

Employee Disaster Fund Agreement

(Choose one)

- Establish a New Fund
 Update Fund Information

Name of Fund

E.G., ABC EMPLOYEE DISASTER FUND

*CORPORATE INFORMATION

COMPANY NAME

BUSINESS PHONE (MAIN NUMBER)

MAILING ADDRESS

SOCIAL MEDIA HANDLE

CITY

WEBSITE

STATE

ZIP

REFERRED TO SVCF BY

PRIMARY CONTACT

This is who should be contacted first for anything concerning the fund.

*Role:

- Employee Disaster Fund Advisor:** Individual advisory privileges over fund, including investments, naming of successor advisors and other fund administration privileges.
- Fund Representative:** Individual has access to fund information but no advisory privileges.

*FIRST NAME

*LAST NAME

*TITLE

* MR MS MRS DR | * MALE FEMALE

MAILING ADDRESS

CITY

STATE

ZIP

*DIRECT PHONE

MOBILE PHONE

*EMAIL ADDRESS

SOCIAL MEDIA HANDLE

* = required

Employee Disaster Fund Agreement

ANONYMITY AND PUBLICITY

SVCF includes information about fund advisors, grantees and funds in our e-newsletters, magazines, website and other printed and online materials. Please check all that apply.

- Do not list the corporation on donor or fund advisor listings.
- Do not include the corporation fund name on fund listings.
- We are willing to be featured in SVCF's print and online publications.
- We are willing to be interviewed for media stories pertaining to SVCF.

FUND CREATION

Initial gift to establish a fund: \$ _____

Type of Gift:

- Check made payable to Silicon Valley Community Foundation
- Publicly Traded Securities[†]
- Privately Held Securities[†]
- Other[†]
- Restricted Securities[†]
- Physical Stock Certificates[†]
- Wire[†]

PLEASE DESCRIBE THE GIFT (INTERFUND TRANSFER, CREDIT CARD, PERSONAL PROPERTY, REAL ESTATE, TESTAMENTARY):

[†]Additional information will be required. Please contact SVCF at 650.450.5444 or donate@siliconvalleycf.org.

FEE SCHEDULE

- 2.0% on all gifts into the fund (includes processing of 5 applications annually)
- \$100 processing fee applies for each additional application
- \$300 minimum annual fee
- \$25,000 minimum establishing gift with a 60 day window to reach that number.
- \$1,500 startup fee

Employee Disaster Fund Agreement

ACKNOWLEDGEMENT AND SIGNATURES

I acknowledge that I have read Silicon Valley Community Foundation's Employee Disaster Fund Support Fees and Minimums and Fund Terms and Conditions and agree to the fees, terms and conditions described therein. I understand any contribution, once accepted by SVCF's board of directors, represents an irrevocable gift to SVCF. SVCF's board of directors has variance power under IRS regulations, and this gift is not refundable to the donor.

I hereby certify, to the best of my knowledge, that all information presented in connection with this form is accurate, and I will notify SVCF promptly of any changes.

At least one fund advisor must sign.

*EMPLOYEE DISASTER FUND ADVISOR SIGNATURE

*PRINT NAME

*TITLE

*DATE

CORPORATE CONTACT SIGNATURE

PRINT NAME

TITLE

DATE

CORPORATE CONTACT SIGNATURE

PRINT NAME

TITLE

DATE

SVCF SIGNATURE

PRINT NAME

TITLE

DATE

SPECIAL INSTRUCTIONS:

Internal Use Only: _____

Fund Terms and Conditions

TAX STATUS OF CONTRIBUTION

Funds established at Silicon Valley Community Foundation ("SVCF") are component funds of SVCF, a Section 501(c)(3) public benefit corporation. Certain contributions other than cash or marketable securities must first be approved by SVCF. All contributions to SVCF's funds are treated as gifts to a public charity and are generally tax-deductible, subject to individual limitations. SVCF does not provide tax or legal advice; we recommend consulting a professional advisor with questions about a gift to SVCF.

VARIANCE POWER

As required by law, all assets contributed to funds become irrevocable gifts to SVCF, and legal control and responsibility for the funds rest with SVCF. All funds established at SVCF are subject to SVCF's variance power, subject to individual limitations, as set forth in SVCF's bylaws. Variance power gives SVCF the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations if, in the sole judgment of SVCF's board of directors, such restriction or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served.

INVESTMENT OF ASSETS

In making a gift to SVCF, donors give up all right, title and interest to the assets contributed. In particular, donors cannot choose investments, investment managers or brokers after their gift has been made, with the exception of a recommended customized investment approach as stated below. The board of directors and investment committee of SVCF have the right to make any or all investment decisions regarding gifts received, except that fund advisors have advisory privileges with respect to fund investments. All assets contributed to funds will be managed in SVCF's investment pools, subject to certain approved exceptions. Investment allocations among SVCF's investment pools can be changed no more than once per calendar year, unless a significant change to grantmaking or fund balance occurs and prudence requires a change. SVCF may hold up to 5% of fund assets in non-interest bearing cash at any time. All income and capital gains or losses will be allocated to the fund on a monthly basis. A donor may recommend a customized investment approach through an outside investment advisor for funds carrying a balance of \$1 million or more.

FEES AND MINIMUMS

Once established, funds are required to maintain a \$5,000 minimum balance and are subject to support and investment fees. Please see the Employee Disaster Fund Support Services and Fees document for more information. SVCF reserves the right to change its fee or minimum policies at any time.

