

[date]

[project director]
[project name]
[project address]
[city, state, zip]

Re: Termination of Fiscal Sponsorship Agreement for the _____ project

Dear [Project Director]:

1. Fiscal Sponsorship Agreement

You entered into a Fiscal Sponsorship Agreement with Client (“Client”), dated _____, 20__ (“Agreement”). The Agreement set out the basic framework and formalized our agreement regarding Client’s fiscal sponsorship of your project. Unless otherwise defined, any capitalized terms used in this letter agreement have the meanings set out in the Agreement.

2. Notice of Termination

The Agreement provides that Client may elect to terminate the Agreement. Client is terminating the Agreement and sponsorship of Project. This letter serves as Client’s formal notice of termination in accordance with Section [__] of the Agreement.

3. Effective Date

The termination of the Agreement will be effective as of _____, 20__ (“Termination Date”).

4. Project wind-down

You will cooperate with Client in wind-down activities and use reasonable efforts to minimize interruption and adverse impacts of the termination. Effective immediately, you and other Project staff, contractors, and volunteers will commence winding down all Project activities and operations, including, without limitation, programmatic activities, fundraising efforts, and contract negotiations. You will refrain from any action which could cause Client to incur additional liabilities or obligations for the Project or otherwise.

5. No Further Client Obligations

You understand that as of the Termination Date, Client will have no further obligation to provide services to or otherwise support Project.

6. Restricted Fund

On or after the Termination Date, Client will disburse Project funds and other assets as it determines is appropriate and consistent with charitable purpose and applicable tax and charitable trust laws, as contemplated by the Agreement.

7. Project Personnel

You understand that Client will have sole discretion to terminate Project staff from employment at a time determined by Client and according to Client’s personnel policies and procedures. Client will terminate independent contractor and volunteer relationships in its discretion.

8. Project Property

You understand that Client owns all Project assets, including tangible property, contractual relationships, and intellectual property. Intellectual property includes

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Project's name, trademarks, and branding elements. You may not take or assert ownership over any of these assets.

9. External Communications

After the Termination Date, you will cease use of any external communication materials that indicate that Project is a project of Client, including, without limitation, any website, letterhead, brochures, program materials, grant proposals, fundraising, or other materials.

* * * * *

Very truly yours,

CLIENT

By: _____

Name: _____

Title: _____