



FISCAL SPONSORSHIP HANDBOOK

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SOUTHERN DOCUMENTARY FUND (SDF)

FISCAL SPONSORSHIP HANDBOOK

1. Fiscal Sponsorship

The Southern Documentary Fund (SDF) offers Fiscal Sponsorship for media projects that are consistent with SDF's goals and purposes. In the simplest terms, "Fiscal Sponsorship" is when an organization that has received nonprofit status from the IRS accepts responsibility for funds received from other entities to support activities in support of its mission.

Fiscal Sponsorship is important if your media project (broadly defined—it could be film, video, photography, multimedia, or something else) can only secure funding from foundation, government or corporate sources if it has tax-exempt status under a current 501(c)(3) certificate from the IRS. Having a fiscal sponsor allows an individual to solicit funds from government, foundation, individual and other philanthropic sources that require IRS status to provide donations to the project. These donations are then also tax-deductible to the fullest extent allowed by law.

Instead of attempting to secure tax-exempt status for your project or production company (a lengthy, involved and costly process), you may contract with a fiscal sponsor to be the tax-exempt entity, which will independently manage the funds from your donors. As a fiscal sponsor, SDF collects all funds for a project, disburses the funds as necessary, and provides screening opportunities, website space, and fiscal consultation to sponsored projects. **SDF retains control and discretion over the use of all contributions it receives.**

SDF charges an administrative fee for any monies granted through our Fiscal Sponsorship program. This 5-7% fee covers the cost of our management of donations to your project (including costs associated with bookkeeping, check distribution, fiscal reporting to funders, and web site space).

2. Process to Obtain Fiscal Sponsorship

The first step in the process is for the person or organization that wants to do the project to submit a proposal to SDF describing the specific program to be conducted (**Section 5**). SDF will evaluate the proposal to determine whether the project is charitable and carries out the SDF's tax-exempt purposes (**Section 6**). The SDF Board of Directors then reviews and approves the project. After approval, SDF and the project owners will enter into an agreement that provides the terms and conditions that apply to the project's use of funds received from SDF (**Section 7**).

Once the project is approved, funds may be solicited from donors, foundations, or government agencies (**Section 9**). Funding sources should be advised that SDF will retain control and discretion over all funds received. As funds are received for the specific

project, the funds will be disbursed to the person or organization conducting the project, subject to the terms of the agreement (**Section 10 & 11**). The project owners are required to make progress reports to SDF (due January 15 and July 15) showing use of the funds and progress on the project (**Section 12**).

3. Project Eligibility

You must be working on a documentary project, consistent with the SDF mission, seeking donations in the form of grants from public agencies, foundations, corporations, or individual donors (including fundraising benefits).

Note: Emerging artists or producers who are not yet prepared to raise funds or who need assistance developing quality proposals are directed to the Center for Documentary Studies' continuing education program.

4. Relationship of Fiscal Sponsor and Project

Many projects seek fiscal sponsorship to be eligible for support from a government agency, a private foundation, or a tax-deductible contribution from an individual or corporation. However, the IRS has a strict policy against so called "conduit" arrangements.¹ When A makes a donation to B (the SDF), earmarked for C (your project), it is in reality a donation from A to C. If C does not have tax-exempt status under Section 501 (c) (3), the donation is not tax-deductible. To be deductible, the IRS requires that B (i.e., SDF) has "complete discretion and control" over the funds, and the IRS holds SDF legally responsible to see that its payments to the project further the SDF's mission and purpose for being tax-exempt. As far as the IRS is concerned, your project must act so as to further the SDF's tax-exempt purposes (see our mission statement); and the SDF is not directed or controlled by the project.

These conditions on fiscal sponsorship necessitate the guidelines, forms, and regulations you will read about below.

5. Applying for Fiscal Sponsorship through SDF

a. **Submit the Application Form** (Appendix A), a proposal with budget, and supplemental additional materials (see below), **accompanied by a check for \$35.00** made payable to the Southern Documentary Fund. Deadlines are once per quarter: January 15, April 15, July 15, and October 15. All application materials (except the Application Form) must be typed. No handwritten applications will be accepted. Incomplete applications will not be accepted.

