

DONOR-ADVISED FUND AGREEMENT



This agreement is made and entered into this _____ day of _____ 20_____, by and between _____ ("Donor") and the Jewish Community Federation of San Francisco, the Peninsula, Marin and Sonoma Counties ("the Federation").

A. PRIMARY FUND ADVISOR(S) INFORMATION

Name: _____

Name: _____

Preferred Name or Nickname: _____

Preferred Name or Nickname: _____

Address: _____

Address: _____

Address 2: _____

Address 2: _____

City, State, ZIP: _____

City, State, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

B. NAME OF DONOR-ADVISED FUND ("FUND")

e.g. Goldberg Family Fund or Tzedakah Fund. "Foundation" or "Trust" cannot be used as part of the Fund name.

C. INITIAL CONTRIBUTION ("THE PROPERTY")

Delivery of the Property constitutes an irrevocable gift by the Donor to the Federation.

Initial gift to establish a Fund: \$ _____

Check made payable to The Jewish Community Federation

Securities (Please complete the Stock Transfer Form)

Publicly Traded

Privately Held*

Restricted*

Wire (Please complete Wire Transfer Form)

Other - Please describe the gift (inter-fund transfer, personal property*, real estate*, testamentary*):

*Assets require additional review for gift acceptance and addition to the fund.

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D. ADDITIONAL INTERESTED PARTIES

Roles:

Fund Advisor (FA): Full advisory privileges over a Fund, including grant recommendations, investment recommendations, naming of Successor Advisors, and other Fund administration advisory privileges.

Grant Representative (GR): Full advisory privileges over grant recommendations but no other Fund administration privileges. *e.g. Philanthropic Advisor/Consultant*

Interested Party (INT): Access to view Fund information online but no advisory privileges. *e.g. Financial Advisor, Legal Counsel*

Name: _____

Name: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

Role: FA GR INT

Role: FA GR INT

E. REFERRAL INFORMATION

How did you learn about the Federation's Donor-Advised Fund program?

Current Fund Holder (name): _____

Federation Professional (name): _____

Federation Literature

Federation Website

Professional Advisor (name/email/phone): _____

Ad or Publication: _____

Other _____

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F. FEDERATION PHILANTHROPY PARTNERS

The Federation is pleased to offer comprehensive services to match your unique philanthropic needs. Professionals are available to provide services that include the following: Gift Planning, Strategic Grantmaking, Next Generation and Multi-Generational Philanthropy, as well as family meetings, vision and mission statement creation, site visits and more.

I would be interested in learning more about Federation Philanthropy Partners' services.

G. PHILANTHROPIC INTEREST AREAS

The Federation convenes donors with similar interests to create donor networks and share best practices. Please note your interest areas below:

- | | | |
|---|---|---|
| <input type="checkbox"/> Caring for the Vulnerable | <input type="checkbox"/> Religious & Spiritual Life | <input type="checkbox"/> Social Action & Civic Engagement |
| <input type="checkbox"/> Advancing a Shared Society in Israel | <input type="checkbox"/> Disaster Relief & Preparedness | <input type="checkbox"/> Animal Welfare |
| <input type="checkbox"/> Inspiring Jewish Life & Learning | <input type="checkbox"/> Education | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Arts & Culture | <input type="checkbox"/> Environment | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Israel - General | <input type="checkbox"/> Health | <input type="checkbox"/> Other: _____ |

H. COMMUNICATION FROM GRANTEES

Mail the Federation receives for the Fund will not be forwarded. However, organizations that have received grants may wish to send information to you directly. Please indicate your contact preference for the custom grant letter (select one):

- Provide my address* Do not provide my address

I. PUBLIC ACKNOWLEDGEMENT

On occasion, we will note in our public relations materials those people who have established a Donor-Advised Fund with the Federation.

- YES, the Federation may include my name in printed materials.*
 NO, please do not include my name in these materials.

At some Federation events, name tags may include special status as a Donor-Advised Fund holder.

- Check here to opt-out of this special ribbon on name tags.

* Default if no box is checked

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J. INVESTMENT GUIDELINES

The Federation currently offers a variety of investment options that are values-aligned and feature different time horizons/investment profiles.

All DAFs will have their first \$10,000 allocated to the Short-Term investment pool (money market) to preserve funds for immediate grantmaking*.

