



## **SUMMARY OF PROCEDURES AND RULES FOR DESIGNATED FUND ACCOUNTS**

### **Creating and Making Contributions to a Designated Fund Account**

A Designated Fund Account may be created by making an irrevocable and unconditional contribution of assets (cash, securities or other assets), which is accepted by FJC, under the terms of a letter agreement. The minimum initial contribution to establish a fund is \$5,000 in the aggregate, in cash or readily marketable property presently valued at not less than that amount.

At the time of the fund's creation, the Authorized Signatory identifies a Designated Organization which qualifies as charitable tax-exempt organizations under the Internal Revenue Code, is consistent with FJC's charitable purposes, and to which grants will be made upon the written request of the Authorized Signatory or the Designated Organization. FJC must approve the establishment of the Designated Fund Account. The Authorized Signatory holds primary responsibility for answering questions related to the Fund or in working with FJC on matters related to the Fund.

Additional contributions may be made at any time, and in any amount, to a Designated Fund Account. Any bank fees and associated costs incurred or charged by FJC as a result of insufficient funds for a contribution or other reason shall be assessed against this account.

FJC does not certify the value of contributed assets and has the right to reject contributions of any asset.

### **Authorized Signatories**

When establishing a Designated Fund Account, or at any time thereafter, the original Authorized Signatory shall have the privilege of appointing one additional Authorized Signatory who may request distributions to the Designated Organization from the Fund.

Authorized Signatories who are natural persons may designate a maximum of one additional Authorized Signatory to serve at any one time. Designated Fund Accounts may designate up to two Authorized Signatories by name or office.

Unless the Authorized Signatory notifies FJC otherwise in writing, each Authorized Signatory of a Designated Fund Account shall have the full, equal and independent privilege to designate Additional and Successor Authorized Signatories. Authorized Signatories designated to serve during the lifetime of the original Authorized Signatory are "Additional Authorized Signatories." Persons designated to serve as Authorized Signatories after the death or disability of the original Authorized Signatory and the death, disability, termination or resignation of all the Additional Authorized Signatories are "Successor Authorized Signatories."

Unless the Authorized Signatories notify FJC in writing otherwise (e.g., that requests must be made jointly or by some specified combination or number of Authorized Signatories), each Authorized Signatory shall have the full, equal and independent privilege to request distributions for the Designated Fund Account.

When a number of individuals have the privilege of making requests for a fund, FJC may require that the Authorized Signatories designate one person to act for all of them in submitting requests to FJC.

If FJC receives a separation agreement or divorce settlement agreement for a couple, both of whom are Authorized Signatories of a Designated Fund Account, FJC will honor the terms of that agreement with respect to said account. In the absence of a written legal agreement confirming the authority to do so, FJC will not remove one Signatory, including a spouse, at the direction of another Signatory.

Subject to the limitation on the number of Authorized Signatories who may serve simultaneously, an initial Authorized Signatory may provide that Additional Authorized Signatories may designate other Additional or Successor Authorized Signatories. Unless the Authorized Signatories have notified FJC otherwise in writing, after the death or disability of the Authorized Signatories, each surviving Additional or Successor Authorized Signatory shall have the right to designate his or her replacement as Authorized Signatory. Any person who has the right to designate Authorized Signatories may also limit or terminate the designation of any Authorized Signatory that person has designated. Unless the Authorized Signatory notifies FJC otherwise in writing, any person who may make designations may do so during his or her lifetime or by will.

### **Investment of Assets**

FJC has the sole right to invest and manage the investment of all Designated Fund Accounts, to designate investment options available to Designated Fund Accounts, change, add to or delete such options, and make such rules regarding investment options and investment recommendations as it may deem necessary or appropriate.

Investment income and losses are allocated to each account at the close of each period, as established by FJC. This calculation is based on a weighted daily average of the opening balance and transactions in the account over the period. A report of all transactions in each Designated Fund Account, including income, gains or losses (net of expenses), contributions, grants and fees, is provided to the Authorized Signatory quarterly.

A modest fee is assessed monthly to provide for the costs of program administration. The current annual fee is 1% (1/12 of 1% monthly) based on the average daily value of the assets held in the Designated Fund Account.

### **Grants from Designated Fund Account to Designated Organization**

FJC has the duty imposed by law to make only those grants that satisfy the guidelines it has adopted to comply with the requirements of the Internal Revenue Code and the applicable regulations published by the Treasury Department. FJC shall monitor the activities supported by grants to the Designated Organization to determine if such activities are in compliance with the Code and regulations.