Please **submit five copies of all written materials and five copies of your work sample** to:

¹ Gregory L. Colvin, *Fiscal Sponsorship: 6 Ways to Do It Right* (San Francisco: Study Center Press, 2000), 3.

Southern Documentary Fund
762 Ninth Street, #574
Durham, NC 27705

b. With your application, ***submit a project proposal and budget***. Your proposal must give both a description and work plan for the project. We recommend the following format in anticipation of the requirements of potential funders.

- **Title Page:** include a one or two sentence description of the project, the length and format of the project, and contact information for the project director(s). The short description should give a clear sense of the subject matter, the point of view, and narrative style of your project.
- **Introduction/Background** (if appropriate): provide information about the subject matter addressed in the film/video (generally 2-3 paragraphs). Why is the project needed and how did you become involved with it? Have there been other projects on the same topic? If yes, how is yours different?
- **Project Description:** describe the film/video specifically and visually, explaining the approach to the subject, the style, and organization of the material (generally a page and half).
- **Audience and Distribution Strategy:** Who is your primary audience? Describe them in as much detail as possible. Who are you making this project for? How will you reach them? What venues or distributors will you be approaching and why?
- **Fundraising Plan:** describe the total costs of the project (and, if applicable, the amount raised or committed to date in the form of contributions, in-kind donations of services or equipment, waived fees, etc.) and the fundraising goal, with a discussion of the strategy and sources for raising funds. How are you going to fund this project? Give specific names of foundations, corporations and agencies that you will be applying to for your project. Specify the amounts you are planning on requesting from these sources and any funds you have already received so that they add up to the total amount of your budget. Are you going to individual donors for solicitations? Are you planning a fundraiser?, etc. If available, please include information on other projects you have successfully raised funds for. Applications without a thorough fundraising plan will not be considered.
- **Project Status and Completion Timeline:** outline what has been accomplished to date, and the stages and approximate lengths of time for each stage leading to completion.
- **Key Personnel:** include a paragraph about each of the project's principal production staff (attach résumés and biographies for each). These individuals are

usually responsible for the project from beginning to end, such as the Director, Producer, Writer or Editor.

- **Project Budget:** outline your income and expenses. We suggest a three-column format with the total budget, in-kind, and amount needed. The budget may be arranged either chronologically (pre-production, production, and post-production, and, if appropriate, distribution) or by key areas of expense (e.g. salaries, fees, supplies, equipment rentals, travel, services, office, etc.). In either case, the budget breakdown should include unit pricing, as well as grand totals. It should list expenditures already made on the project and itemize in-kind contributions, whether previously made or anticipated. In most cases, the budget should be no more than 4 pages.

SAMPLE BUDGET [this is just a sample. It does not reflect real prices or anything about what we “think” you should include]:

				<i>Actual Cost</i>	<i>In-Kind Contribution</i>	<i>Funds Needed</i>
Pre-Production						
Producer/Writer	16days	@	100	1600	1600	
Mileage for Research Trips	800miles	@	0.35	280	280	
Per Diem (Food and Lodging)	16days	@	50	800	800	
Telephone and Fax	2months	@	60	120	60	60
Production						
Producer/Writer	30days	@	100	3000	3000	
Cinematographer	12days	@	400	4800	2400	
Sound Recordist	12days	@	400	4800	2400	2400
Per Diem	12days	@	100	1200	1200	
Travel for Production Crew	2400miles	@	0.35	840	840	
60-minute DV tapes	15tapes	@	10	150		150
DV Camera rental	12days	@	200	2400	1200	1200
Sound Recording Package	12days	@	75	900	450	450
Post-Production						
Producer/Writer	4weeks	@	500	2000	2000	
Transcriber	40hours	@	10	400	400	
Editor	4weeks	@	1200	4800	1600	1600
Avid Editing System	4weeks	@	1000	4000	4000	1000
DV Master tapes	2tapes	@	10	20	20	
Window Dub tapes	15tapes	@	2	30	30	
Final VHS Dubs	80tapes	@	3	240		240
Teacher's Guide Design	1 fee	@	400	400	200	200
Teacher's Guide Printing	100copies	@	2	200		200
GRAND TOTAL				31380	22480	7500

c. **Submit five copies of a work sample**—a DVD, photos, and/or excerpt from your writing. If you do not have a sample tape of the project for which you are applying, please send a sample of your previous work. If this is your first project of any kind, we

will consider a sample tape from members of your principal production team (a director, co-producer, writer, cinematographer, or editor, for example). We also urge you to investigate the video production course offerings at the Center for Documentary Studies at Duke University. Please *include a self-addressed, stamped envelope* with your application if you would like your work samples to be returned.

d. We strongly encourage you to consider submitting *supplemental* materials such as letters of support for your project, or personal references (name, relationship to you, and phone number).

