



Donor Advised Fund Agreement - Business

This fund agreement ("Agreement") is made this _____, between Triskeles Foundation, a foundation ("Foundation"), and _____ ("Donor") to establish a Donor Advised Fund of the Foundation.

1. CREATION OF THE FUND

Initial Contribution ~ The Donor hereby contributes \$_____ to the Foundation to create the _____ Fund ("Fund"). The Donor or any other person or organization may make a subsequent contribution to the Foundation for the Fund. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement. The Fund shall be held and owned by the Foundation.

2. PURPOSE OF THE FUND

a) The general purpose of the Fund is to provide grant support for:

- i. _____ An unrestricted fund for general/all charitable purposes
- ii. _____ Focused on the purpose(s) checked indicated below:
 - _____ anti-poverty activities
 - _____ arts, culture and humanities
 - _____ children, youth and families
 - _____ education
 - _____ environment/agriculture/ecology
 - _____ health
 - _____ human services
 - _____ legal justice/economic justice
 - _____ public and community development
 - _____ social action/social justice
 - _____ other - please add: _____

b) In the event that it becomes unnecessary, undesirable (due to low balance or inactivity), impractical or impossible to utilize Funds for such purpose, the Foundation shall have the right to utilize the Fund for unrestricted purposes or such other charitable purposes as it deems appropriate in accordance with its governing instruments.

3. GRANTS FROM THE FUND

The Foundation shall make grants from the Fund in accordance with its process of distribution received. It is the general policy of the Foundation to distribute principal (when needed) and income in consideration of the recommendations made by the Donor Advisor for the charitable purpose(s) of the Fund. Recommendations are reviewed by the Gift Review Committee (a Board committee). All decisions, approvals and grants however, are and shall, in all events, be subject to the Foundation's ultimate control and absolute discretion.

4. DONOR ADVISED FUND REQUIREMENTS

- a) From time to time, Donor Advisor, may advise and recommend to the Foundation (in writing/via email/via web site) on grants to be made from the Fund. In addition, the Donor may designate in writing one (or more) persons as Donor Advisors to notify the Foundation in the event of the withdrawal, incapacity or death of the Donor Advisor. The Foundation 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 an advisor/spokesperson. If there is no direction or activity given by successor Donor Advisors for three years and/or if initial or successor Donor Advisor(s) are incapacitated or deceased, the remaining corpus of the Fund and its disposition shall be directed solely by the Board of the Triskeles Foundation.
- b) In the event that no one advises the Foundation on the distribution of the Fund for three consecutive years, the Foundation may deem that no one has an interest in advising with respect to the Fund, and may terminate such rights after written notice to the last known address of the Donor or Donor Advisor.

5. ADMINISTRATION

- a) The Fund shall be held and administered, and distributions from the Fund shall be made, in accordance with such procedures for the administration and operation of similar funds of the Foundation as may be in effect from time to time, and shall, in all events, be subject to the Foundation's ultimate control and absolute discretion.
- b) No grant shall be made from the Fund to satisfy a pledge or other commitment of the Donor or any other person with the right to advise the Foundation. No Donor, Donor Advisor or relative(s) of a Donor or Donor Advisor may benefit (directly or indirectly) from distributions from the Fund. No grants shall be made to nor benefit (directly or indirectly) any individual. All grants made to organizations require that the organizations receiving the grants are tax exempt under Section 501(c) (3) of the Internal Revenue Code, or if they are foreign, are the equivalent of such charitable organizations.
- c) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund (unless otherwise so indicated).
- d) Donors, Donor Advisors, and related parties are prohibited from receiving grants, loans, compensation or similar payments from Donor Advised Funds.
- e) The Fund is intended to be a component part of the Foundation.
- f) Charges/fees shall be assessed against the Fund as per the fee schedule and consistent with the charges assessed from time to time against similar funds of the Foundation. Foundation policies and fees are subject to change.

6. AGREEMENT IRREVOCABLE; LIMITED POWER OF AMENDMENT

This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, however, the Foundation, acting alone, shall have the power to modify the terms of this Agreement to the extent necessary to ensure such qualifications.

By signing below, I confirm that I have read, understand and agree with all the elements of this agreement.

7. CONTROLLING LAW

This agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Foundation and the Donor have executed this Agreement.

Fund Name: _____

DONOR: _____

Signature: _____

Name: _____

Position: _____

Date: _____

E-mail: _____

Organization:

Address: _____

Address: _____

Primary

Phone: _____

Phone: _____

Secondary

Phone: _____

Employer: _____

THE TRISKELES FOUNDATION

By: _____

Date: _____

ASSIGNMENT OF DONOR ADVISOR FOR THE**FUND**

_____ shall be the primary Donor Advisor for this Fund.

I/We designate _____ as secondary Donor Advisor to advise the Foundation upon the death or incapacity of the primary spokesperson/advisor. A written request by all named advisors for a change of spokesperson, other than the person named here, will take precedence over this secondary designation. I/We retain the right to revoke this designation and to designate a different Donor Advisor(s) to advise the Foundation in writing at any time in the future.

DONOR ADVISOR(S) INFORMATION

<u>Primary Donor Advisor (Named Above)</u>		<u>Secondary Advisor (Named Above)</u>	
Name:	_____	Name:	_____
Address:	_____ _____ _____	Address:	_____ _____ _____
Primary Phone:	_____ _____	Primary Phone:	_____ _____
Secondary Phone:	_____	Secondary Phone:	_____
Employer:	_____	Employer:	_____
Position:	_____	Position:	_____
E-mail:	_____	E-mail:	_____

Please return to:

Triskeles Foundation, 707 Eagleview Boulevard Suite 105, Exton, PA 19341-1159
Email: office@triskeles.org **Fax:** 610-321-0995 **Telephone:** 610-321-9876

Initial Funding: _____