FJC shall accept requests for distributions from the Authorized Signatories or the Designated Organization that are consistent with FJC's charitable purposes. This Summary includes a List of Charitable Needs, which FJC uses as a guideline in making decisions for approval or disapproval of all grant recommendations from Authorized Signatories and Designated Organizations.

Each grant shall identify the Authorized Signatory to the Designated Organization unless the Authorized Signatories request that they not be identified. FJC will use its best efforts to process all distribution requests within ten (10) business days from receipt. All requests for distributions to the Designated Organization will be honored unless FJC has become aware of a material change in the status or charitable purposes of the Designated Organization.

## **Limitations on Grants**

The minimum grant is \$180. No grant may be made to pay for or to discharge charitable pledges, a legal obligation of any person or to pay for products or services; e.g., pledges, tuition, non-tax deductible portions of events or memberships, tickets, meals, merchandise or dues.

## **Continuity of Funds**

FJC will distribute funds contributed, and income earned by these funds, to the Designated Organization as long as such organization remains an entity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code as it now exists or as it may be amended. Should the Designated Organization cease to exist or to be a qualified charitable organization, or if the Fund's purpose become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community, FJC may exercise its variance power to ensure that the funds will be redirected to an organization which meets the original charitable intent.

Authorized Signatories may also make recommendations for the distribution of any remaining funds upon their death or disability or upon the occurrence of a specified event. If such a recommendation has not been made, when there are no surviving competent Authorized Signatories, funds remaining in a Designated Fund Account will be placed in the General Endowment Funds of FJC

## **Ownership of Assets in Designated Fund Accounts**

FJC owns the assets in each Designated Fund Account outright and has complete control over them for the charitable purposes of FJC. The Authorized Signatories do not have any power to restrict the absolute rights of FJC as owner of the assets.

## **List of Charitable Needs**

The following are categories of organizations consistent with the purposes of FJC as determined by the Board of Directors. These categories reflect the broad scope of purposes of FJC as a responsible element within the community in advancing human needs through a wide range of activities.

- A.** Charitable organizations in the fields of education, inter-group relations, culture, health service, social service, religion, science, and the environment in the United States.
- B.** Organizations serving charitable purposes throughout the world.

## **Use of FJC DonorWeb**

FJC grants you and any authorized signatories on the account, for your personal or philanthropic purposes only, a nonexclusive, limited and revocable right to access and use the FJC DonorWeb. You agree not to use the DonorWeb for any other purpose.

You are responsible for obtaining, installing, and maintaining and operating all software, hardware or other equipment (collectively the "system") necessary for you to access and use the DonorWeb. This responsibility includes, without limitation, your utilizing up to date web browsers and commercially available encryption, antivirus, anti-spyware, and internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communication service provider charges. You acknowledge that there are certain

security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks. You agree that you are responsible for the data security of the Systems used to access the DonorWeb and for the transmission and receipt of information using such Systems. You acknowledge that you are using the DonorWeb for your convenience, have made your own independent assessment of the adequacy of the Internet and the Systems and that you are satisfied with that assessment. FJC is not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing other support for your Systems. Although we may provide a link to a third party site where you may download software or access other information, we make no endorsement of any specific software, hardware or Internet Service Provider, nor are we responsible for any data, content or information contained thereon, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to these terms and conditions.

To prevent unauthorized access to your accounts and to prevent unauthorized use of the DonorWeb, you agree to protect and keep confidential your account number, user ID and password used to access your accounts on the DonorWeb. If you disclose your account numbers, user ID and/or passwords to any person(s) or entity, you assume all risks associated with such disclosure. If you permit any other person(s) or entity to use the DonorWeb or to use your account number, user ID and/or password to access your account, you are responsible for any transactions and activities performed from your account. If you believe someone may attempt to use or has used the DonorWeb without your permission, or that any other unauthorized use or security breach has occurred, you should notify FJC immediately.

FJC may, from time to time, introduce new features to the DonorWeb or modify or delete existing features in its sole discretion.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONFIDENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE DONORWEB, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH DATA TRANSMISSION FACILITIES, OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE DONORWEB IS AT YOUR SOLE RISK AND THAT THE DONORWEB AND ALL INFORMATION AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DONORWEB, ARE PROVIDED ON AN "AS IS" "WHERE IS" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE DONORWEB WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DONORWEB AND ALL INFORMATION AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DONOR WEB.