Complete Application Checklist:

5 copies of each of the following:

- Application Form
- Fee for \$35.00 (made payable to the Southern Documentary Fund)
- Project Proposal and Budget
- Work Sample, SASE envelop for return
- Optional Supplemental Materials

6. Selection Criteria and Review Process

After your application materials are submitted, a rotating five-person New Projects committee consisting of two SDF board members and three documentary artists will meet to consider the project. The committee will then consider whether to recommend the project to the Board of Directors, which will make final decisions. If approved, the Project Director will sign the Fiscal Sponsorship Agreement.

Criteria for project selection include:

- The relevance or merit of the subject matter
- Quality of the proposal
- The experience of key personnel
- Whether the budget is well developed and realistic
- Fundraising ability
- Whether the project meets the goals of SDF as stated in the mission statement, above
- Distribution potential

If accepted, SDF applies a 5% administrative fee to all funds received for the project. A 7% fee will be assessed to certain projects whose funding comes from grant sources that require additional reporting from SDF.

7. Summary of Fiscal Sponsorship Agreement

If your project is approved by the Project Review Committee, you must enter into the attached Fiscal Sponsorship Agreement (**Appendix B**) requiring you to:

- keep track of all expenses connected with the project and submit with Disbursement Request Forms;
- complete and return a Progress Report on January 15th and July 15th each year a project is sponsored;
- spend funds administered to you through SDF only for the project and in accordance with the budget approved by SDF;
- comply with restrictions and requirements imposed on SDF by donors and with government requirements regarding information returns;
- provide a copy of your final product to SDF;
- provide proper credit to SDF in publicity and outreach materials

In return, SDF will:

- manage donations to your project under its 501 (c) (3) tax status;
- disburse funds to you on behalf of your project, once per month, and provide information upon request about your account balance
- assist with screening opportunities, during and after completion;
- provide you with one page on SDF's website to feature your project;
- offer 3-4 free SDF-sponsored educational forums per year on topics such as: orientation to fiscal sponsorship, fundraising, production, and distribution.

8. Financial Records

SDF maintains records of all contributions we receive on your behalf in a separate fund. Each time a contribution is deposited, we take a 5% fee (with the exception of certain grants including but not limited to grants from NEA, NEH and State Humanities Council grants, which is a 7% fee) for administering the grant. In addition, any interest earned on contributions will be retained by SDF.

9. Contributions

Please ask that all contributors make checks payable to Southern Documentary Fund. Another acceptable option is to make the check out to Southern Documentary Fund, with the name of your project on the memo line of the check. Contributors should send the checks to you and you should forward them to us with a "Contribution Notification Form". Checks from foundations and other granting organizations may be sent directly to SDF. But ALL contributions from individuals should be sent to you. **SDF retains control and discretion over the use of all contributions it receives.**

Contribution Notification

- If a contributor is sending the check to SDF directly, you are responsible for notifying us in advance using the CONTRIBUTION NOTIFICATION FORM. (**Appendix C**)
- If you are sending checks to us from either an individual or an organization, please fill out the CONTRIBUTION NOTIFICATION FORM and send it in along with your contribution checks. If you have multiple checks, please list each contribution you

are sending in with the amount of each contribution. We recommend that you make copies of all notification forms that you send to us for your own records.

Acknowledgement Letters

SDF will acknowledge and thank contributors to your project, advising the donor to speak to his or her tax advisor about the deductibility of the donation. You may also want to send a thank you letter to your contributors.

10. Disbursements

Disbursements are available from SDF once per calendar month, starting with January 15th. However, if the Project Director has any outstanding progress report(s), his/her funds will be frozen until progress reporting is up to date.

Check Clearance Policy

Donations made by foundations or individuals will be available for disbursement four weeks after the date they are received by SDF.

