



## Getting Started

Welcome to FJC! This kit has all the forms you'll need to open your FJC Collective Giving Fund.

Included are:

- The Collective Giving Letter Agreement
- The Program Options Form
- The Summary of Procedures and Rules for Collective Giving Accounts

These forms and a list of Frequently Asked Questions are also available on our website on the Forms & FAQs page (<https://www.fjc.org/forms-faqs/>). If you have any questions, don't hesitate to reach out to us directly at [FJC@FJC.org](mailto:FJC@FJC.org) or 212-714-0001.





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

## FJC COLLECTIVE GIVING LETTER AGREEMENT

Dear FJC:

This is a letter agreement between the undersigned individual(s) and FJC to establish a Collective Giving Account under and subject to the FJC Summary of Rules and Procedures for Collective Giving Accounts, as these procedures may be amended from time to time. The name of the fund will be the \_\_\_\_\_ Fund ("the fund"). 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 organizations 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's 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. I (we) also acknowledge that FJC will distribute funds contributed, and income earned by the funds, generally to charitable organizations described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Code as it now exists or as it may be amended.

Additional Authorized Signatories (up to a total of three 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

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 Advisor on the 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.

All funds received by FJC will be subject to fees, which for the initial term of this Agreement shall be (1) an initial fee of two per cent (2 %) of all funds received by FJC designated for the Fund, and (2) an annual fee of 1% of the average daily balance of funds in the account. The initial fee shall be charged to, and withdrawn from, the account at the time funds are received. The annual fee 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.





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

The Advisor shall provide FJC with all proposed publicity or solicitation materials or public notices mentioning FJC prior to use, and shall not release or disseminate any such materials or notices without FJC’s consent. The Advisor shall provide to FJC copies of all other publicity materials and public notices relating to the Fund’s activities.

The Advisor 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 Collective Giving Program and/or FJC in general.

The Advisor agrees to include FJC in all media materials that list supporting organizations and financial supporter(s) of the Fund. FJC is to be provided the same size of type and placement as afforded the Fund’s largest supporter(s) in all printed and web-based materials and named with the equal relevance and time in all audio media listings.

The Advisor 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 Advisor, provided that FJC shall promptly provide the Advisor 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 Collective Giving Application 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 the Fund have been fulfilled.

Very Truly Yours,

\_\_\_\_\_  
Donor Signature

\_\_\_\_\_  
Donor Signature

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

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

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

Accepted by:

FJC - A Foundation of Philanthropic Funds

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



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

## COLLECTIVE GIVING APPLICATION

GROUP ADVISOR INFORMATION (Please be sure to include all the information for any Advisor who will be making recommendations for the Fund.)

Advisor

Advisor

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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

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

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

\_\_\_\_\_  
Zip

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

\_\_\_\_\_  
Zip

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

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

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

Relationship of Signatories to each other: \_\_\_\_\_

Each Advisor shall have the full, equal, and independent privilege to recommend investment preferences and grant distributions and to designate additional and successor Signatories.

IMPORTANT: For information about the privileges of Advisors, including their ability to limit or expand the privileges of other Advisors, and about the final disposition of your Fund, please consult the Summary of Procedures and Rules for Collective Giving Funds.

To designate additional and/or successor Advisors and to recommend the final disposition of your fund, please complete the Collective Giving Program Options form.

### HOW DID YOU LEARN ABOUT FJC?

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

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

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







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

### FINAL DISTRIBUTION OF FUNDS

At such time as there are no surviving Donors 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, in the percentages shown, to the following charities:

%	Charity Name and Address

\_\_\_\_\_ % of the remaining balance to be contributed, in the percentages shown, to the following charities:

%	Charity Name and Address

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

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

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

### SIGNATURES

Donor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Donor Signature: \_\_\_\_\_

Date: \_\_\_\_\_





## SUMMARY OF PROCEDURES AND RULES FOR COLLECTIVE GIVING ACCOUNTS

### Creating and Making Contributions to a Collective Giving Account

A Collective Giving 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 an FJC Collective Giving Letter Agreement. Collective Giving Accounts may be established to support a broad area of concern, such as education or the arts, or a particular charity or charities. The account founder(s), who shall be called Advisor(s), can create a "Group" to which others can make contributions designated for the Group to support the same cause. The Advisor(s) then make grant recommendations to FJC for distributions to the particular or other appropriate and qualified charities. There is no minimum initial contribution to establish a fund. Additional contributions may be made at any time, and in any amount, to a Collective Giving Account.

FJC does not certify the value of contributed assets, has the right to reject contributions of any asset and to close such account at any time and for any reason. FJC will inform the advisors of its decision to close the account and will receive recommendations on the final distribution of the account's funds.

### Advisors

When establishing a Donor Advised Fund, or at any time thereafter, Donors have the privilege of appointing additional Recommenders – individuals who may recommend investments of, and contributions from, the fund.

