisdiction and *forum non conveniens*.

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c. Waiver. The failure of the either Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

d. Entire Agreement. 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 by reference.

e. Amendment. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

f. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, not to be unreasonably withheld.

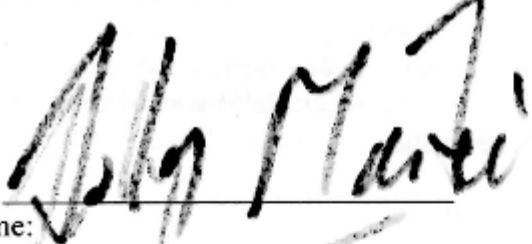
g. Counterparts. This Agreement may be executed and delivered in counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A Party's electronic transmission of a duly executed copy of this Agreement to the other Party shall constitute effective delivery by that Party of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Fiscal Sponsorship Agreement as of the Effective Date first set forth above.

INTERNET SOCIETY CHAPTER OF THE
GREATER NEW YORK CITY
METROPOLITAN AREA, INC.

ACCESSIBILITY SPECIAL INTEREST
GROUP OF THE INTERNET SOCIETY

By: 
Name: ~~Gregory S. Shatan~~ **STUART REID**
Title: ~~President~~ **SECRETARY**

By: 
Name: _____
Title: _____

Admin
Alex SIE

EXHIBIT A

THE PROJECT

The Accessibility Special Interest Group (also known as AllySIG) is dedicated to addressing the needs of people with disabilities or special needs that are related to the Internet and its attendant technologies.

To recall, over one billion people worldwide - about 15% of the world's population - experience some form of disability, reported by WHO in 2011.¹ An analysis² shows the figure reaches 1.3 billion in 2018. In this context, The accessibility SIG is aimed at providing the interested participants a platform to discuss the internet related accessibility issues faced by the people with disabilities and try to find the solutions to those issues.

The accessibility SIG also represents a journey for all of us who are members and who are dedicated to creating equal access to the Internet regardless of disability.³ The Internet is for Everyone!

<https://allysig.org>

¹ http://www.who.int/disabilities/world_report/2011/report/en/

² Global Economics of Disability report from 5th Quadrant Analytics at:
<http://returnondisability.com/disability-market/>

³ This project supersedes the Internet Society's longstanding Disability & Special Needs Chapter.

Muhammad Shabbir

1 August 2019

Chair

ISOC Accessibility SIG

Via email: mshabbirawan@gmail.com

Dear Muhammad :

I am pleased to inform you that the Internet Society Board of Trustees passed a resolution welcoming the new ISOC Accessibility Special Interest Group (SIG) during our meeting last week.

You and your fellow SIG members are now part of a global community focused on promoting the open development, evolution and use of the Internet for the benefit of all people throughout the world. We look forward to your participation, and to learning about your SIG's activities.

Congratulations and best wishes for your success!

Sincerely,



Gonzalo Camarillo

Chair, Board of Trustees

cc: Christine Saegesser Baethge, Senior Manager of Global Chapter Development
Kyle Shulman, Senior Manager, Global Engagement