Guidelines

The project director is responsible for keeping track of all of the project's expenses and income. Checks are made out to the project, not to the individual director or producer; thus, your project needs its own checking account. You will receive a report of your donations and disbursements at the end of the year. However, you are responsible for keeping track of your own project's account information—SDF is not your bookkeeper or accountant.

Because disbursements are only made once per month, please keep in mind how much money you will really need when requesting funds from your account. However, if it is near the end of the year, you may not want to request more funds than you are absolutely sure of expending by December 31; otherwise you *may* have to report unexpended money to the IRS as personal income. Consult your tax advisor concerning your liability for unexpended income—SDF does not give tax advice.

Request the Funds

Complete and submit a DISBURSEMENT REQUEST FORM (**Appendix D**), anytime during a calendar quarter. Please keep in mind that checks are made payable only to the project. Please list expenses incurred and paid for with previous disbursement.

As long as contribution checks have cleared (which may take up to four weeks) and there is money in your account, your disbursement will be mailed to you within fifteen business days of your request.

Because SDF retains control and discretion over the use of all funds and must comply with donor and grant requirements, SDF reserves the right to modify or deny disbursement requests as necessary. For example, if the progress report described below is not submitted to the SDF by each deadline, or if project expenditures are found to be significantly out of line with funding source requirements, disbursement requests

may be modified or denied until SDF is satisfied with the status of your project and project reports are submitted.

11. Responsibilities to SDF

Progress Reports

As outlined in the Project Sponsorship Agreement, you are responsible for submitting the following information about your project two times per year:

- a. narrative description of project status
- b. detailed accounting of all project expenditures to date. Each itemized expenditure must correspond to an individual receipt or invoice. Expenditures must be categorized and subtotaled as closely as possible to the original production budget (as opposed to a chronological check register). Any significant variances from the original budget will be explained in accompanying budget notes. Details should include check numbers, expense report dates, etc. All invoices, receipts, and other financial records must be retained for auditing purposes and made available to the *SDF* upon request.
- c. estimate of costs to completion
- d. status of each grant administered by the *SDF*
- e. copies of all status reports submitted to funders since the preceding progress report, and copies of all contracts signed by the Project Director since the preceding progress report (including, but not limited to, crew deal agreements, release forms, and contracts for goods and services).
- f. notification of any reports that the *SDF* may be required to submit on behalf of the project.
- g. pending or anticipated proposals listing *SDF* as fiscal sponsor

You must complete and send us the above progress reports no later than January 15 and July 15 after you sign your fiscal sponsorship agreement. SDF will discontinue sponsorship with project directors who consistently fail to meet contractual deadlines. See page 2 and your sponsorship agreement for the progress report requirements.

SDF Policy on Delinquent Progress Reports

Any Project Director with one or more outstanding Progress Reports shall have his/her fiscal sponsorship **disbursement account frozen** (no further disbursements for which funds are available shall be made) until such time as the outstanding Progress Report(s) is filed. Once the account is updated, the project will again be eligible to receive requests and receive disbursements.

Special Reports

Certain funders require that you report back to them by a deadline as set forth in your original grant letter from that foundation or agency. To insure that foundation grant reports are submitted on time, SDF is responsible for delivering them directly to the foundations. **Project Directors are required to complete the grant reports and turn them into our offices two weeks before their due date.** This will not only protect SDF's reputation as a fiscal sponsor, but also that of our Project Directors as responsible and professional grantees. Remember that for every late report to a donor you not only threaten your chances of future fundraising, but also jeopardize funding opportunities for other documentary artists who rely on those same sources of support.

Copies of Proposals

If your proposal changes significantly from the one submitted with your original FS application to SDF, please make certain that you send us a copy of the new proposal prior to sending it out to funders.

Foundation, Corporation and Other Agencies Being Solicited

You must let us know by **fax or email all grants that you are applying to for funding.** If your proposal has not changed significantly, simply list the name of the foundation, corporation or agency and the amount you are requesting. If your proposal has changed, please submit a copy of the proposal to us. This will not only keep us informed but should your potential donor contact us regarding your project, we will be able to answer their questions and concerns knowledgeably.