Donors who are natural persons may designate a maximum of four Recommenders, including the Donors, to serve at any one time, except that a Donor's spouse and the Donor's children may all serve, regardless of their number. Corporate Donors may designate up to two Recommenders.

Unless the Donors notify FJC otherwise in writing, each Donor of a Donor Advised Fund shall have the full, equal and independent privilege to designate Additional and Successor Recommenders. Recommenders designated to serve during the lifetime of the Donors are "Additional Recommenders." Persons designated to serve as Recommenders after the death or disability of the Donors and the death, disability, termination or resignation of all the Additional Recommenders are "Successor Recommenders."



Unless the Donors notify FJC in writing otherwise (e.g., that recommendations must be made jointly or by some specified combination or number of Donors and Recommenders), each Donor and Recommender shall have the full, equal and independent privilege to recommend investment preferences and grant distributions for the Donor Advised Fund.

When a number of individuals have the privilege of making recommendations for a fund, FJC may require that the Donors and Recommenders designate one person to act for all of them in submitting recommendations to FJC.

If FJC receives a separation agreement or divorce settlement agreement for a couple, both of whom are Donors of, or Recommenders for, a Donor Advised Fund, FJC will honor the terms of that agreement. In the absence of an agreement, upon written notice of a separation or divorce, FJC will divide the fund into two equal parts, with each spouse as the Recommender of a divided portion. In the absence of a written legal agreement confirming the authority to do so, FJC will not remove one Recommender, including a spouse, at the direction of another Recommender.

Subject to the limitation on the number of Recommenders who may serve simultaneously, a Donor may provide that Additional Recommenders may designate other Additional or Successor Recommenders. Unless the Donors have notified FJC otherwise in writing, after the death or disability of the Donors, each surviving Additional or Successor Recommender shall have the right to designate his or her replacement as Recommender. Any person who has the right to designate Recommenders may also limit or terminate the designation of any Recommender that person has designated. Unless the Donors notify 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 Donor Advised Funds. Donors and Recommenders have the privilege to recommend the allocation of funds contributed to one or more of FJC's investment choices, subject to the right of FJC to designate investment options available to Donor Advised Funds, change, add to or delete such options, and make such rules regarding investment options and investment recommendations as it may deem necessary or appropriate. In general and at its discretion, FJC will act on an investment reallocation request within ten business days of receiving the recommendation.

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 Donor Advised Fund, including income, gains or losses (net of expenses), contributions, grants and fees, is provided to the Donors quarterly. A modest fee of one-quarter of one percent is assessed quarterly (lower on certain accounts)



to provide for the costs of program administration. A quarterly statement which includes all transactions is available on the Donor Portal. Paper statements are available by request.

### **Grants from Donor Advised Funds to Charity**

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.

Donors and Recommenders have the privilege of recommending grants from a Donor Advised Fund 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 Donors and Recommenders

Each grant shall identify the Donors or Recommenders to the recipient organization unless the Donors or Recommenders, in writing, ask that the grant not list the Donors' or Recommenders' names.

### **Limitations on Grants**

The minimum grant is \$100. No grant may be made to pay for or to discharge a legal obligation of any person or to pay for products or services; e.g., pledges, tuition, tickets.

### **Continuity of Funds**

Donors may 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 Donors or successor Recommenders, funds remaining in a Donor Advised Fund will be placed in the General Funds of FJC, and may carry a name designated by the Donor or, at the discretion of FJC, may be distributed to one or more previously recommended charities.

### **Ownership of Assets in Donor Advised Funds**

FJC owns the assets in each Donor Advised Fund outright and has complete control over them for the charitable purposes of FJC. The Donors and Recommenders 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 Donor Portal

FJC grants you and any authorized Recommenders on the account, for your personal or philanthropic purposes only, a nonexclusive, limited and revocable right to access and use the FJC Donor Portal. You agree not to use the Donor Portal 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 Donor Portal. 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 Donor Portal and for the transmission and receipt of information using such Systems. You acknowledge that you are using the Donor Portal 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 Donor Portal, you agree to protect and keep confidential your account number, user ID and password used to access your accounts on the Donor Portal. 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 Donor Portal 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 Donor Portal 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 Donor Portal or modify or delete existing features in its sole discretion.

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Donor Portal, you agree to protect and keep confidential your account number, user ID and password used to access your accounts on the Donor Portal. 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 Donor Portal 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 Donor Portal 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 Donor Portal 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 DONOR PORTAL, 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 DONOR PORTAL IS AT YOUR SOLE RISK AND THAT THE DONOR PORTAL AND ALL INFORMATION AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN



OR ACCESSIBLE FROM THE DONOR PORTAL, 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 DONOR PORTAL 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 DONOR PORTAL AND ALL INFORMATION AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, SERVICES AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DONOR PORTAL.

