

PHILADELPHIA FOUNDATION

DONOR ADVISED FUND AGREEMENT (Endowed)

THIS FUND AGREEMENT (“Agreement”) is made this _____ day of _____ 20____, between the PHILADELPHIA FOUNDATION, a community foundation (“PF”), and _____ (“Donors”) to establish a Donor-Advised Fund at PF.

1. Creation of the Fund.

Initial Contribution. The Donors hereby contribute \$ _____ to PF to create _____ (the “Fund”). The Donors or any other person may make a subsequent contribution to PF for the Fund upon approval of PF. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement. The Fund shall be held by The Philadelphia Foundation, Inc.

2. Purpose of the Fund.

(a) The purpose of the Fund is to provide funds for _____.

(b) In the event that it becomes unnecessary, undesirable, impractical or impossible to utilize Fund for such purposes or to comply with any other conditions of this Agreement, PF shall have the right to utilize the Fund for such other charitable purposes, or modify such conditions, as it deems appropriate in accordance with its governing instruments.

3. Distributions from the Fund.

(a) PF shall make distributions from the Fund in accordance with a Spending Policy adopted by PF’s Board of Managers for component funds of PF. The Spending Policy is designed to allow the funds to be invested on a “total return” basis to maintain and, if possible, increase the real value (as adjusted for inflation) of the funds, while at the same time providing a relatively steady and predictable level of funding for grantees. The Spending Rate in effect on the date hereof provides for PF to spend annually 5% of the average fair market value of the Fund calculated over 20 trailing quarters.

(b) PF has a non-discrimination policy that is applicable to all grantees. PF will not issue grants to any organization which discriminates on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or any other legally protected characteristics.

4. Donor-Advised Fund.

(a) The Donors or successor advisors as indicated on Addendum (A) may advise PF in writing from time to time on the distributions from the Fund. In addition, the Donors may designate in writing one or more persons to advise PF in the event of the withdrawal, incapacity or death of the Donors.

(b) If more than one person shall have the current right to advise PF at any time, and the Donors shall not have designated a Spokesperson as Advisor, those who have a current right to advise shall unanimously notify PF in writing of the Spokesperson who shall communicate with PF on their behalf. PF may rely upon such notification until changed by written notice executed by all such persons, and shall not be obligated to consider advice without the designation of a Spokesperson.

(c) In the event that no one advises PF on the distributions from the Fund for three consecutive years, and no person with a current right to advise expresses a desire to continue in an advisory role within 90 days after a written inquiry from PF to the last known address of such person(s), PF may deem that no one has an interest in advising with respect to the Fund, and may terminate such advisory rights.

5. Administration.

(a) PF shall administer the Fund in accordance with the terms of this Agreement, under and subject to PF's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of PF.

(b) The Fund, and distributions from the Fund, shall be subject to the ultimate control and absolute discretion of PF.

(c) The Fund is intended to be a "component part" of PF.

(d) No distribution shall be made from the Fund to satisfy a pledge or other legal commitment of the Donors, advisors, or parties related to either of them.

(e) No distribution shall be made from the Fund to individuals, either in the form of checks written directly to an individual or to an entity for the benefit of a specified individual.

(f) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund.

(g) Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of PF. PF reserves the right to increase fees provided that the changes are consistent with charges to similar funds. Currently, the annual fee is 1% (\$250 minimum) of the average fair market value of the Fund calculated over 20 trailing quarters. In addition, a 1% gift processing fee will be assessed on all gifts made to the Fund.

6. Gift Irrevocable; Limited Power of Amendment.

Gifts to this Fund are irrevocable. The parties may amend this Agreement by mutual written consent, provided that no such amendment shall change the charitable character of the Fund. In addition, for the purpose of ensuring that the Fund qualifies as a component part of PF for federal tax purposes, PF acting alone shall have the power to modify the terms of this Agreement.

7. Controlling Law.

This Agreement shall be governed by the law of the Commonwealth of Pennsylvania without regard to conflicts of law principles.

IN WITNESS WHEREOF, PF and Donors have executed this Agreement.

PHILADELPHIA FOUNDATION

By: _____

Pedro A. Ramos

President and CEO

Authorized Officer

Date_____

DONORS

Donor

Date_____

Donor

Date_____

Addendum A: Advisors

When choosing a successor advisor for a donor advised fund, please consider the following:

The Donors may advise the PF in writing from time to time on the distribution of the Fund. In addition, the Donors may designate in writing one or more persons to advise PF in the event of the withdrawal, incapacity or death of the Donors.

A donor advised fund allows for successor advisors so long as they are alive when the fund is established and are 18 years of age when they become a successor advisor. Should a minor child be named, he/she may not participate individually on behalf of the fund, but may do so in conjunction with a named advisor of legal age who will have authority to submit grant recommendations on their behalf.

The Philadelphia Foundation limits the number of successor advisors on a donor advised fund to two after which time the Fund becomes either a designated, field of interest or unrestricted fund of the Philadelphia Foundation, as determined by the founding Donors.

If multiple successor advisors are named, one must be designated as the primary advisor. The primary advisor should confer with the any other advisors to the Fund before grant recommendations are submitted.

In the event that no one advises PF on the distributions from the Fund for three consecutive years, and no person with a current right to advise expresses a desire to continue in an advisory role within 90 days after a written inquiry from PF to the last known address of such person(s), PF may deem that no one has an interest in advising with respect to the Fund, and may terminate such advisory rights.

The Donors designate _____ as Advisor(s) to PF.
_____ shall be Spokesperson.

In the event of the withdrawal, incapacity or death of the Advisor(s),
_____ shall serve as successors to advise PF on the distribution of the Fund. If more than one person has been designated, _____ shall be the Spokesperson.

The Donors retain the right to revoke this designation and to designate different persons to advise PF in writing at any time in the future.

Information for All Persons Named Above:

Name _____

Address _____

Home Phone _____ Other Phone _____

Employer _____ Title _____

E-mail _____ Date of Birth _____

Name _____
Address _____
Home Phone _____ Other Phone _____
Employer _____ Title _____
E-mail _____ Date of Birth _____

Name _____
Address _____
Home Phone _____ Other Phone _____
Employer _____ Title _____
E-mail _____ Date of Birth _____

Name _____
Address _____
Home Phone _____ Other Phone _____
Employer _____ Title _____
E-mail _____ Date of Birth _____

Donor _____ Date _____
Donor _____ Date _____