Beyond the first \$10,000, you may select either or both of the following:

- \$1,000 minimum investment in one Federation Investment Pool
- \$1,000 minimum investment in our Jewish Values Fund (JLens)

My initial contribution does not exceed \$10,000 plus the \$1,000 minimum for additional investment selections and/or I have chosen not to make an investment recommendation at this time, but I understand that I may make an investment recommendation at any point in the future via the Investment Selection Form.†

†Default if no box is checked

My initial contribution is at least \$10,000 plus the \$1,000 minimum for additional investment selections; I recommend that the assets of my Donor-Advised Fund, that exceed \$10,000, be invested as follows.

INVESTMENT OPTIONS

INVESTMENT POOLS (Please select only one, minimum \$1,000):

ESG INVESTMENT POOLS

Values-Aligned Investing: actively-managed investments which score higher on “ESG” factors (environmental, social, governance)

Moderate-Term Amount: \$ _____
2-5 years; income, with modest expectation of growth;
diversified portfolio emphasizing bonds

Long-Term Amount: \$ _____
5+ years; Long-term growth, with likelihood of short-term
fluctuations; diversified portfolio emphasizing global stocks

PASSIVE POOLS

Index Funds: no ESG factors used

Moderate-Term, Passive Amount: \$ _____
2-5 years; income, with modest expectation of growth;
diversified portfolio emphasizing bonds

Long-Term, Passive Amount: \$ _____
5+ years; Long-term growth, with likelihood of short-term
fluctuations; diversified portfolio emphasizing global stocks

JEWISH VALUES STRATEGY - JLENS (minimum \$1,000)

Screens out companies not aligned with Jewish values and also includes shareholder advocacy.

JLens Amount: \$ _____
5+ years; Long-term growth, with likelihood of short-term
fluctuations; portfolio of 300 large cap domestic stocks.

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J. INVESTMENT GUIDELINES *(cont.)*

Additional Options

- I am interested in learning more about current impact loan offerings in which I may participate. These opportunities are separate from other investment allocations and are available to all fundholders regardless of fund balance.

- My fund has more than \$500,000 and I am interested in working with an outside investment advisor to manage investments in my donor-advised fund. All investment recommendations are subject to approval of the Investment Committee in its discretion.

Please refer to the Investment Options Fact Sheet for additional information on investment profiles. If you need further information, please contact the Donor-Advised Fund Team.

The Investment Committee of the Federation provides fiduciary oversight and reviews the performance and management of the investment portfolio.

*It is generally advisable to maintain at least two years of grantmaking capacity within the Short-Term pool

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K. SUCCESSION PLANNING OPTIONS

After the death, resignation, or inability to act of the last of the Fund Advisors named on this form, any remaining Fund assets shall be disposed of as provided below:

The Federation's Annual Campaign

I would like to make the following one-time gift to the Federation's Annual Campaign: \$_____ or _____%

PACE/LOJE Funds*

I would like to designate \$ _____ to establish a PACE/LOJE** in my name, which will serve to endow my lifetime giving to the Federation's Annual Campaign.

* Perpetual Annual Campaign Endowment/Lion of Judah Endowment

** \$100,000 minimum to establish a PACE/LOJE

Donor-Advised Fund Successor Advisor Election (Optional)

Fund Advisors may create a succession plan for the Fund by appointing Successor Advisors. Successor Advisors assume the privilege to advise a Fund only after all of the initial Fund Advisors are unwilling or unable to exercise their privilege to do so. Please refer to the Policies and Procedures for additional information and eligibility requirements.

I do not wish to name a Successor Advisor(s).

I wish to name the following as Successor Advisors for my Fund:

Name: _____

Name: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, ZIP: _____

Home Phone: _____

Home Phone: _____

Business Phone: _____

Business Phone: _____

Cell Phone: _____

Cell Phone: _____

Email: _____

Email: _____

Birthdate: _____

Birthdate: _____

Relationship to Fund Advisor: _____

Relationship to Fund Advisor: _____

If no Successor Advisor is named, after the above requested distributions, the balance shall become a part of the Unrestricted Endowment Fund of the Federation.

L. ESTATE GIFTS & LEGACY PLANNING

I have remembered the Federation in my estate plans.

I would like more information on how to include the Federation in my estate plans.

I would like the Senior Director of Planned Giving and Endowments to contact me to discuss Legacy Gift Planning, including Restricted Funds and Endowment Funds.

