

CCF COMMUNITY INITIATIVES FUND
SINGLE DONOR FISCAL SPONSORSHIP FUND
INSTRUMENT OF GIFT

This Agreement is made this _____ day of _____, in the year _____ between _____ (the "Donor"), and CCF Community Initiatives Fund (the "Foundation"), a California nonprofit public benefit corporation operated, supervised and controlled by the California Community Foundation ("CCF"), having its principal office in the City of Los Angeles and State of California, to create a philanthropic and charitable fund.

1. **Creation of Fund.** The fund hereby created shall be known as the

Fund (the "Fund"). All money and property transferred to the Fund shall be an irrevocable gift to the Foundation.

2. **Management of Fund.** The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and shall pay and disburse the net income and principal therefore exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation of the Foundation. The Articles of Incorporation have been adopted by the Board of Directors of the Foundation, and their provisions, as they may be amended from time to time, are hereby incorporated by reference and conclusively assented to and adopted. The phrase "charitable uses and purposes" shall be defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code").

3. **Purpose of Fund.** Income and principal of the Fund shall be disbursed for the charitable uses and purposes described in Attachment A (the "Project").

4. **Operation of the Project.** The Donor shall designate an individual to serve as the Foundation's Project Contact. The Project Contact may from time to time

submit requests to the Foundation concerning the distribution of the Fund's income and principal exclusively for the charitable uses purposes specified in Attachment A. Such requests, however, shall not bind the Foundation or limit the powers of the Foundation's Board of Directors as defined in the Foundation's Articles of Incorporation, as amended from time to time. The Project shall at all times be operated in a manner consistent with the charitable status of the Foundation. The Foundation's determination of whether (a) the Project is operated in a manner consistent with the charitable status of the Foundation and (b) all expenditures are for charitable uses and purposes shall be conclusive. The Foundation retains the right, if the Donor breaches this Agreement, or if the Project jeopardizes the Foundation's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.

5. **Costs of Administration.** The Foundation shall charge fees to the Fund in accordance with the Fee Schedule adopted from time to time by the Foundation's Board of Directors. The Fee Schedule in effect as of the date of this Agreement is attached as Attachment B.

6. **Annual Reports of Project.** Donor or the Project Contact will provide a written report to the Foundation at least annually. The report will include:

- a. the period covered by the report;
- b. an overview of Project status and accomplishments during the year;
- c. the planned activities and goals for the following year

7. **Component Part and Not a Donor Advised Fund.** It is intended that the Fund shall be a component part of the Foundation as defined in Section 1.170A-9(f)(11) of the Income Tax Regulations and that nothing in this Agreement shall affect the status of the Foundation as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation within the meaning of Section 509(a) of the Code. The Fund shall not be a donor advised fund under Section 4966(d) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the Federal tax laws and any regulations issued thereunder. Notwithstanding the foregoing, if, in its

sole discretion, CCF believes the Fund can be classified as a donor advised fund under Section 4966(d) of the Code, CCF shall administer the Fund in accordance with rules applicable to donor advised funds.

8. **Status of Foundation.** All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in Section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in Section 509(a) of the Code.

9. **California Law.** The Fund created by this Agreement shall be administered in and under the laws of the State of California, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of California.

10. **Variance Power.** The Fund is protected from obsolescence. If, in the sole judgment of the Board of Directors of the Foundation, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served by the Foundation, the Foundation's Board of Directors shall modify any restriction or condition on the use or distribution of the income and principal of the Fund. IN WITNESS WHEREOF, the Donor and the Foundation have executed this Agreement as of the date first above written.

DONOR:

By: _____

CCF COMMUNITY INITIATIVES FUND:

By: _____

Terri Mosqueda

Vice President, Development and Donor Relations



Purpose of Fund

The phrase “charitable uses and purposes” shall be defined as all of those activities, uses and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”).

Pursuant to Paragraph 3 of the Agreement, the purpose of the Fund shall be: