



Account Number: \_\_\_\_\_

## FJC DESIGNATED FUND ACCOUNT LETTER AGREEMENT

Dear FJC:

This is a letter agreement between the undersigned and FJC to establish a Designated Fund Account under and subject to the FJC Procedures for the Operation of Designated Fund Accounts, as these procedures may be amended from time to time.

The name of my (our) fund will be the \_\_\_\_\_ Fund ("the Fund"). The Fund is being established to support \_\_\_\_\_ (the "Designated Organization").

I (we) acknowledge that FJC shall have all of the powers needed to carry out its purposes including, without limitation, the following:

- (1) to keep, sell, invest and reinvest the assets contributed;
- (2) to commingle for investment purposes the assets contributed, and
- (3) to distribute the contributed assets to the Designated Organization within the scope of its guidelines.

I (we) shall have the privilege of making written recommendations with respect to investments of, and distributions from, the Fund. However, I (we) acknowledge that, in accordance with Internal Revenue Service rules and regulations, FJC shall be the absolute owner of the assets of the Fund, and shall have ultimate authority over investments of the Fund, the selection of charities to receive distributions from the Fund, and the timing and amounts of the distributions to the Designated Organization.

I (we) also acknowledge that 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.

Distributions shall be made from the Fund upon the written request or online by an Authorized Signatory. FJC must be provided with that individual's signature and contact information. FJC will monitor the use of distributed funds to determine whether the funds are being used for appropriate charitable purposes.

Additional Authorized Signatories (up to a total of two Authorized Signatories) may be designated using the FJC Program Options form. The completed form must be signed by an existing Authorized Signatory for the updates to take effect.

No portion of any funds paid pursuant to this Agreement shall be spent to carry on propaganda or otherwise attempt to influence legislation, nor used for any activity that has not been authorized herein.

FJC will take reasonable steps to ensure the Designated Organization operates in compliance with the laws of its home country, and that grant funds are not ultimately distributed to terrorist organizations and will not support, directly or indirectly, any terrorist activities or violence of any kind. FJC may request that the Designated Organization certify that its staff, board, and other volunteers have no dealings whatsoever with terrorists or terrorist organizations and do not support, directly or indirectly, any terrorist activities or violence of any kind.

FJC may also request that the Designated Organization certify that none of its officers, directors, or other authorized persons of the Designated Organization is designated as a prohibited person under any U.S. government-issued list or is a national of a U.S. sanctioned country.



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FJC will accept contributions designated for the Fund, provided that checks for such contributions are made payable to "FJC," with the Fund's name in the memo line. Any other checks may be returned to the contributors. Prior to distribution, contributions received and designated for the Fund will be held and invested. All income earned will be treated in the same manner as contributions designated for the Fund. In accordance with IRS regulations, FJC will not be required to issue receipt letters to donors for gifts below \$250; however, FJC will provide a full list of account contributors, including supplied mailing addresses, to the Authorized Signatory and/or the Designated Organization as requested, unless a contributor requests anonymity. 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.

All funds received by FJC will be subject an annual fee of 1% of the average daily balance of funds in the account which shall be charged to the account quarterly at the rate of 1/4 of 1% of the average daily balance of the funds designated for the Fund, and shall be withdrawn quarterly by FJC from the account. Upon termination of the Agreement for any reason and until all funds held pursuant to this Agreement shall have been distributed, subsequent fees shall be charged to the account at the annual rate of 1% of the average daily balance of such funds and withdrawn monthly.

The Authorized Signatory shall provide, or shall arrange for the Designated Organization to provide FJC with proposed publicity or solicitation materials or public notices of the Designated Organization mentioning FJC. FJC will provide appropriate language and its logo concerning marketing and promotional material. Such language may serve as a template for describing FJC in marketing materials.

The Authorized Signatory agrees that FJC may use the Fund's name and/or a brief description of the Fund in FJC's publicly-available descriptive and marketing materials including, without limitation, FJC's website, its brochure, advertisements and any other materials describing the Designated Fund Account and/or FJC in general.

The Authorized Signatory may not assign all or any portion of its rights under this Agreement without the prior written consent of FJC. FJC may assign its rights under this Agreement without the prior written consent of the Authorized Signatory or the Designated Organization, provided that FJC shall promptly provide the Authorized Signatory and the Designated Organization with written notice of any such assignment.

The term of this Agreement shall be for one (1) year, commencing \_\_\_\_\_, but may be renewed at the discretion of FJC. My (our) agreement with FJC to establish and maintain the Fund will consist of this Letter Agreement and the Designated Fund Account Summary of Procedures and Rules that is attached to this letter. This Agreement shall be effective upon the execution of this Agreement by FJC. Upon termination of the Agreement, no further contributions designated for the Fund will be accepted by FJC; however, any funds previously designated for the Fund shall be held for distribution, subject to the terms of this Agreement, and all other applicable provisions of this Agreement shall survive until such time as the remaining account balance in the fund has been distributed in accordance with the Agreement and all obligations of this Fund have been fulfilled.



Account Number: \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\*To accept grant and investment recommendations from a Signatory, FJC must have that Signatory's signature and contact information on file.

Accepted by:

FJC - A Foundation of Philanthropic Funds

\_\_\_\_\_  
Signature Title Date



Account Number: \_\_\_\_\_

### DESIGNATED FUND ACCOUNT APPLICATION

#### DESIGNATED ORGANIZATION INFORMATION

Organization and Fund Name \_\_\_\_\_

Telephone \_\_\_\_\_

Address \_\_\_\_\_

Fax \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

EIN \_\_\_\_\_

Contact (Name/Title) \_\_\_\_\_

Authorized Signatory

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Daytime Telephone \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Fax \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Receive Fund Statements:  Yes  No

Account Portal Access:  Full Access  ReadOnly  No Access

Authorized Signatory

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Daytime Telephone \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Fax \_\_\_\_\_

Signature \_\_\_\_\_

Email \_\_\_\_\_

Receive Fund Statements:  Yes  No

Account Portal Access:  Full Access  ReadOnly  No Access



Account Number: \_\_\_\_\_

### INITIAL CONTRIBUTION (\$5,000 minimum)

Cash Amount - Please contact FJC for wire instructions.

Check: \$ \_\_\_\_\_ Wire: \$ \_\_\_\_\_

#### Securities of Publicly Traded Companies

Company	Number of Shares

Other Securities - Please contact FJC to discuss contributions of restricted securities and securities of privately held companies.

Mutual Funds - Please contact FJC for transmittal instructions.

Other Assets - Please contact FJC to discuss contributions of other types of property.

### INVESTMENT ALLOCATION RECOMMENDATION

You may recommend the allocation of your contribution among the following investment options. If no choices are indicated, the contribution will be invested in the Money Market Fund.

Investment Recommendations	Fund Manager	\$ or %
Agency Loan Fund	FJC ALF	
Fixed Income - Intermediate Duration	Bernstein Intermediate Duration	
Growth Fund	Janus Research Fund	
Money Market Fund	Various	
S & P 500 Index Fund	Vanguard 500 Index Fund	
Socially Responsive Fund	Vanguard FTSE Social Index Fund	
Value Equities - International	Bernstein International Equity	
Total Stock Market Index Fund	Vanguard Total Stock Market	
Total:		

### AUTHORIZATION TO LIST NAME OF FUND IN FJC ANNUAL REPORT

I/we authorize FJC to list the name of this Fund in the FJC Annual Report.

Please Initial: \_\_\_\_\_

Please Initial: \_\_\_\_\_

### HOW DID YOU LEARN ABOUT FJC?

Referred by: \_\_\_\_\_

Radio/Print Advertisement: \_\_\_\_\_

Other: \_\_\_\_\_



## PROGRAM OPTIONS

Fund Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

IMPORTANT: For information about the privileges of Authorized Signatories and Recommenders, including the ability of Authorized Signatories to limit or expand the privileges of Recommenders, and about the final disposition of your Fund, please consult the Summary of Procedures and Rules for Designated Fund Accounts.

### DESIGNATION OF ADDITIONAL RECOMMENDERS

Up to four persons (including the Authorized Signatories) may serve as recommenders for the Fund at any one time, except that the Authorized Signatory's spouse and children may all serve, regardless of their number.

IMPORTANT: In order for FJC to accept grant and investment recommendations from a Recommender, we must have that Recommender's contact information and signature on file.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Daytime Telephone

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Relationship to Authorized Signatory

\_\_\_\_\_  
Additional Recommender's Signature

Receive Fund Statements:  Yes  No

Account Portal Access:  Full Access  ReadOnly  No Access

### DESIGNATION OF SUCCESSOR RECOMMENDERS

These individuals are authorized to make recommendations of investments of, and distributions from, the Fund after the death or disability of the Authorized Signatories and the death, disability, termination, or resignation of all the Additional Recommenders.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Daytime Telephone

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email

This Recommender may replace any Signatory OR  
or Recommender: Please Initial: \_\_\_\_\_

This Recommender may replace the following Signatory  
or Recommender: Print Name: \_\_\_\_\_



Account Number: \_\_\_\_\_

### FINAL DISTRIBUTION OF FUNDS

At such time as there are no surviving Authorized Signatories or Recommenders, I/we recommend that any amounts remaining in my/our Fund should be treated as follows:

\_\_\_\_\_ % of the remaining balance be placed in the General Fund of FJC to create a Memorial Fund in the name of:

\_\_\_\_\_

\_\_\_\_\_ % of the remaining balance be maintained at FJC and the income from the Fund be contributed annually, to the charity for which this Designated Fund Account was established.:

\_\_\_\_\_ % of the balance be distributed to the charity for which this Designated Fund Account was established and the account then closed.

\_\_\_\_\_ I/we choose not to select a final designation at this time.

Please Initial: \_\_\_\_\_

Please Initial: \_\_\_\_\_

### SIGNATURES

Authorized Signatory Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authroized Signatory Signature: \_\_\_\_\_ Date: \_\_\_\_\_