Communicate with SDF

Keep us up to date about your project activities, goals, changes, and successes. We want to direct available resources your way. After completing your project, keep us up to date about screenings, festivals, awards, and distribution agreements. SDF publishes a quarterly electronic newsletter and writes press releases in order to share your accomplishments far and wide!

12. Seek Your Own Tax Advice

SDF is not a tax advisor and is not responsible for a project's individual accounting. We do not prepare W-2 or 1099 forms for your project's salaried staff or independent contractors. Project Directors should establish a relationship with an accountant or tax advisor, or be prepared to submit these forms themselves.

13. Fundraising Events, Printed Material, and Solicitation Guidelines

When soliciting contributions, grants and in-kind gifts for a SDF fiscally sponsored project, the Project Director may not represent the project as a joint venture or production of the Southern Documentary Fund.

Any mention of SDF on all printed material shall read: “*Project* has been sponsored by the Southern Documentary Fund,” or “*Project* has been made possible (in part) by the sponsorship of the Southern Documentary Fund, with funding provided by (funders),” or an alternate credit to be agreed upon between you and the SDF.

Please notify your donors that contributions which are made in response to direct solicitation (direct mail, at an event, etc) in exchange for goods or services (i.e., videotapes, t-shirts, etc) are only tax deductible at a rate less the value of the goods being offered. For example, let’s say you are giving away a videotape of the completed film. The value of the videotape is the amount you would sell it for in home video. This means that if you offer donors a videotape copy if they contribute \$500, the amount of their contribution will be deductible less the cost of the videotape at a home video sales price. Any project wishing to offer goods/services in exchange for donations must have the offer approved by the Southern Documentary Fund beforehand, so that we can generate accurate acknowledgement letters.

Contributions resulting from benefits or direct mail campaigns should be sent to YOU. You should collect the contributions and then forward them to us in a batch with a Contribution Notification Form.

With the exception of proposal cover sheets and application forms, which often require the fiscal sponsor’s contact information, Southern Documentary Fund’s return address should NEVER be used in connection with any kind of solicitation or fundraising event.

APPENDIX A

Southern Documentary Fund Fiscal Sponsorship Application Form

Date: _____

Application Checklist:

- Application Form (5 copies)
 - Project Proposal & Budget (5 copies)
 - Work Sample (5 copies)
 - Fee for \$35.00 (made payable to the Southern Documentary Fund)
 - Optional- Include a SASE if you would like your materials returned
 - Optional- Five Copies of any additional materials (please list)
-

Project Director(s): _____

Contact Organization (if any): _____

Address: _____

Telephone: (W) _____ (H) _____ Fax: _____

Email: _____

Project Title: _____

Format: _____ Length: _____ Genre: _____

Stage of Production: Pre-Production Production Post-Production Distribution

Total Project Budget \$ _____

- Is this your first media project? yes no
If no, amount of cash raised for previous film/video project: \$ _____
- What is your filmmaking background or experience? _____
- Have you been fiscally sponsored before by SDF? yes no
If yes, for what project? _____

1-2 Sentence Description of Project

Are you a U.S. Citizen? Yes No

If you are not a U.S. citizen, you must have a social security number or a Federal ID number to be eligible for fiscal sponsorship. Please indicate which one you have.

How did you hear about the Southern Documentary Fund?

- Internet Search SDF Representative Referral from a friend or colleague
- Other: _____

APPENDIX B

Southern Documentary Fund Fiscal Sponsorship Agreement Template

It is understood that _____ (the *Project Director*), _____ (office address) and the Southern Documentary Fund, Inc. (the *SDF*), a North Carolina nonprofit, tax-exempt corporation, will be parties to this Agreement, dated _____, for the purpose of producing a documentary entitled _____ (the *Project*), which the *SDF* has determined is consistent with its mission.

Accordingly, from this date through *Project* completion, subject to a periodic review of the required reports from the *Project Director* (see below), when the *SDF* may elect to alter, revise or terminate this Agreement, it is agreed that the *SDF* will act as fiscal agent for the *Project*. As such, the *SDF* will provide advisory and fiscal services to the *Project Director* on a scheduled basis.