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M. TERMS, CONDITIONS, AND SIGNATURES

1. The Fund shall be a charitable Donor-Advised Fund, as defined in Section 4966 of the Internal Revenue Code of 1986, as amended ("Code") and the Fund shall be administered under and subject to the Federation's policies, including the Federation's Donor-Advised Fund Policies and Procedures as may be amended from time to time (the "Fund Policies").
2. The date on which the initial contribution is received by the Federation constitutes the "establish date" of the Fund.
3. The Fund shall consist of the property listed in the Initial Contribution section of this document (the "Property"), and such other property as may, from time to time, be transferred to the Federation by the Donor or other persons and accepted by the Federation for inclusion in the Fund, and all income from the foregoing property. Delivery of the Property constitutes an irrevocable gift by the Donor to the Federation.
4. The Fund shall be the property of the Federation; it shall not be deemed a trust fund held by it in a trustee capacity. The Federation in its normal corporate capacity shall have the ultimate ownership, authority and control over all property in the Fund, and the income derived therefrom, for the charitable, educational and religious purposes of the Federation.
5. The assets of the Fund shall be used for charitable, educational or religious purposes within the exempt purposes of the Federation, either directly or by contributions to other organizations for such purposes.
6. Distributions from the Fund of the income or principal or both, within the limitations provided for in this agreement, shall be made at such times, in such amounts, in such ways, and for such charitable, educational or religious purposes as the Federation shall determine. The Fund Advisor(s) may from time to time submit to the Federation recommendations with respect to distributions, which recommendations shall be solely advisory and the Federation is not bound by such recommendations.
7. It is intended that the Fund shall be a component part of the Federation's, and not a separate trust, and that nothing in this Agreement shall affect the status of the Federation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. The Federation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention. Reference herein to provisions of the Internal Revenue Code of 1986 shall be deemed references to the corresponding provisions of any future Internal Revenue Code.
8. Upon the termination, by death or otherwise, of the privilege of a Fund Advisor to make recommendations, the Fund shall cease to be a Donor-Advised Fund but shall become a part of the Unrestricted Endowment Fund of the Federation.
9. Fees will be assessed to the Fund as follows: 1.0% on the first \$3 million; 0.75% on the next \$7 million; 0.5% on the next \$15 million; 0.25% over \$25 million. Fees are charged on a quarterly basis, and are based on the average daily value of all cash and non-cash assets held in the fund. Fees are subject to change. Any such changes will be communicated to you in writing. \$100 minimum fee per year.
10. In compliance with the Internal Revenue Code, grants are not permitted to individuals for non-charitable purposes; for political contributions or to support political campaign activities; or for any purpose that would provide benefits, goods or services to a donor to the Fund, the Fund's advisor(s) or other related parties. A Fund Advisor is subject to IRS penalties if the Fund's donor(s), advisor(s) or other related parties receive benefits, goods or services in connection with a grant recommendation. This includes grants to satisfy pledges made by any person including a fund advisor and non-deductible (or partially tax-deductible) memberships, event tickets, sponsorships, registration fees in tournaments, and cause-related marketing activities. Grants are not allowed to private non-operating foundations.
11. Inactive Funds – If a Fund shows no activity (grants or contributions) for three years or more, the Federation will attempt to contact the Primary Advisor(s), other Fund Advisor(s), and/or any Interested Parties. If the Fund remains inactive for another year after this notification, and the Fund is inactive for a total of four years, the Fund may be closed and the Fund assets may be distributed according to this agreement.
12. Zero and Negative Balance Funds – If a Fund has a zero or negative balance, the Federation will contact the Primary Advisor(s). If the zero or negative balance persists more than three months after this contact, the Fund will be closed unless other arrangements are made.
13. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same agreement.

By signing below, I acknowledge that I have read the Federation's Fund Agreement Terms and Conditions, and I agree to the fees, terms and conditions described therein. I hereby certify, to the best of my knowledge, all information presented here in connection with this form is accurate, and I will notify the Federation promptly of any changes.

Further, I acknowledge that I have read the Federation's Fund Policies and Procedures, and I agree to the fees, terms and conditions described therein.

Fund Advisor Name: _____ Fund Advisor Name: _____

Fund Advisor Signature: _____ Fund Advisor Signature: _____

Accepted by, on behalf of Jewish Community Federation and Endowment Fund:

Name: _____ Title: _____

Signature: _____ Date: _____

PLEASE RETURN TO: JEWISH COMMUNITY FEDERATION AND ENDOWMENT FUND
ATTENTION: DONOR-ADVISED FUNDS, 121 STEUART ST., SAN FRANCISCO, CA 94105