ROLE OF ADVISORS

Donors establishing an advised fund may designate any person over 18 years of age to be an advisor on the fund. A fund can have more than one fund advisor but preferably no more than three. If a fund is advised jointly, upon the death of one fund advisor, the remaining fund advisor(s) retains the privileges associated with the fund.

CHANGE OF ADVISORS

All requests to modify or appoint additional advisors or change advisors to a fund must be communicated to SVCF in writing. In addition, a written acknowledgement must be received from SVCF confirming that the request has been granted. The Fund Relationship and Fund Advisory Privileges Definitions further explain the role of advisors and other interested parties to funds at SVCF. These terms correlate to the Fund Agreement forms and will determine the fund's contacts and advisors.

FUND RELATIONSHIP AND FUND ADVISORY PRIVILEGES DEFINITIONS:

Primary Contact: One person per fund who should be contacted first for anything concerning the fund. This individual may or may not have fund advisory privileges.

Employee Disaster Fund Advisor: Individual has advisory privileges over a fund including, investment recommendations, naming the fund and appointment of other fund advisors and successor advisors. (This is the highest level of authority.)

Fund Representative: Individual has access to fund information but no fund advisory privileges. (This is the lowest level of authority.)

Fund Terms and Conditions

GRANT DISBURSEMENT

Grants must be for charitable purposes. The fund must serve the single identified purpose of providing relief from one or more qualified disasters as defined in Section 139 of the Internal Revenue Code and a sufficiently large and indefinite charitable class. Recipients of grants are selected based on an objective determination of need and is made using an independent selection committee to ensure that any benefit to the employer is incidental and tenuous.

Grants awarded, must be for a minimum of \$200 USD. Grant payments are accompanied by an SVCF letter specifying the name of the fund and as approved by SVCF. Mail that SVCF receives for the fund will not be forwarded. Approved grants are typically sent within 10 business days of the recommendation being received or the fund's primary contact will be notified as to the reason for a delay. However, any fund submitting 20 or more grant recommendations at one time should allow up to 15 business days for processing. Grants made from funds at SVCF are issued on checks with the name and logo of SVCF. SVCF shall assume responsibility for check writing, payment processing, bookkeeping, investment management, tax reporting, auditing and evaluation of projects, and for making available to the fund advisors and fund representatives reports of fund income, expenses and grantmaking, as appropriate.

RESTRICTIONS ON GRANTS

In compliance with the Internal Revenue Code, no payment can be made from the fund to or for the benefit of any officer, director or trustee of the employer or members of the selection committee. Payments cannot be made for expenses otherwise paid for by insurance or other reimbursements, or income replacement such as lost wages, lost business income or unemployment compensation. In compliance with IRS regulations, at the time the grant is awarded, there must be no requirement, condition or suggestion, expressed or implied, that employee recipients are expected to render future employment services for the employer, or be available for such future employment, even though such future employment is at the discretion of the employer.

FUNDRAISING POLICY

SVCF may consider permitting a fund to raise money. All fundraising activities must be pre-approved by SVCF. Fund advisors must allow at least five business days for approval. Use of SVCF's name on any fundraising material is expressly prohibited without prior written approval by SVCF. SVCF cannot reimburse the donor, fund advisor or related parties for expenses related to fundraising activities. All contributions raised in support of the fund must be made payable to Silicon Valley Community Foundation or SVCF with the name of the fund in the memo line. SVCF is not responsible for the success of fundraising activities.

SELECTION COMMITTEE

The Selection Committee must be appointed by SVCF; however, members may be recommended by the Employee Disaster Fund Advisor. The Employee Disaster Fund Advisor and parties related to the donor may serve on the selection committee but they cannot directly or indirectly control the committee.

FUND INACTIVITY

If a fund advisor is no longer willing or able to advise the fund's distribution, and no additional advisor(s) is named, SVCF's board of directors will assume responsibility for grantmaking. Inactivity is when no grant recommendations or gifts are received for a period of two consecutive years and the fund advisor(s) cannot be contacted. SVCF's staff will attempt to contact the fund advisor(s) at least three times via certified mail and allow 30 days for a response. If contact cannot be made, SVCF's board of directors will advise an annual payout to support the community grantmaking program in accordance with SVCF's spending policies. If two more years pass with no contact from the advisor, the fund in its entirety will be transferred to the Community Endowment Fund. A fund must have inactivity for a total of four years before being transferred to the Community Endowment Fund.

FUND CLOSURE

A fund advisor may recommend closing a fund by granting up to 100% of the fund balance. Such recommendations must be received in writing, and, if approved, funds will be disbursed in accordance with SVCF's current grantmaking policies and applicable laws and regulations. Closing a fund will occur as follows: 80% of the current balance will be granted within 10 business days of the request date. The remaining balance of the fund, including any residual net earnings, will be granted within the following 45 days.

Fund Terms and Conditions

CONFLICT OF TERMS

In the event of an inconsistency between these terms and conditions and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions, as interpreted by SVCF, shall govern, and SVCF reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund at SVCF or to comply with applicable law.

Please return this form to:

Silicon Valley Community Foundation
Attention: Development Department

2440 West El Camino Real, Suite 300
Mountain View, California 94040-1498

**Contact SVCF at donate@siliconvalleycf.org
or 650.450.5444 if you have questions.**