- A. *SDF* may solicit gifts, contributions and grants for the *Project*. *SDF* will administer all funds received by the *SDF* on behalf of the *Project*. Funds received by the *SDF* will be disbursed to the *Project Director* according to *SDF* policy, as well as any guidelines and restrictions of the individual grant. **SDF retains control and discretion over the use of all contributions it receives.**
- B. The *Project Director* agrees that all funds received from the *SDF* will be applied toward *Project* expenses only. *SDF* retains the right to, in the event of breach of this agreement by *Project Director*, or if *Project Director*'s conduct of the *Project* jeopardizes *SDF*'s legal or tax status, to withhold, withdraw, or demand immediate return of funds provided by *SDF*, and to spend such funds to accomplish the purposes of the *Project* as nearly as possible within *SDF*'s sole judgement.
- C. *Project Director* warrants that the *Project* is noncommercial in nature. *Project Director* agrees to use best efforts to produce the *Project* set forth in the proposal. In connection therewith, *Project Director* shall use best efforts to obtain donations and grants to *SDF* for the purpose of funding the *Project*.
- D. Requisitions must be submitted on the *SDF*'s Fiscal Sponsorship Disbursement Request Form. Requisitions can be made at most once each calendar quarter. Pending availability of funds and *SDF* approval, the *SDF* will make such funds available to the *Project Director* within 15 days of receiving a specific requisition.
- E. Upon inquiry by the *Project Director*, the *SDF* will advise the *Project Director* in a timely fashion of the current balance of funds available to the *Project*. When required, the *SDF* will furnish funding sources with narrative and fiscal project reports, based on the reports the *Project Director* submits to the *SDF*. The *Project Director* will provide copies of all other reports to the *SDF* as they are submitted to funders.
- F. The *SDF* agrees to provide use of its 501(c)(3) tax-exempt status, making possible tax-deductible contributions on behalf of the *Project* to the extent provided by law. However, the *SDF* agrees that it will not impose its own artistic or editorial decisions on the *Project*.

- G. The *SDF* will deduct an administrative fee of 5% for private and foundation donations, and up to 10% for governmental and other awards that have more substantial audit requirements. Administrative fees will be deducted upon receipt of any grant or contribution, and may be spent at *SDF's* discretion. Such *SDF* expenditures may or may not pertain to the *Project*.
- H. The *Project Director* owns a 100 % interest in the right and title of the *Project* and in the copyright in the *Project* when completed. The *Project Director* agrees to provide a master videotape copy of the finished *Project* to the *SDF*, which the *SDF* may duplicate and exhibit for promotional purposes of the *SDF*.
- I. The *Project Director* agrees to maintain complete and accurate records, including receipts, of all monies received and expenses incurred, as well as a complete file of all production subcontracts, rights arrangements, property acquisitions, and other production documents. The *Project Director* will make copies of these materials available to the *SDF* upon request.
- J. The *Project Director* agrees to defend, indemnify and hold harmless *SDF*, its officers, directors, trustees, employees and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees), contractual or in tort, directly, indirectly, wholly or partially arising from or in connection with any act or omission of *Project Director*, or *Project Director's* employees or agents, in applying for or accepting contributions from others or *SDF*, or in expending the funds provided by *SDF*, or in carrying out the *Project*, including any copyright infringement, libel, or any other violations or breaches of any sort.
- K. The *Project Director* agrees to be legally responsible for the production of the *Project*.
- L. The *Project Director* agrees to comply with all applicable laws and regulations, local, state, or federal, in the production and/or distribution of the *Project*.
- M. The *Project Director* specifically warrants that the *Project* will not be used to support a political campaign, candidate for public office or legislation.
- N. In addition, the *Project Director* agrees to furnish a progress report on the program at least twice annually—on January 15th and July 15th. Progress reports must contain the following:
 - 1. Narrative description of project status.
 - 2. Detailed accounting of all project expenditures to date. Each itemized expenditure must correspond to an individual receipt or invoice. Expenditures must be categorized and subtotaled as closely as possible to the original production budget (as opposed to a chronological check register).
 - 3. Any significant variances from the original budget will be explained in accompanying budget notes. Details should include check numbers, expense report dates, etc. All invoices, receipts, and other financial records must be retained for auditing purposes and made available to the *SDF* upon request.
 - 4. Estimate of costs to completion.
 - 5. Status of each grant administered by the *SDF*.

