

*Requests for alternative formats (large print, braille, ASL, etc)  
can be sent to the IAC's accessibility coordinator Stephanie Haines at [shaines@iac.in.gov](mailto:shaines@iac.in.gov)*

## **Sample MOU Letter**

Date

To whom it may concern,

This letter serves as a Memorandum of Understanding (MOU) between [Insert Nonprofit 501c3 Org Name] hereafter referred to as “Fiscal Agent” and [Insert Applying Organization Name] hereafter referred to as “Applicant”, regarding the administration and management of the project [Insert Project Title] for the activities, period, and duration outlined in the grant application submission.

The Fiscal Agent agrees to fiscally sponsor the Applicant, and both parties understand their responsibilities within this arrangement. The Applicant is responsible for the implementation and oversight of all activities and reporting related to [Insert Project Title].

The Fiscal Agent agrees to assume financial and legal responsibility related to the funding requirements of the Indiana Arts Commission. The Fiscal Agent also agrees to establish and operate a designated account segregated for the use of the project on behalf of The Applicant, and will disburse funds from the account upon written request by the Sponsored Organization.

The Fiscal Agent reserves the right to terminate this agreement if it is found that the Applicant's actions/activities jeopardize the Fiscal Agent's tax-exempt status.

Sincerely,  
Jane Doe, Director  
Fiscal Agent

## Sample MOU Agreement

### Memorandum of Understanding Between [Insert Nonprofit 501c3 Org Name] and [Insert Applying Organization Name]

The purpose of this Memorandum of Understanding (MOU) is to outline goals and expectations between [Insert Nonprofit 501c3 Org Name] (Fiscal Agent) and [Insert Applying Organization Name] (Applicant/Sponsored Organization), regarding the administration and management of the [Insert Project Title] project.

#### Duties

[Insert Applying Organization Name] will implement and oversee the [Insert Project Title] project and agrees to the following:

- A. Serve as the primary contact with the general public as it relates to the implementation of the [Insert Project Title] project;
- B. Carryout all tasks related to the [Insert Project Title] project such as program announcements, talent recruitment, parent/teacher communications, and grant applications/reports;
- C. Shall use all grant funds solely for the above mentioned project as outlined in grant application;
- D. Shall operate the project in a manner consistent with the Fiscal Agent's tax-exempt status. No changes in the activities of the Project shall be made without prior written permission of the Fiscal Agent, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Fiscal Agent's tax-exempt status;
- E. Provide all information and prepare all reports, including final report, required by the funding organization(s) with the Fiscal Agent's assistance and final approval;
- F. Submit written request to Fiscal Agent for disbursement of funds;

[Insert Nonprofit 501c3 Org Name] will act as the Fiscal Agent to [Insert Applying Organization Name] for the implementation of the [Insert Project Title] project and agrees to the following:

- A. Sponsor the above mentioned Project and to assume financial and legal responsibility related to the funding requirements of the Indiana Arts Commission;
- B. Establish and operate a designated account segregated for the use of the Project on the Fiscal Agent's books on behalf of the Sponsored Organization. All amounts deposited into a Project's Account will be used in its support, less administrative charges;
- C. The Fiscal Agent will disburse funds from the Account upon written request by the Sponsored Organization.

#### Term

This MOU will commence on January 1, 2019 and continue until December 31, 2019.

**Cancellation**

This agreement may be terminated if any of the following events occur:

- A. The Fiscal Agent requests the Sponsored Organization to cease activities that it deems might jeopardize its tax-exempt status and the Project fails to comply within a period of ten (10) days;
- B. The Sponsored Organization fails to perform or observe any other covenant of this agreement, and this failure remains unremedied fifteen (15) days after notice in writing;
- C. Upon expiration of four weeks after either the Sponsored Organization or the Fiscal Agent has given written notice of its intent to terminate the agreement.

**Points of contact responsible for administration:**

Insert Nonprofit 501c3 Org Name  
 Contact Name, Title  
 Full Address

Insert Applying Organization Name  
 Contact Name, Title  
 Full Address

IN WITNESS WHEREOF, [Insert Nonprofit 501c3 Org Name] and [Insert Applying Organization Name], through duly authorized representatives, entered into this Memorandum of Understanding. The parties having read and understood the foregoing terms of this Memorandum of Understanding do by their respective signatures dated below hereby agree to the terms thereof.

[Insert Nonprofit 501c3 Org Name]  
 By:

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Authorizing Official Date

[Insert Applying Organization Name]  
 By:

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Authorizing Official Date