



**PRINCE HALL
SHRINERS
FOUNDATION**
A Helping Hand To Our Communities

Memorandum of Agreement

Dated: January 28, 2025

1. This is a Fiscal Sponsorship Agreement (hereinafter referred to as "Memorandum of Agreement" or "Agreement") on the part of The Prince Hall Shriners Foundation, Inc., (hereinafter referred to as "PHSF or Fiscal Sponsor") and, AEAONMS, Inc. (hereinafter referred to as "AEAONMS" or "Sponsored Organization").
2. The Fiscal Sponsor has determined that sponsorship of, AEAONMS, Inc. would be consistent with the goals and objectives of PHSF and wishes to arrange with the Sponsored Organization mutually agreed terms, implementation, and execution strategies for AEAONMS.
3. The Fiscal Sponsor hereby agrees to sponsor AEAONMS and to assume administrative, programmatic, financial, and legal responsibility for purposes of the requirements of funding organizations. The Sponsored Organization will designate the entity to implement and operate in accordance with the terms of this Agreement and with any requirements imposed by funding organizations.
4. Any project shall be operated in a manner consistent with the Fiscal Sponsor's tax-exempt status as described in this Agreement. In addition, no material changes in the purpose or activity of the project shall be made without prior written permission of the Fiscal Sponsor and AEAONMS. For clarification, the Sponsored Organization will not carry on activities or use funds in any way that jeopardizes the Fiscal Sponsor's tax-exempt status.
5. The Sponsored Organization shall not permit the AEAONMS to attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).

6. The Sponsored Organization will provide the Fiscal Sponsor with reports describing programs and services of the, AEAONMS in accordance with the following schedule: December 31st, March 31st, June 30th, September 30th.
7. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Fiscal Sponsor's assistance and final approval.
8. On behalf of the Sponsored Organization, the Fiscal Sponsor will establish and operate for the use of the project a designated account segregated on the Fiscal Sponsor's books. All amounts deposited into a project's account will be used in its support.
9. The Fiscal Sponsor will disburse funds from AEAONMS account in the PHSF General Fund in the following manner: Submission of a PHSF Voucher which can be accessed at this link [PHSF, Inc. Voucher Request Form \(google.com\)](#) by the Authorizing Official identified on Exhibit 1 to this Agreement and only as authorized by this Agreement. Disbursements will be restricted to the support and implementation of the, AEAONMS only.
10. The Sponsored Organization designates an Authorizing Official to act as Authorizing Official by authority of the AEAONMS administrator. The Authorizing Official shall be subject to the AEAONMS' approval and shall act as principal coordinator of the project's daily business with the Fiscal Sponsor and shall have authority to sign disbursement requests and at no time should a person approve their own disbursement.
11. The Fiscal Sponsor and Sponsored Organization will maintain all financial records relating to the project according to generally accepted accounting principles, retain records if required by law, and make records available to auditors as required by law.
12. The Fiscal Sponsor and the Sponsored Organization will reflect the activities of the, AEAONMS, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish the purposes of, AEAONMS. The Sponsored Organization will provide the Fiscal Sponsor with proper documentation to accomplish this, including furnishing the Fiscal Sponsor with the Sponsored Organization's Federal Employer Identification Number.
13. This Agreement will be subject to review annually and will terminate if any of the following events occur a. The Fiscal Sponsor 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,. 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, upon expiration of four weeks after either the Sponsored Organization or the Fiscal Sponsor has given written notice of its intent to terminate the agreement.

14. In the event this Agreement is terminated, the Fiscal Sponsor and Sponsored Organization will comply with any termination conditions imposed by funding organizations.

In witness whereof, the parties hereto have executed this Agreement on the month, day and year first written above.



President
Prince Hall Shriners Foundation, Inc.

Dated: 1/30/2025



AEAONMS, Inc

Dated: 1/29/2025

Exhibit 1
Amendment to Memorandum of Agreement

This Exhibit 1 shall supplement and amend the Agreement and designate the Authorized Organization to be named by the AEAONMS for purposes of fulfilling the duties listed in Paragraph 10 of the Agreement. This Exhibit does not require signature by the AEAONMS to be modified, just acknowledgement.

<u>Authorizing Organization:</u>	<u>Date:</u>