6. Copies of all status reports submitted to funders since the preceding progress report, and copies of all contracts signed by the Project Director since the preceding progress report (including, but not limited to, crew deal agreements, release forms, and contracts for goods and services).
 7. Notification of any reports that the *SDF* may be required to submit on behalf of the project.
 8. Pending or anticipated proposals listing *SDF* as fiscal sponsor.
- O. If the progress report is not submitted to the *SDF* by each deadline, or if project expenditures are found to be significantly out of line with funding source requirements, *SDF* fiscal sponsorship may be terminated and the *Project Director* may be considered in breach of contract. Disbursement requests will be denied until progress report submissions are current.
- P. A final report containing final accounting and all of the above that remain relevant must be submitted to the *SDF* no later than 30 days after the completion of the *Project*.
- Q. The *Project Director* will be considered to be in breach of contract if reports are not submitted as required.
- R. The *Project Director* agrees that all reports required by specific funding agencies will be filed through the *SDF*.
- S. It is agreed that neither the *Project Director*, nor anyone the *Project Director* might contract with to work on this *Project*, will be considered an employee of the *SDF*, nor will he or she make claims against the *SDF* for unemployment compensation, workmen's compensation or disability benefits. Nothing in this Agreement shall constitute the naming of *Project Director* as an agent or legal representative of *SDF* for any purpose whatsoever, and the Agreement shall not be deemed to create a relationship of agency, partnership, or joint venture between the parties hereto.
- T. It is also agreed that the *Project* and all publicity and advertisements related to the *Project* will contain proper credit to the *SDF*. Proper credit will be considered contained only with the inclusion of the clause "*Project* is a presentation of the Southern Documentary Fund," or "*Project* has been made possible (in part) by the sponsorship of the Southern Documentary Fund, with funding provided by (funders)," or an alternative clause to be discussed and agreed upon with the *SDF*.
- U. It is agreed that the *SDF* may use the title and description of the *Project*, the names and biographies of the *Project Director* and his collaborators, and listings of grants the *SDF* has received on the *Project's* behalf for information, publication and promotion purposes.
- V. The *Project Director* also agrees to provide the *SDF*, after the completion of the *Project*, with copies of reviews and other press materials, distribution brochures, notices of exhibition and awards, and other pertinent information.

Accepted:

For the Southern Documentary Fund, Inc.

Updated November 11, 2008

(Chair, SDF Board of Director)

For the Project Director:

(Project Director)

**Appendix C:
Contribution Notification Form**

DATE: _____

PAGE: ____ of ____

PROJECT TITLE: _____

DATE OF CHECK (if known)	CONTRIBUTOR NAME & ADDRESS	AMOUNT
1) _____	_____ _____	_____
2) _____	_____ _____	_____
3) _____	_____ _____	_____
4) _____	_____ _____	_____
5) _____	_____ _____	_____
6) _____	_____ _____	_____

SUBMITTED BY: _____

FOR SDF OFFICE USE ONLY

Date Received _____ Date Deposited _____ Deposited By _____

Project Balance _____

APPENDIX D
Southern Documentary Fund
Fiscal Sponsorship Disbursement Request Form

DATE: _____ AMOUNT REQUESTED: _____

PROJECT TITLE: _____

PROJECT DIRECTOR: _____ SS# _____

PHONE NUMBER: _____

WILL THIS DEplete YOUR ACCOUNT? YES - NO

IS THIS A FIRST - TIME REQUEST FOR THIS PROJECT? YES - NO

Phase of Production: _____

CHECK PAYABLE TO: _____ FEDERAL TAX ID: _____

ADDRESS: _____

Is this a different or new address from the one we have? Yes/No: _____

PLEASE LIST ANTICIPATED EXPENSES FOR THIS DISBURSEMENT (attach extra sheets if necessary):

PLEASE LIST EXPENSES INCURRED (EXACT AMOUNTS) AND PAID FOR WITH PREVIOUS DISBURSEMENT (attach extra sheets if necessary):

SIGNATURE OF PROJECT DIRECTOR: _____

FOR SDF OFFICE USE ONLY

Date Request Received: _____ Date to be Disbursed: _____

Project Balance: _____

SDF Approval: _____

Check Number: _____ Date: _____